

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



**September 14, 2026 at 6:00 PM
Town Hall - Meeting Chambers**

TOWN COMMISSIONERS

Mayor Geoff Pugh
Vice Mayor Steve Coz
Commissioner Carolyn Cassidy
Commissioner Ainar Aijala Jr.
Commissioner Lanette Gustafson

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

1. Swearing-in of Commissioner Lanette Gustafson
2. State of Education Report - PBC School Board Member Erica Whitfield
3. Proclamation for Feeding South Florida
4. Audit Presentation

ANNOUNCEMENTS

5. The meeting schedule for the next month is as follows: Final Budget Hearing on Monday, September 21, 2026 at 5:05 PM; Regular Town Commission Meeting Monday, October 5th at 6:00 PM; Code Enforcement Hearing Tuesday, October 1st at 10:00 AM; Planning & Zoning Board Meeting Tuesday, September 15th at 9 AM. All meetings are held in the Commission Chambers at Town Hall.
6. The Annual Municipal Election will be held on March 9, 2027. There will be two Town Commission seats open for a three-year term and one Commission seat open for a two-year term. Candidate filing dates run from November 2, 2026, at Noon through November 13, 2026, at Noon in the Town Clerk's Office. / Las elecciones municipales anuales se celebrarán el 9 de marzo de 2027. Se elegirán dos miembros de la Comisión Municipal para un mandato de tres años y un miembro para un mandato de dos años. El plazo para la presentación de candidaturas es del 2 de noviembre de 2026 a mediodía al 13 de noviembre de 2026 a mediodía en la Oficina del Secretario Municipal.
7. Residents who wish to sign up to receive important Town notifications and news

through TextmyGov 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)

8. Adopt Minutes of the August 3, 2026, Regular Meeting
9. Approval of Minutes of August 3, 2026, Special Budget Workshop Meeting
10. Approval of Minutes of August 31, 2026, Special Budget Workshop Meeting
11. Approval of Resolution 2026-08: A Resolution Of The Town Commission Of The Town Of Ocean Ridge, Florida, Amending The Adopted Schedule Of Fees For Various Services; and Providing For Repeal Of Conflicting Resolutions And An Effective Date
12. Approval of Professional Services Agreement and Engagement Letter for Accounting and Related Services with Nowlen, Holt & Miner, P.A.
13. Preferred Governmental Insurance Trust - Insurance for the Town of Ocean Ridge
14. Preferred Governmental Insurance Trust - Workman's Compensation Insurance for the Town of Ocean Ridge
15. Approval of Professional Services Agreement with Due North Consulting Group
16. Approval of Settlement re: *James Cooksey v. Town of Ocean Ridge*
17. Renewal of Employee Medical Insurance
18. Adopting FY 2027 Florida Retirement System Rates
19. Phase 4 A1A Water Main – Change Order No. 1
20. Updated Job Descriptions
21. Approval of IT Policy
22. Approval of Revised Purchasing & P-Card Policy

REGULAR AGENDA ITEMS

23. Approval of Agreement for Auditing Services with Grau & Associates
24. Approval of Ordinance on Second Reading: Ordinance 2026-02: An Ordinance Of The Town Commission Of The Town Of Ocean Ridge, Florida, Amending Chapter 66, “Environmental Regulations”, Article IV, “Landscaping”, Division 2, “Water Efficient Landscape”, Section 66-142, “Artificial Turf/Synthetic Grass”, To Conform To The Requirements Of Section 125.572, Florida Statutes, And The Florida Department Of Environmental Protection’s Minimum Standards For Single Family Residential Properties Of One (1) Acre Or Less In Size; And Providing For Repeal Of Conflicting Ordinances, Severability, Codification, And An Effective Date
25. Direction on Enforcement of Political Signs in the Town's Right of Ways.
26. Appointment of Alternate Member to the Planning & Zoning Board

STAFF & COMMITTEE REPORTS

- 27. Town Manager
- 28. Town Attorney
- 29. Police Chief

TOWN COMMISSIONER COMMENTS

ADJOURNMENT

TOWN OF OCEAN RIDGE, FLORIDA



PROCLAMATION DECLARING SEPTEMBER 2026 AS HUNGER ACTION MONTH

WHEREAS, since 1981 Feeding South Florida has worked to address hunger and food insecurity in Ocean Ridge and surrounding communities by providing our community in immediate access to nutritious food and other vital resources and support.

WHEREAS, hunger does not discriminate. It knows no race, religion, or age. In South Florida approximately one million individuals face hunger. Food should not be an impossible choice for the Ocean Ridge and surrounding communities.

WHEREAS, Feeding South Florida leads hunger and poverty advocacy efforts in our community while transforming lives through innovative programming and education that provides economic growth and overall well-being.

WHEREAS, Ocean Ridge is therefore committed to supporting Feeding South Florida, so that together we can achieve a hunger-free South Florida.

THEREFORE, be it resolved that I, Geoff Pugh, Mayor of Ocean Ridge, do hereby proclaim September 2026, as:

Hunger Action Month®

IN OBSERVANCE THEREOF, I call upon the good people of Ocean Ridge to join me in supporting Feeding South Florida during this month of action!

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Ocean Ridge to be affixed this 14th day of September 2026.

ATTEST:

Kelly Avery, CMC, Town Clerk

Geoff Pugh, Mayor



TOWN OF OCEAN RIDGE, FLORIDA

FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR'S REPORT THEREON

FISCAL YEAR ENDED SEPTEMBER 30, 2025



TOWN OF OCEAN RIDGE, FLORIDA
SEPTEMBER 30, 2025

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SEPTEMBER 30, 2025

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NOWLEN, HOLT & MINER, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

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EDWARD T. HOLT, CPA
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NANCY V. SALIB, CPA

INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor and Members of the Town Commission
Town of Ocean Ridge, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of the Town of Ocean Ridge, Florida as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the Town of Ocean Ridge, Florida's basic financial statements listed in the table of contents.

In our opinion, the financial statements referred to above present fairly in all material respects, the respective financial position of the governmental activities and each major fund of the Town of Ocean Ridge, Florida, as of September 30, 2025, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town of Ocean Ridge, Florida and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matters

As discussed in Note 16 to the financial statements, the beginning net position of the Governmental Activities has been restated to correct errors made in reporting subscription-based information technology arrangements and for the implementation of new accounting guidance, GASB Statement No. 101, *Compensated Absences*. Our opinion is not modified with respect to these matters.

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Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Ocean Ridge, Florida's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town of Ocean Ridge, Florida's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Ocean Ridge, Florida's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 4 through 12, the budgetary comparison data on pages 64 and 65, the Schedule of Changes in Total OPEB Liability on page 66, and pension schedules on pages 67 through 70 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated July 6, 2026, on our consideration of the Town of Ocean Ridge, Florida's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the effectiveness of the Town of Ocean Ridge, Florida's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town of Ocean Ridge, Florida's internal control over financial reporting and compliance.

Nowlen, Helt & Mimer, P.A.

West Palm Beach, Florida
July 6, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

The Management's Discussion and Analysis (MD&A) is designed to provide an objective and easy to read analysis of the Town's financial activities based on currently known facts, decisions, and conditions. It is intended to provide a broad overview and short-term and long-term analysis of the Town's activities based on information presented in the financial statements. Specifically, this information is designed to assist the reader in focusing on significant financial issues, provide an overview of the Town's financial activity, identify changes in the Town's financial position, identify material deviations from the approved budget, and identify individual fund issues.

The information contained within this MD&A is only a component of the entire financial statement report. Readers should take time to read and evaluate all sections of the report, including the footnotes and the other Required Supplementary Information that is provided in addition to this MD&A.

FINANCIAL HIGHLIGHTS

Government-wide Financial Statements

- At the close of current fiscal year, the Town's assets plus deferred outflows of resources exceeded its liabilities plus deferred inflows of resources by \$23,713,359. Of this amount, \$5,456,967 represents unrestricted net position, which may be used to meet the Town's ongoing obligations to residents and creditors.
- At the close of the current fiscal year, net position of the Governmental Activities was \$23,713,359, an increase of \$2,753,865 when compared with the prior year.
- The total revenues from all sources were \$12,470,626, and the total cost of all Town programs was \$9,716,761.
- The Town's total capital assets increased by \$1,190,075 during the current fiscal year.
- The Town's long-term liabilities consist of loans payable, leases payable, SBITAs payable, a liability for compensated absences, a net pension liability, and an OPEB liability. Total long-term liabilities decreased by \$1,244,978 during the current fiscal year.

Fund Financial Statements

- At the end of the current fiscal year, unassigned fund balance for the Town's governmental funds was \$6,964,751, a decrease of \$1,527,765 from the previous fiscal year.
- The fund balance in the Town's General Fund decreased by \$85,433 or 0.8%.
- The unassigned fund balance in the Town's General Fund was \$7,003,484, or 70.0% of total fund balance for the General Fund.

OVERVIEW OF THE FINANCIAL STATEMENTS

The Town's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also includes other supplementary information in addition to the basic financial statements.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Town's finances in a manner similar to a private sector business.

The Statement of Net Position presents information on all of the Town's assets, liabilities, deferred outflows of resources, and deferred inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating. Other factors should be considered, however, such as the condition of the Town's capital assets to assess the overall health of the Town.

The Statement of Activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods. The government-wide financial statements can be found on pages 13-14 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over financial resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate legal compliance with finance-related legal requirements. All the Town's funds are governmental funds.

Governmental funds are used to account for essentially the same functions reported in the Governmental Activities of the government-wide financial statements. However, unlike the government-wide financial statements, governmental funds financial statements focus on near-term inflows and outflows of spendable resources and the balances of spendable resources available at year-end. Such information may be useful in evaluating a government's near-term financing requirements.

The focus of governmental funds is narrower than that of the government-wide financial statements, so it is useful to compare the information presented for governmental funds with similar information presented for the Governmental Activities in the government-wide financial statements. By doing so, readers may better understand long-term impacts of near-term financing decisions. Reconciliations to facilitate the comparison between governmental funds and the Governmental Activities are also provided.

The Town reports two major governmental funds, as described below:

- The General Fund is the primary operating fund of the Town and is used to account for all financial resources applicable to the general operations of the Town, except for those required to be accounted for in another fund.
- The Capital Projects Fund accounts for the acquisition or construction of major capital assets

Notes to the Basic Financial Statements

The notes to the financial statements are provided to communicate additional information that is essential to obtaining a comprehensive understanding of the data contained in the government-wide and fund financial statements. The notes to the financial statements are located on pages 19-63 of this report.

Other Information

In addition to the basic financial statements and notes, this annual report also presents certain required supplementary information (RSI) which includes a budgetary comparison schedules for the General Fund and to schedules to demonstrate the Town's progress in funding of its obligation to provide pension benefits and other postemployment benefits to its employees. Required supplementary information can be found on pages 64-70 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Town, assets and deferred outflows exceeded liabilities and deferred deferred inflows by \$23,713,359 at the close of the most recent fiscal year, an increase of \$2,753,865 as compared with the prior year.

The following table provides a summary of net position for the Governmental Activities and the Business-type Activities as of September 30, 2024 and 2025.

Town of Ocean Ridge, Florida
Summary of Net Position

	Restated 2024	2025	Increase (Decrease)	Percent Change
Current assets	\$ 10,442,504	\$ 10,611,213	\$ 168,709	1.6%
Capital assets, net	17,683,815	18,873,890	1,190,075	6.7%
Total assets	28,126,319	29,485,103	1,358,784	4.8%
Deferred Outflow of Resources	1,227,079	1,148,873	(78,206)	-6.4%
Current liabilities	1,010,704	517,569	(493,135)	-48.8%
Non-current liabilities	6,774,088	5,521,132	(1,252,956)	-18.5%
Total liabilities	7,784,792	6,038,701	(1,746,091)	-22.4%
Deferred Inflow of Resources	609,112	881,916	272,804	44.8%
Net Position:				
Net Investment in Capital Assets	15,406,131	17,954,057	2,547,926	16.5%
Restricted for debt service	115,649	-	(115,649)	-100.0%
Restricted for infrastructure	-	199,082	199,082	100.0%
Restricted for transportation	95,370	103,253	7,883	8.3%
Restricted for Town Hall beautification	32,658	-	(32,658)	-100.0%
Unrestricted	5,309,686	5,456,967	147,281	2.8%
Total net position	\$ 20,959,494	\$ 23,713,359	\$ 2,753,865	13.1%

Net position was restated for the implementation of GASB Statement No. 101 and the correction of errors made in reporting subscription-based information technology arrangements in prior years. See Note 16 to the financial statements

The Town's investment in capital assets (e.g. land, buildings, improvements, machinery and equipment); less any related debt and deferred inflows and outflows related to those assets and represents 75.7% of total net position. The Town uses these capital assets to provide services to citizens; therefore these assets are not available for future spending. Although the Town's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. Another portion of net position has restrictions on its use that are externally imposed or imposed by enabling legislation, and represents 1.3% of total net position. The remaining balance of unrestricted net position may be used to meet the government's ongoing obligations to citizens and creditors and represents 23.0% of total net position.

The following table provides a summary of the changes in net position for the Governmental Activities and the Business-type Activities for the years ended September 30, 2024 and 2025.

Town of Ocean Ridge, Florida
Summary of Changes in Net Position

	Restated 2024	2025	Increase (Decrease)	Percent Change
Revenues:				
Program revenues:				
Charges for services	\$ 1,396,652	\$ 1,651,113	\$ 254,461	18.2%
Operating grants & contributions	42,426	65,320	22,894	54.0%
Capital grants & contributions	-	142,549	142,549	100.0%
General revenues:				
Property taxes	7,952,553	8,715,080	762,527	9.6%
Infrastructure surtax	183,071	199,082	16,011	8.7%
Utility service taxes	526,001	566,873	40,872	7.8%
Franchise fees	236,940	242,155	5,215	2.2%
Gasoline taxes	55,198	59,583	4,385	7.9%
State shared revenues - unrestricted	244,669	254,241	9,572	3.9%
Local shared revenues - unrestricted	7,506	3,608	(3,898)	-51.9%
Unrestricted investment income	452,606	544,008	91,402	20.2%
Gain on disposal of capital assets	-	23,660	23,660	100.0%
Miscellaneous	949	3,354	2,405	253.4%
Total revenues	<u>11,098,571</u>	<u>12,470,626</u>	<u>1,372,055</u>	12.4%
Expenses:				
Government Activities:				
General government	1,613,256	1,939,800	326,544	20.2%
Public safety	5,416,597	6,065,180	648,583	12.0%
Public works	908,731	881,515	(27,216)	-3.0%
Physical environment	651,975	777,886	125,911	19.3%
Interest on long-term debt	90,615	52,380	(38,235)	-42.2%
Total expenses	<u>8,681,174</u>	<u>9,716,761</u>	<u>1,035,587</u>	11.9%
Change in Net Position	2,417,397	2,753,865	336,468	13.9%
Net position, beginning as restated	<u>18,542,097</u>	<u>20,959,494</u>	<u>2,417,397</u>	13.0%
Net position, ending	<u>\$ 20,959,494</u>	<u>\$ 23,713,359</u>	<u>\$ 2,753,865</u>	13.1%

Net position was restated for the implementation of GASB Statement No. 101 and the correction of errors made in reporting subscription-based information technology arrangements in prior years. See Note 16 to the financial statements.

Governmental Activities

Governmental Activities increased the Town's net position by \$2,753,865. This is an increase of 13.9% when compared to the prior fiscal year. Total revenues increased by \$1,372,055 or 12.4%. Key elements of this increase are as follows:

- Property taxes increased by \$762,527 or 9.6% due to an increase in property values.
- Unrestricted investment income increased by \$91,402 or 20.2% due to an increase in interest rates.
- Charges for services increased by \$254,461 or 18.2% due to an increase in construction activity resulting in higher building permit fees.

Total expenses increased by \$1,035,587 or 11.9% when compared to the prior fiscal year. Key elements of this increase are as follows:

- General government expenses increased by \$326,544 or 20.2% due to increases in salaries, pension contributions, and contingency expenses.
- Public safety expenses increased by \$648,583 or 12.0% due to increases in salaries, pension contributions, and professional fees related to protective inspections.
- Public works expenses decreased \$27,216 or 3.0% due to a decrease in repairs and maintenance costs.
- Physical environment expenses increased by \$125,911 or 19.3% due to increased professional fees and repairs and maintenance costs.
- Interest on the Town's long-term debt decreased \$38,235 or 42.2% due to a decrease in the debt outstanding. The Revolving Fund Loan was paid off in July 2025.

The Town's programs include general government, public safety, public works, and physical environment. General government includes the legislative, executive, financial, and other general operations of the Town. Public safety includes police services and protective inspections. Physical environment includes sanitation and environmental services. Public works operations include utilities and transportation services. Below is a schedule presenting the net cost of each program (total cost, less revenues generated by the activities). The net cost shows the extent to which the Town's general revenues support each of the Town's programs.

	Total Cost of Services	Total Program Revenues	Net Revenue (Expense)
General Government	\$ 1,939,800	\$ 1,016,567	\$ (923,233)
Public Safety	6,065,180	463,256	(5,601,924)
Public Works	881,515	18,966	(862,549)
Physical Environment	777,886	360,193	(417,693)
Interest on long-term debt	52,380	-	(52,380)
	<u>\$ 9,716,761</u>	<u>\$ 1,858,982</u>	<u>\$ (7,857,779)</u>

The total cost of all Governmental Activities this year was \$9,716,761. The schedule above shows that \$1,858,982 of the cost of services was paid by those who directly benefited from the programs and \$7,857,779 was financed through general revenues.

GOVERNMENTAL FUNDS FINANCIAL ANALYSIS

Governmental Funds

The governmental funds report on the same functions as the Governmental Activities in the government-wide statements but the focus of the governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources available at fiscal year-end. This information is useful in evaluating the Town's financing requirements. The unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the Town's governmental funds reported combined ending fund balances of \$9,961,219 an increase of \$513,988 in comparison with the prior year. Of this amount, \$6,964,751 or 69.9% is unassigned fund balance, which is available for spending at the Town's discretion. The remaining \$2,996,468 is non-spendable, restricted or assigned. Of this amount, \$58,644 is non-spendable, \$302,335 is restricted for specific purposes and \$2,635,489 is assigned for specific purposes.

The primary operating fund for the Town is the General Fund. At the end of the current fiscal year, total fund balance was \$9,999,952. As a measure of the General Fund's liquidity, it is useful to compare unassigned fund balance to total General Fund expenditures. Unassigned fund balance represents approximately 71.5% of total General Fund expenditures.

Town of Ocean Ridge, Florida General Fund Balance Sheet Summary

	Fiscal Year		Increase	Percent
	2024	2025	(Decrease)	Change
Total assets	<u>\$ 10,441,293</u>	<u>\$ 10,610,946</u>	<u>\$ 169,653</u>	1.6%
Total liabilities	\$ 355,908	\$ 468,445	\$ 112,537	31.6%
Total deferred inflows	-	142,549	142,549	100.0%
Total fund balance	<u>10,085,385</u>	<u>9,999,952</u>	<u>(85,433)</u>	-0.8%
Total liabilities, deferred inflows, and fund balance	<u>\$ 10,441,293</u>	<u>\$ 10,610,946</u>	<u>\$ 169,653</u>	1.6%

General Fund Revenues & Expenditures Summary

	Fiscal Year		Increase	Percent
	2024	2025	(Decrease)	Change
Total revenues	\$ 11,103,379	\$ 12,304,417	\$ 1,201,038	10.8%
Total expenditures	<u>8,385,272</u>	<u>9,790,500</u>	<u>1,405,228</u>	16.8%
Excess of revenues over expenditures	<u>2,718,107</u>	<u>2,513,917</u>	<u>(204,190)</u>	-7.5%
Transfers in (out)	(1,748,071)	(2,654,451)	(906,380)	51.9%
Proceeds from sale of capital assets	-	55,101	55,101	100.0%
Change in fund balance	<u>\$ 970,036</u>	<u>\$ (85,433)</u>	<u>\$ (1,055,469)</u>	-108.8%

As previously discussed, the Town reports two major funds. In addition to the General Fund, the Town reports the Capital Projects Fund as major funds. The following tables summarize the assets liabilities, fund balance, revenues, and expenditures of the major funds for fiscal years 2024 and 2025.

Town of Ocean Ridge, Florida
Capital Projects Fund Balance Sheet Summary

	Fiscal Year		Increase	Percent
	2024	2025	(Decrease)	Change
Total assets	\$ 1,211	\$ 26,664	\$ 25,453	2101.8%
Total liabilities	\$ 639,365	\$ 65,397	\$ (573,968)	-89.8%
Total fund balance	(638,154)	(38,733)	599,421	-93.9%
Total liabilities and fund balance	\$ 1,211	\$ 26,664	\$ 25,453	2101.8%

Capital Projects Fund Revenues & Expenditures Summary

	Fiscal Year		Increase	Percent
	2024	2025	(Decrease)	Change
Total revenues	\$ -	\$ -	\$ -	0.0%
Total expenditures	2,711,800	2,220,048	(491,752)	-18.1%
Excess (deficit) of revenues over (under) expenditures	(2,711,800)	(2,220,048)	491,752	-18.1%
Transfers in (out)	1,748,071	2,654,451	906,380	51.9%
Issuance of debt	-	165,018	165,018	100.0%
Change in fund balance	\$ (963,729)	\$ 599,421	\$ 1,563,150	260.8%

FUND BUDGETARY HIGHLIGHTS

The Town adopts budgets for all funds annually. General Fund revenues were \$1,138,079 less than budgeted primarily due to less than anticipated property taxes and grant revenues. Utility taxes, sales tax , infrastructure surtax and investment income were more than anticipated.

General Fund expenditures were \$986,600 less than budgeted. Expenditures for all departments except town clerk/finance, other general government, and protective inspections were less than budgeted. Law enforcement, other physical environment, public works, and contingency expenditures were significantly less than budgeted.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

The Town of Ocean Ridge's investment in capital assets for as of September 30, 2025, totaled \$18,873,890 (net of accumulated depreciation and amortization). The investment in capital assets includes land, construction in progress, buildings, infrastructure, equipment, and intangible assets The total investment in capital assets increased \$1,190,075 or 6.7% during the current fiscal year. The increase was primarily due to water main improvements.

The following table summarizes the Town's capital assets as of September 30, 2024 and 2025.

**Town of Ocean Ridge, Florida
Capital Assets, Net of Depreciation**

	Restated 2024	2025	Increase (Decrease)	Percent Change
Net Capital Assets				
Land	\$ 2,302,564	\$ 2,586,813	\$ 284,249	12.3%
Construction in progress	2,380,532	366,735	(2,013,797)	-84.6%
Buildings	2,498,113	2,325,308	(172,805)	-6.9%
Infrastructure	9,549,090	12,440,875	2,891,785	30.3%
Equipment	656,412	813,290	156,878	23.9%
Intangible assets - Leases	162,065	97,974	(64,091)	-39.5%
Intangible assets - SBITA	135,039	242,895	107,856	79.9%
Total	<u>\$ 17,683,815</u>	<u>\$ 18,873,890</u>	<u>\$ 1,190,075</u>	6.7%

Depreciation and amortization on capital assets is recognized in the Statement of Activities. Annual depreciation and amortization totaled \$963,874 for the year ended September 30, 2025. Additional information on the Town's capital assets can be found in Note 5, beginning on page 34 of this report.

Long-Term Liabilities

Long-term liabilities consist of loans payable, leases payable, subscription-based information technology arrangements payable, a net pension liability, a liability for other postemployment benefits, and a liability for compensated absences. Total long-term liabilities as of September 30, 2025, were \$5,513,603. This is a decrease of \$1,244,978 when compared with the prior year. Additional information on the Town's long-term liabilities can be found in Note 6, beginning on page 35 of this report.

The following table summarizes the Town's long-term liabilities as of September 30, 2024 and 2025.

**Town of Ocean Ridge, Florida
Long-Term Liabilities**

	Restated 2024	2025	Increase (Decrease)	Percent Change
Bank of America Loan	\$ 458,257	\$ -	\$ (458,257)	-100.0%
Revolving Fund Loan	911,836	592,769	(319,067)	-35.0%
Lease payable	145,381	100,288	(45,093)	-31.0%
SBITA payable	127,046	226,776	99,730	78.5%
Net pension liability	4,526,268	3,884,696	(641,572)	-14.2%
OPEB liability	111,857	118,559	6,702	6.0%
Compensated Absences	477,936	590,515	112,579	23.6%
Total	<u>\$ 6,758,581</u>	<u>\$ 5,513,603</u>	<u>\$ (1,244,978)</u>	-18.4%

Information on the Town's long-term liabilities can be found in Note 6, beginning on page 35 of this report.

NEXT YEAR'S BUDGET AND ECONOMIC FACTORS

Ad valorem taxes are the single most significant governmental revenue source for the Town of Ocean Ridge representing 69.9% of total revenues of the Governmental Activities for the current fiscal year. These revenues are generated by a millage rate set annually by the Town Council with a legal limit of 10 mills or \$10.00 per \$1,000 of taxable property value. The current fiscal year millage rate is \$5.4000 per \$1,000 of taxable value, and the rate is unchanged for the fiscal year ending September 30, 2026.

Each budget year the Town examines the impact of construction activity along with other economic and social factors that place a demand on the capacity to provide services. All these factors are considered in the preparation of the Town's budget. The Town has been able to adopt a budget that provides the funding necessary to maintain the existing service levels. The 2025-2026 budget anticipates continued work on the water main improvements.

CONTACTING THE TOWN'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the Town's finances and to show the Town's accountability for the money it receives. Please address questions concerning the information provided in this report or requests for additional financial information to the following:

**Town Manager
Town of Ocean Ridge
6450 North Ocean Boulevard
Ocean Ridge, Florida 33435
561-732-2635**

TOWN OF OCEAN RIDGE, FLORIDA
Statement of Net Position
September 30, 2025

	<u>Governmental Activities</u>
ASSETS	
Cash and cash equivalents	\$ 222,808
Investments	9,985,616
Receivables (net)	344,145
Prepays	58,644
Capital assets	
Non-depreciable	2,953,548
Depreciable, net	15,579,473
Amortized, net	340,869
Total assets	<u>29,485,103</u>
 DEFERRED OUTFLOWS OF RESOURCES	
Pension related items	1,141,344
Accumulated decrease in fair value - interest rate swap	7,529
Total deferred outflows of resources	<u>1,148,873</u>
 LIABILITIES	
Current liabilities	
Accounts payable	280,713
Accrued payroll	181,309
Unearned revenue	45,423
Accrued interest payable	10,124
Non-current liabilities	
Interest rate swap	7,529
Due within one year	657,924
Due in more than one year	4,855,679
Total liabilities	<u>6,038,701</u>
 DEFERRED INFOWS OF RESOURCES	
Pension related items	881,916
Total deferred inflows of resources	<u>881,916</u>
 NET POSITION	
Net investment in capital assets	17,954,057
Restricted for infrastructure	199,082
Restricted for transportation	103,253
Unrestricted	5,456,967
Total net position	<u><u>\$ 23,713,359</u></u>

See notes to the financial statements

TOWN OF OCEAN RIDGE, FLORIDA
Statement of Activities
For the Year Ended September 30, 2025

Function / Program Activities	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges For Services	Operating Grants and Contributions	Capital Grants and Contributions	Total Governmental Activities
Governmental activities					
General government	\$ 1,939,800	\$ 827,664	\$ 46,354	\$ 142,549	\$ (923,233)
Public safety	6,065,180	463,256			(5,601,924)
Public works	881,515		18,966		(862,549)
Physical environment	777,886	360,193			(417,693)
Interest on long term debt	52,380				(52,380)
Total governmental activities	<u>\$ 9,716,761</u>	<u>\$ 1,651,113</u>	<u>\$ 65,320</u>	<u>\$ 142,549</u>	<u>(7,857,779)</u>
General revenues					
Property taxes					8,715,080
Infrastructure surtax					199,082
Utility service taxes					566,873
Franchise taxes					242,155
Gasoline taxes					59,583
State shared revenues - unrestricted					254,241
Local shared revenues - unrestricted					3,608
Unrestricted investment income					544,008
Gain on disposal of capital assets					23,660
Miscellaneous					3,354
Total general revenues					<u>10,611,644</u>
Change in net position					2,753,865
Net position, beginning of year - as reported					21,190,525
Restatement - Note 16					(231,031)
Net position, beginning of year - as restated					<u>20,959,494</u>
Net position, end of year					<u>\$ 23,713,359</u>

See notes to the financial statements

TOWN OF OCEAN RIDGE, FLORIDA
Balance Sheet
Governmental Funds
September 30, 2025

	General	Capital Projects Fund	Total
ASSETS			
Cash and cash equivalents	\$ 222,541	\$ 267	\$ 222,808
Investments	9,985,616		9,985,616
Receivables (net)	344,145		344,145
Due from other funds		26,397	26,397
Prepaid items	58,644		58,644
Total assets	<u>\$ 10,610,946</u>	<u>\$ 26,664</u>	<u>\$ 10,637,610</u>
LIABILITIES			
Accounts payable	\$ 215,316	65,397	\$ 280,713
Accrued payroll	181,309		181,309
Unearned revenue	45,423		45,423
Due to other funds	26,397		26,397
Total liabilities	<u>468,445</u>	<u>65,397</u>	<u>533,842</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	142,549		142,549
Total deferred inflows of resources	<u>142,549</u>		<u>142,549</u>
FUND BALANCES			
Non-Spendable:			
Prepays	58,644		58,644
Restricted for:			
Infrastructure	199,082		199,082
Transportation	103,253		103,253
Assigned to:			
Self insurance	160,000		160,000
Drainage	370,000		370,000
Beautification	115,000		115,000
Subsequent year budget	1,990,489		1,990,489
Unassigned	7,003,484	(38,733)	6,964,751
Total fund balances	<u>9,999,952</u>	<u>(38,733)</u>	<u>9,961,219</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 10,610,946</u>	<u>\$ 26,664</u>	<u>\$ 10,637,610</u>

See notes to the financial statements

TOWN OF OCEAN RIDGE, FLORIDA
Reconciliation of the Balance Sheet – Governmental Funds
to the Statement of Net Position
September 30, 2025

Fund balances total governmental funds	\$	9,961,219
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and are not reported in governmental funds.

Governmental capital assets	\$ 33,300,700	
Less accumulated depreciation and amortization	<u>(14,426,810)</u>	18,873,890

Revenues earned but not collected within 60 days are not current financial resources and are not reported in governmental funds.

Unavailable revenue		142,549
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Long-term liabilities are not due and payable in the current period and are not reported in governmental funds.

Compensated absences	(590,515)	
Loans payable	(592,769)	
Lease payable	(100,288)	
SBITA payable	(226,776)	
Net pension liability	(3,884,696)	
Total other postemployment benefits liability	(118,559)	
Accrued interest on long-term debt	<u>(10,124)</u>	(5,523,727)

Deferred outflows of resources and deferred inflows of resources related to defined benefit pension plans are applicable to future periods and are not reported in governmental funds.

Pension related deferred outflows	1,141,344	
Pension related deferred inflows	<u>(881,916)</u>	<u>259,428</u>

Net position of governmental activities	\$	<u><u>23,713,359</u></u>
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See notes to the financial statements

TOWN OF OCEAN RIDGE, FLORIDA
Statement of Revenues, Expenditures, and Changes
in Fund Balances - Governmental Funds
For the Year Ended September 30, 2025

	General	Capital Projects Fund	Total
REVENUES			
Property taxes	\$ 8,715,080	\$	\$ 8,715,080
Utility service taxes	566,873		566,873
Gasoline taxes	59,583		59,583
1/2 Cent sales tax	191,528		191,528
Infrastructure surtax	199,082		199,082
Local business tax	1,158		1,158
Electric franchise fee	242,155		242,155
State shared revenues	62,713		62,713
Local shared revenues	3,608		3,608
Licenses and permits	768,898		768,898
Fines and forfeitures	183,511		183,511
Charges for services	697,546		697,546
Interest income	544,008		544,008
Contributions	46,354		46,354
Miscellaneous	22,320		22,320
Total revenues	<u>12,304,417</u>	<u></u>	<u>12,304,417</u>
EXPENDITURES			
Current			
General government	1,795,197	6,436	1,801,633
Public safety	5,973,959		5,973,959
Public works	326,006		326,006
Physical environment	778,166		778,166
Debt service			
Principal	852,335	35,370	887,705
Interest	57,687		57,687
Capital outlay	7,150	2,178,242	2,185,392
Total expenditures	<u>9,790,500</u>	<u>2,220,048</u>	<u>12,010,548</u>
Excess (deficiency) of revenues over expenditures	<u>2,513,917</u>	<u>(2,220,048)</u>	<u>293,869</u>
OTHER FINANCIAL SOURCES (USES)			
Transfers in		2,654,451	2,654,451
Transfers out	(2,654,451)		(2,654,451)
Proceeds from issuance of debt - SBITA		165,018	165,018
Proceeds from sale of capital assets	55,101		55,101
Total other financing sources (uses)	<u>(2,599,350)</u>	<u>2,819,469</u>	<u>220,119</u>
Net change in fund balances	(85,433)	599,421	513,988
Fund balances, beginning of year	<u>10,085,385</u>	<u>(638,154)</u>	<u>9,447,231</u>
Fund balances, end of year	<u>\$ 9,999,952</u>	<u>\$ (38,733)</u>	<u>\$ 9,961,219</u>

See notes to the financial statements

TOWN OF OCEAN RIDGE, FLORIDA
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund
Balances of the Governmental Funds to the Statement of Activities
For the Year Ended September 30, 2025

Net change in fund balances - total governmental funds \$ 513,988

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of capital assets is allocated over their estimated useful lives and reported as depreciation or amortization expense.

Expenditures for capital assets	\$ 2,185,392	
Less: current year depreciation and amortization	<u>(963,874)</u>	1,221,518

The issuance of long-term debt provides current financial resources to governmental funds, while repayment of principal of long-term debt is an expenditures in governmental funds. Interest payable is not accrued in governmental funds.

Debt issuance	(165,018)	
Principal payments on debt	887,705	
Decrease in accrued interest payable	<u>5,307</u>	727,994

Gains and losses on the disposal of fixed assets are not reported in the governmental funds but are reported in the statement of activities

Net book value of fixed asset disposals	(31,441)
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Governmental funds report revenues when earned and available. However, in the Statement of Activities, revenues are recognized when earned, regardless of availability

Change in unavailable revenue	142,549
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Some expenses reported in the Statement of Activities do not requires the use of current financial resources, and therefore are not reported as expenditures in governmental funds.

Increase in compensated absences payable	(112,579)	
Decrease in other postemployment benefits	(6,702)	
Change in net pension liability and related deferred amounts	<u>298,538</u>	<u>179,257</u>

Change in net position	<u><u>\$ 2,753,865</u></u>
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See notes to the financial statements

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Town of Ocean Ridge, Florida (the “Town”) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The Town’s significant accounting policies are described below.

Reporting Entity

The Town of Ocean Ridge, Florida is a municipal corporation organized pursuant to Chapter 15088, 1931 Laws of Florida, and governed by an elected five-member Commission. The Town Commission is responsible for the establishment and adoption of policy. The Commission appoints a Town Manager who is responsible for the execution of policy. The Town's major operations include law enforcement and fire control, protective inspections, sanitation, environmental, public works, civil defense, and general and administrative services.

As required by generally accepted accounting principles, these financial statements include the Town (the primary government) and its component units. Component units are legally separate entities for which the Town is financially accountable. The Town is financially accountable if:

- a) the Town appoints a voting majority of the organization’s governing board and (1) the Town is able to impose its will on the organization or (2) there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the Town, or
- b) the organization is fiscally dependent on the Town and (1) there is a potential for the organization to provide specific financial benefits to the Town or (2) impose specific financial burdens on the Town.

Organizations for which the Town is not financially accountable are also included when doing so is necessary in order to prevent the Town’s financial statements from being misleading.

Based upon application of the above criteria, management of the Town has determined that no component units exist which would require inclusion in this report. Further, the Town is not aware of any entity that would consider the Town to be a component unit.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government-wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all the non-fiduciary activities of the primary government. For the most part, the effect of inter-fund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not included among program revenues are reported instead as general revenues.

Fund financial statements are provided for governmental funds. The Town has no fund types other than governmental funds. Major individual governmental funds are reported in separate columns in the fund financial statements.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses recorded when a liability is incurred, regardless of the timing of related cash flows. The Town does not accrue property tax revenues since the collection of these taxes coincides with the fiscal year in which levied, and since the Town consistently has no material uncollected property taxes at year end. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental Funds

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough afterwards to pay liabilities of the current period. The Town considers revenues collected within 60 days of the year end to be available to pay liabilities of the current period. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures relating to compensated absences and claims and judgments are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental Funds (Continued)

Issuance of long-term debt, acquisitions under capital leases, and acquisition under subscription based information technology arrangements are reported as other financing sources.

Fines and permit revenues are not susceptible to accrual because generally, they are not measurable until received in cash. Property taxes, franchise taxes, licenses, interest revenue, intergovernmental revenues, and charges for services associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the Town.

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted resources first, then unrestricted resources as needed.

The Town reports the General Fund and the Capital Projects Fund as major governmental funds. The General Fund is the general operating fund of the Town. It is used to account for all financial resources except those required to be accounted for in another fund. The Capital Projects Fund accounts for the financial resources for the acquisition or construction of major capital facilities.

Cash and Cash Equivalents

Cash and cash equivalents include amounts on deposit in demand accounts.

Investments

Investments are stated at fair value. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is a market-based measurement, not an entity-specific measurement. For some assets and liabilities, observable market transactions or market information might be available; for others, it might not be available. However, the objective of fair value measurement in both cases is the same, that is, to determine the price at which an orderly transaction to sell the asset or to transfer the liability would take place between market participants at the measurement date under current market conditions. Fair value is an exit price at the measurement date from the perspective of a market participant that controls the asset or is obligated for the liability. The Town categorizes investments reported at fair value in accordance with the fair value hierarchy established by GASB Statement No. 72, *Fair Value Measurement and Application*.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Accounts Receivable

Accounts receivable of the General Fund consists of billed and unbilled receivables. The Town has not established an allowance for doubtful accounts because the Town considers all receivables to be collectible.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. In the governmental funds, prepaid items are recorded using the consumption method and are offset by the nonspendable fund balance component which indicates they do not constitute available spendable resources, even though they are a component of current assets.

Capital Assets

Capital assets are defined by the Town as assets with an estimated useful life in excess of one year and a value at the date of acquisition in excess of \$5,000. Effective October 1, 2016, the Town increased the capitalization threshold from \$500 to \$5,000 for all classes of capital assets. Capital assets are reported in the government-wide Statement of Net Position and include plant, property, equipment, and infrastructure assets (i.e., roads, bridges, sidewalks, and similar assets). Purchased capital assets are recorded at cost. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are reported at acquisition value. Depreciation is computed using the straight-line method over the estimated useful lives for all reported capital assets, except land and construction in progress. The estimated useful lives are as follows:

Buildings	30 years
Roadways	30 years
Water distribution and drainage systems	40 years
Police and fire equipment	7 - 10 years
Furniture and other equipment	3 - 7 years

Leases

Lease contracts that provide the Town with control of a non-financial asset, such as land, buildings, or equipment, for a period of time in excess of twelve months are reported as an intangible right-to-use lease asset with a related lease liability. The lease liability is recorded at the present value of future lease payments, including fixed payments, variable payments based on an index or fixed rate and reasonably certain residual guarantees. The intangible right-to-use leased asset is recorded for

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Leases (Continued)

the same amount as the related lease liability plus any prepayments and initial direct costs to place the asset in service. Leased assets are amortized over the shorter of the useful life of the asset or the lease term. The lease liability is reduced for lease payments made, less the interest portion of the lease payment.

Lease contracts that provide an external entity with control of the Town's non-financial asset, such as land, buildings, or equipment, for a period of time in excess of twelve months are reported as a leased receivable with a related lease deferred inflow of resources. The lease receivable is recorded at the present value of future lease payments expected to be received during the lease term, reduced by any provision for estimated uncollectible amounts. The lease deferred inflow of resources is recorded for the same amount as the related lease receivable less any lease incentives. Leased deferred inflow of resources are amortized over the lease term. The lease receivable is reduced for lease payments made, less the interest portion of the lease payment.

Subscription-Based Information Technology Arrangements

A contract that conveys control of the right to use another party's information technology software, alone or in combination with tangible capital assets, as specified in the contract for a period of time in an exchange or exchange-like transaction is a subscription-based information technology arrangement (SBITA). At the commencement of the subscription term the Town recognizes a subscription liability and an intangible right-to-use asset. Subscription liabilities are initially measured at the present value of subscription payments expected to be made during the subscription term. Future subscription payments are discounted using the interest rate the SBITA vendor charges the Town or the Town's incremental borrowing rate if the interest rate is not readily determinable. Amortization of the discount on the subscription liability is recognized as an outflow of resources (for example, interest expense). The SBITA assets are initially measured at an amount equal to the initial measurement of the related SBITA liability plus any SBITA payments made prior to the subscription term, less SBITA incentives, plus any ancillary charges necessary to place the SBITA into service. The SBITA assets are amortized on a straight-line basis over the life of the related contract. The costs of normal maintenance and repairs that do not add to the values of the assets or materially extend the asset lives are not capitalized and are expensed as incurred. The Town monitors changes in circumstances that would require a remeasurement of its SBITAs and will do so if certain changes occur that would be expected to significantly affect the amount of the lease liability. SBITA assets are reported with other capital assets and SBITA lease liabilities are reported with long-term liabilities on the statement of net position.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Compensated Absences

Compensated absences are absences for which employees will be paid, such as vacation and sick leave. A liability for compensated absences that is attributable to services already rendered and that is not contingent on a specific event that is outside the control of the government and its employees is accrued as employees earn the rights to the benefits. Compensated absences that relate to future services or that are contingent on a specific event that is outside the control of the government and its employees are accounted for in the period in which such services are rendered or such events take place. All vacation and sick leave are accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements. Town employees who are union members may accumulate up to 84 hours of vacation leave and other employees may accumulate up to 80 hours. Town employees hired on or after May 7, 1991 may accumulate up to 20 days of sick leave. Employees hired prior to May 7, 1991 shall not be subject to the 20 days of sick leave maximum. Accumulated vacation is payable to employees upon termination or retirement at the rate of pay on that date. Sick leave can be used for paid time off or paid to employees upon termination or retirement for one-fourth of the days of unused sick leave at the rate of pay on that date.

Interest Rate Swaps

The Town enters into interest rate swap agreements to modify interest rates on outstanding debt.

Interest Cost

Interest costs in governmental funds are charged to expenditures as incurred. Construction period interest incurred in governmental funds is not capitalized.

Unearned Revenue

The government reports unearned revenue on its government wide Statement of Net Position and governmental funds balance sheet. Unearned revenue arises when resources are obtained prior to revenue recognition. In subsequent periods, when revenue recognition criteria are met the unearned revenue is removed and revenue is recognized.

Unavailable Revenue

The government reports unavailable revenue on its governmental funds balance sheet for resource inflows that do not qualify for recognition as revenue in a governmental fund because they are not yet considered available.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Encumbrances

Encumbrance accounting is used for purposes of budgetary control and contract compliance. Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded to earmark that portion of the applicable appropriation, is employed as an extension of formal budgetary integration. Because appropriations expire at year end, the Town's policy is to automatically add encumbered amounts at year end to the subsequent year budget.

Deferred Outflows of Resources

The government-wide Statement of Net Position and the Governmental Funds Balance Sheet will sometimes include a separate section for deferred outflows of resources. This financial statement element represents a consumption of net assets applicable to future periods and will not be recognized as expenditures until the future period(s). The Town has two items that qualify for reporting in this category. They are pension related items and the accumulated decrease in fair value of an interest rate swap.

Deferred Inflows of Resources

The government-wide Statement of Net Position and the Governmental Funds Balance Sheet will sometimes include a separate section for deferred inflows of resources. This financial statement element represents the acquisition of net assets applicable to future periods and will not be recognized as revenue until the future period(s). The Town has two types of items that qualify for reporting in this category. They are pension related items which are reported only in the statement of net position and unavailable revenue, which occurs only under the modified accrual basis of accounting, which are reported only in the governmental funds balance sheet.

Interfund Transactions

Transactions between funds consist of loans, services provided, reimbursements, or transfers. Interfund loans are reported as Due From Other Funds and Due To Other Funds as appropriate and are subject to elimination in the government-wide financial statements. Services deemed to be reasonably equivalent in value are treated as revenues and expenditures. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost. All other interfund transactions are presented as transfers.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund Balances

In the fund financial statements, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the Town is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Fund balance is reported under the following categories:

1. Nonspendable fund balances – Includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash, for example, inventories and prepaid amounts. It also includes the long-term amount of loans and notes receivable, as well as property acquired for resale. However, if the use of the proceeds from the collection of those receivables or from the sale of those properties is restricted, committed, or assigned, then they should be included in the appropriate fund balance classification (restricted, committed, or assigned), rather than the nonspendable fund balance. The corpus (or principal) of a permanent fund is an example of an amount that is legally or contractually required to be maintained intact.
2. Restricted fund balance – Includes amounts that are restricted to specific purposes when constraints placed on the use of resources are either (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.
3. Committed fund balance – Includes amounts that can be used only for specific purposes pursuant to constraints imposed by an ordinance, the Town’s highest level of decision making authority. Those committed amounts cannot be used for any other purpose unless the Town removes or changes the specified use by taking the same type of action employed to previously commit those amounts.
4. Assigned fund balance – Includes amounts intended to be used by the Town for specific purposes, but are neither restricted nor committed. In accordance with the Town’s fund balance policy, assignments may be made by formal action of the Town Commission or authority may be delegated to the Town Manager.
5. Unassigned fund balance – Includes the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. The general fund should be the only fund that reports a positive unassigned fund balance amount. In other governmental funds, it may be necessary to report a negative unassigned fund balance if expenditures incurred for specific purposes exceeded the amounts restricted, committed, or assigned to those purposes.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund Balances (Continued)

When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available, it is the Town's policy to reduce restricted amounts first. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, it is the Town's policy to reduce committed amounts first, followed by assigned amounts, then unassigned amounts.

Net Position

Net position is the residual of all other elements presented in a statement of financial position. It is the difference between (a) assets plus deferred outflows of resources and (b) liabilities and deferred inflows of resources. Net position is displayed in the following three components:

1. Net investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes or other borrowings that are attributable to the acquisition, construction or improvement of those assets.
2. Restricted net position – Consists of net position with constraints placed on the use either by: (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions of enabling legislation.
3. Unrestricted net position – All other net position that does not meet the definition of "restricted" or "net investment in capital assets."

Budgetary Data

Formal budgetary integration is employed as a management control device during the year for the General Fund and the Capital Projects Fund. All budgets are legally enacted. Budgets are adopted on a basis consistent with generally accepted accounting principles. Budgeted amounts are as originally adopted, or as amended by appropriate action.

Property Taxes

Under Florida law, the assessment of all properties and the collection of all county, municipal, and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The laws of the State regulating tax assessment are also designed to assure a consistent property valuation method statewide.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property Taxes (Continued)

The tax levy of the Town is established by the Town Commission prior to October 1 of each year, and the Palm Beach County Property Appraiser incorporates the Town's millage into the total tax levy, which includes Palm Beach County and Palm Beach County School Board tax requirements. The millage rate assessed by the Town for the year ended September 30, 2025 was 5.4000 (\$5.4000 for each \$1,000 of assessed valuation).

All property is reassessed according to its fair market value January 1 of each year, which is also the lien date. Each assessment roll is submitted to the Executive Director of the State Department of Revenue for review to determine if the rolls meet all the appropriate requirements of state statutes.

All taxes are due and payable on November 1 of each year or as soon thereafter as the assessment roll is certified and delivered to the Tax Collector. All unpaid taxes become delinquent on April 1 following the year in which they are assessed. Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January and 1% in the month of February. The taxes paid in March are without discount.

Delinquent taxes on real property bear interest of 18% per year. On or prior to June 1 following the tax year, certificates are sold for all delinquent taxes on real property. After the sale, tax certificates bear interest of 18% per year or any lower rate bid by the buyer. Application for a tax deed on any unredeemed tax certificates may be made by the certificate holder after a period of two years. Delinquent taxes on personal property bear interest of 18% per year until the tax is satisfied either by seizure and sale of the property or by the five year statute of limitations.

Use of Estimates

The financial statements and related disclosures are prepared in conformity with accounting principles generally accepted in the United States. Management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and revenue and expenses during the period reported. These estimates include assessing the collectability of accounts receivable, the use and recoverability of inventory, and useful lives and impairment of tangible and intangible assets, among others. Estimates and assumptions are reviewed periodically and the effects of revisions are reflected in the financial statements in the period they are determined to be necessary. Actual results could differ from the estimates.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Implementation of Accounting Pronouncements

The Town implemented the following Governmental Accounting Standards Board Statements during the current fiscal year.

GASB Statement No. 101, *Compensated Absences*. The unified recognition and measurement model in this Statement will result in a liability for compensated absences that more appropriately reflects when a government incurs an obligation. In addition, the model can be applied consistently to any type of compensated absences and will eliminate potential comparability issues between governments that offer different types of leave. The model also will result in a more robust estimate of the amount of compensated absences that a government will pay or settle, which will enhance the relevance and reliability of information about the liability for compensated absences. See Note 16.

GASB Statement No. 102, *Certain Risk Disclosures*. The requirements of this Statement will improve financial reporting by providing users of financial statements with essential information that currently is not often provided. The disclosures will provide users with timely information regarding certain concentrations and constraints and related events that have occurred or have begun to occur that make a government vulnerable to a substantial impact. As a result, users will have better information with which to understand and anticipate certain risks to a government's financial condition. Implementation of this Statement did not impact the District's financial statements.

Recently Issued Accounting Pronouncements

A brief description of new accounting pronouncements that might have a significant impact on the Town's financial statements is presented below. Management is currently evaluating the impact of adoption of these statements in the Town's financial statements.

In April 2024 the Governmental Accounting Standards Board issued Statement No. 103, *Financial Reporting Model Improvements*. This statement will improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement also addresses certain application issues. This Statement is effective for the fiscal year ending September 30, 2026.

In September 2024, the GASB issued Statement No. 104, *Disclosure of Certain Capital Assets*. The requirements of this Statement will improve financial reporting by providing users of financial statements with essential information about certain types of capital assets in order to make informed decisions and assess accountability. Additionally, the disclosure requirements will improve consistency and comparability between governments. This Statement is effective for the fiscal year ending September 30, 2026.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recently Issued Accounting Pronouncements (Continued)

In December 2025, the GASB issued Statement No. 105, *Subsequent Events*. The requirements of this Statement will improve financial reporting related to subsequent events by (1) clarifying the subsequent events time frame and the subsequent events that constitute recognized and nonrecognized events and (2) specifying the information items that are required to be disclosed about subsequent events. Those improvements will assist preparers and auditors in applying the requirements more consistently, thereby reducing diversity in practice and providing information that better meets the needs of financial statement users. This Statement is effective for the fiscal year ending September 30, 2027.

NOTE 2 – BUDGETARY INFORMATION

The Town Manager submits an annual budget to the Town Commission in accordance with the Town Charter and the Florida Budget Act. The budget is presented to the Town Commission for review, and public hearings are held to address priorities and the allocation of resources. In September, the Town Commission adopts the annual fiscal year appropriated budgets for the Town funds. Once approved, the Town Commission may amend the legally adopted budget when unexpected modifications are required in estimated revenues and appropriations.

The General Fund's appropriated budget is prepared on a detailed line item basis. Revenues are budgeted by source. Expenditures are budgeted by department, which constitutes the legal level of control. Expenditures may not exceed appropriations at this level. Budget revisions at this level are subject to final review by the Town Commission. Within these control levels, the Town Manager may transfer appropriations between line items.

The budget for the General Fund is prepared in accordance with generally accepted accounting principles in the United States of America. The budget and actual financial statements are also reported on this basis. Unencumbered appropriations for annually budgeted funds lapse at fiscal year-end.

NOTE 3 – DEPOSITS AND INVESTMENTS

Deposits

Deposits are either covered by insurance provided by the Federal Depository Insurance Corporation or are held in banking institutions approved by the Treasurer of the State of Florida. Under Florida Statutes, Chapter 280, *Florida Security for Public Deposits Act*, the State Treasurer requires all Florida qualified public depositories to deposit with the Treasurer or other banking institution eligible collateral. In the event of failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses. The Town's deposits

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 3 – DEPOSITS AND INVESTMENTS (Continued)

Deposits (Continued)

at year end are considered insured for custodial credit risk purposes. As of September 30, 2025, the bank balance of the Town's deposits was \$210,373 and the carrying amount was \$222,658. The Town also had \$150 in petty cash for a total carrying amount of \$222,808..

Investments

GASB Statement No. 72, *Fair Value Measurement and Application*, requires governments to disclose the fair value hierarchy for each type of asset or liability measured at fair value in the notes to the financial statements. The standard also requires governments to disclose a description of the valuation techniques used in the fair value measurement and any significant changes in valuation techniques. GASB 72 establishes a three-tier fair value hierarchy. The level in which an asset is assigned is not indicative of its quality but an indication of the source of valuation inputs. The hierarchy is based on valuation inputs used to measure the fair value as follows:

- Level 1: Inputs are directly observable, quoted prices in active markets for identical assets or liabilities.
- Level 2: Inputs are other than quoted prices included within Level 1 that are for the asset or liability, either directly or indirectly. These inputs are derived from or corroborated by observable market data through correlation or by other means.
- Level 3: Inputs are unobservable inputs used only when relevant Level 1 and Level 2 inputs are unavailable.

In January 2023, the Town adopted an investment policy to govern the investment of surplus funds. The policy authorizes the Town to invest surplus funds in the following investment types:

- United States Government Securities
- United States Government Agencies
- Federal Instrumentalities (U.S. Government Sponsored Agencies)
- Interest Bearing Time Deposits or Savings Accounts
- Repurchase Agreements
- Florida Prime Investment Pool
- Money Market Accounts
- Mutual Funds Registered Investment Companies
- Intergovernmental Investment Pools as provided in Section 163.01, Florida Statutes
- Florida Municipal Investment Trust (Short Term Bond Portfolio and/or Intermediate Term Bond Portfolio)
- Foreign Obligations of the State of Israel

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 3 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

The investment policy places limits on the maximum allocation for each investment type, individual issuers, and the maximum maturity at the time of purchase.

The Florida Cooperative Liquid Assets Securities System Trust (“FLCLASS”) is a common law trust established, created, and authorized by an Interlocal Agreement by and among participating Florida public agencies. FLCLASS is an authorized investment pool under Section 218.415(16)(a), Florida Statutes, and was established for participating Florida agencies on April 1, 2015, under the Interlocal Agreement and commenced operations on July 15, 2015 (inception). The most recently amended and restated Interlocal Agreement is dated as of March 4, 2021. FLCLASS is available for investment by any unit of local government within the State of Florida. The purpose of FLCLASS is to enable such units to cooperate in the investment of their available funds. FLCLASS presently offers shares in three portfolios, FLCLASS, FLCLASS Enhanced Cash, and FLCLASS Term Series. FLCLASS operates like a money market mutual fund with each share valued at \$1.00. FLCLASS Enhanced Cash is an enhanced cash, variable net asset value (“NAV”) fund that offers next-day liquidity. FLCLASS Term Series is made up of one or more term series investments, each of which has a fixed rate and duration and is designed for participants who will not need access to their investment prior to the termination date of the individual series. Distributions from net investment income are declared and posted to participant accounts daily for FLCLASS.

FLCLASS measures its investments at fair value and participants in the investment pool are not required to be categorized within the GASB Statement No. 72 fair value hierarchy.

With the consent of the Board, the FLCLASS Administrator shall determine when an event occurs that entitles the Custodian to temporarily suspend or postpone a Participant’s right to withdrawals that may be for the whole or any part of any period (i) during which trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market, (ii) a general banking moratorium shall have been declared by Federal, state, or the state of New York authorities, or (iii) there shall have occurred any outbreak, material escalation of hostilities, other calamity, or crisis, the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the investment property because of the substantial losses that might be incurred or (b) to determine the investment property value in accordance with the valuation procedures.

Credit Risk

Credit risk is the risk that an issuer or other counter party to an investment will not fulfill its obligations. The Town’s investment policies limit its investments to high quality investments to control credit risk. As of September 30, 2025, FLCLASS is rated AAAm by S&P Global Ratings

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 3 – DEPOSITS AND INVESTMENTS (Continued)

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Town's investment policy limits the maximum maturity of investments at the time of purchase as a means of managing exposure to fair value losses arising from increasing interest rates. As of September 30, 2025, the weighted average days to maturity for FLCLASS is 42 days.

Custodial Credit Risk

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Town will not be able to recover the value of its investments that are in the possession of an outside party. FLCLASS is an external investment pool and is not subject to custodial credit risk.

As of September 30, 2025, the weighted average maturity and the credit rating for the Town's investment was as follows.

Investments	Balance	Weighted Average Maturity	Credit Rating
FLCLASS Investment Pool	\$ 9,985,616	42 days	AAAm Standard & Poor's

NOTE 4 – RECEIVABLES

The Town's receivables as of September 30, 2025, are as follows:

	General Fund
Due from other governments	\$ 251,935
Franchise fees	47,615
Utility service taxes	37,455
Accounts receivable - billed	7,140
Total receivables	344,145
Less allowance for uncollectible accounts	
Net receivables	<u>\$ 344,145</u>

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2025, was as follows:

<u>Governmental Activities</u>	<u>Restated Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
Capital Assets Not Being Depreciated				
Land	\$ 2,302,564	284,249	\$	\$ 2,586,813
Construction in Progress	2,380,532	1,379,092	(3,392,889)	366,735
Total Assets Not Being Depreciated	<u>4,683,096</u>	<u>1,663,341</u>	<u>(3,392,889)</u>	<u>2,953,548</u>
Capital Assets Being Depreciated				
Buildings	5,410,266	7,150		5,417,416
Infrastructure	19,398,300	3,392,889		22,791,189
Equipment	1,814,204	349,881	(562,552)	1,601,533
Total Assets Being Depreciated	<u>26,622,770</u>	<u>3,749,920</u>	<u>(562,552)</u>	<u>29,810,138</u>
Less Accumulated Depreciation For				
Buildings	(2,912,153)	(179,955)		(3,092,108)
Infrastructure	(9,849,210)	(501,104)		(10,350,314)
Equipment	(1,157,792)	(177,585)	547,134	(788,243)
Total Accumulated Depreciation	<u>(13,919,155)</u>	<u>(858,644)</u>	<u>547,134</u>	<u>(14,230,665)</u>
Total Capital Assets Being Depreciated, Net	<u>12,703,615</u>	<u>2,891,276</u>	<u>(15,418)</u>	<u>15,579,473</u>
Capital Assets Being Amortized				
Intangible assets - Leases	243,101		(33,151)	209,950
Intangible assets - SBITA	187,166	165,018	(25,120)	327,064
Total Assets Being Amortized	<u>430,267</u>	<u>165,018</u>	<u>(58,271)</u>	<u>537,014</u>
Less Accumulated Amortization For				
Intangible assets - Leases	(81,036)	(48,068)	17,128	(111,976)
Intangible assets - SBITA	(52,127)	(57,162)	25,120	(84,169)
Total Accumulated Amortization	<u>(133,163)</u>	<u>(105,230)</u>	<u>42,248</u>	<u>(196,145)</u>
Total Capital Assets Being Amortized, Net	<u>297,104</u>	<u>59,788</u>	<u>(16,023)</u>	<u>340,869</u>
Capital Assets, Net	<u>\$ 17,683,815</u>	<u>\$ 4,614,405</u>	<u>\$ (3,424,330)</u>	<u>\$ 18,873,890</u>

The beginning balances were restated to correct errors made in reporting SBITAs in prior years. See Note 16.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 5 – CAPITAL ASSETS (Continued)

Depreciation expense was charged to functions and programs of the primary government as follows:

<u>Governmental Activities</u>	<u>Depreciation</u>	<u>Amortization</u>	<u>Total</u>
General government	\$ 204,243	\$	\$ 204,243
Public safety	96,132	105,230	201,362
Public works	558,269		558,269
	<u>\$ 858,644</u>	<u>\$ 105,230</u>	<u>\$ 963,874</u>

NOTE 6 – LONG-TERM LIABILITIES

During the year ended September 30, 2025, the following changes occurred in long-term liabilities:

<u>Governmental Activities</u>	<u>Restated Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Direct Borrowings					
Revolving Fund Loan	\$ 458,257	\$	\$ (458,257)	\$	\$
Bank of America Loan	911,836		(319,067)	592,769	289,937
Total Direct Borrowings	<u>1,370,093</u>		<u>(777,324)</u>	<u>592,769</u>	<u>289,937</u>
Lease payable	145,381		(45,093)	100,288	48,380
SBITA payable	127,046	165,018	(65,288)	226,776	62,607
Net pension liability	4,526,268		(641,572)	3,884,696	
OPEB	111,857	15,021	(8,319)	118,559	8,000
Compensated absences	477,936	112,579		590,515	249,000
	<u>5,388,488</u>	<u>292,618</u>	<u>(760,272)</u>	<u>4,920,834</u>	<u>367,987</u>
	<u>\$6,758,581</u>	<u>\$ 292,618</u>	<u>\$ (1,537,596)</u>	<u>\$ 5,513,603</u>	<u>\$ 657,924</u>

The beginning balances were restated for the implementation of GASB Statement No. 101 and for the correction of errors in prior years. See Note 16. The change in compensated absences is presented as a net change.

Interest Expense

Total interest costs incurred and paid on all Town debt for the year ended September 30, 2025 were \$52,380 and \$57,687, respectively.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Clean Water State Revolving Fund Loan

The Town has entered into a Clean Water State Revolving Fund Loan Agreement with The State of Florida Department of Environmental Protection (the “Department”). The loan was initially obtained by the Town in 2002 in the amount of \$439,398 for planning and design for major drainage improvements. The loan was amended in 2004 to include an additional \$3,988,000 for construction, amended again in 2005 for additional construction funds of \$1,679,076 and amended again in 2006 for additional construction funds of \$900,343. The loan is payable from and secured by the Local Government Half-Cent Sales Tax revenue, Florida Power and Light Franchise Tax revenue, Communications Service Tax revenue, and Utility Service Tax revenues received yearly. The loan bears interest of approximately 3%.

The loan agreement contains a provision that upon the occurrence of any event of default the Department may enforce its rights by certifying to the Florida Auditor General and the Florida Comptroller delinquency on loan repayments. The Department may intercept the delinquent amounts plus a penalty from any unobligated funds due to the Town under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. The Department may impose a penalty in an amount not to exceed the interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt. The Department may also enforce its rights by accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the loan to as much as 3.333 times the loan interest rate.

Principal and interest paid for the current fiscal year was \$467,944 and total pledged revenues were \$1,000,555. The loan was paid off in July 2025.

Bank of America Town Hall Promissory Note

On August 27, 2007, the Town issued its \$4,000,000 Bank of America Promissory Note for the purpose of constructing a new town hall. The Town covenants that, so long as the Note shall remain unpaid or any other amounts are owed by the Town under the Loan Agreement, Note, or the Hedge, it will appropriate in its annual budget, by amendment if required, from non-ad valorem revenues, amounts sufficient to pay principal and interest on the Note and other amounts owed under the Loan Agreement and the Hedge as they become due. Non-ad valorem revenues means all revenues of the Town not derived from ad valorem taxation and which are lawfully available to pay debt service on the Note, but only after provision has been made by the Town for the payment of services and programs which are for essential public purposes affecting the health, welfare, and safety of the inhabitants of the Town or which are legally mandated by applicable law.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Bank of America Town Hall Promissory Note (Continued)

Interest only is due for the first twelve months in quarterly payments beginning November, 2007. Thereafter, interest and principal are due in quarterly payments through August 2027. The interest rate will be a variable rate calculated at the beginning of each month. The variable rate was originally based upon the London Interbank Offer Rate (“LIBOR”), which ceased to exist after June 30, 2023, making it necessary to amend the Note to incorporate a different index rate. In April 2023, the Town and the Bank entered into an agreement that the replacement index will be the Secured Overnight Financing Rate (“SOFR”). Effective April 2023, the variable rate is equal to the sum of 63.7% of the Daily SOFR plus 0.80%. The Daily SOFR means the rate per annum equal to the sum of the SOFR determined for any day plus 0.11448%. As of September 30, 2025, the interest rate was 3.57380%.

The loan agreement includes a provision that upon the occurrence of any event of default, the bank may declare all obligations of the Town under the Loan Agreement and the Note to be immediately due and payable without further action of any kind and upon such declaration the Note and the interest accrued thereon shall become immediately due and payable.

Interest Rate Swap

Terms and Objectives: In an effort to lower its borrowing costs when compared against fixed rate loans at the time of issuance, the Town issued the \$4,000,000 variable rate Bank of America Promissory Note and entered into a corresponding pay fixed rate swap agreement. The objective of the swap is to change the Town’s variable rate loan into a synthetic fixed rate instrument. Based on the swap agreement, the Town pays a fixed rate of 4.315% to the counterparty of the swap, based on the notational amount. In return, the counterparty pays interest based on an applicable rate that is equal to 63.7% of the Daily SOFR plus 0.80%. The loan principal is not exchanged; it is only the basis on which the interest payments are calculated. The effective date of the swap was September 1, 2007 and the termination date is August 1, 2027. The notational amount of the swap is the same as the principal amount of the loan. The notational amount was \$4,000,000 at the effective date of the swap and \$592,769 as of September 30, 2025.

The interest rate swap is a derivative instrument as defined in GASB Statement No. 53, *Accounting and Financial Reporting for Derivative Instruments*. The primary objective of this derivative instrument is to function as a hedging instrument. The interest rate swap is classified as a discrete cash flow hedge. As a derivative instrument associated with a hedgeable item, this interest rate swap is effective by significantly reducing an identified financial risk by substantially offsetting changes in the cash flows of the Bank of America Promissory Note. The Town used the synthetic instrument method to evaluate hedge effectiveness for the swap.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Interest Rate Swap (Continued)

Basis Risk: The Town is not exposed to basis risk because the variable payment received from the counterparty is determined on the same basis as that used to calculate the promissory note variable rate. The promissory note and counterparty interest rates are both equal to 63.7% of the Daily SOFR one month rate plus 0.80%.

Fair Value: As of September 30, 2025, the swap had a negative fair value of \$7,529 because interest rates have declined since the execution of the swap. The fair value increased \$7,978 during the fiscal year ended September 30, 2025 from a negative fair value of \$15,507 at September 30, 2024. The fair values are estimated using a proprietary valuation model developed by the counterparty. This valuation method estimates future cash flows by projecting forward rates, and then discounts those cash flows to their present value. The valuation inputs used to measure the fair value of the swap are significant other observable inputs including quoted prices for similar assets in active and non-active markets. The swap's fair value is categorized as level 2 in the fair value hierarchy in accordance with GASB Statement No. 72.

Credit Risk: As of September 30, 2025, the Town was not exposed to credit risk because the swap had a negative fair value. However, should interest rates change and the fair value of the swap become positive, the Town would be exposed to credit risk in the amount of the derivative instrument's fair value. As of September 30, 2025 the long-term senior unsecured debt of Bank of America, N.A., the swap's counterparty, was rated AA- by Fitch Ratings, A+ by Standard & Poor's, and Aa2 by Moody's Investors Service.

Termination Risk: The Town's derivative instrument contract uses the International Swap Dealers Association Master Agreement, which includes standard termination events, such as failure to pay and bankruptcy. The Town or the counterparty may terminate the swap if the other party fails to perform under the terms of the contract. If at the time of termination, the swap has a negative fair value, the Town would be liable to the counterparty for a payment equal to the swap's fair value.

Rollover Risk: The Town is not exposed to rollover risk because the maturity date for the hedged Bank of America Promissory Note is the same as the termination date for the interest rate swap.

Foreign Currency Risk: The Town is not exposed to foreign currency risk on the interest rate swap.

Swap Payments and Associated Debt: The interest rate swap agreement does not affect the Town's obligation to repay the principal and variable rate interest on the Bank of America Promissory Note under the terms of the loan agreement. The following table presents debt service payments on the variable rate loan, net of associated swap payments. The calculations are based on the assumption that the rates as of September 30, 2025 remain constant over the life of the loan.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Interest Rate Swap (Continued)

Year Ended September 30	Principal	Interest	Total	Interest Rate Swaps Net	Net Cash Flows
2026	\$ 289,937	\$ 17,587	\$ 307,524	\$ 3,647	\$ 311,171
2027	302,832	6,907	309,739	1,432	311,171
	<u>\$ 592,769</u>	<u>\$ 24,494</u>	<u>\$ 617,263</u>	<u>\$ 5,079</u>	<u>\$ 622,342</u>

NOTE 7 – FLORIDA RETIREMENT SYSTEM

General Information

All full-time employees participate in the Florida Retirement System (FRS). The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program (DROP) under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the Florida Retirement System Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost sharing multiple-employer defined benefit pension plan, to assist retired members of any state administered retirement system in paying the costs of health insurance.

Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs.

The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information for the FRS. The latest available report may be obtained by writing to the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida 32315-9000 or calling toll free at 877-377-1737. The report is also available at the Florida Department of Management Services web site www.dms.myflorida.com.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 7 – FLORIDA RETIREMENT SYSTEM (Continued)

Significant Accounting Policies

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Florida Retirement System Pension Plan (FRSP) and the Florida Retirement System Health Insurance Subsidy Program and additions to/deduction from the FRSP and HIS fiduciary net position have been determined on the same basis as they are reported by FRSP and HIS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Pension Plan

Plan Description

The FRS Pension Plan is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The general classes of membership are as follows:

- Regular Class
- Special Risk Class
- Elected Officials Class
- Senior Management Service Class
- DROP

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service.

Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 96 months after electing to participate. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 7 – FLORIDA RETIREMENT SYSTEM (Continued)

Pension Plan (Continued)

Benefits Provided

Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits.

The following table shows the percentage value for each year of service credit earned:

Regular Class members initially enrolled before July 1, 2011	
Retirement up to age 62 or up to 30 years of service	1.60%
Retirement at age 63 or with 31 years of service	1.63%
Retirement at age 64 or with 32 years of service	1.65%
Retirement at age 65 or with 33 or more years of service	1.68%
Regular Class members initially enrolled on or after July 1, 2011	
Retirement up to age 65 or up to 33 years of service	1.60%
Retirement at age 66 or with 34 years of service	1.63%
Retirement at age 67 or with 35 years of service	1.65%
Retirement at age 68 or with 36 or more years of service	1.68%
Special Risk Class	
Service from December 1, 1970 through September 30, 1974	2.00%
Service on or after October 1, 1974	3.00%
Elected Officials Class	3.00%
Senior Management Service Class	2.00%

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3 percent. Plan members initially enrolled on or after July 1, 2011 will not have a cost-of-living adjustment after retirement.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 7 – FLORIDA RETIREMENT SYSTEM (Continued)

Pension Plan (Continued)

Contributions

Effective July 1, 2011, all enrolled members of the FRS, other than DROP participants, are required to contribute three percent of their salary to the FRS. In addition to member contributions, governmental employers are required to make contributions to the FRS based on state-wide contribution rates established by the Florida Legislature. These rates are updated as of July 1 of each year. The employer contribution rates by job class for the fiscal year ended September 30, 2025 were as follows:

Class	10/01/24 through 06/30/25	07/01/25 through 09/30/25
Regular Class	13.63%	14.03%
Senior Management Service Class	34.52%	33.24%
Special Risk Class	32.79%	35.19%
Elected Official Class	58.68%	54.57%
DROP	21.13%	22.02%

The employer contribution rates include a 2.00% HIS Plan subsidy for the period from October 1, 2024 through September 30, 2025. Except for the DROP, the rates also include 0.06% for administrative costs of the Public Employee Optional Retirement Program.

For the fiscal year ended September 30, 2025 the Town made contributions of \$624,629 to the Pension Plan and the Town's employees made contributions of \$70,620, for total contributions of \$695,249.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 7 – FLORIDA RETIREMENT SYSTEM (Continued)

Pension Plan (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

As of September 30, 2025, the Town reported a liability of \$3,105,045 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The Town's proportionate share of the net pension liability was based on the Town's 2024-2025 fiscal year contributions relative to the 2024-2025 fiscal year contributions of all participating members. As of June 30, 2025, the Town's proportionate share was 0.010004936%, which was an increase of 0.000607748% from its proportionate share measured as of June 30, 2024

For the fiscal year ended September 30, 2025, the Town recognized pension expense of \$380,298 related to the Plan. In addition the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 331,652	\$
Changes of assumptions	360,576	
Net difference between projected and actual earnings on investments		518,417
Change in proportion and differences between Town contributions and proportionate share of contributions	193,732	96,470
Town Pension Plan contributions subsequent to the measurement date	177,541	
Total	<u>\$ 1,063,501</u>	<u>\$ 614,887</u>

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 7 – FLORIDA RETIREMENT SYSTEM (Continued)

Pension Plan (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

The deferred outflows of resources related to the Pension Plan, totaling \$177,541 resulting from Town contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the Pension Plan will be recognized in pension expense as follows:

Fiscal Year Ending September 30	Net Amortization
2026	\$ 502,351
2027	(55,142)
2028	(96,304)
2029	(79,832)
2030	
Thereafter	
	\$ 271,073

Actuarial Assumptions

The total pension liability in the June 30, 2025 actuarial valuation was determined using the following actuarial assumptions:

Valuation date	July 1, 2025
Measurement date	June 30, 2025
Inflation	2.40 %
Salary increases	3.50%, average, including inflation
Investment rate of return	6.70%, net of pension plan investment expense, including inflation
Mortality	Generational PUB-2010 with Projection Scale MP-2021
Actuarial cost method	Individual Entry Age

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 7 – FLORIDA RETIREMENT SYSTEM (Continued)

Pension Plan (Continued)

Actuarial Assumptions (Continued)

The actuarial assumptions that determined the total pension liability as of June 30, 2025, were based on the results of an actuarial experience study for the period July 1, 2018 through June 30, 2023.

The long-term expected rate of return assumption of 6.7% used in GASB discount rate calculations consists of two building block components: 1) a long-term average annual inflation assumption of 2.4% as most recently adopted in October 2025 by the FRS Actuarial Assumption Conference; 2) an inferred real (in excess of inflation) return of 4.2%. Geometrically combining those building blocks generates an expected nominal return of 6.7%. In the opinion of the FRS consulting actuary, both building block components and the overall 6.70% return assumption were determined to be reasonable and appropriate per Actuarial Standards of Practice.

For reference, the table below contains a summary of return assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target asset allocation. Each asset class assumption is based on a consistent set of underlying assumptions from the actuary's model combined with the FRS Actuarial Assumption Conference 2.4% inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

Asset Class	(1) Target Allocation	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	3.2%	32.0%	1.1%
Fixed Income	29.0%	5.5%	5.4%	4.0%
Global Equity	45.0%	8.5%	6.9%	18.3%
Real Estate	12.0%	8.4%	7.1%	16.8%
Private Equity	11.0%	12.4%	8.8%	28.4%
Strategic Investments	2.0%	6.5%	6.1%	8.7%
	<u>100.0%</u>			
Assumed Inflation - Mean			2.4%	1.5%

(1) As outlined in the Plan's investment policy

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 7 – FLORIDA RETIREMENT SYSTEM (Continued)

Pension Plan (Continued)

Discount Rate

The discount rate used to measure the total pension liability as of June 30, 2025 was 6.70%, which is the same as the rate as of June 30, 2024. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return.

Sensitivity of the Town's Proportionate Share of the Net Position Liability to Changes in the Discount Rate

The following represents the Town's proportionate share of the net pension liability calculated using the discount rate of 6.70%, as well as what the Town's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (5.70%) or one percentage point higher (7.70%) than the current rate:

	1% Decrease 5.70%	Current Discount Rate 6.70%	1% Increase 7.70%
Town's proportionate share of the net pension liability	\$ 6,092,276	\$ 3,105,045	\$ 600,594

Pension Plan Fiduciary Net Position

Detailed information regarding the Pension Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Annual Comprehensive Financial Report.

Payables to the Pension Plan

At September 30, 2025, the Town reported a payable in the amount of \$79,764 for outstanding contributions to the Pension Plan required for the fiscal year ended September 30, 2025.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 7 – FLORIDA RETIREMENT SYSTEM (Continued)

Retiree Health Insurance Subsidy (HIS) Program

Plan Description

The HIS Plan is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided

For the fiscal year ended September 30, 2025, eligible retirees and beneficiaries received a monthly HIS payment of \$7.50 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$45 and a maximum HIS payment of \$225 per month. To be eligible to receive these benefits, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2025, the HIS contribution was 2.00%. The Town contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contribution are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

The Town's contributions to the HIS Plan totaled \$60,736 for the fiscal year ended September 30, 2025.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 7 – FLORIDA RETIREMENT SYSTEM (Continued)

Retiree Health Insurance Subsidy (HIS) Program (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

As of September 30, 2025, the Town reported a liability of \$779,651 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The Town's proportionate share of the net pension liability was based on the Town's 2024-2025 fiscal year contributions relative to the 2024-2025 fiscal year contributions of all participating members. As of June 30, 2025, the Town's proportionate share was 0.006082737%, which was an increase of 0.003143167% from its proportionate share measured as of June 30, 2024

For the fiscal year ended September 30, 2025, the Town recognized pension expense of \$25,773. In addition the Town reported deferred outflows of resources and deferred in flows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 4,654	\$ 1,237
Changes of assumptions	6,901	188,577
Net difference between projected and actual earnings on investments		649
Change in proportion and differences Town contributions and proportionate share of contributions	51,828	76,566
Town HIS Plan contributions subsequent to the measurement date	14,460	
Total	<u>\$ 77,843</u>	<u>\$ 267,029</u>

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 7 – FLORIDA RETIREMENT SYSTEM (Continued)

Retiree Health Insurance Subsidy (HIS) Program (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

The deferred outflows of resources related to the HIS Plan, totaling \$14,460 resulting from Town contributions to the HIS Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the HIS Plan will be recognized in pension expense as follows:

<u>Fiscal Year Ending</u> <u>September 30</u>	<u>Net</u> <u>Amortization</u>
2026	\$ (35,605)
2027	(54,343)
2028	(48,756)
2029	(42,782)
2030	(22,160)
Thereafter	
	<u>\$ (203,646)</u>

Actuarial Assumptions

The total pension liability in the July 1, 2024, actuarial valuation was determined using the following actuarial assumptions:

Valuation date	July 1, 2024
Measurement date	June 30, 2025
Inflation	2.40 %
Salary increases	3.50%, average, including inflation
Municipal bond rate	5.20%
Investment rate of return	N/A
Mortality	Generational PUB-2010 with Projection Scale MP-2021
Actuarial cost method	Individual Entry Age

The actuarial assumptions that determined the total pension liability as of June 30, 2025, were based on the results of an actuarial experience study for the period July 1, 2018 through June 30, 2023.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 7 – FLORIDA RETIREMENT SYSTEM (Continued)

Retiree Health Insurance Subsidy (HIS) Program (Continued)

Discount Rate

The discount rate used to measure the total pension liability as of June 30, 2025 was 5.20%, which increased from the discount rate of 3.93% as of June 30, 2024. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the Town's Proportionate Share of the Net Position Liability to Changes in the Discount Rate

The following represents the Town's proportionate share of the net pension liability calculated using the discount rate of 5.20%, as well as what the Town's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (4.20) or one percentage point higher (6.20%) than the current rate:

	1% Decrease <u>4.20%</u>	Current Discount Rate <u>5.20%</u>	1% Decrease <u>6.20%</u>
Town's proportionate share of the net pension liability	\$ 879,182	\$ 779,651	\$ 696,176

Pension Plan Fiduciary Net Position

Detailed information regarding the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Annual Comprehensive Financial Report.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 7 – FLORIDA RETIREMENT SYSTEM (Continued)

Retiree Health Insurance Subsidy (HIS) Program (Continued)

Payables to the Pension Plan

At September 30, 2025, the Town reported a payable in the amount of \$6,405 for outstanding contributions to the HIS Plan required for the fiscal year ended September 30, 2025.

Summary Data

The following table provides a summary of significant information related to the Florida Retirement System defined benefit plans for the year ended September 30, 2025.

Description	Pension Plan	HIS Program	Total
Total pension liability	\$ 24,374,071	\$ 832,587	\$ 25,206,658
Plan fiduciary net position	21,269,026	52,936	21,321,962
Net pension liability (asset)	3,105,045	779,651	3,884,696
Deferred outflows of resources	1,063,501	77,843	1,141,344
Deferred inflows of resources	641,887	267,029	908,916
Pension expense (revenue)	380,298	25,773	406,071

Investment Plan

Plan Description

The Florida Retirement System Investment Plan is a defined contribution retirement plan qualified under Section 401(a) of the Internal Revenue Code. The Florida Legislature enacted the Plan during the 2000 legislative session, and amendments to the Plan can only be made by an act of the Florida Legislature. The Plan is administered by the State Board of Administration of Florida. The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Annual Comprehensive Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. Town employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 7 – FLORIDA RETIREMENT SYSTEM (Continued)

Investment Plan (Continued)

Funding Policy

The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected Officers, etc.), as the Pension Plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06 percent of payroll and by forfeited benefits of plan members.

Participating employers are required to make contributions based upon statewide contributions rates. The contribution rates by job class for the Town's employees for the fiscal year ended September 30, 2025, are as follows:

Class	10/01/24 through 06/30/25	07/01/25 through 09/30/25
Regular Class	13.63%	14.03%
Senior Management Service Class	34.52%	33.24%
Special Risk Class	32.79%	35.19%
Elected Officials Class	58.68%	54.57%
DROP	21.13%	22.02%

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the Pension Plan is transferred to the Investment Plan, the member must have the years of service required for Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over their account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended September 30, 2025, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the Town.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 7 – FLORIDA RETIREMENT SYSTEM (Continued)

Investment Plan (Continued)

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.

The Town's Investment Plan pension expense totaled \$137,062 for the fiscal year ended September 30, 2025.

NOTE 8 – DEFERRED COMPENSATION PLAN

The Town offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all Town employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency.

Assets of the plan are invested in either mutual funds or insurance contracts. In 1998, the Plan was amended to conform to changes in the Internal Revenue Code brought about by the Small Business Job Protection Act of 1996 (the "Act"). The Act requires that eligible deferred compensation plans established and maintained by governmental employers be amended to provide that all assets of the plan be held in trust, or under one or more appropriate annuity contracts or custodial accounts, for the exclusive benefit of plan participants and their beneficiaries. As a result of this change, plan assets are no longer subject to the claims of the Town's general creditors.

Because the Town has little administrative involvement and does not perform the investing function for funds in the Plan, the Town's activities do not meet the criteria for inclusion in the fiduciary funds of a government.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 9 – INTERLOCAL AGREEMENTS

Interlocal Fire and EMS Service Agreement with the City of Boynton Beach

On October 1, 2016, the Town entered into a new agreement with the City of Boynton Beach to continue the provision of fire rescue and emergency medical service. The term of the agreement is for 12 years commencing on October 1, 2016 and ending September 30, 2028. For the year ended September 30, 2025, the Town paid \$1,480,420 pursuant to the agreement.

The parties agree to negotiate in good faith an adjustment to the annual fee which may be necessary to offset any increased costs incurred by the City for providing the services and programs due to unfunded mandates specifically directed toward the provision of fire rescue services, of the Federal, State, or County government and to address any unforeseen events or contingencies. The parties agree that the Town shall not be charged an amount greater than 5% of the annual fee on an annual basis due to any unfunded mandates. The parties further agree that in no event shall any increases due to unfunded mandates exceed 10% in a three year period.

In addition to the adjustments due to unfunded mandates, the annual fee for each succeeding year of the agreement shall be determined by incorporating the May All Urban Consumer Price Index for the Miami-Ft. Lauderdale region or an increase of 4%, whichever is greater.

Interlocal Law Enforcement Services Agreement with the Town of Briny Breezes

On October 1, 2019, the Town entered into an agreement with the Town of Briny Breezes to provide professional law enforcement services within the territorial boundaries of the municipality of Briny Breezes in substantially the same manner and form as that provided by the Town for its own citizens. The term of the agreement is for 3 years commencing on October 1, 2019 and ending September 30, 2022. The agreement can be extended for an additional term or terms based on an agreement between the parties. The Town of Briny Breezes may terminate this agreement without cause upon providing written notice to the Town of Ocean Ridge at least 6 months prior to the effective date of the termination.

In June 2022, the agreement was extended for a three-year period commencing on October 1, 2022 and ending September 30, 2025. Briny Breezes shall pay compensation in the amounts of \$196,691, \$202,591, and \$208,668 for the years ending September 30, 2023, 2024, and 2025, respectively. Compensation shall be paid in twelve equal installments on the first day of each month throughout the term of the agreement.

In December 2022, the agreement was amended to provide professional law enforcement services as well as citation method code enforcement services within the territorial boundaries of the municipality of Briny Breezes in substantially the same manner and form as that provided by Ocean Ridge for its own citizens.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 9 – INTERLOCAL AGREEMENTS (Continued)

Interlocal Agreement for Climate Change Vulnerability Assessment

On December 17, 2019, the Town entered into an interlocal agreement with the City of Boca Raton, the City of Boynton Beach, the City of Delray Beach, the Town of Highland Beach, the City of Lake Worth Beach, the Town of Lantana, and Palm Beach County to obtain a Climate Change Vulnerability Assessment of certain geographic areas within the municipalities. The total project budget is \$366,797, and the share of the cost to be provided by the Town of Ocean Ridge is \$22,636.

Interlocal Agreement for Radio Maintenance Services

On October 5, 2021, the Town entered into an interlocal agreement with Palm Beach County for Radio Maintenance Services to be provided to the Town. The initial term of the agreement is for five years commencing on November 1, 2021. The agreement may be renewed for two additional terms of five years each upon the approval of both parties. The agreement may be terminated by either party with or without cause. Any termination shall be effective only on October 1st of any year and shall be with a minimum of three months notice.

Under the terms of the agreement, the Town will pay the County an annual maintenance charge based on hourly rates for labor plus the cost of parts. For the year ended September 30, 2025, the Town made payments in the amount of \$26,408 pursuant to the agreement.

NOTE 10 – INTERFUND TRANSACTIONS

The following is a summary of interfund transactions for the year ended September 30, 2025:

Fund	Transfers In	Transfers Out
General Fund	\$	\$ 2,654,451
Capital Projects Fund	2,654,451	
	<u>\$ 2,654,451</u>	<u>\$ 2,654,451</u>

The transfer from the General Fund to the Capital Projects Fund was to pay the costs of various capital projects.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 11 – RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees, and natural disasters for which the Town carries commercial insurance. Retention of risks is limited to those risks that are uninsurable and deductibles. The Town has not significantly reduced insurance coverage from the prior year, and there were no settled claims which exceeded insurance coverage during the past three fiscal years.

Florida Statutes limit the Town's maximum loss for most liability claims to \$200,000 per person and \$300,000 per occurrence under the Doctrine of Sovereign Immunity. However, under certain circumstances, a plaintiff can seek to recover damages in excess of statutory limits by introducing a claims bill to the Florida Legislature. The limits addressed in Florida Statutes do not apply to claims filed in Federal courts.

The Town is involved in various litigation and claims arising in the ordinary course of operations, the ultimate outcomes of which cannot be presently determined. It is the opinion of management, in consultation with legal counsel, that any final settlement in these matters will not result in a material adverse effect on the financial position of the Town.

NOTE 12 – COMMITMENTS AND CONTINGENCIES

Inspection Services

On August 1, 2012, the Town entered into an agreement with Hy-Byrd Incorporated to perform the services of building official and/or inspection services. The agreement was for a three year term and expired on August 1, 2015. The agreement was renewed for an additional three year term that expired on August 1, 2018. The agreement was renewed for an additional one year term that expires on August 1, 2019. In September 2019, the Town renewed the agreement for an additional one year term ending August 1, 2020. On July 6, 2020, the Town renewed the agreement for an additional one year term that expired August 1, 2021. In August 2021, the Town entered into a new agreement with Hy-Byrd for a three year term ending August 1, 2024, with an option to renew. On July 1, 2024, the agreement was amended to extend the term for two years. The agreement may be terminated by either party with thirty days written notice. Under the terms of the agreement, the Town pays Hy-Byrd a specified fee for plan review and building inspection services. Other standard building official services are paid based on an hourly rate. The Town is invoiced monthly for services performed. For the year ended September 30, 2025, the Town incurred costs of \$257,708 for inspection services pursuant to the agreement.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 12 – COMMITMENTS AND CONTINGENCIES (Continued)

Solid Waste and Recycling Collection Services

Effective October 1, 2009, the Town entered into an agreement with Republic Services of Florida, Limited Partnership (Republic) for solid waste and recycling collection services. The agreement is for a five year term ending September 30, 2014, with an option to renew for an additional five years. In June 2014, the Town exercised the option to renew the agreement for an additional five year term ending September 30, 2019. In September 2019, the Town renewed the agreement for an additional five year term ending September 30, 2024. The agreement was assigned to Waste Pro of Florida, Inc. (Waste Pro) effective November 15, 2019. Under the terms of the agreement, the Town pays an established rate per month per unit picked up curbside or containerized. Waste Pro bills the Town monthly for services provided. On July 8, 2024, the agreement was amended to extend the term of the agreement from October 1, 2024 through September 30, 2029. The amendment also amended the established rate schedule commencing October 1, 2024. After October 1, 2024, the rates may be increased on an annual basis for each October 1, in an amount set forth by the local All Urban Consumer CPI but shall not exceed 5% per year. For the year ended September 30, 2025, the Town made payments of \$302,356 pursuant to the agreement.

Storm Debris Management

The Town participates in a coordinated regional disaster debris management program through piggy-back agreements with competitively procured contracts administered by the Palm Beach County Solid Waste Authority (SWA). These agreements provide the Town with access to multiple qualified contractors for debris removal and debris management services following a declared natural disaster.

In 2025, following the SWA's exercise of its option to extend the underlying contracts through May 8, 2028, the Town Commission approved corresponding extensions of the Town's piggy-back agreements with AshBritt, Thompson Consulting Services, CrowderGulf Joint Venture, and Phillips & Jordan. These agreements ensure the Town maintains access to pre-qualified debris removal, monitoring, and management services to support timely disaster response and recovery operations.

Law Enforcement Services Agreement Gulf Stream Views Condominium Association

In June 2023 the Town entered into an agreement with the Gulf Stream Views Condominium Association ("GSVC") to provide law enforcement services to GSVC in substantially the same manner and form as provided to the Towns of Ocean Ridge and Briny Breezes. The term of the agreement is for a period of three years commencing in August 2023. The Town and GSVC may agree to extend the term of the agreement by written amendment signed by both parties. Either party may terminate the agreement at any time with or without cause by giving not less than thirty days written notice of termination. GSVC shall pay compensation in the amount of \$25,000 annually. For the year ended September 30, 2025, compensation pursuant to the agreement was \$25,879.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 12 – COMMITMENTS AND CONTINGENCIES (Continued)

Construction Commitments

As of September 30, 2025, the Town had the following significant construction commitments:

Project	Contract Amount	Amount Completed	Amount to Complete
Water Main Improvements	\$ 1,668,700	\$ -	\$ 1,668,700
Tropicla Pump Station Generator	177,675	88,838	88,837
	<u>\$ 1,846,375</u>	<u>\$ 88,838</u>	<u>\$ 1,757,537</u>

NOTE 13 – OTHER POSTEMPLOYMENT BENEFITS

Plan Description

The Town provides a single employer defined benefit health care plan to all of its employees. The plan allows its employees and their beneficiaries to continue to obtain health benefits upon retirement. The benefits of the plan are in accordance with Florida Statutes, which are the legal authority for the plan. A trust has not been established to fund the plan. The plan has no assets and does not issue a separate financial report.

Contributions

The Town does not directly make a contribution to the plan on behalf of retirees. Retirees and their beneficiaries pay the same group rates as are charged to the Town for active employees by its healthcare provider. However, the Town's actuaries in their actuarial valuation, calculate an offset to the cost of these benefits as an Employer Contribution, based upon an implicit rate subsidy. This offset equals the total age-adjusted costs paid by the Town or its active employees for coverage of the retirees and their dependents for the year net of the retiree's own payments for the year.

Plan Membership

The following table provides a summary of the participants in the plan as of September 30, 2023, the latest valuation date:

Active plan members	26
Inactive plan members or beneficiaries currently receiving benefits	
Inactive plan members or beneficiaries entitled to but not yet receiving benefits	<u>26</u>

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 13 – OTHER POST EMPLOYMENT BENEFITS (Continued)

Discount Rate

The Town does not have a dedicated trust to pay retiree healthcare benefits. For plans that do not have assets held in a dedicated trust, the discount rate should equal the tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date. As of the measurement date of September 30, 2025, the rate was 4.50% based on the high-quality municipal bond rate based on the week closest to but not later than the measurement date of the Bond Buyer 20-Bond Index as published by the Federal Reserve. The 20-Bond Index consists of 20 general obligation bonds that mature in 20 years. The average rating of the 20 bonds is roughly equivalent to Moody's Investors Service's Aa2 rating and Standard & Poor's Corporation's AA rating.

Total OPEB Liability

The components of the total OPEB liability as of September 30, 2025 were as follows:

Description	Total OPEB Liability
Balance September 30, 2024	\$ 111,857
Changes for the year:	
Service cost	10,122
Interest	4,899
Changes of assumptions	(5,706)
Benefit payments	(2,613)
Net change	6,702
Balance September 30, 2025	<u>\$ 118,559</u>
Covered-employee payroll	\$ 2,277,768
Total OPEB liability as a percentage of covered-employee payroll	5.21%

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 13 – OTHER POSTEMPLOYMENT BENEFITS (Continued)

OPEB Liability, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

As of September 30, 2025, the Town reported a total OPEB liability of \$118,559. For the fiscal year ended September 30, 2025, the Town recognized OPEB expense of \$11,040. As of September 30, 2025, the Town did not report any deferred outflows of resources or deferred in flows of resources related to OPEB.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following table presents the total OPEB liability of the Town calculated using the single discount rate of 4.50% as well as what the Town's total OPEB liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current rate.

<u>Discount Rate Sensitivity</u>	<u>1% Decrease 3.50%</u>	<u>Discount Rate 4.50%</u>	<u>1% Increase 5.50%</u>
Total OPEB Liability	\$ 132,136	\$ 118,559	\$ 106,945

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Trend Rates

The following table presents the total OPEB liability of the Town calculated using the assumed trend rates (7.00% decreasing to 4.00%) as well as what the Town's total OPEB liability would be if it were calculated using a trend rate that is one percentage point lower or one percentage point higher than the assumed trend rates.

<u>Healthcare Trend Rates Sensitivity</u>	<u>1% Decrease 3.00% - 6.00%</u>	<u>Healthcare Cost Trend Rates 4.00% - 7.00%</u>	<u>1% Decrease 5.00% - 8.00%</u>
Total OPEB Liability	\$ 103,401	\$ 118,559	\$ 136,830

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 13 – OTHER POST EMPLOYMENT BENEFITS (Continued)

Actuarial Methods and Assumptions

The total OPEB liability was calculated using the Alternative Measurement Method in accordance with the GASB No. 75 methodology.

Significant methods and assumptions were as follows:

Valuation date	September 30, 2023
Measurement date	September 30, 2025
Actuarial cost method	Entry Age Cost Method
Inflation	2.50%
Discount rate	4.50%
Retirement rates	100% at age 60
Mortality tables	PubG-2010 Mortality Tables projected to the valuation date using Projection Scale MP-2019
Healthcare cost trend rates	Initially 7.50% trending to 4.00% in 55 years
Marital status	100% married with male spouses 3 years older than female spouses
Healthcare participation	20% participation with 50% electing spouse coverage

Changes in Assumptions

The discount rate was changed from 4.06% as of the beginning of the measurement period to 4.50% as of September 30, 2025. This change is reflected in the schedule of changes in total OPEB liability.

NOTE 14 – LEASES

In February 2023, the Town entered into a non-cancellable lease agreement with Ford Motor Credit LLC (“Lessor”) to obtain the right-to-use six vehicles. The lease is for a term of 5 years. The Town has an option to purchase the vehicles on the last day of the lease term, as well as at any time upon at least 30 days prior written notice to Lessor at a price equal to the sum of (a) the Concluding Payment for the immediately preceding lease payment date, (b) the accrued interest portion of the next lease payment date, and (c) any other amounts then due under the lease. The annual rent is \$55,691.

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 14 – LEASES (Continued)

During the current fiscal year the Town purchased one of the vehicles at a cost of \$14,230 in accordance with the lease agreement.

At September 30, 2025, the Town reported a lease liability of \$100,288 for the vehicles. The discount rate is 7.29%. The following is a schedule of the future minimum lease payments as of September 30, 2025:

Year Ended September 30	Principal	Interest	Annual Payment	Concluding Payment
2026	\$ 48,380	\$ 7,311	\$ 55,691	\$ 51,908
2027	51,908	3,783	55,691	1
	<u>\$ 100,288</u>	<u>\$ 11,094</u>	<u>\$ 111,382</u>	

NOTE 15 – SBITAS

The Town has recorded two multi-year subscription-based information technology arrangements totaling \$327,064. The Town discounted the future minimum payments using its estimated incremental borrowing rate of 4.0%.

The SBITAs are body cameras and an automatic license plate detection system for the Police Department. The annual payments are \$35,370 and \$35,000, respectively. The future minimum payments and the present value of the future minimum payments as of September 30, 2025 are as follows:

Year Ended September 30	Principal	Interest	Annual Payment
2026	\$ 62,607	\$ 7,763	\$ 70,370
2027	63,803	6,567	70,370
2028	66,356	4,014	70,370
2029	34,010	1,360	35,370
	<u>\$ 226,776</u>	<u>\$ 19,704</u>	<u>\$ 246,480</u>

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Financial Statements
September 30, 2025

NOTE 16 – RESTATEMENT OF BEGINNING NET POSITION

As discussed in Note 1, the Town implemented the provisions of GASB Statement No. 101, *Compensated Absences* during the current fiscal year. Implementation of this Statement resulted in the restatement of the beginning net position of the Governmental Activities. See the table below for details.

In prior years the assets and liabilities related to subscription-based information technology arrangements were incorrectly reported. The cumulative effect of applying prior period adjustments to correct these accounting errors has been reported as a restatement of the beginning net position of the Governmental Activities See the table below for details.

	Governmental Activities Net Position
Balance at September 30, 2024 - as reported	\$ 21,190,525
Adjustment for implementation of GASB 101	(250,776)
Error correction - SBITA asset	91,289
Error correction - SBITA liability	(71,544)
Balance at September 30, 2024 - as restated	<u>\$ 20,959,494</u>

NOTE 17 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through July 6, 2026, the date that the financial statements were available to be issued and determined there were no events that occurred that require disclosure. No subsequent events after this date have been evaluated for inclusion in these financial statements.

TOWN OF OCEAN RIDGE, FLORIDA
Required Supplementary Information (RSI)
Schedule of Revenues, Expenditures, and Changes in Fund Balance-Budget and Actual
General Fund
For the Year Ended September 30, 2025

	Original Adopted Budget	Final Revised Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues				
Property taxes	\$ 9,085,029	\$ 9,085,029	\$ 8,715,080	\$ (369,949)
Utility service taxes	486,000	486,000	566,873	80,873
Gasoline taxes	54,500	54,500	59,583	5,083
1/2 Cent sales tax	165,000	165,000	191,528	26,528
Infrastructure surtax	150,000	150,000	199,082	49,082
Local business tax	1,300	1,300	1,158	(142)
Electric franchise fee	225,000	225,000	242,155	17,155
State shared revenues	52,140	52,140	62,713	10,573
Local shared revenues	9,150	9,150	3,608	(5,542)
Licenses and permits	704,300	704,300	768,898	64,598
Fines and forfeitures	27,250	27,250	183,511	156,261
Charges for services	694,200	694,200	697,546	3,346
Interest	508,000	508,000	544,008	36,008
Grants	1,261,929	1,261,929		(1,261,929)
Contributions	500	500	46,354	45,854
Miscellaneous revenues	18,198	18,198	22,320	4,122
Total revenues	<u>13,442,496</u>	<u>13,442,496</u>	<u>12,304,417</u>	<u>(1,138,079)</u>
Expenditures				
Town commission	45,398	45,398	20,770	24,628
Town manager	263,432	384,132	367,094	17,038
Town clerk/finance	461,774	449,611	458,068	(8,457)
Legal	277,500	207,500	156,657	50,843
Appointed boards	3,014	3,014	1,171	1,843
Other general government	1,275,760	1,247,760	1,266,531	(18,771)
Law enforcement	5,855,473	5,822,003	5,443,729	378,274
Protective inspections	585,807	585,807	628,070	(42,263)
Solid waste & recycling	327,340	327,340	302,356	24,984
Other physical environment	727,220	724,146	475,810	248,336
Public works	454,382	451,919	326,005	125,914
Contingency	500,000	528,470	344,239	184,231
Total expenditures	<u>10,777,100</u>	<u>10,777,100</u>	<u>9,790,500</u>	<u>986,600</u>
Excess (deficiency) of revenues over (under) expenditures	2,665,396	2,665,396	2,513,917	(151,479)
Other financing sources (uses)				
Insurance proceeds	5,000	5,000		(5,000)
Proceeds from sale of capital assets			55,101	55,101
Transfers out	<u>(2,729,309)</u>	<u>(2,729,309)</u>	<u>(2,654,451)</u>	<u>74,858</u>
Total other financing sources (uses)	<u>(2,724,309)</u>	<u>(2,724,309)</u>	<u>(2,599,350)</u>	<u>124,959</u>
Net change in fund balances	<u>\$ (58,913)</u>	<u>\$ (58,913)</u>	<u>(85,433)</u>	<u>\$ (26,520)</u>
Fund balance, beginning of year			<u>10,085,385</u>	
Fund balance, end of year			<u>\$ 9,999,952</u>	

See notes to the budgetary comparison schedule

TOWN OF OCEAN RIDGE, FLORIDA
Notes to the Budgetary Comparison Schedule
Required Supplementary Information (RSI)
General Fund
September 30, 2025

Note 1 - Basis of Accounting

A budgetary comparison schedule is presented for the General Fund, as required by generally accepted accounting principles. The budgetary process is described in Note 2 to the financial statements on page 28. Budgets are adopted on a basis consistent with generally accepted accounting principles.

Note 2 - Stewardship, Compliance, and Accountability

Formal budgetary integration is employed within the accounting system as a management control device. Appropriations are legally controlled at the departmental level, and expenditures may not legally exceed budgeted appropriations at that level. For the year ended September 30, 2025, the following department had expenditures in excess of appropriations:

Town clerk/finance	\$ 8,457
Other general government	18,771
Protective inspections	42,263

TOWN OF OCEAN RIDGE, FLORIDA
Required Supplementary Information
Schedule of Changes in Total Other Postemployment Benefits (OPEB) Liability
For the Fiscal Year Year Ended September 30, 2025

Actuarial Valuation Date	09/30/2017	09/30/2019	09/30/2019	09/30/2019	09/30/2021
Measurement Date	09/30/2018	09/30/2019	09/30/2020	09/30/2021	09/30/2022
Employer's Reporting Date	09/30/2018	09/30/2019	09/30/2020	09/30/2021	09/30/2022
	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Total OPEB liability - beginning	\$ 106,303	\$ 112,671	\$ 131,394	\$ 136,542	\$ 148,912
Changes for the year:					
Service cost	11,521	11,024	13,922	15,200	13,065
Interest	4,220	5,087	4,620	3,232	3,430
Difference between expected and actual experience			(15,529)		(19,564)
Changes of assumptions	(5,630)	6,683	3,597	(4,646)	(30,743)
Benefit payments	<u>(3,743)</u>	<u>(4,071)</u>	<u>(1,462)</u>	<u>(1,416)</u>	<u>(2,525)</u>
Net change in total OPEB liability	<u>6,368</u>	<u>18,723</u>	<u>5,148</u>	<u>12,370</u>	<u>(36,337)</u>
Total OPEB liability - ending	<u>\$ 112,671</u>	<u>\$ 131,394</u>	<u>\$ 136,542</u>	<u>\$ 148,912</u>	<u>\$ 112,575</u>
Covered-employee payroll	\$ 1,789,573	\$ 1,764,029	\$ 2,017,278	\$ 2,067,710	\$2,097,570
Total OPEB liability as a percentage of covered-employee payroll	6.30%	7.45%	6.77%	7.20%	5.37%
Actuarial Valuation Date	09/30/2021	09/30/2023	09/30/2023		
Measurement Date	09/30/2023	09/30/2024	09/30/2025		
Employer's Reporting Date	09/30/2023	09/30/2024	09/30/2025		
	<u>2023</u>	<u>2024</u>	<u>2025</u>		
Total OPEB liability - beginning	\$ 112,575	\$ 124,307	\$ 111,857		
Changes for the year:					
Service cost	10,085	10,486	10,122		
Interest	5,787	5,694	4,899		
Difference between expected and actual experience		(16,443)			
Changes of assumptions	(1,442)	(9,293)	(5,706)		
Benefit payments	<u>(2,698)</u>	<u>(2,894)</u>	<u>(2,613)</u>		
Net change in total OPEB liability	<u>11,732</u>	<u>(12,450)</u>	<u>6,702</u>		
Total OPEB liability - ending	<u>\$ 124,307</u>	<u>\$ 111,857</u>	<u>\$ 118,559</u>		
Covered-employee payroll	\$ 2,150,009	\$ 2,222,213	\$ 2,277,768		
Total OPEB liability as a percentage of covered-employee payroll	5.78%	5.03%	5.21%		

There are no assets accumulated in a trust that meets the criteria of GASB Codification P22.101 or P52.101 to pay related benefits.

Changes in Assumptions

The discount rate changed as follows:

September 30, 2017 measurement date	3.64%
September 30, 2018 measurement date	4.18%
September 30, 2019 measurement date	3.58%
September 30, 2020 measurement date	2.14%
September 30, 2021 measurement date	2.43%
September 30, 2022 measurement date	4.77%
September 30, 2023 measurement date	4.87%
September 30, 2024 measurement date	4.06%
September 30, 2025 measurement date	4.50%

For the September 30, 2019 valuation date, the mortality assumption changed from RP-2000 Combined Healthy Mortality Tables projected to the valuation date using Projection Scale AA to PubG-2010 Mortality Tables projected to the valuation date using Projection Scale MP-2019. Health care costs, premiums, and cost trends were updated for the 2019, 2021, and 2023 valuation dates.

This schedule is intended to show information for 10 years. However, until a full 10-year trend is compiled, information will be presented for those years for which information is available. No assets are accumulated in a trust that meets the criteria in GASB Statement No. 75, paragraph 4, to pay related benefits.

TOWN OF OCEAN RIDGE, FLORIDA
Required Supplementary Information
Schedule of Employer Contributions
Florida Retirement System
Pension Plan
Last Ten Fiscal Years

Fiscal Year Ended September 30	Town's Contractually Required Contribution	Town's Contributions In Relation to the Contractually Required Contribution	Contribution Excess (Deficiency)	Town's Covered Payroll	Town's Contributions As a Percent of Covered Payroll
2016	\$ 196,937	\$ 196,937	\$	\$ 1,581,927	12.45%
2017	\$ 196,279	\$ 196,279	\$	\$ 1,469,652	13.36%
2018	\$ 205,927	\$ 205,927	\$	\$ 1,428,799	14.41%
2019	\$ 256,408	\$ 256,408	\$	\$ 1,686,211	15.21%
2020	\$ 316,275	\$ 316,275	\$	\$ 1,733,960	18.24%
2021	\$ 337,749	\$ 337,749	\$	\$ 1,778,136	18.99%
2022	\$ 351,679	\$ 351,679	\$	\$ 1,770,634	19.86%
2023	\$ 409,036	\$ 409,036	\$	\$ 1,873,049	21.84%
2024	\$ 504,246	\$ 504,246	\$	\$ 2,117,018	23.82%
2025	\$ 624,629	\$ 624,629	\$	\$ 2,478,686	25.20%

TOWN OF OCEAN RIDGE, FLORIDA
Required Supplementary Information
Schedule of Employer Contributions
Florida Retirement System
Pension Plan
Last Ten Fiscal Years

Fiscal Year Ended September 30	Town's Proportion of the Net Pension Liability	Town's Proportionate Share of the Net Pension Liability	Town's Covered Payroll	Town's Proportionate Share of the Net Pension Liability As a Percent of Covered Payroll	Plan Fiduciary Net Position As a Percent of the Total Pension Liability
2016	0.008331117%	\$ 2,103,614	\$ 1,516,677	138.70%	84.88%
2017	0.007999939%	\$ 2,366,328	\$ 1,470,021	160.97%	83.89%
2018	0.008260829%	\$ 2,488,205	\$ 1,426,675	174.41%	84.26%
2019	0.008809258%	\$ 3,033,703	\$ 1,593,397	190.39%	82.61%
2020	0.010348841%	\$ 4,485,340	\$ 1,749,885	256.32%	78.85%
2021	0.009845397%	\$ 743,708	\$ 1,790,293	41.54%	96.40%
2022	0.009223695%	\$ 3,431,956	\$ 1,743,139	196.88%	82.89%
2023	0.009551587%	\$ 3,806,005	\$ 1,919,942	198.24%	82.38%
2024	0.009397188%	\$ 3,635,274	\$ 2,077,246	175.00%	83.70%
2025	0.010004936%	\$ 3,105,045	\$ 2,336,028	132.92%	87.26%

Changes in Assumptions

The discount rate changed as follows:

2016	7.60%
2017	7.10%
2018	7.00%
2019	6.90%
2020	6.80%
2021	6.80%
2022	6.70%
2023	6.70%
2024	6.70%
2025	6.70%

For 2019, the mortality assumption changed from Generational RP-2000 with Projection Scale BB to PUB-2010 base table projected generationally with Scale MP-2018.

The amounts presented for each fiscal year were determined as of the June 30 measurement date. The Plan's fiduciary net position as a percentage of the total pension liability is published in the Plan's Annual Comprehensive Financial Report.

TOWN OF OCEAN RIDGE, FLORIDA
Required Supplementary Information
Schedule of Employer Contributions
Florida Retirement System
Retiree Health Insurance Subsidy Program
Last Ten Fiscal Years

Fiscal Year Ended September 30	Town's Contractually Required Contribution	Town's Contributions In Relation to the Contractually Required Contribution	Contribution Excess (Deficiency)	Town's Covered Payroll	Town's Contributions As a Percent of Covered Payroll
2016	\$ 27,780	\$ 27,780	\$	\$ 1,786,534	1.55%
2017	\$ 26,867	\$ 26,867	\$	\$ 1,726,149	1.56%
2018	\$ 27,708	\$ 27,708	\$	\$ 1,772,868	1.56%
2019	\$ 33,533	\$ 33,533	\$	\$ 2,080,649	1.61%
2020	\$ 35,825	\$ 35,825	\$	\$ 2,158,143	1.66%
2021	\$ 37,969	\$ 37,969	\$	\$ 2,287,293	1.66%
2022	\$ 38,861	\$ 38,861	\$	\$ 2,341,039	1.66%
2023	\$ 43,311	\$ 43,311	\$	\$ 2,494,720	1.74%
2024	\$ 50,902	\$ 50,902	\$	\$ 2,545,076	2.00%
2025	\$ 60,736	\$ 60,736	\$	\$ 3,036,814	2.00%

TOWN OF OCEAN RIDGE, FLORIDA
Required Supplementary Information
Schedule of Employer Contributions
Florida Retirement System
Retiree Health Insurance Subsidy Program
Last Ten Fiscal Years

Fiscal Year Ended September 30	Town's Proportion of the Net Pension Liability	Town's Proportionate Share of the Net Pension Liability	Town's Covered Payroll	Town's Proportionate Share of the Net Pension Liability As a Percent of Covered Payroll	Plan Fiduciary Net Position As a Percent of the Total Pension Liability
2016	0.005174263%	\$ 603,039	\$ 1,704,977	35.37%	0.97%
2017	0.000049353%	\$ 527,700	\$ 1,676,168	31.48%	1.64%
2018	0.005112213%	\$ 541,082	\$ 1,777,367	30.44%	2.15%
2019	0.005641696%	\$ 631,249	\$ 1,976,174	31.94%	2.63%
2020	0.006194184%	\$ 756,300	\$ 2,149,826	35.18%	3.00%
2021	0.006470019%	\$ 793,645	\$ 2,290,521	34.65%	3.56%
2022	0.006313481%	\$ 668,698	\$ 2,300,835	29.06%	4.81%
2023	0.006554971%	\$ 1,041,017	\$ 2,591,404	40.17%	4.12%
2024	0.002939570%	\$ 890,994	\$ 2,513,695	35.45%	4.80%
2025	0.006082737%	\$ 779,651	\$ 2,777,952	28.07%	6.36%

Changes in Assumptions

The discount rate changed as follows:

2016	2.85%
2017	3.58%
2018	3.87%
2019	3.50%
2020	2.21%
2021	2.16%
2022	3.54%
2023	3.65%
2024	3.93%
2025	5.20%

The amounts presented for each fiscal year were determined as of the June 30 measurement date. The Plan's fiduciary net position as a percentage of the total pension liability is published in the Plan's Annual Comprehensive Financial Report.



NOWLEN, HOLT & MINER, P.A.

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

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The Honorable Mayor and Members of the Town Commission
Town of Ocean Ridge, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of the Town of Ocean Ridge, Florida, as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the Town of Ocean Ridge, Florida's basic financial statements and have issued our report thereon dated July 6, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town of Ocean Ridge, Florida's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town of Ocean Ridge, Florida's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town of Ocean Ridge, Florida's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described below, we identified three deficiencies in internal control that we consider to be material weaknesses.

Finding 2024-1 Reconcile Bank Accounts on a Timely Basis

Condition: We noted that, in certain instances, bank statements were accumulated over several months before being reconciled to the appropriate general ledger accounts.

Criteria: Bank statements should be reconciled to the appropriate general ledger accounts on a monthly basis.

Effect: Failure to reconcile accounts on a monthly basis increases the risk that errors or other issues may go undetected and unresolved in a timely manner. Additionally, performing reconciliations promptly is generally more efficient, as transactions are more likely to be accurately recalled and understood when they are still recent.

Recommendation: We recommend that all bank accounts be reconciled each month prior to preparation of the monthly financial statements.

Management Response: The Town understands the importance of reconciling bank statements on a timely basis and has made changes in the monthly process to ensure all bank accounts are reconciled in a timely manner.

Finding 2024-2 Adjusting Journal Entries

Condition: During the audit, it was necessary to propose numerous journal entries to correct the Town's account balances. Several transactions required reclassification to ensure they were reported in the appropriate accounts.

Criteria: Transactions should be reported accurately and on a timely basis in the accounting records.

Effect: Accurate financial information was not available on a timely basis.

Recommendation: We recommend that the Town review the accounting procedures and implement changes to ensure that accurate financial information is available on a timely basis.

Management Response: The Town experienced a turnover in the Town Manager/Finance Director and Treasurer positions during the audit timeline. Outside accounting consultants were contracted with to review the accounting records of the Town. Several entries were provided to the auditor including several reclassifications mentioned above. The Town does recognize these balances were not reconciled in a timely manner and will make certain changes in monthly and yearly closing procedures to eliminate or minimize any audit adjusting entries in future audits.

Finding 2025-1 Implementation of Governmental Accounting Standards

Condition: During the audit, it was necessary to propose journal entries to correct the Town's account balances because recently issued accounting standards were not properly implemented.

Criteria: Transactions should be recorded in accordance with currently applicable accounting standards promulgated by the Governmental Accounting Standards Board (GASB), the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Effect: Accurate financial information was not available on a timely basis.

Recommendation: We recommend that the Town's accounting personnel stay current with new accounting standards as they are issued. One way of doing this would be to join the Florida Government Finance Officers Association (FGFOA) and participate in the training programs and networking opportunities provided by the organization. The FGFOA also provides a mentoring program to enhance the skills of government finance professionals. Participants are paired with an experienced government finance professional whom they can communicate with in order to seek advice and obtain support.

Management Response: During the first seven (7) months of Fiscal Year 2025, the former Town Manager also served as the Town's Finance Director. During this same period, the Town evaluated proposals from certified public accounting firms specializing in governmental financial management and accounting support; however, no contracts were approved for execution.

Although the Town maintained a Treasurer position, the role was primarily administrative and transactional in nature and did not include responsibility for monitoring, evaluating, or implementing newly issued Governmental Accounting Standards Board (GASB) pronouncements. Those responsibilities primarily rested with the Town Manager in the capacity of Finance Director. Together, the Town Manager/Finance Director and the Treasurer comprised the Town's accounting function during this period, limiting the organization's capacity to proactively research and implement new accounting standards while simultaneously managing day-to-day financial operations.

As part of the Town's ongoing efforts to strengthen its financial management practices, the organizational structure has been enhanced with increased segregation of duties, expanded financial oversight, and the engagement of outside governmental finance consultants, on an hourly basis, to provide technical expertise and staff training as needed.

Going forward, the Town will evaluate opportunities to fill the Treasurer position with an individual possessing FGFOA certification or comparable governmental finance training and experience, and/or continue utilizing qualified governmental finance consultants to assist with implementation of new accounting standards and compliance with evolving GASB requirements. These measures are intended to ensure that new accounting pronouncements are identified, evaluated, and implemented in a timely manner.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town of Ocean Ridge, Florida's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that is required to be reported under *Government Auditing Standards* and which is described below.

Finding 2025-2 Florida Retirement System Contributions

Condition: During the audit we noted that the Town makes contributions to the Florida Retirement System based on the pay date for payroll. Contributions should be made based on the date the payroll period ended.

Criteria: GASB Codification Section P20.225 states in part that payables to a defined benefit pension plan are normally expected to be liquidated with expendable available financial resources to the extent that amounts are due and payable pursuant to contractual or legal requirements. The legal requirement is found in Chapter 121.071(5), Florida Statutes which states that contributions and accompanying payroll data are due and payable “no later than the 5th working day of the month during which the payroll period ended”. This emphasizes the end of the pay period, not the pay date itself.

Effect: Some contributions to the Florida Retirement System are being made late and the Town’s liability for pension contributions is understated.

Recommendation: We recommend that the Town revise the procedure for reporting and paying pension contributions to comply with applicable accounting and legal requirements.

Management Response: Following the departure of the Treasurer in July 2025, the Town engaged a governmental financial consultant to ensure continuity of payroll and financial operations. During this transition, the consultant initially continued the existing payroll reporting and contribution process that had been in place in order to maintain uninterrupted operations.

The audit identified that Florida Retirement System (FRS) contributions should be reported and remitted based on the payroll period end date, rather than the payroll pay date, to comply with Chapter 121, Florida Statutes, and applicable accounting guidance.

The Town has reviewed this finding with its financial consultants and internal payroll processors and will revise its payroll reporting procedures to ensure FRS contributions are calculated, reported, and remitted based on the payroll period end date going forward. Internal procedures and review processes will also be updated to verify ongoing compliance with statutory reporting requirements.

Town’s Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Town of Ocean Ridge, Florida’s response to the findings identified in our audit and described above. The Town of Ocean Ridge, Florida’s response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Nowlen, Holt & Mims, P.A.

West Palm Beach, Florida
July 6, 2026



NOWLEN, HOLT & MINER, P.A.

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MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Honorable Mayor and Member of the Town Commission
Town of Ocean Ridge, Florida

Report on the Financial Statements

We have audited the financial statements of the Town of Ocean Ridge, Florida, as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated July 6, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated July 6, 2026 should be considered in conjunction with this Management Letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. Corrective actions have been taken to address Recommendation 2023-1 and Recommendation 2024-1 made in the preceding financial audit report and they no longer apply. Finding 2024-1 and Finding 2024-2 made in the preceding financial audit report still apply.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this Management Letter, unless disclosed in the notes to the financial statements. This information was disclosed in Note 1 to the financial statements. There are no component units included in the Town of Ocean Ridge, Florida's financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town of Ocean Ridge, Florida met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Town of Ocean Ridge, Florida did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Town of Ocean Ridge, Florida. It is management's responsibility to monitor the Town of Ocean Ridge, Florida's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same. Our assessment was done as of the fiscal year end. The results of our procedures did not disclose any matters that are required to be reported.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Property Assessed Clean Energy (PACE) Programs

A PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did not operate within the Town of Ocean Ridge, Florida's geographical boundaries during the fiscal year under audit.

Special District Component Units

Section 10.554(1)(i)5.c, Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or fraud, waste, or abuse, that has occurred, or is likely to have occurred, that has an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we identified the following finding.

Finding: 2025-3 Annual Financial Report

Condition: We noted that the audit report and the Annual Financial Report filed with the Florida Department of Financial Services were not filed by the due date.

Criteria: Florida Statutes require audit reports for local governmental entities and the Annual Financial Report to be filed within nine months of the fiscal year end. The Town's reports were due June 30, 2025.

Effect: Noncompliance with reporting requirements.

Recommendation: We recommend that the Town review the financial reporting process and make any changes required to facilitate the timely preparation of financial reports.

Management Response: During the preparation of the Fiscal Year 2025 financial statements, a number of accounting corrections and adjustments identified during the audit required additional time to research, reconcile, and accurately incorporate into the Town's financial records. As a result, the audit report and Annual Financial Report were submitted approximately one work-week after the statutory filing deadline.

The Town's goal was quality and accuracy in reporting, and to expedite the completion of the financial reporting process. To this end, the Town engaged an additional governmental financial consultant to assist with the preparation and review of the financial statements and required reporting.

Moving forward, the Town will continue utilizing qualified financial resources as needed, strengthen its year-end closing and review procedures, and begin the financial reporting process earlier to help ensure future reports are completed and submitted within the statutory deadlines while maintaining the accuracy and integrity of the Town's financial reporting.

Single Audits

The Town of Ocean Ridge, Florida expended less than \$1,000,000 of federal awards and less than \$750,000 of state financial assistance for the fiscal year ended September 30, 2025 and was not required to have a federal single audit or a state single audit.

Purpose of this Letter

Our Management Letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Town Commission, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Nowlen, Holt & Mimer, P.A.

West Palm Beach, Florida
July 6, 2026



NOWLEN, HOLT & MINER, P.A.

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INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

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The Honorable Mayor and Members of the Town Commission
Town of Ocean Ridge, Florida

We have examined the Town of Ocean Ridge, Florida's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2025. Management of the Town of Ocean Ridge, Florida is responsible for the Town of Ocean Ridge, Florida's compliance with the specified requirements. Our responsibility is to express an opinion on the Town of Ocean Ridge, Florida's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Town of Ocean Ridge, Florida complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Town of Ocean Ridge, Florida complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the Town of Ocean Ridge, Florida's compliance with the specified requirements.

In our opinion, the Town of Ocean Ridge, Florida complied, in all material respects, with Section 218.415, Florida Statutes for the year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, applicable management, and the Town Commission, and is not intended to be and should not be used by anyone other than these specified parties.

Nowlen, Holt & Miner, P.A.

West Palm Beach, Florida
July 6, 2026

REGULAR TOWN COMMISSION MEETING MINUTES

AUGUST 3, 2026

CALL TO ORDER

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

Town Clerk Avery read a letter on behalf of Commissioner Gustafson, who was absent due to the passing of her mother. Commissioner Gustafson expressed her regret at being unable to attend her first commission meeting, extended her gratitude for the community's support during this difficult time, and indicated she looks forward to officially participating beginning with the September Commission meeting.

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 Gustafson	Absent

Commissioner Gustafson was absent with notice.

PLEDGE OF ALLEGIANCE

Mayor Pugh led the pledge of allegiance.

ADDITIONS, DELETIONS, MODIFICATIONS, AND APPROVAL OF AGENDA

Town Manager Michelle Heiser presented revisions to the agenda. Item 1, Swearing-in of Commissioner Gustafson, was removed and deferred to September. New Item 3, Phase 4 Water Main Presentation/Update, was added. Consent Agenda Items 8 and 9 were removed and deferred to September pending backup information from AGIT. Items 13, 14, and 15 were added to the Consent Agenda regarding a replacement police vehicle, acceptance of a \$115,000 federal 287(g) stipend, and purchase of a new police vehicle with ICE stipend funds. Commissioner Aijala requested adding a commissioner comment regarding the audit.

Vice Mayor Coz moved to approve the agenda as amended; seconded by Commissioner Cassidy. Motion carried.4-0 (3:59)

PRESENTATIONS & PROCLAMATIONS

1. Audit Presentation for FY25

The presenter was not in attendance when the item was called. Accordingly, the item was passed over and moved to the September meeting.

2. Proclamation for Chief Scott McClure

Mayor Pugh read a proclamation recognizing Chief Scott McClure upon the occasion of his 10th service anniversary with the Town of Ocean Ridge. Chief McClure was presented with the proclamation and thanked the Commission and residents for their support.

3. Phase 4 Presentation

Clark Cryer, Cesar Carrillo and Meredith Cruz of Johnson Davis, the contractor for the water main improvement project, provided an update.

REGULAR TOWN COMMISSION MEETING MINUTES

AUGUST 3, 2026

Commissioner Cassidy inquired whether communications were integrated with the town's resident notification system, TextmyGov, which Town Manager Heiser confirmed

Vice Mayor Coz asked whether lane closures would still be occurring in December, given the onset of season. Mr. Cryer expressed confidence that the project would be wrapped up before that point, barring unforeseen delays such as weather events or unexpected underground obstructions.

Mayor Pugh asked about sidewalk damage, and Mr. Cryer confirmed that Johnson Davis is responsible for repairing any construction-related damage within the FDOT right-of-way. He also explained that cones indicate daily operations, while barrels and lights identify more permanent traffic-control phases.

Commissioner Cassidy raised a concern regarding an orange construction sign at Hudson and A1A that was obstructing visibility. Mr. Cryer stated that Cesar would investigate and adjust the sign, if permitted by applicable requirements.

The Commission expressed satisfaction with the communication approach and agreed that future updates would be provided on an as-needed basis rather than on a fixed monthly schedule.

Commissioner Cassidy preferred that the contractor focus on completing the work efficiently, with Commission updates provided only as needed. Mr. Cryer noted that DOT requirements govern working hours and that efforts are underway to expedite completion. Town Manager Heiser confirmed that staff meets with the contractor biweekly.

Mayor Pugh thanked the Johnson Davis team for their presentation and their collaborative approach to the project.

ANNOUNCEMENTS

4. The meeting schedule for next month is as follows: 1st Public Hearing for the Budget on Monday, September 14 at 5:05 PM; Regular Town Commission Meeting Monday, September 14 at 6:00 PM; Code Enforcement Hearing Tuesday, August 4th at 10:00 AM; All meetings are held in the Commission Chambers at Town Hall.
5. The Primary Election will be held on Tuesday, August 18, 2026, in the Community Room
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.

PUBLIC COMMENT

Mayor Pugh opened the floor for public comment.

The following spoke: Terry Brown and Betty Bingham.

Town Clerk Avery read into the record a letter submitted by Stella Kolb.

Mayor Pugh closed the floor for public comment.

APPROVAL OF CONSENT AGENDA

7. Adopt Minutes of the July 8, 2026, Regular Meeting

REGULAR TOWN COMMISSION MEETING MINUTES

AUGUST 3, 2026

8. Preferred Government Insurance Trust – Insurance for the Town of Ocean Ridge (**REMOVED**)
9. Preferred Government Insurance Trust - Workman's Compensation Insurance for the Town of Ocean Ridge (**REMOVED**)
10. Town Hall & Garage – Lightening Protection System
11. June 2026 Financial Report
12. First Amendment to the executed PBC Radio Agreement R2021-1427
13. Replacement of Police Vehicle Due to Accident
14. Acceptance of \$115,000 from Federal 287 (g) program stipend payout
15. Purchase of New Police Vehicle with ICE Stipend

Vice Mayor Coz moved to approve the amended consent agenda; seconded by Commissioner Cassidy. Motion carried.4-0 (23:12)

REGULAR AGENDA ITEMS

16. **Approval of Ordinance on First Reading: Ordinance 2026-02: An Ordinance Of The Town Commission Of The Town Of Ocean Ridge, Florida, Amending Chapter 66, “Environmental Regulation”, Article IV, “Landscaping”, Division 2, “Water Efficient Landscape”, Section 66-142, “ Artificial Turf/Synthetic Grass”, To Conform To The Requirements Of Section 125.572, Florida Statutes, And The Florida Department Of Environmental Protection’s Minimum Standards For Single Family Residential Properties Of One (1) Acre Or Less in Size; And Providing For Repeal Of Conflicting Ordinances, Severability, Codification, And An Effective Date**

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

Town Attorney Goddeau provided context and a summary of the ordinance.

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

Vice Mayor Coz noted a minor clerical discrepancy, observing that the ordinance itself was numbered 2026-02 while a related approval document referenced 2026-03, and confirmed with Town Attorney Goddeau that the correct number is 2026-02.

Commissioner Cassidy moved to approve Ordinance 2026-02 on first reading; seconded by Commissioner Aijala. Motion carried 4-0. (26:18)

STAFF & COMMITTEE REPORTS

17. **Town Manager**

Town Manager Heiser provided three updates. She spoke briefly regarding the Harbour Drive North Project. She advised that political signs were beginning to appear and requested direction regarding signs in the Town’s right-of-way.

The Commission discussed enforcement of political signs in the Town right-of-way. Town Attorney Goddeau advised maintaining consistency with the existing code. The Commission gave consensus directing staff to defer consideration of a formal policy change until September while continuing enforcement under the existing code.

Town Manager Heiser reported that the Police Department has qualified candidates; however, the Town’s \$70,000 starting salary is below the \$76,000–\$78,000 market range, potentially hindering recruitment and

REGULAR TOWN COMMISSION MEETING MINUTES

AUGUST 3, 2026

contributing to salary compression.

Commissioner Aijala asked whether candidates were intentionally circumventing the rules or responding to market conditions. Town Manager Heiser said most were responding to the market. She supported addressing compensation during PBA negotiations but expressed concern about losing a qualified candidate before the September budget hearings. She noted that increasing the starting salary could create compression issues requiring adjustments for approximately three officers.

Vice Mayor Coz noted that the starting salary had previously been increased to \$70,000 and asked about the state's \$5,000 recruitment incentive. Town Manager Heiser confirmed it remained a recruiting factor.

Commissioner Cassidy raised concerns about the impact of a higher starting salary on existing officers. Town Manager Heiser acknowledged the compression issue and said she and Chief McClure were aware it would need to be addressed.

Commissioner Aijala supported giving Town Manager Heiser discretion to proceed, noting that the potential cost for three officers was modest compared with the Town's \$13 million budget and emphasizing the importance of securing qualified candidates.

Mayor Pugh expressed concern about the potential negotiating implications with the PBA, noting that voluntarily raising the floor outside of the collective bargaining process could be used against the town in future contract negotiations. He suggested the Commission needed to understand the full ripple effect on the budget before acting.

Mayor Pugh opened the floor for public comment.

The following spoke: Tim Cassidy

Mayor Pugh closed the floor for public comment.

Chief McClure, when asked directly, confirmed that the market is very competitive and that the salary gap is a real obstacle

After extended discussion, The Commission gave consensus to allow Town Manager Heiser the discretion to offer a starting salary up to the competitive market rate, effectively raising the floor on a flexible basis, for the purpose of recruiting the current candidate and any others in the immediate term. The Commission also directed Town Manager Heiser to bring back the full budget impact, including the compression effect on existing officers, at the September budget hearings for formal memorialization within the budget.

18. Town Attorney

Town Attorney Goddeau requested a closed executive session pursuant to Section 286.011(8), Florida Statutes, regarding pending litigation in *James Cooksey v. Town of Ocean Ridge*, Case No. 2023CA012066. The session was scheduled for August 5, 2026, at 1:00 p.m. at Town Hall.

19. Police Chief

Chief McClure reported that a patrol vehicle was struck by a motorist who ran a red light. He stated that the officer sustained minor burns but was otherwise unharmed, and the vehicle replacement and associated 287(g) funding were addressed under Consent Agenda Items 13–15.

REGULAR TOWN COMMISSION MEETING MINUTES

AUGUST 3, 2026

TOWN COMMISSIONER COMMENTS

Commissioner Aijala reported that the Audit Firm Selection Committee unanimously recommended a qualified firm following its review of two proposals. The recommendation, which is subject to final legal review, will be presented to the Commission at its next meeting.

Mayor Pugh thanked all attendees for coming and noted that cake remained available.

ADJOURNMENT

Meeting Adjourned at 8:00 p.m.

Minutes prepared by Deputy Town Clerk Pinder and adopted by the Town Commission on September 14, 2026.

Geoff Pugh, Mayor

ATTEST:

Kelly Avery, Town Clerk

TOWN COMMISSION BUDGET WORKSHOP MEETING MINUTES

AUGUST 3, 2026

CALL TO ORDER

The meeting was called to order by Mayor Pugh at 2:00 p.m.

ROLL CALL

Deputy Town Clerk Pinder 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 Gustafson	Absent

Commissioner Gustafson was absent with notice.

PLEDGE OF ALLEGIANCE

Mayor Pugh led the pledge of allegiance.

Commissioner Cassidy announced the passing of Commissioner Gustafson's mother. Vice Mayor Coz requested a moment of silence for John Reeves, a former Pelican Cove resident.

REGULAR AGENDA ITEMS

1. Review of Proposed Budget

Town Manager Michelle Heiser presented the proposed Fiscal Year 2027 budget via memo and PowerPoint. The Commission was advised that no votes would be taken at this workshop, as the session was for discussion purposes only.

Accomplishments

Town Manager Heiser noted her appointment as permanent Town Manager effective July 8, 2026, following her service as Interim Town Manager since April 2025. She highlighted progress on infrastructure projects, facility hardening, financial and procurement controls, Building Department modernization, grant funding, and improved resident communication and transparency.

Priority Infrastructure Projects

Town Manager Heiser reported that Harbor Drive North drainage construction is scheduled to begin August 10, 2026, and Phase 4 pipe modernization construction commenced July 27, 2026. She noted that a \$300,000 grant appropriation was secured for the Phase 2 pipe modernization project along A1A in front of Town Hall, allowing the project to proceed to procurement. The Hudson Avenue drainage project remains under FEMA review, with no further updates available.

Budget Overview

Town Manager Heiser reviewed department-level budget changes, noting increases in the Town Manager's Office, primarily for compensation, deferred equipment, and conference expenses. She stated that the Inspections Department is now operating as a standalone fund (Fund 101) in compliance with state initiatives. Physical environment, law enforcement, and fire were identified as the

TOWN COMMISSION BUDGET WORKSHOP MEETING MINUTES

AUGUST 3, 2026

largest expense categories. The Fire budget includes a 4% contractual increase and a \$200,000 reserve for a potential transition to Palm Beach County fire services.

Budget Staffing Discussion

Town Manager Heiser reported that the total staff count is 37, inclusive of the five Commissioners, and that police and dispatch salaries and benefits comprise approximately 77% of the total payroll budget. Commissioner Aijala inquired whether per-capita police staffing benchmarks were available. The Town Manager advised that the ratio was approximately one officer per 125 residents, based on information presented at the June workshop, and confirmed that the applicable benchmark data would be included in the final budget package.

Salary and COLA Discussion

Commissioner Cassidy raised the issue of staff salary increases, noting her June request to revisit the COLA discussion in August. Town Manager Heiser confirmed the proposed structure of a 3% COLA for all staff and up to a 2% merit increase at the Town Manager's discretion. She noted that certain employees may receive higher merit increases based on performance, as not all employees received merit increases in the prior year. A limited number of employees may also receive one-time lump-sum payments pursuant to the PPA contract or for longevity milestones.

Other Budget Line Items

Commissioner Cassidy inquired about the "Other Fiscal Environment" line item, which increased from approximately \$367,000 in actual activity to \$4,239,000 in the amended budget and \$5,140,000 proposed for FY 2027. Town Manager Heiser and Commissioner Aijala clarified that the increase primarily reflects capital infrastructure expenditures, including water pipe modernization and drainage projects. It was noted that the Commission had previously approved these expenditures. The Town Manager committed to providing a detailed breakdown of the expenditure.

Commissioner Cassidy also questioned the increase in the Town Functions budget, from approximately \$16,000 to \$25,000. Town Manager Heiser explained that the revised amount reflects the actual cost of the community event held during the fiscal year and provides a more accurate representation of anticipated expenses.

The Commission briefly discussed workers' compensation budget line items. Town Manager Heiser advised that the final workers' compensation invoice had not yet been received and that the budget currently reflects a projected 5% increase over the prior year. She mentioned that workers' compensation costs may fluctuate based on employee classifications and field exposure.

Commissioner Aijala asked about the interest rate assumption used for investment earnings on surplus funds. Town Manager Heiser confirmed the budget assumed approximately 4.8%, similar to the 4.50% used the prior year, and noted that given the timing of capital expenditures, the town should continue earning meaningful interest on reserves through most of the year.

Ten-Year Capital Improvement Plan

Town Manager Heiser presented the ten-year Capital Improvement Plan and highlighted a potential septic-to-sewer conversion project estimated at approximately \$60 million, with a potential 30% grant offset reducing the Town's estimated share to approximately \$42 million. She emphasized that the figures are preliminary planning estimates and subject to change.

Commissioner Aijala stated that the long-term infrastructure needs supported maintaining the millage rate at 5.4 rather than reducing it. Commissioner Cassidy noted the Town's successful grant history as a positive

TOWN COMMISSION BUDGET WORKSHOP MEETING MINUTES

AUGUST 3, 2026

factor in funding future projects. Town Manager Heiser also advised that upcoming meetings with the City of Boynton Beach may provide additional information regarding financing opportunities.

Budget Calendar

Town Manager Heiser reviewed upcoming budget calendar dates. She announced that the first public hearing was scheduled for September 14th, at which the commission would vote on a tentative millage rate. She also mentioned that the final budget hearing was scheduled for September 21st. and confirmed the September packet would be brought forward at the 5.4 millage rate.

TOWN COMMISSIONER COMMENTS

There were none.

ADJOURNMENT

Meeting Adjourned at 2:31 p.m.

Minutes prepared by Deputy Town Clerk Pinder and adopted by the Town Commission on September 14, 2026.

Geoff Pugh, Mayor

ATTEST:

Kelly Avery, Town Clerk

TOWN COMMISSION BUDGET WORKSHOP MEETING MINUTES

AUGUST 31, 2026

CALL TO ORDER

The meeting was called to order by Mayor Pugh at 3:00 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.	Absent
Commissioner Cassidy	Present
Commissioner Gustafson	Present (attended remotely)

Commissioner Aijala was absent. Commissioner Gustafson joined the meeting remotely during the proceedings.

PLEDGE OF ALLEGIANCE

Mayor Pugh led the pledge of allegiance.

BUDGET AGENDA ITEMS

1. Cost of Operations – a “Keep the Lights On” Analysis

Town Manager Heiser presented an overview of the proposed FY 2027 operating budget, totaling \$11.39 million, an increase of approximately \$948,000 (9.1%) over the FY 2026 amended budget. She explained that the Town is projected to maintain approximately \$6.5 million in unassigned General Fund reserves, representing 60.5% of anticipated expenses, or approximately 237 days of operations, consistent with GFOA recommended levels. She recommended maintaining the \$500,000 contingency for FY 2027 due to continued uncertainty regarding state legislation and transitioning in future years to a contingency target of 4% of operations.

The Commission supported the recommendation and agreed to defer formal adoption of the policy pending the outcome of State Amendment 3.

2. Personnel Costs vs. Employment Cost Index (government benchmark)

Town Manager Heiser presented a comparison of the Town’s personnel cost growth and the Employment Cost Index (ECI). Personnel costs are increasing by 2.4%, below the 3.6% ECI benchmark. She mentioned that the health and dental insurance costs have increased 9.6%, compared to the national trend of 6%. She stated that she has engaged the Town’s insurance carrier to develop options for Commission consideration.

3. Discussion on a Concept for Special Water Utility Services Authority

Town Manager Heiser introduced a conceptual proposal to explore the creation of a regional Special Water Utility Services Authority, presented jointly with Andrew Mack, Deputy City Manager for the City of Boynton Beach, who was in attendance. She provided background, noting that Boynton Beach had initially explored transferring its water services to Palm Beach County, and when those negotiations did not materialize, the City developed the concept of forming a regional water authority. She explained that the authority could allow participating agencies to share water infrastructure and related costs, with eligible start-up expenses reimbursed if both commissions proceed. She proposed reallocating \$300,000 previously

TOWN COMMISSION BUDGET WORKSHOP MEETING MINUTES

AUGUST 31, 2026

budgeted for Town Hall hardening, with \$200,000 for consultants and \$100,000 for outside legal counsel, noting that the Town would be responsible for any costs incurred if it chose not to proceed.

Deputy City Manager Mack stated that the authority would ultimately oversee water and sewer services. He noted that Ocean Ridge's future sewer conversion would require separate consideration.

Town Manager Heiser stated that the 10-year Capital Improvement Plan identifies approximately \$83 million in potential infrastructure costs, including sewer-related costs.

Vice Mayor Coz and Mayor Pugh stated that sewer conversion should remain separate from the immediate water authority discussion and be considered as a long-term matter.

Deputy City Manager Mack stated that the Boynton Beach Commission had not yet taken formal action and was seeking additional information, particularly regarding board composition. He stated that the matter was scheduled for consideration on September 16, 2026.

Mayor Pugh opened the floor for public comment.

The following spoke: Christine Schulte

Mayor Pugh closed the floor for public comment.

The Commission unanimously provided informal directions to proceed with allocating \$300,000 for exploratory purposes.

Town Manager Heiser stated she would send a summary email to Deputy City Manager Mack on behalf of the Commission to support Boynton Beach's internal process. She also distributed a recent water and wastewater system appraisal, valuing the system at approximately \$5.5 million, or \$4.5 million for water services alone.

4. Discussion regarding Facility Rentals (Chambers/Community Room)

Town Manager Heiser presented a revised facility rental fee structure, stating that the current \$10 hourly fee does not cover basic operating costs. She proposed a \$50 fee for civic events and \$20 for other uses of approximately two hours or less. She stated that eligible users would include HOAs/POAs and recognized civic partners, including Starbright and the Garden Club, with the Commission able to recognize additional organizations in the future. She also stated that the \$75 public works setup and breakdown fee and the standard police detail rate, with a three-hour minimum when required, would remain unchanged.

Commissioner Cassidy confirmed that the proposed changes have been discussed with relevant stakeholders. Town Manager Heiser stated that a previously considered \$300 annual membership fee was not pursued due to the administrative burden of tracking usage.

Vice Mayor Coz questioned the language regarding "other similar events" and suggested that the Town Manager have discretion to make such determinations, with appeals brought before the Commission.

Town Manager Heiser agreed, noting this is consistent with current practice.

The Commission gave consensus support for the revised fee structure.

TOWN COMMISSION BUDGET WORKSHOP MEETING MINUTES

AUGUST 31, 2026

TOWN COMMISSIONER COMMENTS

There were none.

ADJOURNMENT

Meeting Adjourned at 3:29 p.m.

Minutes prepared by Deputy Town Clerk Pinder and adopted by the Town Commission on September 14, 2026.

Geoff Pugh, Mayor

ATTEST:

Kelly Avery, Town Clerk

Agenda: Monday, September 14, 2026
Memo: Item #11.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Kelly Avery, Town Clerk

**Subject: Approval of Resolution 2026-08: A Resolution Of The Town
Commission Of The Town Of Ocean Ridge, Florida, Amending The
Adopted Schedule Of Fees For Various Services; and Providing For
Repeal Of Conflicting Resolutions And An Effective Date**

We have done some reviewing of the facility rental requirements and fees and realized that we needed to make some adjustments to the fees. Below is what adjustments are being proposed.

1. Changed the fee from \$10/hr to \$50 per event for civic uses and \$20/hr for all other uses that are approximately an hour, but less than 2 hours.

Staff recommends...approval of Resolution 2026-08

Suggested Motion: I move to...approve Resolution 2026-08 as presented.

Respectfully,
Kelly Avery, Town Clerk

RESOLUTION NO. 2026-08

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

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

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

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

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

Section 2. This Resolution shall take effect immediately upon adoption.

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

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

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of _____, 2026.

TOWN OF OCEAN RIDGE, FLORIDA

BY: _____
Geoff Pugh, Mayor

ATTEST:

BY: _____
Kelly Avery, Town Clerk



TOWN OF OCEAN RIDGE FEE SCHEDULE

DESCRIPTION	FEE	CODE SECTION
<u>TOWN CLERK</u>		
ALARM MONITORING, ANNUAL	\$ 200.00	
ALARM USER PERMIT, ANNUAL	\$ 10.00	
ALARM MONITORING & USER PERMIT LATE FEE, PER QUARTER	\$ 25.00	
ANNEXATION	\$ 1,500.00	63-131
APPEAL DECISION OF ADMINISTRATIVE OFFICIAL, MINIMUM	\$ 250.00	63-91
APPEAL DECISION OF PLANNING & ZONING COMMISSION	\$ 1,500.00	63-56
BOUNCED CHECK, BANK FEE	\$ 35.00	BANK FEE
BUSINESS TAX RECEIPT (BTR)	SEE CODE	30-26 TO 30-36
BUSINESS TAX RECEIPT (BTR), INSURANCE COMPANIES	\$ 100.00	30-36
BTR TRANSFER, MIN \$3 TO \$25 MAX, UP TO 10% OF ANNUAL TAX	SEE CODE	30-30
CERTIFIED COPIES OF TOWN COMMISSION ACTION, EACH PAGE	\$ 1.00	63-33
COMP PLAN AMENDMENT, MINIMUM	\$ 1,500.00	63-131
DEVELOPMENT PLAN REVIEW, MINIMUM	\$ 1,500.00	63-51 & 63-56
CONSTRUCTION EAST OF THE CCCL	\$ 1,500.00	63-131
DUNE TRIMMING PERMIT ANNUAL FEE	\$ 75.00	66-161
GARBAGE & RECYCLING FEE, ANNUAL, SINGLE-FAMILY	\$ 270.00	
GARBAGE & RECYCLING FEE, ANNUAL, MULTI-FAMILY	\$ 189.00	
GARBAGE & RECYCLING LATE FEE, PER QUARTER	\$ 25.00	
LIEN RECORDING FEE	\$ 30.00	
LIEN SATISFACTION RECORDING FEE	\$ 30.00	
LIEN SEARCH	\$ 100.00	
NON-CONFORMING OR GRANDFATHERED USES, STRUCTURES, CHARACTERISTICS OF USE	\$ 1,500.00	63-131
PLANNED RESIDENTIAL DEVELOPMENT (PRD)	\$ 1,500.00	63-131
PLAT/RE-PLAT	\$ 1,500.00	63-131
FINAL PLAT PREPARATION	\$ 250.00	64-104
FINAL PLAT APPROVAL, COST PLUS 1% COST OF REQUIRED IMPROVEMENTS	\$ 250.00	64-105
PETITION SUBMITTED TO THE TOWN COMMISSION FOR REFERENDUM	\$ 900.00	63-131
PLANNED RESIDENTIAL DEVELOPMENT (PRD) AMENDMENT	\$ 1,500.00	63-131
RENTAL REGISTRATION	\$ 35.00	30-158
SIGN PERMIT FOR REAL ESTATE OR CONSTRUCTION SIGN, EACH	\$ 5.00	70-8
SIGN PERMIT, VALUE \$250 OR LESS, MINIMUM	\$40.00	70-8
SIGN PERMIT, VALUE MORE THAN \$250	See Appendix "B"	70-8
SIGN INSPECTION, ANNUALLY	\$ 5.00	70-2
SITE PLAN REVIEW (MAJOR)	\$ 1,500.00	63-131
SITE PLAN REVIEW (MINOR)	\$ 750.00	
SPECIAL EVENT PERMIT, REFUNDABLE DEPOSIT, MINIMUM	\$ 1,000.00	30-164
SPECIAL EVENT PERMIT, APPLICATION FEE	\$ 100.00	
SPECIAL EXCEPTION	\$ 1,500.00	63-131
UNITY OF TITLE/UNITY OF CONTROL	\$ 1,300.00	
VARIANCE, ADMINISTRATIVE	\$ 1,500.00	63-131
VARIANCE, CODE	\$ 1,500.00	63-131
ZONING/RE-ZONING/DISTRICT BOUNDARY CHANGES	\$ 1,500.00	63-131
<u>BUILDING DEPARTMENT - SEE APPENDIX "B"</u>		
<u>FACILITY USE</u>		
DAMAGE DEPOSIT, REFUNDABLE (ALCOHOL/HIGH RISK EVENT INSURANCE REQUIRED)	\$ 200.00	
FACILITY USE, PER EVENT FOR CIVIC ASSOCIATIONS	\$ 50.00	
FACILITY USE, PER HOUR FOR EVENTS LESS THAN 2 HOURS	\$ 20.00	



TOWN OF OCEAN RIDGE FEE SCHEDULE

DESCRIPTION	FEE	CODE SECTION
ROOM SETUP BY TOWN STAFF	\$ 75.00	
ROOM TEAR DOWN BY TOWN STAFF	\$ 75.00	
SEE BELOW FOR POLICE SERVICES FOR PARKING OR SECURITY DETAIL		
<u>PUBLIC RECORDS REQUEST (TOWN HALL & POLICE DEPT)</u>		
PHOTOCOPY, SINGLE SIDED, LETTER SIZE	\$ 0.15	
PHOTOCOPY, DOUBLE SIDED, LETTER SIZE	\$ 0.20	
PHOTOCOPY, SINGLE SIDED, LEGAL SIZE	\$ 0.20	
PHOTOCOPY, DOUBLE SIDED, LEGAL SIZE	\$ 0.25	
PHOTOCOPY, SINGLE SIDED, 11x17	\$ 0.30	
PHOTOCOPY, DOUBLE SIDED, 11x17	\$ 0.35	
CERTIFIED COPY OF RECORD	\$ 1.00	
ADMIN TIME PER HR AFTER 15 MINUTES FOR TOWN HALL & POLICE PERSONNEL	PER INDIVIDUAL	
ADMIN TIME PER HR AFTER 15 MINUTES FOR PUBLIC WORKS DEPT PERSONNEL	PER INDIVIDUAL	
EMAIL EXTRACTION OR OTHER I/T SEARCHES, PER HR	\$ 100.00	
RECORDS TO BE REVIEWED BY TOWN ENGINEER, PER HR	CONTRACT RATE	
RECORDS TO BE REVIEWED BY TOWN ATTORNEY, PER HR	CONTRACT RATE	
CD	\$ 1.00	
USB	\$ 8.00	
<u>POLICE</u>		
PARKING TICKET, NO PARKING AS POSTED	\$ 30.00	54-2
PARKING TICKET, VIOLATION OF TOWN ORDINANCE	\$ 30.00	54-2
PARKING TICKET, BLOCKING FIRE HYDRANT YELLOW ZONE	\$ 75.00	54-2
PARKING TICKET, PARKING WITHIN 15' OF FIRE HYDRANT	\$ 75.00	54-2
PARKING TICKET, PARKING WITHIN 15' OF CORNER	\$ 75.00	54-2
PARKING TICKET, PARKING WITHIN 15' OF STOP SIGN	\$ 75.00	54-2
PARKING TICKET, BLOCKING RIGHT OF WAY	\$ 75.00	54-2
PARKING TICKET, PARKING ON SIDEWALK	\$ 75.00	54-2
PARKING TICKET, HANDICAP	\$ 250.00	54-2
PARKING TICKET LATE FEE AFTER 10 DAYS, OTHER THAN HANDICAP	\$ 10.00	54-2
PARKING TICKET LATE FEE AFTER 10 DAYS, HANDICAP	\$ 50.00	54-2
POLICE SERVICES/PARKING CONTROL, PER HOUR (3 HOUR MINIMUM)	\$ 65.00	
POLICE SERVICES/PARKING CONTROL, PER HOUR PREMIUM RATE (3 HOUR MINIMUM)	\$ 70.00	
POLICE SERVICES/PARKING CONTROL, PER HOUR HOLIDAY (3 HOUR MINIMUM)	\$ 130.00	
POLICE VEHICLE, PER HOUR	\$ 25.00	
<u>COMMUNITY STANDARDS HEARING ADMIN COSTS</u>		
CODE ENFORCMENT HEARING FEE -FIRST VIOLATION *	\$ 150.00	
CODE ENFORCEMENT HEARING FEE - REPEAT VIOLATION*	\$ 250.00	
CODE OFFICER, PER HOUR	\$ 30.00	
CODE ENFORCEMENT CLERK, PER HOUR	\$ 34.00	
COST TO TOWN FOR ADDITIONAL WITNESSES (NOT INCLUDING OFFICER OR CLERK)**:		
BUILDING OFFICIAL, PER HOUR	\$ 36.00	
ZONING OFFICIAL, PER HOUR	\$ 45.00	



TOWN OF OCEAN RIDGE FEE SCHEDULE

DESCRIPTION	FEE	CODE SECTION
OTHER, PER HOUR	\$ 25.00	
INSPECTION PHOTOGRAPHS, EACH	\$ 2.00	
POSTAGE	ACTUAL COST	
OFFICIAL RECORDS RECORDING	ACTUAL COST	
LIEN REDUCTION REQUEST, PER CASE (NON-REFUNDABLE)**	\$ 250.00	
* Hearing cost applies for successful prosecution of a case and covers all costs incurred by the Town for each case inclusive of mileage rate, copies, photographs, hearing preparation, case review, hearing administration, etc.		
** Additional witness cost applies if witness is utilized by Town for case but does not testify and is charged at ½ hour increments.		
*** Plus, all hearing costs if not paid in full.		
<u>COMMUNITY STANDARDS FINES</u>		
FIRST OFFENSE PER DAY, NOT TO EXCEED	\$ 250.00	16-9
REPEAT OFFENSE PER DAY, NOT TO EXCEED	\$ 500.00	16-9
IRREPLACEABLE/IRREPARABLE OFFENSE, NOT TO EXCEED	\$ 5,000.00	16-9
VIOLATIONS OF LAND DEVELOPMENT CODE, NOT TO EXCEED	\$ 500.00	63-4
CABLE COMMUNICATIONS, VIOLATIONS OF CHAPTER, PER DAY	\$ 100.00	15-29
CONSTRUCTION ABANDONMENT, PER DAY AFTER PERMIT EXPIRES	\$ 250.00	67-12
CONSTRUCTION DURING CERTAIN DAYS/HOURS, 1ST OFFENSE	\$ 100.00	34-83
CONSTRUCTION DURING CERTAIN DAYS/HOURS, 2ND OFFENSE	\$ 200.00	34-83
CONSTRUCTION DURING CERTAIN DAYS/HOURS, 3+ OFFENSE	\$ 300.00	34-83
CONSTRUCTION WORK WITHOUT A PERMIT, JOB COST OVER \$5,000	4x PERMIT FEE	
CONSTRUCTION WORK WITHOUT A PERMIT, JOB COST UNDER \$5,000	2x PLUS \$200	
ENGINEERING REVIEW & SURVEY, NOT TO EXCEED	\$ 500.00	67-57
NOT POSTING CONSTRUCTION PERMIT AS REQUIRED, 1ST OFFENSE	\$ 100.00	67-59
REMOVAL OF RUBBISH, NOXIOUS PLANTS, STAGNANT WATER & WEEDS, 1ST OFFENSE	\$ 100.00	34-6
REMOVAL OF RUBBISH, NOXIOUS PLANTS, STAGNANT WATER & WEEDS, 2ND OFFENSE	\$ 200.00	34-6
REMOVAL OF RUBBISH, NOXIOUS PLANTS, STAGNANT WATER & WEEDS, 3RD OFFENSE	\$ 300.00	34-6
WATER RESTRICTION PENALTIES, 1ST VIOLATION, NOT TO EXCEED	\$ 25.00	58-47
WATER RESTRICTION PENALTIES, 2ND VIOLATION, NOT TO EXCEED	\$ 500.00	58-47
<u>COMMUNITY STANDARDS CITATIONS</u>		
COMMUNITY STANDARDS CITATION, GENERAL, FIRST OFFENSE IS A WARNING, OR	\$ 25.00	16-24
COMMUNITY STANDARDS CITATION, GENERAL, SECOND OFFENSE	\$ 100.00	16-24
COMMUNITY STANDARDS CITATION, GENERAL, THIRD OFFENSE	\$ 250.00	16-24
COMMUNITY STANDARDS CITATION, GENERAL, FOURTH + OFFENSE	\$ 500.00	16-24
COMMUNITY STANDARDS CITATIONS, PENALTIES FOR CONTESTING, UP TO	\$ 500.00	16-24
DUMPSTER COVER VIOLATION, FIRST OFFENSE	\$ 50.00	
DUMPSTER COVER VIOLATION, SECOND OFFENSE	\$ 100.00	
DUMPSTER COVER VIOLATION, THIRD OFFENSE	\$ 200.00	
DUMPSTER COVER VIOLATION, FOURTH + OFFENSE	\$ 300.00	
OVERGROWN LOT ON CONSTRUCTION SITE, FIRST OFFENSE	\$ 50.00	
OVERGROWN LOT ON CONSTRUCTION SITE, SECOND OFFENSE	\$ 100.00	
OVERGROWN LOT ON CONSTRUCTION SITE, THIRD + OFFENSE	\$ 250.00	
CONSTRUCTION SITE PARKING, FIRST OFFENSE	\$ 50.00	
CONSTRUCTION SITE PARKING, SECOND OFFENSE	\$ 100.00	



TOWN OF OCEAN RIDGE FEE SCHEDULE

DESCRIPTION	FEE	CODE SECTION
CONSTRUCTION SITE PARKING, THIRD + OFFENSE	\$ 250.00	
CONSTRUCTION SITE WORK HOURS, FIRST OFFENSE	\$ 50.00	
CONSTRUCTION SITE WORK HOURS, SECOND OFFENSE	\$ 100.00	
CONSTRUCTION SITE WORK HOURS, THIRD + OFFENSE	\$ 250.00	
DOG ON BEACH, FIRST OFFENSE	\$ 100.00	
DOG ON BEACH, SECOND OFFENSE	\$ 200.00	
DOG ON BEACH, THIRD + OFFENSE	\$ 500.00	
FOR THE VIOLATIONS LISTED BELOW, THE FIRST OFFENSE IS A WARNING OR \$25 CITATION; SECOND OFFENSE IS \$50 CITATION, AND THIRD + OFFENSE IS \$100 CITATION:		
POD WITHOUT APPROVAL		
OVERNIGHT PARKING		
U-HAUL/COMMERCIAL VEHICLES		
BOATS/TRAILERS		
SIGNAGE VIOLATION (NON-CONTRACTOR)		
TRASH VIOLATION		
OVERGROWN LOT - NON-CONSTRUCTION SITE		
<u>GENERAL GOVERNMENT</u>		
ANTENNA/RADIO MAST/EQUIPMENT INSTALLATION PERMIT	\$ 10.00	64-56
ANTENNA/RADIO MAST/EQUIPMENT INSTALLATION RE-INSPECTION	\$ 10.00	64-56
FORECLOSURE REGISTRATION	\$ 200.00	30-171

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Michelle Heiser, Town Manager

**Subject: Approval of Professional Services Agreement and Engagement
Letter for Accounting and Related Services with Nowlen, Holt &
Miner, P.A.**

The Town has been utilizing Nowlen, Holt & Miner, P.A. to provide specialized governmental accounting support, specifically auditing services and related consulting services to supplement internal financial operations. These services include assistance with complex governmental accounting transactions, audit preparation, financial reporting support, capital asset accounting, long-term liability schedules, staff training, and other accounting-related services as requested by the Town Manager.

The proposed Professional Services Agreement establishes the terms and conditions governing a different engagement, providing audit preparations. The accompanying Engagement Letter outlines the specific scope of services and the firm's hourly billing rates. This firm will not be the auditing firm in the future, it will provide the GASB and pre-audit support to ensure timely audits can occur. The Town has been awarded multiple grants during the fiscal years of 2026 - 2027 and anticipates it will add to the single audit complexities.

This structure provides the Town with the flexibility to utilize specialized accounting expertise only as needed while ensuring expenditures remain within an approved annual budget.

STAFF ANALYSIS

Since the transition to new administration, the Town has undertaken significant improvements to its financial operations, internal controls, and accounting processes. Although many day-to-day accounting functions are not part of this scope, specialized governmental accounting expertise continues to be beneficial for complex audit preparation, implementation of governmental accounting standards, and even staff development. The annual audit for fiscal year 2025 memorialized this as well. Maintaining access to these professional services supports the Town's ongoing efforts to strengthen financial reporting, ensure compliance with governmental accounting requirements, provide continuity during audit activities, and continue developing internal staff capabilities.

Staff recommends approval of the Professional Services Agreement and Engagement Letter with Nowlen, Holt & Miner, P.A.

Suggested Motion: I move to approve.

Respectfully,
Michelle Heiser, Town Manager

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Subject: Preferred Governmental Insurance Trust - Insurance for the Town of Ocean Ridge

The Town of Ocean Ridge's current package insurance coverage, provided through Preferred Governmental Insurance Trust (PGIT) and administered by Public Risk Underwriters of Florida, Inc., is set to renew for the term of October 1, 2026 through October 1, 2027. The renewal quote (PK FL1 0502017 26-17 01) was presented by the Town's agent, Milton Carpenter Insurance Inc., on September 3, 2026.

Coverage Summary:

The proposed renewal maintains the Town's existing coverage structure, including:

- Property — Blanket Building & Contents limit of \$9,707,520 (Total Insured Value), covering Town Hall, the Garage & Breezeway, Public Works Storage Building, and the Woolbright, Tropical, and Coconut Lane pump stations, among other scheduled locations
- Inland Marine — \$1,353,688 in scheduled and blanket unscheduled equipment coverage
- General Liability — \$5,000,000 per occurrence
- Law Enforcement Liability — \$5,000,000 per person/per occurrence
- Public Officials and Employment Practices Liability — \$5,000,000 per claim each, with no aggregate limit
- Cyber Liability — \$2,000,000 annual aggregate
- Automobile Liability and Physical Damage — \$5,000,000 liability limit, covering the Town's 30-unit vehicle and trailer fleet
- Crime Coverage — \$100,000 per occurrence for forgery, theft, computer fraud, and employee dishonesty
- Deadly Weapon Protection — \$1,000,000 third-party liability, provided at no additional premium

Cost:

The total premium for the renewal term is \$268,456, payable under a 50% down / 25% at three months / 25% at six months schedule. This reflects a component breakdown of \$109,721 for Property, \$59,086 for Public Officials/EPLI, \$33,931 for Law Enforcement Liability, \$25,737 for General Liability, \$22,327 for Auto Liability, \$8,142 for Auto Physical Damage, \$5,824 for Cyber, \$2,746 for Inland Marine, and \$942 for Crime.

Staff recommends the Commission authorize acceptance and binding of the PGIT renewal quote (Quote No. PK FL1 0502017 26-17 01) for the policy term of October 1, 2026 through October 1, 2027, and authorize the Town Manager to execute the necessary signature pages and related documents to bind coverage prior to the current policy's expiration.

Suggested Motion: I move to approve.

Respectfully,



Named Covered Party: Town of Ocean Ridge
Term: 10/01/2026 to 10/01/2027
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0502017 26-17 01

Milton Carpenter Insurance Inc.
Town of Ocean Ridge
PK FL1 0502017 26-17

Public Risk Underwriters of Florida, Inc. is pleased to provide you with the quote for:
Town of Ocean Ridge

Please review the quote carefully as, coverage terms and conditions may not encompass all requested coverage indicated in the application.

As a reminder you do not have any binding authority. Written request to bind must be received prior to the effective date of coverage or the expiration date of the quote, whichever is earlier. If written request to bind is not received within the described time frame, the quote is no longer valid, and the file will be closed. Coverage is not bound without written confirmation from a representative of Public Risk Underwriters of Florida, Inc.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. In the event of differences, the Coverage Agreement form prevails. Specimen forms are available upon request.

If you have any questions or need further assistance, please feel free to contact us.

**THIS PAGE IS FOR INFORMATIONAL PURPOSES ONLY
AND IS NOT PART OF THE QUOTE**

Quote Number: PK FL1 0502017 26-17 01

Effective Date: 10/01/2026

Quote Expiration Date: 10/01/2026

QUOTE FOR
Town of Ocean Ridge
6450 N. Ocean Blvd.
Ocean Ridge, Florida, 33435

Presented by Public Risk Underwriters for:

Milton Carpenter Insurance Inc.

135 SE Avenue C, Belle Glade, Florida, 33430

9/3/2026 8:46:10 PM

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Service is the heart of what we do

FL License #L055432
PO Box 958455 Lake Mary, FL 32795 | 321.832.1450 | pgit.org
Page 1



Insuring Florida's Future

Founded in 1999, Preferred is a non-assessable insurance risk pool made of and for its members, focusing on the unique needs of Florida's public sector. Our robust membership and financial strength stem from a conservative platform of managed risk. Program administration is provided by Public Risk Underwriters of Florida (PRU).

A key distinguishing feature and advantage of Preferred is the exclusive utilization of independent agents who specialize in public sector risk throughout the state for distribution.

WHY IS THIS IMPORTANT?

Our members receive local, personalized service and have built-in representation and advocacy to achieve optimal results.

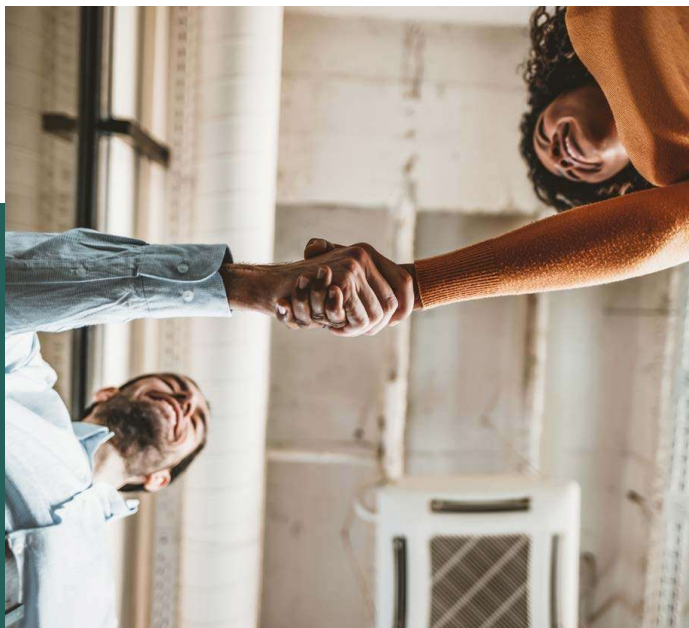
Preferred's membership is represented by Elected Officials from all segments of Florida's Public Sector. Our Board of Trustees understands your needs and works diligently to bring you enhanced programs and services.

Specialized member-oriented claims service is provided by Preferred Governmental Claims Solutions (PGCS). With more than 40 years in claims experience, PGCS is Florida's foremost governmental third-party administrator. The cornerstones of their claims administration are communication, quick access, and sound return-to-work policies.

Preferred is a proven structure of strength created to protect Florida's public sector.

Service is the heart of what we do

*Our Loss Control & Member Services team takes a proactive approach designed to reduce and prevent claims by customizing our services to your needs **at no additional cost.***



DEDICATED LOSS CONTROL CONSULTANTS PROVIDE:

- + Onsite safety inspections
- + Safety training on hundreds of topics
- + Safety program development, review & evaluation
- + Claims analysis & management
- + Claims reviews and Claims 101's
- + Disaster preparedness services

PREFERRED RISK MANAGEMENT RESOURCE CENTER FOR MEMBERS WHO PURCHASE THEIR EPLI COVERAGE FROM PREFERRED:

Cyber Security Resources

- + Breach health check
- + Customizable Incident Response Plan
- + Unlimited Access to Cybersecurity Experts
- + Immediate crisis management & response
- + Digital Forensic, IR Readiness and Data Review services and consultations available

HR Helpline Services

- + Unlimited access to HR and Employment Law experts

ADA Website Compliance Resources

- + WAVE by WebAIM accessibility evaluation tool
- + Expert guidance on ADA compliance

VECTOR SOLUTIONS Online training platform with over 600 training courses on HR/Employment Practices, OSHA Compliance, Motor Vehicle Safety, etc.

PREFERRED VIRTUAL TRAINING ACADEMY

Virtual training on a wide variety of topics provided by our Loss Control Consultants and industry experts.

STREAMERY 24/7 mobile streaming from anywhere with over 700 training topics

PREFERRED TIPS 50/50 matching safety & loss control grant program up to \$5,000.

50,000+

Completed Training Courses

\$4,000,000+

in TIPS Grants

70%

Risk Management Resource Center Utilization

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Your Member Services & Loss Control Team



Kevin Meehan oversees Trust Services. He is responsible for implementing service initiatives for Preferred members and agents. He develops and improves educational training programs, member service platforms, and member safety incentive programs. He is ultimately responsible for increasing member engagement to improve member loss experience and reduce out of pocket costs.



Pam Hancock leads the Loss Control team. She has been in the insurance industry for more than 25 years and has worked primarily with governmental entities during her career. She provides safety training, program/policy development, safety committee oversight, performs claims reviews, trending analysis and inspections. With an emphasis on education and a deep understanding of the claims process, Pam has become a valuable resource to Preferred members. Pam is a Certified ADA Coordinator.



Sarah Dodd is a Senior Loss Control Consultant with expertise in ergonomics, health and wellness, and workplace safety. She has over a decade of experience related to healthcare, insurance and public-sector organizations. Sarah brings a human-centered approach to risk mitigation and injury prevention and has master's degrees in sport and exercise science and safety management and the GSP, CHSP and CPSI credentials. Sarah has advised executive leaders on OSHA compliance, workplace violence prevention, emergency preparedness and system-wide safety initiatives. She is known for translating complex risk challenges into practical, people-first solutions that strengthen organizational resilience. Sarah is a member of the American Society of Safety Professionals (ASSP).



Michelle Fraleigh As a Senior Loss Control Consultant for the Panhandle and Central Florida region, Michelle brings a wealth of insurance and risk management experience, people skills and professional knowledge to the table. She's a seasoned risk management and safety professional with over 15 years of experience in public sector agencies and regulatory bodies. Most recently, Michelle served as Risk Manager for Nassau County, where she oversaw enterprise risk strategies, safety compliance and insurance administration for one of the fastest growing counties in FL. She holds a master's degree in executive leadership with a focus on Organizational Behavior and has a proven track record in designing and implementing risk mitigation and safety management programs. Michelle is known for her strategic approach, expertise in policy development, and commitment to protecting organizational assets and public well-being. She serves the Panhandle/Central Region members in Florida.



Lauren Quinto As a Preferred Loss Control Consultant, Lauren works directly with members to identify exposures, provide recommendations, and support the development of safety and risk management programs. She also acts as a liaison between members, underwriting, claims, and risk teams. Lauren serves Southwest Florida Region members in counties including Charlotte, Citrus, Collier, DeSoto, Glades, Hardee, Hendry, Hernando, Highlands, Hillsborough, Manatee, Lee, Okeechobee, Pasco, Pinellas, Polk and Sarasota. Lauren holds a Bachelor of Science degree in Business Administration and is an active member of the Tampa Bay PRIMA chapter.



Mike Stephens has been involved with Loss Control and Member Services since 2004. Mike has completed the OSHA 501 Trainer Course in Occupational Safety and Health Standards (General Industry) and has attained certification as a Safety Auditor. Mike's safety awareness and dedication to customer service are what make him an essential part of the Member Services and Loss Control team. Mike is the resources and services coordinator and support specialist for all Preferred members.

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Personalized Top-Tier Claims Service



450

Government Entities Served
by PGCS

20

Average Years of Teammate
Industry Experience

12

Average Years of Teammate
Tenure at PGCS

3

Decades of Claims Service

24/7

Claims Service



PGCS Leadership Team



Stacy Hargrove, Vice President of Liability Claims is responsible for the daily operations of the Liability Claims Department at PGCS. Stacy Hargrove has more than 33 years of experience handling all types of liability claims and subrogation matters. She has held various positions within the claims industry and has proactively handled a variety of liability claim types including auto accident, slip and fall, premises liability, employer liability, and subrogation recovery; all with client accolades for excellent customer service and knowledge. Stacy has extensive litigation management experience and works directly with defense counsel in defending litigated claims. She has also monitored several trials and has been successful in partnering with her legal team to achieve favorable defense verdicts as well as other positive resolutions. Stacy has a wealth of knowledge in the liability arena and is an integral and valued member of the PGCS team.



Cheryl Riley, Director of WC Claims is responsible for the overall direction and leadership of the PGCS workers' compensation claims unit. While at PGCS, Cheryl has steadily promoted and held the positions of Account Manager, Quality Assurance Manager and Workers' Compensation Claims Manager prior to her current position of Director of Workers' Compensation Claims. Cheryl's dedication to customer-centric solutions and focus on building strong 'partner' relationships has been successful for PGCS and its customers. Cheryl holds a Florida All Lines license, and has earned the designation of a Board Certified Workers' Compensation Litigation Claims Specialist.

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Innovative Solutions. Accurate Valuations.



In partnership with Centurisk, Preferred provides property appraisals **for all property locations at no cost to our members.** The field appraisals provide critical information on primary and secondary building characteristics, flood zones, and valuations. Field appraisals are conducted by Centurisk on a rolling five-year schedule, trending reports are available in the interim upon request. Once the appraisal is completed, members then have the choice to insure at appraised values to maintain blanket coverage. If a Member chooses to underinsure the property, the coverage agreement will be endorsed to “stated value”.



You receive exclusive access to the AMP platform, which offers an innovative approach for property tracking and valuation management. AMP provides dynamic reporting capabilities and features an intuitive design, which allows your team to get up and running in minutes. Vital property information is maintained in AMP, including a change history for each asset. Up-to-date property valuations and information are automatically imported into AMP and our experienced team offers personalized training to optimize your use of the system and reporting tools.



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Disaster Preparedness and Response

Preferred Priority is with you every step of the way

Preferred Priority is an enhanced disaster recovery service designed for Preferred members to streamline the disaster recovery process. This customized service starts with preparedness. Our loss control consultants work with members to develop and implement a customized disaster recovery plan that will stand up to the worst of disasters. In advance of a storm, resources like temporary buildings, generators and dry out equipment are deployed to member locations. Members have priority status during a disaster and have access to a 24/7 Emergency Response Center, immediate onsite evaluations of property, complete build and restoration services, FEMA closeout packets and direct payments to vendors. When disaster strikes Preferred Priority is there for you.



Preferred Priority is a member-centric emergency response partnership with BluSky Restoration, ensuring each member receives top-priority service without delays. This partnership is designed to provide immediate access to essential resources and expertise in times of crisis. BluSky Restoration's dedicated team is ready 24/7, including holidays and weekends, to deliver rapid and effective mitigation and property restoration services. Our agreement guarantees that every member benefits from a seamless, efficient response, helping them quickly return to normal operations with minimal disruption.



When a named storm is approaching, our field adjusters from Engle Martin are staged nearby with all contact and policy information for each member so that they can provide damage inspections immediately after a storm. Engle Martin uses cutting edge drone technology to identify damage mitigation opportunities that you may not have known existed. The EM adjusters also have access to prior appraisals and COPE data, which helps streamline and expedite the claims process. This real time response enables us to get advance claim payments in your hands **within days**.

To finalize your claim, we provide a claim resolution packet, which includes all documentation to support your claim in addition to FEMA closeout assistance.

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Liability Defense Panel



ACOSTA

301 Almeria Avenue, 1st Floor
Coral Gables, FL 33134
(305) 858-8880
www.acostalaw.org

ROPER, TOWNSEND, SUTPHEN

2707 E. Jefferson Street
Orlando, FL 32803
(407) 897-5150
www.roperpa.com

BRIONEZ & BRIONEZ, P.A.

322 W. Burleigh Blvd
Tavares, FL 32778
(352) 432-4044
www.bblawfl.com

CARR ALLISON

305 S. Gadsden St.
Tallahassee, FL 32301
(850) 222-2107

208 N. Laura Street
Suite 1100
Jacksonville, FL 32202
(904) 328-6456
www.carrallison.com

KELLEY KRONENBERG

(AL GL only)
1475 Centrepark Blvd,
Suite 275
West Palm Beach, FL 33401
(561) 684-5956
Tampa Jacksonville/ Fort
Lauderdale Locations
www.kelleykronenberg.com

QUINTAIROS, PRIETO, WOOD & BOYER, P.A.

4190 Belfort Rd, Suite 450
Jacksonville, FL 32216
Trinity, FL 34655
(904) 354-5500
www.qpwblaw.com

ROBERTS, REYNOLDS, BEDARD & TUZZIO, P.A.

470 Columbia Drive
West Palm Beach, FL 33409
(561) 688-6560
www.rrbpa.com

5237 Summerlin Commons Blvd.
Ft. Myers, FL 33907
(239) 275-2268
www.rrbpa.com

RUMBERGER KIRK

101 N. Monroe Street,
Suite 120
Tallahassee, FL 32301
(850) 222-6550
www.rumberger.com

300 S. Orange Avenue
Suite 1400
Orlando, FL 32801
(407) 872-7300
www.rumberger.com

LLOPIZ WIZEL

1451 W Cypress Creek Rd
Suite 300
Fort Lauderdale, FL 33309
(754) 312-7389
www.l-wfirm.com

UNICE, SALZMAN & JENSEN, P.A.

1815 Little Road
Trinity, FL 34655
(727) 723-3772
www.unicesalzman.com

WARNER LAW FIRM, P.A.

501 W 11th St.
Panama City, FL 32401
(850) 784-7772
timwarner@warnerlaw.us

WALTON, LANTAFF, SCHROEDER & CARSON LLP

931 Village Blvd, Suite 905
West Palm Beach, FL 33401
(561) 689-6700
www.waltonlantaff.com

WEISS, SEROTA, HELFMAN, COLE & BIERMAN

(By request only)
2525 Ponce De Leon Blvd,
Suite 700
Coral Gables, FL 33134
(305) 854-0800
www.wsh-law.com

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Workers' Compensation Defense Panel



BARBAS, NUNEZ, SANDERS, BUTLER & HOVSEPIAN

1802 W. Cleveland Street
Tampa, Florida 33606
(813) 279-2686

www.barbaslaw.com

ROPER, TOWNSEND, SUTPHEN

2707 E. Jefferson Street
Orlando, FL 32803
(407) 897-5150

www.roperpa.com

CHARTWELL LAW OFFICES, LLP

2984 Wellington Circle
Tallahassee, FL 32309
(850) 668-7900

833 Highland Avenue, Suite 202
Orlando, FL 32803
(407) 203-3600

www.chartwellllaw.com

COLE, STONE & STOUDEMIRE, P.A.

201 North Hogan Street #400
Jacksonville, FL 32202
(904) 352-9664

HERNANDEZ, HICKS & VALOIS

5800 N. Andrews Avenue
Ft. Lauderdale, Florida 33309
(954) 938-1920

dhernandez@hhdefense.com

KELLEY KRONENBERG

10245 Centurion Pkwy N. Suite 300
Jacksonville, FL 32256
(904) 549-7700

www.kellevkronenberg.com

PUBLIC ENTITY LEGAL SOLUTIONS

P.O. Box 958464
Lake Mary, FL 32795
(321) 832-1400

ghelm@pelsusa.com

www.bhq-law.com

WALTON, LANTAFF, SCHROEDER & CARSON LLP

931 Village Blvd, Suite 905
West Palm Beach, FL 33401
(561) 689-6700

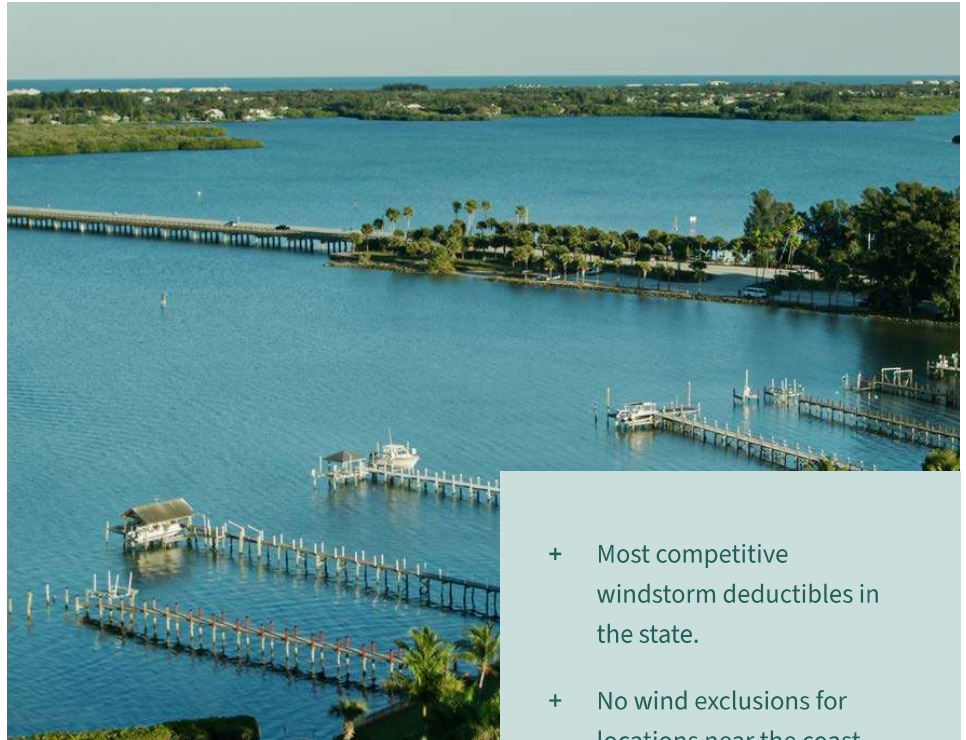
www.waltonlantaff.com

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Coverage Advantages

+ **SUPERIOR WINDSTORM COVERAGE:** While other risk pools exclude wharves, piers, docks, signs, antennas, and communication towers, our program provides wind coverage for these scheduled locations.

+ **PREFERRED PROPERTY PROGRAM** is a shared limit. The amount of limit purchased is determined annually. In responding to numerous windstorm events for more than 20 years, Preferred's losses have never exceeded the shared limit purchased.



- + \$100,000 of Non-Monetary coverage for Injunctive Relief, EEOC, Public Records and Inverse Condemnation allegations.
- + Professional Liability offered on either claims made or occurrence form.
- + Cyber Liability limits up to \$2,000,000 for both 1st and 3rd party claims.
- + Available Limits up to \$10,000,000 on all liability lines.
- + Public Officials and Employment Practices liability with no aggregate limit.
- + Defense costs are outside of the limit of liability, deductible does not apply to defense.
- + Deadly Weapon protection coverage free of charge. Crisis Response provided by CrisisRisk, a leading national response firm.
- + Unmanned Aircraft (Drone) Liability coverage of \$500,000.

- + Most competitive windstorm deductibles in the state.
- + No wind exclusions for locations near the coast.
- + No additional premium charged for a single location or total site locations acquired or newly constructed during the year with values less than \$15,000,000.
- + Property in the open (PITO) coverage is provided up to 1,000 feet of an existing location with no valuation restrictions.
- + Blanket Inland Marine Coverage for individual equipment valued less than \$25,000.

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Named Covered Party: Town of Ocean Ridge**Term:** 10/01/2026 to 10/01/2027**Coverage Provided by:** Preferred Governmental Insurance Trust**Quote Number:** PK FL1 0502017 26-17 01

Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

PRU is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through Preferred Governmental Insurance Trust (Preferred). Preferred is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. Preferred has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters of Florida Inc. (PRU), a company owned by Brown & Brown, Inc., to administer Preferred's operations. The administrative services provided by PRU to Preferred include:

Underwriting / Coverage review / Marketing / Policy Review / Accounting / Issuance of Preferred Coverage Agreements / Preferred Member Liaison / Risk Assessment and Control

Pursuant to its contract with Preferred, Public Risk Underwriters of Florida Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 9.75% of the Preferred premiums billed and collected.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of Preferred's insurance policies. The wholesale insurance broker may provide the following services to Preferred:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 5% and 10% of the premiums you pay to Preferred for your coverage.

Named Covered Party: Town of Ocean Ridge
Term: 10/01/2026 to 10/01/2027
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0502017 26-17 01

Property Coverage

<u>Coverage Description</u>	<u>Limit</u>	<u>Deductible</u>
Blanket Value Building & Contents Limit, per attached schedule	\$9,707,520	\$5,000 Per Occurrence - All other perils 5% Per Occurrence - Named Storm, subject to minimum of \$35,000
Boiler & Machinery	\$9,707,520	\$5,000 Per Occurrence

Schedule of Sublimits- These limits do not increase any other applicable limit of liability.

<u>Coverage Description</u>	<u>Limit</u>	<u>Deductible</u>
Flood Limit – Per Occurrence Excess of NFIP, whether purchased or not	\$4,000,000	\$5,000 Per Flood, except zones A,V excess of NFIP whether purchased or not
Earth Movement Limit – Per Occurrence	Not Included	N/A
Terrorism (Includes Inland Marine if applicable)	Not Included	N/A

Extensions of Coverage- These limits do not increase any other applicable limit of liability. Deductible per terms of the Coverage Agreement.

<u>Coverage Description</u>	<u>Limit</u>
Accounts Receivable	\$1,000,000
Additional Expense	\$1,000,000
Animals (annual aggregate limit)	\$40,000
Buildings Under Construction	If shown on Property Schedule
Business Income	\$1,000,000
Debris Removal- limit shown or 25% of loss, whichever is greater, per occ	\$500,000 or 25% of loss, whichever is greater, per occurrence
Demolition, Ordinance, and ICC	\$1,000,000
Duty to Defend	Included
Errors and Omissions	\$500,000
Expediting Expense	\$250,000
Fire Department Charges	\$50,000
Fungus Cleanup Expense (annual aggregate limit)	\$250,000
Golf Course Tees to Greens	\$1,000,000
Lawns, Plants, Trees and Shrubs	\$50,000
Leasehold Interest	\$0
New Locations	\$4,000,000
Personal Property of Employees	\$250,000
Pollution Cleanup Expense (annual aggregate limit)	\$250,000
Preservation of Property	\$500,000
Professional Fees	\$50,000
Property at Miscellaneous Unnamed Locations	\$250,000
Recertification	\$25,000
Service Interruption Coverage	\$250,000
Track and Fields	\$1,000,000
Transit	\$500,000
Vehicle Property Coverage	N/A

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Named Covered Party: Town of Ocean Ridge
Term: 10/01/2026 to 10/01/2027
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0502017 26-17 01

Inland Marine Coverage

<u>Coverage Description</u>	<u>Limit</u>	<u>Deductible</u>
Blanket Unscheduled Inland Marine (subject to \$25,000 any one item, excludes Watercraft)	\$1,000,000	Per attached schedule
Scheduled Inland Marine	\$353,688	Per attached schedule
Total All Inland Marine	\$1,353,688	Per attached schedule

Crime Coverage

<u>Coverage Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	\$100,000	\$1,000
Theft, Disappearance or Destruction	\$100,000	\$1,000
Computer Fraud including Funds Transfer Fraud	\$100,000	\$1,000
Employee Dishonesty, Including faithful performance, per loss	\$100,000	\$1,000

Deadly Weapon Protection (Claims Made)

<u>Coverage Description</u>	<u>Limit</u>	<u>Deductible</u>
Third Party Liability Coverage	\$1,000,000	\$0
Crisis Management Services	Included	
Counseling Services	\$250,000 sublimit	
Funeral Expenses	\$250,000 sublimit	
Retro Date: 10/01/2019		
Coverage Highlights: Broad definition of Deadly Weapon Event, 24 hour Crisis Response Team Services		
Claims expenses are inside the limit of liability. Automatic Extended Reporting Period is 90 days.		

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Named Covered Party: Town of Ocean Ridge
Term: 10/01/2026 to 10/01/2027
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0502017 26-17 01

Public Officials Liability Coverage (Occurrence)

Public Officials Liability Limit	Deductible	Retroactive Date
\$5,000,000 per claim	\$0	
Aggregate Limit: N/A		
Total Payroll: \$3,305,534		
Supplementary Payments: Pre-termination \$2,500 per employee/ \$5,000 annual aggregate		
Non Monetary: \$100,000 Aggregate		

Employment Practices Liability Coverage (Occurrence)

Employment Practices Liability Limit	Deductible	Retroactive Date
\$5,000,000 per claim	\$0	
Aggregate Limit: N/A		
#FT emp: 32	# PT Emp: 0	#Volunteers: 17

Cyber Liability (Claims Made)

Coverage Description	Limit	Deductible
Policy Limit	\$2,000,000 annual agg	Applies per below
Third Party Liability Coverage:		
• Privacy & Security Liability	\$2,000,000 each claim	\$25,000
• Media Content Services Liability	\$2,000,000 each claim	\$25,000
• PCI DSS	\$1,000,000 sublimit	\$25,000
First Party Liability Coverage:		
• Cyber Extortion & Ransomware	\$1,250,000 each claim	\$25,000
• Data Breach & Crisis Management	\$2,000,000 each claim	\$25,000
• Data Recovery	\$2,000,000 each claim	\$25,000
• Business Interruption/ Extra Expense	\$2,000,000 each claim	\$25,000 /Waiting Period:12 Hrs
• Cyber Crime	\$500,000 Agg - see form for sublimits	\$25,000
• Utility Fraud	\$500,000 Agg - see form for sublimits	\$25,000
• Bricking Coverage	\$1,000,000 sublimit	\$25,000
• System Failure- BI/EE	\$2,000,000 sublimit	\$25,000 /Waiting Period:12 Hrs
• Dependent Business Interruption	\$2,000,000 sublimit	\$25,000 /Waiting Period:12 Hrs
o BI/EE	Included in above sublimit	\$25,000 /Waiting Period:12 Hrs
o System Failure	\$2,000,000 sublimit	\$25,000 /Waiting Period:12 Hrs
Retroactive date: 10/01/2011		
Voluntary Notification endorsement is included, see coverage form for all limits and sublimits.		
Defense Costs are inside the limit of liability.		

Extended Reporting Periods POL/EPLI/Cyber (only applicable for claims made)

If the Trust terminates or does not renew this Coverage Agreement (other than for failure to pay a premium when due), or if the Public Entity terminates or does not renew this Coverage Agreement and does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the Public Entity shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this Coverage Agreement for at least one Extended Reporting Period as follows:

- A.** Automatic Extended Reporting Period - 60 days per PGIT MN 500 & PGIT MN 700 (Cyber form)
B. Optional Extended Reporting Period - 12 months at additional premium per PGIT MN 500 & PGIT MN 700 (Cyber Form)

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Named Covered Party: Town of Ocean Ridge
Term: 10/01/2026 to 10/01/2027
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0502017 26-17 01

General Liability Coverage (Occurrence Form)

<u>Coverage Description</u>	<u>Limit</u>
Bodily Injury and Property Damage Limit	\$5,000,000
Personal and Advertising Injury	Included
Products & Completed Operations Limit	Included
Employee Benefits Liability Limit, per person	\$5,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$2,500
Fire Damage	Included
Sewer Backup Damage Limit	\$10,000 per affected property; subject to \$200,000 aggregate
PGIT MN-203 Part B Limit (Bert Harris, Inverse Condemnation, Takings claims; See Form for specifics)	\$100,000
General Liability Deductible:	\$0
Rating Basis	
Ratable Payroll:	\$797,474

Unmanned Aircraft

Coverage is limited, see specimen form for policy details

<u>Coverage Description</u>	<u>Limit</u>	<u>Deductible</u>
Unmanned Aircraft	\$500,000 Per Occurrence \$500,000 Aggregate	\$0

Law Enforcement Liability Coverage (Occurrence Form)

<u>Coverage Description</u>	<u>Limit</u>	<u>Deductible</u>
Law Enforcement Liability	\$5,000,000 Per Person \$5,000,000 Per Occurrence	\$0
Rating Basis Full Time Officers: 19 Part Time Officers: Vol Officers:		

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Named Covered Party: Town of Ocean Ridge
Term: 10/01/2026 to 10/01/2027
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0502017 26-17 01

Excess Workers' Compensation Coverage	
Coverage Description	Limit
Self Insured Retention:	N/A
Part I Workers' Compensation Limit:	N/A
Part II Employers Liability Limit:	
Bodily Injury By Accident	N/A
Bodily Injury By Disease	N/A
Bodily Injury By Disease	N/A
Estimated Payroll- Police & Fire	N/A
Estimated Payroll- All other Employees	N/A

Stop Loss Aggregate		
Stop Loss Aggregate Limit:		
Applies to: (X)		
☐ Property	☐ General Liability	☐ Public Officials Liability
☐ Windstorm/ Hailstorm	☐ Law Enforcement Liability	☐ Employment Practices Liability
☐ Flood	☐ Auto Liability	☐ Excess Workers Compensation
☐ Inland Marine	☐ Auto Physical Damage	☐ Workers Compensation
☐ Crime	☐ Garagekeepers	

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Named Covered Party: Town of Ocean Ridge
Term: 10/01/2026 to 10/01/2027
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0502017 26-17 01

Automobile Coverage			
Coverage	Symbol	Limit	Deductible
Liability	1	\$5,000,000	\$0
Personal Injury Protection	5	Statutory	\$0
Added PIP	N/A	Not Included	N/A
Auto Medical Payments	N/A	N/A	N/A
Uninsured/ Underinsured Motorist	2	\$25,000	N/A
Physical Damage Comprehensive Coverage	2	Actual cash value or cost of repair, whichever is less, minus deductible. Hired Comprehensive limit: N/A	Per attached schedule Hired deductible: N/A
Physical Damage Collision Coverage	2	Actual cash value or cost of repair, whichever is less, minus deductible. Hired Collision limit: N/A	Per attached schedule Hired deductible: N/A
Garagekeepers Comprehensive Coverage	N/A	Actual cash value or cost of repair, whichever is less, minus deductible, for each covered auto per attached locations schedule, but no deductible applies to loss caused by fire or lightning.	N/A
Garagekeepers Collision Coverage	N/A	Actual cash value or cost of repair, whichever is less, minus deductible, for each covered auto per attached locations schedule.	N/A

Automobile Symbols	
1	Any "Auto"
2	Owned "Autos" only
3	Owned private passenger "Autos" only
4	Owned "Autos" other than private passenger "Autos" only
5	Owned "Autos" subject to No-Fault
6	Owned "Autos" subject to a Compulsory Uninsured Motorist Law
7	Scheduled "Autos" only
8	Hired "Autos" only
9	Non-owned "Autos" only
30	"Autos" left with you for service, repair, storage, or safekeeping.
* These are abbreviated descriptions. A full description of symbols is included in the coverage agreements	

Symbol 10 comp & collision: N/A

Symbol 10 liability: N/A

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Total Premium Due

\$268,456

Pay Term: 50% Down, 25% at 3mo, 25% at 6mo

IMPORTANT NOTE

Defense Costs- Outside of the limit, does not erode the limit for General Liability, Law Enforcement Liability, Public Officials Liability, and Employment Practices Liability.

Deductible does not apply to defense costs. Self Insured Retention does apply to defense cost.

QUOTATION TERMS & CONDITIONS INCLUDING BUT NOT LIMITED TO:

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages indicated on the application.
2. The Coverage Agreement shall be 25% minimum earned as of the first day of the "Coverage Period".
3. Premium is late if not paid within 30 days of due date, unless otherwise stated.
4. Deletion of any line of coverage presented, Package and/or Workers Compensation, may result in re-pricing of account.
5. The Preferred Property program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhausts the limit purchased by Preferred on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
6. Coverage is not bound until confirmation is received from an authorized representative of Public Risk Underwriters.

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Named Covered Party: Town of Ocean Ridge

Term: 10/01/2026 to 10/01/2027

Coverage Provided by: Preferred Governmental Insurance Trust

Quote Number: PK FL1 0502017 26-17 01

ADDITIONAL TERMS & CONDITIONS

- ☐ Initialed and signed Preferred Application within 30 days of effective date of coverage
- ☐ Receipt of signed Signature Page form within 30 days of effective date of coverage
- ☐ Receipt of signed UM form within 30 days of effective date of coverage
- ☐ Receipt of signed Participation agreement within 30 days of effective date of coverage
- ☐
- ☐ During the proposed Coverage Agreement period, we will not charge additional premium for a single location or total site locations acquired or newly constructed during the year with values less than \$15,000,000.
- ☐

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Named Covered Party: Town of Ocean Ridge
Term: 10/01/2026 to 10/01/2027
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0502017 26-17 01

PREMIUM BREAKDOWN	
Property	\$109,721
Inland Marine	\$2,746
Crime	\$942
General Liability (Includes Drone coverage if applicable)	\$25,737
Law Enforcement Liability	\$33,931
Public Officials and Employment Practices Liability	\$59,086
Cyber	\$5,824
Automobile Liability	\$22,327
Automobile Physical Damage	\$8,142
Garage Keepers	N/A
Excess Workers Compensation	N/A
Stop Loss Aggregate	N/A
Deadly Weapon	\$0
Grand Total	\$268,456
Commission	10.00%
Payment Terms	50% Down, 25% at 3mo, 25% at 6mo

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Named Covered Party: Town of Ocean Ridge

Term: 10/01/2026 to 10/01/2027

Coverage Provided by: Preferred Governmental Insurance Trust

Quote Number: PK FL1 0502017 26-17 01

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

☐

a. I hereby reject Uninsured Motorist coverage.

☒

b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:
\$25,000 each person (enter limit if applicable):
\$25,000 each accident.

☐

c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

ELECTION OF NON-STACKED COVERAGE

(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

☒

I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

Signature _____
Name _____

Title _____
Date _____

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Signature Page

I hereby confirm that the limits/coverages as shown here, corresponding with the Coverage Agreement, are correct:

X	Property TIV: \$9,707,520 Building and Contents Combined
X	Inland Marine Blanket Unscheduled IM: \$1,000,000 Scheduled Inland Marine: \$353,688 Total All Inland Marine: \$1,353,688
N/A	Property TRIA (Terrorism Risk Insurance Act) coverage
X	Crime
X	General Liability Ratable Payroll: \$797,474
X	Law Enforcement Liability Officers: 19
X	Professional Liability Employees: 49
X	Automobile 29 Units - Auto Liability 29 Units - Comprehensive 29 Units - Collision
N/A	Stop Loss Aggregate: Applies to: Not Included
N/A	Excess Workers' Compensation Payroll: Not Included
N/A	I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended October 1, 2004) and Amendment A (effective October 1, 2013).
N/A	I confirm having read and agreed to the terms as laid out in the attached Preferred Participation Agreement (which also requires a signature).

A signed copy of the following is also required where applicable: First Page of Preferred Application; Professional Liability Application; Uninsured Motorist Rejection/Election Form; SIR Signature Page.

Signature _____ Title _____
 Name _____ Date _____

Coverage is provided by Preferred Governmental Insurance Trust

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Agreement Period: 10/01/2026 through 10/01/2027
Named Covered Party: Town of Ocean Ridge
Quote #: PK FL1 0502017 26-17 01
Agency: Milton Carpenter Insurance Inc.

PROPERTY SCHEDULE

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
001	Garage & Breezeway	6450 North Ocean Blvd, Ocean Ridge, FL 33435	119 - JM	10/01/2026	10/01/2027	\$753,500	\$167,700
002	Town Hall	6450 North Ocean Blvd, Ocean Ridge, FL 33435	119 - JM	10/01/2026	10/01/2027	\$3,713,900	\$628,300
003	Parking Area Lights	6450 North Ocean Blvd, Ocean Ridge, FL 33435	243 - Electrical Equipment	10/01/2026	10/01/2027	\$102,190	\$0
004	Storage Trailer	6450 North Ocean Blvd, Ocean Ridge, FL 33435	191 - Mobile Office	10/01/2026	10/01/2027	\$7,310	\$13,820
005	125kw Generator	6450 North Ocean Blvd, Ocean Ridge, FL 33435	244 - Mechanical Equipment	10/01/2026	10/01/2027	\$145,600	\$0
006	Public Works Storage Building	6450 North Ocean Blvd, Ocean Ridge, FL 33435	119 - JM	10/01/2026	10/01/2027	\$74,300	\$0
007	Woolbright Pump Station	Midlane Road, Ocean Ridge, FL 33435	251 - Pump/Lift Station	10/01/2026	10/01/2027	\$1,921,700	\$0
008	Tropical Pump Station	5011 North Ocean Boulevard, Ocean Ridge, FL 33435	251 - Pump/Lift Station	10/01/2026	10/01/2027	\$1,921,700	\$0
009	Coconut Lane Pump Station	Coconut Lane, Ocean Ridge, FL 33435	251 - Pump/Lift Station	10/01/2026	10/01/2027	\$257,500	\$0
						Total	\$8,897,700
						TIV	\$9,707,520

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INLAND MARINE SCHEDULE

Item #	Description	Serial Number	Classification Code	Effective Date	Value	Deductible
				Term Date		
001	Unscheduled Items		Blanket Unscheduled	10/01/2026 10/01/2027	\$1,000,000	\$1,000
002	Computer Aided Dispatch	6130450MSG	Communication Equipment - ACV	10/01/2026 10/01/2027	\$88,304	\$2,500
003	2000 Thompson Pump	11353496	Contractor's / Mobile Equipment - ACV	10/01/2026 10/01/2027	\$18,194	\$1,000
004	MWI Pump		Contractor's / Mobile Equipment - ACV	10/01/2026 10/01/2027	\$46,000	\$1,000
005	230 KW Generator - Woolbright	1050826516 DFAB5737099	Emergency Services Portable Equipment - ACV	10/01/2026 10/01/2027	\$76,565	\$1,000
006	Generator	3038886 150REOZJF	Emergency Services Portable Equipment - ACV	10/01/2026 10/01/2027	\$62,625	\$1,000
007	2023 Lowe 1852 MT Aura boat with Mercury 40 HP motor	LWC02985A323	Other Inland Marine - ACV	10/01/2026 10/01/2027	\$12,000	\$1,000
008	911 System		Rented, Borrowed, Leased Equipment - ACV	10/01/2026 10/01/2027	\$50,000	\$1,000
Total					\$1,353,688	

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VEHICLE SCHEDULE

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
001	Polaris	Trailer	Police Dept	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$2,199
	2014	5WFBU1212EW041901	Trailer - NO CHARGE	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
002	Ford	F250 Super Duty	Public Works	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$28,500
	2015	1FT7X2B66FEC38406	Light Truck	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
003	Ford	F250 Super Duty	Public Works	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$41,563
	2021	1FD7X2B60MEC72091	Light Truck	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
004	Kawasaki	Utility	Public Works	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$10,881
	2021	JK1AFCM10MB534627	Extra Light Service	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value

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Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
005	Utility	Quality Cargo Trailers (QLCT)-TL	Public Works - 2103	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$7,469
	2022	50ZBE142XNN028887	Trailer	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
006	Utility	EMCT/VY	Police Dept - 2104	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$4,727
	2022	7F81E1213ND013539	Trailer - NO CHARGE	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
007	Ford	Explorer Police Interceptor Utility	Police Dept	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$44,235
	2022	1FM5K8AB0NGB59089	Police Car	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
008	Ford	Explorer Police Interceptor Utility	Police Dept	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$46,244
	2022	1FM5K8AB5NGB59489	Police Car	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value

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Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
009	Ford	Explorer Police Interceptor Utility	Police Dept	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$46,344
	2022	1FM5K8AB2NGB5868 6	Police Car	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
010	Ford	Explorer 4 x 2	Police Dept	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$26,503
	2022	1FMSK7BH7NGC1361 7	Police Car	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
011	Ford	Explorer Police Interceptor Utility	Police Dept	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$46,244
	2022	1FM5K8AB4NGB5802 6	Police Car	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
012	Toyota	RAV 4 Hybrid LE	Building Official	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$31,309
	2023	4T3LWRFV9PU089222	Light Truck	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value

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Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
013	Chevrolet	Chevy Silverado 2500	Public Works	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$57,184
	2023	1GC5YLE71PF235407	Medium Truck	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
014	Honda	Foreman 4 x 4	Police Dept	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$8,077
	2023	1HFTE4411P4900861	Extra Light Service	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
015	Ford	Mustang	Police Dept	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$51,849
	2023	3FMTK1R41PMA86361	Police Car	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
016	Ford	Mustang Mach 3	Police Dept	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$34,557
	2023	3FMTK4SE0PMA44834	Police Car	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value

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Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
017	Chevrolet	Tahoe	Police Dept	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$53,951
	2024	1GN5CLE9RR272687	Police Car	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
018	Chevrolet	Tahoe	Police Dept	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$52,876
	2025	1GNS5UED9SR208560	Police Car	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
019	Utility	CanAm side by side	Police Dept	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$15,361
	2025	3JBUCAP41SK002541	Extra Light Service	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
020	Big Tex	Trailer	Police Dept	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$2,597
	2025	16V1U1711T2451142	Trailer	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value

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Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
021	Utility	Whisper FF4	Police Dept	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$11,000
	2026	4M9WGC1E2TJ183378	Extra Light Service	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
022	Chevrolet	Tahoe	Police Dept - 2401	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$53,951
	2024	1GNSCLED9PR440860	Police Car	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
023	Chevrolet	Tahoe	Police Dept - 2402	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$53,951
	2024	1GNSCLEDXPR416972	Police Car	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
024	Other	Trailer - with water pump	Public Works	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$30,000
	2022	1M9MA021XNM961559	Trailer	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value

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Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
025	Other	Trailer - with water pump	Public Works	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$3,000
	2000	1T9BT1217YP634205	Trailer	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
026	Other	Radar Trailer	Police Dept	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$5,000
		CMXTBAK40053011053456	Trailer - NO CHARGE	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
027	Other	Continental Boat Trailer	Police Dept	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$4,000
	2022	1ZJBB1719NM140425	Trailer - NO CHARGE	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
028	Chevrolet	Tahoe	Police Dept - 2601	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$55,500
	2026	1GNS6UED7TR155615	Police Car	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value

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Agreement Period: 10/01/2026 through 10/01/2027
 Named Covered Party: Town of Ocean Ridge
 Quote #: PK FL1 0502017 26-17
 Agency: Milton Carpenter Insurance Inc.

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
030	Chevrolet	Tahoe	Police Dept - 2603	10/01/2026	\$1,000	10/01/2026	10/01/2027	\$55,000
	2026	1GNS5UED7TR299183	Police Car	10/01/2027	\$1,000	10/01/2026	10/01/2027	Actual Cash Value
TOTAL AUTO PHYSICAL DAMAGE VALUE:								\$884,072

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PARTICIPATION AGREEMENT

Application for Membership in the Preferred Governmental Insurance Trust

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Trust for continuing workers' compensation, liability, property and/or casualty coverage through membership in the Preferred Governmental

Insurance Trust, to become effective 12:01 a.m. 10/01/2026 (effective date of coverage agreement), and if accepted by the Fund's duly authorized representative, does hereby agree as follows:

- (a) To accept and be bound by the provisions of the Florida Workers' Compensation Act;
- (b) That, by this reference, the terms and provisions of the Amended Interlocal Agreement creating the Preferred Governmental Insurance Trust date October 1, 2004 are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Amended Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Amended Interlocal Agreement as provided therein;
- (c) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (d) To abide by the rules and regulations adopted by the Board of Trustees of the Fund;
- (e) That should either the Applicant or the Fund desire to cancel coverage, it will give not less than thirty (30) days prior written notice of cancellation;
- (f) That all information contained in the underwriting application provided to the Fund as a condition precedent to participation in the Fund is true, correct and accurate in all respects.

(Name of Local Governmental Entity)

Witness Signature

By: _____
Signature

Printed Name

Printed Name

Witness Signature

Title: _____

Printed Name

For Internal Use only

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE THE ____ DAY OF _____, 20__ SIGNED THIS ____ DAY OF _____, 20__ .

By: _____
Administrator/Trustee

**AMENDED INTERLOCAL AGREEMENT CREATING
THE
PREFERRED GOVERNMENTAL INSURANCE TRUST**

This Amended Interlocal Agreement, restating and modifying the Preferred Governmental Insurance Trust, is made and entered into effective October 1, 2004, by and among the Local Governmental Entities who have executed Participation Agreements (Application for Membership in the Preferred Governmental Insurance Trust) to become effective October 1, 2004, such Local Governmental Entities representing one hundred percent (100%) of the Governmental Entities participating in the Preferred Governmental Insurance Trust, together with such other Local Governmental Entities who hereafter become members of the Fund, for the purposes and subject to the conditions and restrictions, as hereinafter set forth.

WITNESSETH:

WHEREAS, Article VIII, Section 2, Florida Constitution, provides municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Section 125.01, Florida Statutes, provides that counties shall have the power to carry on county government and to exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, Section 166.021, Florida Statutes, provides in part that “...municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law.”; and

WHEREAS, Section 163.01, Florida Statutes, commonly known as the “Florida Interlocal Cooperation Act of 1969”, provides that Local Governmental Entities may enter into interlocal agreements in order to make the most efficient use of their powers by enabling them to cooperate with other Local Governmental Entities on a basis of mutual advantage, thereby providing services and facilities in a manner, and pursuant to forms of governmental organization, that will best accord with geographic, economic, population, and other factors influencing the needs and development of Local Communities; and

WHEREAS, Section 624.4622, Florida Statutes, provides that any two or more Local Governmental Entities may enter into an interlocal agreement for the purpose of securing the payment of benefits under Chapter 440, Florida Statutes, provided such local governmental self- insurance fund created thereby has an annual normal premium in excess of five million dollars (\$5,000,000.00), maintains a continuing program of excess insurance coverage, submits annual audited year-end financial statements, and has a governing body which is comprised entirely of local elected officials; and

WHEREAS, Section 768.28, Florida Statutes, provides that the state and its agencies and subdivisions are authorized to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage they may choose, or to have any combination thereof, in anticipation of any claim, judgment, and claims bill which they may be liable to pay pursuant to such section; and

WHEREAS, Section 111.072, Florida Statutes, authorizes any county, municipality, or political subdivision to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage it may choose, or to have any combination thereof in anticipation of any judgment or settlement which its officers, employees, or agents may be liable to pay pursuant to a civil or civil rights lawsuit described in s. 111.07, Florida Statutes; and

WHEREAS, Section 624.462, Florida Statutes, provides that a governmental self-insurance pool created pursuant to Section 768.28(16), Florida Statutes, shall not be considered a commercial self-insurance fund; and

WHEREAS, each of the participating Local Governmental Entities which are party to this Agreement, and all subsequent Local Governmental Entities which become party to this Agreement, are public agencies as defined in Section 163.01, Florida Statutes, and are authorized to enter into this Interlocal Agreement by executing a Participation Agreement; and

WHEREAS, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under Chapter 440, Florida Statutes; and

WHEREAS, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under risk management programs or liability insurance programs; and

WHEREAS, it is in the public interest, and in the best interest of the parties hereto, that they join together to establish a consolidated and comprehensive Fund for the payment of benefits under the Florida Workers' Compensation Law, payment of claims, judgments and claims bills which they may become liable to pay, payment of certain civil rights liabilities, payment of casualty and property losses, and the purchase of appropriate policies of insurance, excess insurance and reinsurance to provide protection against such claims and liabilities; and

WHEREAS, the governing authority of each of the Local Governmental Entities which are a party to this Agreement have duly authorized the execution and delivery of a Participation Agreement obligating such Governmental Entity to full performance of this Agreement; and

WHEREAS, it is the intent of this Agreement to allow participation by additional Local Governmental Entities in the self-insurance fund created hereby, pursuant to the terms and conditions of this Interlocal Agreement;

NOW, THEREFORE, by virtue of the execution and delivery of a Participation Agreement, the parties hereto do hereby covenant and agree as follows

SECTION I

INCORPORATION OF RECITALS

The foregoing WHEREAS clauses are incorporated in, and made a part of, this Amended Interlocal Agreement.

SECTION II

DEFINITIONS

The following definitions shall apply to the provisions of this Amended Interlocal Agreement:

- 2.1** **ADMINISTRATOR.** An individual, partnership or corporation engaged by the Fund to carry out the policies of the Fund and provide the day-to-day executive management and oversight of the Fund's operations, including, but not limited to, administration, marketing, underwriting, quoting, issuance, maintenance and auditing of coverage terms, coordinating other third party service providers retained by the Fund and ensuring that the policies and decisions of the Board of Trustees are implemented.

- 2.2 CLAIMS MANAGEMENT.** “Claims Management” shall mean the process of identifying, receiving, handling, adjusting, reserving, resolving and planning for the funding of eligible claims made by or against any Member of the Trust and any other necessary risk management operations.
- 2.3 CONTRIBUTION(S).** “Contribution(s)” shall mean any premium charge or other consideration imposed or collected by, or on behalf of the Trust, from its Members based on criteria adopted from time to time by the Board of Trustees. Contributions may be determined and set with respect to all Members, any individual Member or otherwise. The terms “Contribution(s)”, “Premium(s)” and “Premium Contribution(s)” are used interchangeably and synonymously throughout this Agreement.
- 2.4 COVERAGE TERMS.** “Coverage Terms” or “Coverage Agreements” shall mean the terms and conditions of certificates of insurance, policies of insurance, endorsements to policies of insurance, excess insurance policies and reinsurance policies which are provided to Fund Members from time to time which comprehensively set forth the insurance coverages provided to the Fund Members, as may be modified or altered from time to time with respect to all Members, any individual Member, or otherwise, within the applicable notice and procedural requirements of law, or in any other rules and regulations adopted by the Board of Trustees.
- 2.5 FUND.** “Fund” shall mean the group self-insurer’s fund or trust fund which is hereby created for the purposes set forth herein, known as the Preferred Governmental Insurance Trust. The terms “Fund”, “Trust” and “Trust Fund” are used interchangeably and synonymously throughout this Agreement.
- 2.6 LOCAL GOVERNMENTAL ENTITY OR ENTITIES.** “Local Governmental Entity or Entities” shall mean any “public agency” as defined by Section 163.01(3)(b), Florida Statutes.
- 2.7 MEMBER.** “Member” shall mean a Local Governmental Entity which has duly executed a Participation Agreement and otherwise has complied with all provisions of this Agreement, and which thereafter is entitled to all the rights and benefits conferred by, and subject to all conditions and obligations imposed by, this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees.
- 2.8 NON-COMPLIANCE.** “Non-Compliance” shall mean the failure to comply with the terms of this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees, but only to the extent that such Non-Compliance is deemed material by, and within the sole discretion of, the Board of Trustees.

- 2.9** **PARTICIPATION AGREEMENT.** “Participation Agreement” shall mean the application for membership in the Preferred Governmental Insurance Trust pursuant to which an applying member agrees to be bound by the provisions of the Florida Workers’ Compensation Act, this Amended Interlocal Agreement, the rules and regulations adopted by the Board of Trustees of the Fund, and when accepted by the Board of Trustees or their duly authorized representative, becomes a part of the Interlocal Agreement between the applying member and the Fund.
- 2.10** **PREMIUM(S).** “Premium(s)” shall mean “Contribution(s)”.
- 2.11** **PREMIUM CONTRIBUTION(S).** “Premium Contribution(s)” shall mean Contribution(s).
- 2.12** **THIRD-PARTY CLAIMS MANAGER.** “Third-Party Claims Manager” shall mean an individual or organization providing claims management services to the Fund.
- 2.13** **TRUST.** “Trust” shall mean the “Fund”.
- 2.14** **TRUSTEES.** “Trustees” or “Board of Trustees” shall mean the collegial body charged with the operation and administration of the Fund pursuant to the provisions of this Agreement.
- 2.15** **TRUST FUND.** “Trust Fund” shall mean the “Fund”.

SECTION III
ESTABLISHMENT OF “PREFERRED
GOVERNMENTAL INSURANCE TRUST”
AS A SELF-INSURED FUND

- 3.1** **ESTABLISHMENT.** The Preferred Governmental Insurance Trust is hereby established and created pursuant to the provisions of Article VIII, Section 2, of the Florida Constitution, Sections 125.01, 163.01, 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, for the purposes, and with the powers, duties and obligations, as herein set forth.
- 3.2** **LOCATION.** The location of the principal office of the Trust shall be determined from time to time by the Board of Trustees.
- 3.3** **PURPOSES.** This Amended Interlocal Agreement is made and executed, and the Fund created hereby is established for the purposes of:
- (a) Pooling Member’s resources to fulfill Members’ legal liabilities and obligations, including, but not limited to, providing for the payment of benefits under the Florida Workers’ Compensation Law;

- (b) To minimize the cost of providing workers' compensation coverage by developing and refining specialized claim services, by developing and refining, internally or through third party service providers, a managed care system, together with the development and refining of loss prevention programs for the Members;
- (c) To pay or provide for general liability and casualty coverage to participating Members, including, but not limited to, public officials errors and omissions, employment practices liability and law enforcement liability claims;
- (d) To pay or provide for property coverage to participating Members;
- (e) To pay for or provide to its participating Members coverage in anticipation of any judgment or settlement resulting from a civil rights action arising under federal law;
- (f) To pay for or provide to participating Members coverage in anticipation of any claims bill passed by the Legislature;
- (g) To pay for or provide to participating Members coverage for any other risk authorized under Florida law to be self-insured;
- (h) To pay for or provide to participating Members all or a part of such coverages.

This Agreement is not intended to create a partnership or other legal entity whereby one Member assumes the obligations of another Member, or the obligations of the Fund in general.

3.4 NON-ASSESSABILITY. Should a deficit develop in the Trust, after excess reinsurance recoveries, whereby claims or other expenses cannot be paid, each individual Member shall assume liability for the costs of claims brought against that Member as if such Member were individually self-insured. Each individual Member shall thereafter be responsible for its individual costs including, but not limited to, claims administration without an obligation to, or a right of contribution from, other Members.

3.5 POWERS. The Trust shall have all the rights, powers, duties and privileges as set forth in Article VIII, Section 2 of the Florida Constitution, and Sections 163.01, et seq., 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, and any other applicable Florida Statutes, which are necessary to accomplish the purposes described in Section 3.3, including but not limited to the following:

- (a) Securing the payment of benefits under Chapter 440, Florida Statutes.

- (b) Collecting premiums from Members for the purpose of paying for or providing casualty, property, and liability coverage, and securing the payment of claims associated therewith.
- (c) Paying for or providing coverage for any other risk authorized under Florida law to be self-insured.
- (d) Paying for or providing all or a part of such coverages.
- (e) To make, enter into, and arrange for insurance, reinsurance, excess insurance, catastrophic insurance, stop-loss insurance, or any other coverage as the Fund shall deem necessary and appropriate, without such purchase being deemed a waiver of sovereign immunity.
- (f) To pay, or approve the payment of, any expenses and fees associated with the operation of the Fund.
- (g) To indemnify and hold harmless any Trustee, officer of the Fund, or any person acting on behalf of the Fund, to the fullest extent such indemnification is permitted by law, against (1) reasonable expenses actually and necessarily incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, administrative or civil investigative, including any action, suit or proceeding by or on behalf of the Fund, seeking to hold said person liable by reason of the fact that he or she was acting in such capacity, and (2) reasonable payments made by him or her in satisfaction of any judgment, monetary decree or settlement for which he or she may have become liable in any such action, suit or proceeding by reason of the fact that he or she was acting in such capacity. This indemnification is not intended to, and does not, waive any immunities provided to Members of the Fund, Trustees serving in their capacity as Trustees to the Fund, or to officers or employees of the Fund, by virtue of the laws of the state of Florida, but is merely in addition to such rights, privileges and immunities. (Ref. 624.489 and 768.28, FS).

SECTION IV

ADMINISTRATION OF FUND

- 4.1 MEETINGS.** The Board of Trustees shall meet at such time and in such location as may be acceptable to a majority of the Board of Trustees. The Chairman of the Board of Trustees or his designee shall set the date, time and location of each meeting, and notice thereof shall be furnished to each Trustee by the Chairman or his designee not less than ten (10) days prior to the date of such meeting.

Such notice shall specify the date, time and location of such meeting and may specify the purpose thereof, and any action proposed to be taken there at. Such notice shall be directed to each Trustee by mail to the address of such Trustee as is recorded in the office or offices of the Fund. In no event shall the Board of Trustees meet less than quarterly.

The Chairman of the Board or any three (3) Trustees may call a special meeting and direct the Administrator to send the prerequisite notice for any special meeting of the Board of Trustees. Special meetings of the Board of Trustees may be held at any time and place without notice, or with less than the prerequisite notice, provided all Trustees execute a waiver of notice and consent to said meeting.

For purposes of a duly called meeting of the Board of Trustees, a quorum shall exist if a majority of the members of the Board of Trustees are present. The Administrator shall keep minutes of all meetings, proceedings and acts of the Board of Trustees, but such minutes need not be verbatim. Copies of all minutes of the Board of Trustees shall be sent by the Administrator to all Trustees.

4.2 VOTING. All actions by, and decisions of, the Board of Trustees shall be by vote of a majority of the Trustees attending a duly called meeting of the Board of Trustees at which a quorum is present; however, in the event of a duly called special meeting, all actions by, and decisions of, the Board of Trustees may be by vote of a majority of the Trustees present and attending such special meeting if a proper waiver of notice and consent was obtained as provided herein.

4.3 OFFICE OF THE FUND. The Board of Trustees shall establish, maintain and provide adequate funding for an office or offices for the administration of the Fund. The address of such office or offices shall be made known to the units of local governments eligible to participate in, or participating in, the Fund. The books and records pertaining to the Fund and its administration shall be kept and maintained at the office or offices of the Fund.

4.4 EXECUTION OF DOCUMENTS. A certificate, document, or other instrument signed by the Chairman or the Administrator of the Fund shall be evidence of the action of the Board of Trustees and any such certificate, document, or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all acts and matters stated therein shall conclusively be presumed to be true.

- 4.5** **APPOINTMENT OF ADMINISTRATOR.** The trustees shall designate and provide compensation for an Administrator to administer the affairs of the Fund. Any Administrator so designated shall furnish the board of Trustees with a fidelity bond with the Trustees as named obligee. The amount of such bond shall be determined by the Trustees and the evidence thereof shall be available to all units of government eligible to participate, or participating in, the Fund.
- 4.6** **COMPENSATION AND REIMBURSEMENT OF TRUSTEES.** The Board of Trustees may from time to time establish a reasonable amount of compensation to cover attendance at a duly called meeting by the Board of Trustees, or to cover the performance of the normal duties of a Trustee. Such compensation shall include reimbursement for reasonable and necessary expenses incurred therewith.

SECTION V
NUMBER, QUALIFICATION, TERM OF OFFICE
AND POWER AND DUTIES OF TRUSTEES

- 5.1** **NUMBER AND QUALIFICATION OF TRUSTEES.** The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Each Trustee shall be an elected official of a Member. No two (2) Trustees may be elected officials from the same Member. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as an elected official of the Member, whichever shall first occur. A Trustee may serve successive four (4) year terms provided such Trustee continues to remain an elected official of a Member. Each and every Trustee named, and each successor Trustee, shall acknowledge and consent to their election as a Trustee by giving written notice of acceptance of such appointment to the chairman, or acting chairman of the Board of Trustees.
- 5.2** **RESIGNATION AND REMOVAL OF A TRUSTEE.** A Trustee may resign and become and remain fully discharged from all further duties or responsibilities hereunder, by giving at least sixty (60) days prior written notice sent by certified mail, overnight delivery or other appropriate method of delivery to the chairman or acting chairman of the Board of Trustees. Such notice shall state the date said resignation shall take effect, and such resignation shall take effect on the date designated unless a successor Trustee has been elected at an earlier date as herein provided, in which event resignation shall take

effect immediately upon the election of such successor Trustee. Additionally, oral notice of resignation may be given at any duly convened meeting of the Trustees, which said oral notice of resignation shall be incorporated, and made a part of, the minutes of such duly convened meeting. A Trustee may be removed by a majority vote of the Board of Trustees or by a majority vote of the Members. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the chairman or the secretary of the Trustees at the principal office of the Trust any and all records, books, documents or other property in such Trustees possession, or under such Trustees control, which belongs to the Trust.

5.3 ELECTION OF SUCCESSOR TRUSTEES. Successor Trustees shall be elected by a majority vote of the Board of Trustees. Nominations for the election of Trustees may be made by the Board of Trustees or by any Member of the Fund.

5.4 TRUSTEE TITLE. In the event of death, resignation, refusal or inability to act by any one or more of the Trustees, the remaining Trustees shall have all the powers, rights, estates and interests of this Trust and shall be charged with its duties and responsibilities; provided, however, that in such case(s), no action may be taken unless it is concurred in by a majority of the remaining Trustees.

5.5 TRUSTEE OFFICERS. The Trustees shall elect from among themselves a chairman, vice-chairman and secretary of the Board of Trustees. Such officers shall be elected annually at the end of the fiscal year of the Trust, and may succeed themselves.

5.6 POWER AND AUTHORITY. The Board of Trustees shall be charged with the duty of the general supervision and operation of the Fund, and shall conduct the business activities of the Fund in accordance with this Agreement, its by-laws, rules and regulations and applicable federal and state statutes and rules and regulations. In connection therewith, the Board of Trustees may exercise the following authority and powers:

(a) To collect premiums from participating Members in an amount individually agreed to by the Fund and said Members for the purpose of paying for or providing the coverages provided in this Agreement to participating Members.

(b) To pay for or provide such excess insurance or reinsurance coverage as is necessary to accomplish the purpose of the Fund.

- (c) To borrow funds, issue bonds and other certificates of indebtedness, and arrange for lines or letters of credit to assist in providing the coverages provided in this Agreement to participating Members.
- (d) To pay for or provide appropriate liability and other types of insurance to cover the acts of the Board of Trustees of the Fund.
- (e) To contract with appropriate professional service providers to meet the purposes of the Fund, and to expend funds for the reasonable operating and administrative expenses of the Fund, including but not limited to, all reasonable and necessary expenses which may be incurred in connection with the establishment of the Fund, in connection with the employment of such administrative, legal, accounting, and other expert or clerical assistance to the Fund, and in connection with the leasing and purchase of such premise, material, supplies and equipment as the Board, in its discretion, may deem necessary for or appropriate to the performance of its duties, or the duties of the Administrator or the other agents or employees of the Fund.
- (f) To pay claims the Fund becomes legally obliged to pay pursuant to the Coverage Agreements entered into by and between the Fund and participating Members.
- (g) To establish and accumulate as part of the Fund adequate reserves to carry out the purposes of the Fund.
- (h) To pay premiums on, and to otherwise secure or provide, insurance products that are ancillary to the coverages authorized by this Agreement.
- (i) To invest and reinvest funds that may come into the possession of the Fund.
- (j) To assume the assets and liabilities of the Fund.
- (k) To take such actions and expend such funds as are reasonably necessary to facilitate the cessation of the business of the Fund.
- (l) To exercise such powers that are authorized to be exercised by trustees under and pursuant to the laws of Florida.
- (m) To take such other action and expend such funds as are reasonably necessary to accomplish the purposes of the Fund.

5.7 APPROVAL OF MEMBERS. The Board of Trustees, after the inception of the Fund, shall receive applications for membership from prospective new participants in the Fund and shall approve applications for membership in accordance with the terms of this Agreement, any Participation Agreement, applicable federal and state statutes and rules and regulations, and the rules and regulations established by the Board of Trustees for the admission of new members into the Fund; provided, however, no prospective member may

participate in the Fund unless such prospective member is a public agency of the state. As used herein, the phrase “public agency” includes, but is not limited to, the state, its agencies, counties, municipalities, special districts, school districts, and other governmental entities; the independent establishments and constitutional officers of the state, counties, municipalities, school districts, special districts, and other governmental entities; and corporations primarily acting as instrumentalities or agencies of the state, counties, municipalities, special districts, school districts, and other governmental entities. The Board of Trustees shall be the sole judge of whether or not an applicant for membership shall be eligible to participate in the Fund; provided, however, the Board of Trustees may delegate the functions associated with approval of Members to the Administrator.

- 5.8 REPORTING.** The Board of Trustees shall be responsible for and shall cause to be prepared and filed such annual or other periodic audits, reports and disclosures as may be required from time to time pursuant to applicable federal and state statutes and rules and regulations, including, but not limited to, periodic payroll audits, periodic summary loss reports, periodic statements of financial condition, certified audits, appropriate applications filed by prospective new members, reports as to financial standings, payroll records, reports relating to coverage, experience, loss and compensation payments, summary loss data statements, periodic status reports, and any other such reports as may be required from time to time to accomplish the purpose of the Fund or to satisfy the requirements of appropriate governmental entities.
- 5.9 TRUSTEES’ LIABILITY.** The Trustees and their agents and employees shall not be liable for any act of omission or commission taken pursuant to this Agreement unless such act constitutes a willful breach of fiduciary duties nor shall any Trustee be liable for any act of omission or commission by any other Trustee or by any employee or agent of the Fund. The Fund hereby agrees to save, hold harmless and indemnify the Trustees and their agents and employees for any loss, damage or expense incurred by said persons or entities while acting in their official capacity on behalf of the Fund, unless such action constitutes a willful breach of fiduciary duties.
- 5.10 RELIANCE ON COUNSEL’S OPINION.** The Board of Trustees may employ and consult with legal counsel concerning any questions which may arise with reference to the duties and powers of the Board of Trustees or with reference to any other matter pertaining to this Agreement or the Fund created thereby; and the opinion of such counsel shall be full and complete authorization and protection from liability arising out of or in respect to any action taken or

suffered by the Board of Trustees or an individual Trustee acting hereunder in good faith and in accordance with the opinion of such counsel.

- 5.11 BY-LAWS, RULES AND REGULATIONS.** The Board of Trustees may adopt and enforce such by-laws, rules and regulations as between the Members of the Fund and the Fund governing the operation of the Fund as are consistent with the terms of this Agreement and as are reasonably necessary to accomplish the purposes of the Fund.

SECTION VI

POWERS AND DUTIES OF THE ADMINISTRATOR

- 6.1 RESPONSIBILITIES.** The Administrator shall have the power and authority to implement the directives of the Board of Trustees and the policy matters set forth by the Board of Trustees as they relate to the on-going operation and supervision of the Fund, the by-laws, rules and regulations established by the Board of Trustees, the provisions of this Agreement, and applicable federal and state statutes, rules and regulations. The powers, duties and responsibilities of the Administrator retained by the Board of Trustees shall be set forth in an Administrative Agreement executed between the Board of Trustees and the Administrator.
- 6.2 CONTRIBUTIONS.** The Administrator shall deposit into the account or accounts designated by the Board of Trustees, at the financial institution or institutions designated by the Board of Trustees, all contributions as and when collected from the Members and said monies shall be disbursed only in the manner provided by this Agreement, the Coverage Agreements, the rules, regulations and by-laws of the Board of Trustees, and the Agreement entered into by and between the Board of Trustees and the Administrator.

SECTION VII

MEMBERS

- 7.1 MEMBERSHIP CANCELLATION, SUSPENSION OR EXPULSION.** The Board of Trustees shall be the sole judge of whether membership in the Fund may be cancelled, or whether a member may be suspended or expelled from the Fund; provided, however, the Board of Trustees may delegate the functions associated with cancellation, suspension or expulsion of a Member to the Administrator. Written notice of any such cancellation, suspension or expulsion shall be provided by the Fund to the member no less than thirty

(30) days prior to the effective date of such cancellation, suspension or expulsion, and no liability under this Agreement or any other agreement, certificate, document, or other instrument executed by the Fund and the member pursuant to this Agreement, shall accrue to the Fund following the effective date of such cancellation, suspensions or expulsion. The minimal notice provisions of this paragraph shall not apply in the event a member fails to make the requisite contributions for coverages under this Agreement when such contributions are due.

- 7.2** **RESPONSIBILITIES OF MEMBERS.** By execution of a Participation Agreement agreeing to be bound by the terms and conditions of this Amended Interlocal Agreement, each Member agrees to abide by the following rules and regulations:
- (a) The Trustees have the sole responsibility to govern and direct the affairs of the Fund pursuant to this Agreement.
 - (b) Any Member who formally applies for Membership in this Fund, and who is accepted by the Board of Trustees, shall thereupon become a party to this Amended Interlocal Agreement and shall be bound by all of the terms and conditions contained herein. The Participation Agreement shall constitute a counterpart of this Amended Interlocal Agreement, and this Amended Interlocal Agreement shall constitute a counterpart of the Participation Agreement.
 - (c) To maintain a reasonable loss prevention program in order to provide the maximum in safety and lawful practices as such may relate to the potential liability assumed by the Fund under this Agreement or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.
 - (d) To comply with the conditions of the Florida Workers' Compensation Law.
 - (e) To provide immediate notification in the event an accident or incident occurs which is likely to give rise to a claim within the scope of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.
 - (f) To promptly make all contributions for coverages arising under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement, at the time and in the manner directed by the Board of Trustees.

Said contributions may be reduced by any discount, participation credit, or other contribution reduction program established by the Board of Trustees.

(g) In the event of the payment of any loss by the Fund on behalf of the Member, the Fund shall be subrogated to the extent of such payment to all the rights of the Member against any party or other entity legally responsible for damages resulting from said loss, and in such event, the Member hereby agrees, on behalf of itself, its officers, employees and agents, to execute and deliver such instruments and papers as is required, and do whatever else is reasonably necessary, to secure such right to the Fund, and to cooperate with and otherwise assist the Fund as may be necessary to effect any recovery sought by the Fund pursuant to such subrogated rights.

(h) The Board of Trustees, its Administrator, and any of their agents, servants, employees or attorneys, shall be permitted at all reasonable times and upon reasonable notice to inspect the property, work places, plants, works, machinery and appliance covered pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and shall be permitted at all reasonable times while the Member participates in the Fund, and up to and including two (2) years following the termination of its membership in the Fund, to examine the Members' books, vouchers, contracts, documents and records of any and every kind which show or tend to show or verify any loss that may be paid or may have been paid by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, or which show or verify the accuracy of any contribution which is paid or payable by the Member pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(i) The Fund is to defend in the name and on behalf of the Member any claims, suits or other legal proceedings which may at any time be instituted against the Member on account of bodily injury liability, property damage, property damage liability, errors and omissions liability or any other such liability, monetary or otherwise, to the extent such defense and liability has been assumed by the Fund pursuant to his Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, subject to any and all of the definitions, terms, conditions and exclusion contained in said

agreements, or any other agreement, certificate, document, or other instruments, although such claims, suits, allegations or demands are wholly groundless, false, fraudulent, and to pay all costs taxed against the Member in any such legal proceedings defended by the Fund or the Member, all interest, if any, legally accruing before and after entry of judgment in such proceedings, and all expense incurred in the investigation, negotiation or defense of such claims, suits, allegations or demands. Such defense shall be subject to the control of the Fund and its Administrator, which may make such investigations and settlement of any such claim, suit, or other legal proceeding, monetary or otherwise, as they deem expedient. The Member agrees to cooperate fully with the Fund, its administrator and their agents, with respect to the investigation, adjustment, litigation, settlement and defense of any claim, suit, or other legal proceeding, monetary or otherwise, which would be covered by the terms of this Agreement and/or any policies of insurance, excess insurance or re-insurance which have been purchased to provide protection against such claims and liabilities. The Member acknowledges that failure to cooperate fully in the investigation, defense or litigation of such claims, suits, or liabilities may constitute grounds for denial of coverage pursuant to this Agreement and/or the applicable policies of insurance.

(j) The liability of the Fund is specifically limited to the discharge of the liability of its Members assumed pursuant to this Agreement or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement; the coverage of the Fund does not apply to punitive or exemplary damages.

(k) Unless the Fund and the Member otherwise expressly agree in writing, coverage by the Fund for a Member under the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire automatically on the last day of September of each calendar year, and no liability under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall accrue to the Fund beyond such expiration date unless such Member renews its coverage.

(l) Except as otherwise provided herein, a Member's coverage may be cancelled by the Fund or the Member at any time upon no less than thirty (30) days prior written notice by the Board of Trustees or Administrator to

the Member, or by the Member to the Board of Trustees. The notice shall state the date such cancellation shall become effective.

(m) Excess monies remaining after the payment of claims and claims expenses, and after provision has been made for the payment of open claims and outstanding reserves, may be distributed by the Board of Trustees to the Members participating in the Fund in such manner as the Board of Trustees shall deem to be equitable.

(n) There will be no disbursements out of the reserve fund established by the Fund by way of dividends or distributions of accumulated reserves to Members until after provision has been made for all obligations against the Fund and except at the discretion of the Board of Trustees.

(o) Qualified service providers, including attorneys selected by the Fund, shall defend, investigate, settle and otherwise process and dispose of all claims, suits, allegations or demands that may result in liability assumed by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(p) The Member, through the Board of Trustees, does hereby appoint the Administrator as its agent and attorney-in-fact, to act on its behalf and to execute all necessary contracts, reports, waivers, agreements, excess insurance contracts, service contracts, and other documents reasonably necessary to accomplish the purposes and to fulfill the responsibilities of the Fund; to make or arrange for the payment of claims, claims expenses, and all other matters required or necessary insofar as they affect the matters covered pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and the rules and regulations now or hereafter promulgated by the Board of Trustees.

(q) To make prompt payment of all contributions and penalties as required by the Board of Trustees, said contributions or penalties to be determined by the Board of Trustees. Any disputes concerning contributions or penalties shall be resolved after the payment of said contributions or penalties.

(r) To pay reasonable penalties as determined by the Board of Trustees for late payment of contributions required under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(s) Coverage by the Fund under the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire and be cancelled, upon no less than ten (10) days prior written notice from the Fund to the Member, for nonpayment of contributions.

(t) To abide by all the terms and conditions of this Agreement, the Participation Agreement, the Fund's by-laws, the rules and regulations, the terms of any coverage document issued by the Fund to the Member, and any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(u) Each Member voluntarily transfers to the Trust any rights and privileges such Member enjoys under the laws of the State of Florida, including Sections 163.01, and 768.28, Florida Statutes, and specifically those statutory provisions pertaining to such Member's sovereign immunity and the applicable limitations of the Member's liability to \$100,000.00 per individual claim, and to \$200,000.00 for multiple claims, arising out of the same transaction. The purchase of insurance or indemnity hereunder shall not be deemed or be construed as a waiver of sovereign immunity by the Members.

SECTION VIII

ACCOUNTING

True and complete accounts shall be kept of all transactions and of all assets and liabilities of the Trust. The accounts of the Trust shall be audited annually by a firm of independent certified public accountants, which shall be selected by the Board of Trustees.

SECTION IX

DURATION

This Agreement shall continue in full force and effect until it is terminated by the mutual consent of all the Members; provided, however, that this Section IX shall not be construed to preclude the termination and winding up of the Trust within the discretion of the Board of Trustees, or the amendment of this Agreement pursuant to Section X.

SECTION X
AMENDMENT

This Agreement may be amended upon the written consent of the Members of the Fund. Execution of a Participation Agreement or renewal of coverages provided by the Fund shall constitute such written consent.

SECTION XI
STATUTES, RULES AND REGULATIONS

The Trust shall at all times act in accordance with the provisions of statutes, rules and regulations of the State of Florida.

SECTION XII
MISCELLANEOUS PROVISIONS

- 12.1 PROHIBITION AGAINST ASSIGNMENT.** No Member may assign any right, claim, or interest it may have under this Agreement, or any coverage term, and no creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, funds, or assets of the Trust except as specifically may be agreed to by the Trust.
- 12.2 APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the statutes, rules and regulations of the State of Florida, and all questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the State of Florida.
- 12.3 ENFORCEMENT.** The Trust and its Members shall have the power to enforce this Agreement by action brought in any court of appropriate jurisdiction within the State of Florida.
- 12.4 SEVERABILITY.** If any term or provision of this Agreement, or the application of such term or provision to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be effected, and each term or provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
- 12.5 CONSTRUCTION.** Whenever any words are used in this Agreement in the masculine gender, they shall be construed as thought they were also used in the feminine or neutral gender in all situations where they would so apply.

Whenever any words are used in this Agreement in the singular, they shall be construed as though they were also used in the plural from in all situations where they would so apply. Whenever any words are used in this Agreement in the plural form, they shall be construed as they thought were used in the singular form in all situations where they would so apply.

- 12.6 FISCAL YEAR.** The Fund shall operate on a fiscal year from 12:01 a.m., October 1, to midnight the last day of September of the succeeding year. Application for membership, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless cancelled by the Board of Trustees or the participating Member in the manner herein provided.

By execution of the attached Participation Agreement or renewal of coverages provided by the Fund, and upon acceptance by the Board of Trustees, or their designated agent, the Member agrees to be fully bound by the terms and conditions of the Amended Interlocal Agreement, effective October 1, 2004, and thereafter.

**AMENDMENT "A" TO THE
AMENDED INTERLOCAL AGREEMENT
CREATING
THE PREFERRED GOVERNMENTAL INSURANCE TRUST**

WHEREAS, Section X of the Amended Interlocal Agreement Creating The Preferred Governmental Insurance Trust (alternatively "Preferred", "Fund" or "Trust") provides that the Interlocal Agreement may be amended by the members of Preferred, and that execution of either a Participation Agreement or an Agreement for Renewal of Coverage shall constitute written consent to such amendment; and

WHEREAS , in order to protect the integrity of Preferred, its continued success and provide security as to its operation and administration, it is essential that the provisions of the Interlocal Agreement, relating to who may serve as a Trustee of Preferred, be fully compliant with applicable Florida Statutes;

NOW, THEREFORE , by execution of a Participation Agreement or Agreement for Renewal of Coverage, the Members of Preferred do hereby amend subsection 5.1 of the Amended Interlocal Agreement to read as follows:

5.1 NUMBER AND QUALIFICATION OF TRUSTEES. The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Upon initial election to the Board of Trustees, a Trustee shall be a local elected official of a member of the Trust. No two (2) Trustees may be local elected officials from the same governmental entity. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as a local elected official. Following a Trustees' initial term of office, such Trustee may continue to serve as a Trustee of Preferred provided: (1) such Trustee holds an office as an elected local official (as required by s. 624.4622(1) (d) Florida Statutes); and (2) a majority of the Board of Trustees, in their sole discretion, determine that it is in the best interest of the Trust that such Trustee continue to serve as a Trustee of Preferred, and so elects such Trustee to continue to serve a successive term, or terms. Each and every Trustee named, and each successor Trustee, shall acknowledge and consent to their election as a Trustee by giving written notice of acceptance of such election to the Chairman, or acting Chairman, of the Board of Trustees.

Effective Date: October 1, 2013

**AMENDMENT “B” TO THE
AMENDED INTERLOCAL AGREEMENT
CREATING
THE PREFERRED GOVERNMENTAL INSURANCE TRUST**

WHEREAS, Section X of the Amended Interlocal Agreement Creating The Preferred Governmental Insurance Trust (alternatively “Preferred”, “Fund” or “Trust”) provides that the Amended Interlocal Agreement may be amended by the members of Preferred, and that execution of either a Participation Agreement or an Agreement for Renewal of Coverage shall constitute written consent to such amendment; and

WHEREAS, due to legislative changes to Florida Statutes over time, it is necessary to amend certain provisions of the Amended Interlocal Agreement to be fully compliant with applicable amended Florida Statutes;

NOW, THEREFORE, by execution of a Participation Agreement or Agreement for Renewal of Coverage, the Members of Preferred do hereby amend the Amended Interlocal Agreement set forth as follows:

1. Sections 3.1 and 3.5 of the Amended Interlocal Agreement, references to Section 768.28(15)(a), are hereby amended and restated to read 768.28(**16**)(a).
2. Section 7.2(u) of the Amended Interlocal Agreement is hereby fully amended and restated as follows:

Each Member voluntarily transfers to the Trust any rights and privileges such Member enjoys under the laws of the State of Florida, including Sections 163.01, and 768.28, Florida Statutes, and specifically those statutory provisions pertaining to such Member’s sovereign immunity and the applicable limitations of the Member’s liability set forth therein as amended from time to time. The purchase of insurance or indemnity hereunder shall not be deemed or be construed as a waiver of sovereign immunity by the Members.

3. Except as expressly modified and amended hereby, the terms and conditions of the Amended Interlocal Agreement are hereby ratified and affirmed and shall remain in full force and effect, and the parties promise to continue to perform all obligations of the Amended Interlocal Agreement.

Effective Date: October 1, 2025

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

**Subject: Preferred Governmental Insurance Trust - Workman's
Compensation Insurance for the Town of Ocean Ridge**

The Town of Ocean Ridge's Workers' Compensation coverage, provided through Preferred Governmental Insurance Trust (PGIT) and administered by Public Risk Underwriters of Florida, Inc., is set to renew for the term of October 1, 2026 through October 1, 2027. The renewal quote (WC FL1 0502017 26-17 01) was presented by the Town's agent, Milton Carpenter Insurance Inc., on September 1, 2026.

Coverage Summary:

The proposed renewal maintains Employers' Liability limits of \$1,000,000 each accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,000 each employee for bodily injury by disease. The Town's experience modification factor is 0.84, reflecting a favorable claims history relative to the class average.

Estimated annual payroll and premium is calculated across three classification codes:

Class Code	Description	Payroll	Premium
5509	Street or Road Maintenance	\$166,137	\$9,870
7720	Detective or Patrol Agency and Drivers	\$2,508,060	\$64,507
8810	Clerical Office Employees NOC	\$631,337	\$663
Total		\$3,305,534	\$75,040

Premium Development:

The manual premium of \$75,040 is adjusted through several factors to arrive at the estimated premium:

- AR Adjusted Premium: \$97,552
- Safety Program Credit: (\$1,951)
- Drug-Free Workplace Credit: (\$4,780)
- Subject Premium: \$90,821
- Experience Modification (0.84): \$76,290
- Schedule Adjustment: \$72,476
- Premium Discount: (\$5,685)
- Expense Constant: \$160

- Estimated Premium: \$66,951 (subject to final payroll audit)

Cost:

The total estimated premium for the renewal term is \$66,951, payable under a 25% down payment with 9 equal installments thereafter. This figure reflects safety program and drug-free workplace credits, which are contingent on the Town maintaining current, signed applications for both programs on file with PGIT.

Staff recommends the Commission authorize acceptance and binding of the PGIT Workers' Compensation renewal quote (Quote No. WC FL1 0502017 26-17 01) for the policy term of October 1, 2026 through October 1, 2027, and authorize the Town Manager to execute the necessary applications and related documents to bind coverage prior to the current policy's expiration.

Suggested Motion: I move to approve.

Respectfully,

Milton Carpenter Insurance Inc.
Town of Ocean Ridge
WC FL1 0502017 26-17

Public Risk Underwriters of Florida, Inc. is pleased to provide you with the quote for:
Town of Ocean Ridge

Please review the quote carefully as, coverage terms and conditions may not encompass all requested coverage indicated in the application.

As a reminder you do not have any binding authority. Written request to bind must be received prior to the effective date of coverage or the expiration date of the quote, whichever is earlier. If written request to bind is not received within the described time frame, the quote is no longer valid and the file will be closed. Coverage is not bound without written confirmation from a representative of Public Risk Underwriters of Florida, Inc.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. In the event of differences, the Coverage Agreement form prevails. Specimen forms are available upon request.

If you have any questions or need further assistance, please feel free to contact us.

**THIS PAGE IS FOR INFORMATIONAL PURPOSES ONLY
AND IS NOT PART OF THE QUOTE**

Quote Number: WC FL1 0502017 26-17 01

Effective Date: 10/01/2026

Quote Expiration Date: 10/01/2026

QUOTE FOR
Town of Ocean Ridge
6450 N. Ocean Blvd., Ocean Ridge, FL, 33435

Presented by Public Risk Underwriters for:

Milton Carpenter Insurance Inc.

135 SE Avenue C, Belle Glade, FL 33430

9/1/2026 2:23:43 PM

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Service is the heart of what we do

#L055432 PO Box 958455 Lake Mary, FL 32795 |
321.832.1450 | pgit.org

FL License
32795



Insuring Florida's Future

Founded in 1999, Preferred is a non-assessable insurance risk pool made of and for its members, focusing on the unique needs of Florida's public sector. Our robust membership and financial strength stem from a conservative platform of managed risk. Program administration is provided by Public Risk Underwriters of Florida (PRU).

A key distinguishing feature and advantage of Preferred is the exclusive utilization of independent agents who specialize in public sector risk throughout the state for distribution.

WHY IS THIS IMPORTANT?

Our members receive local, personalized service and have built-in representation and advocacy to achieve optimal results.

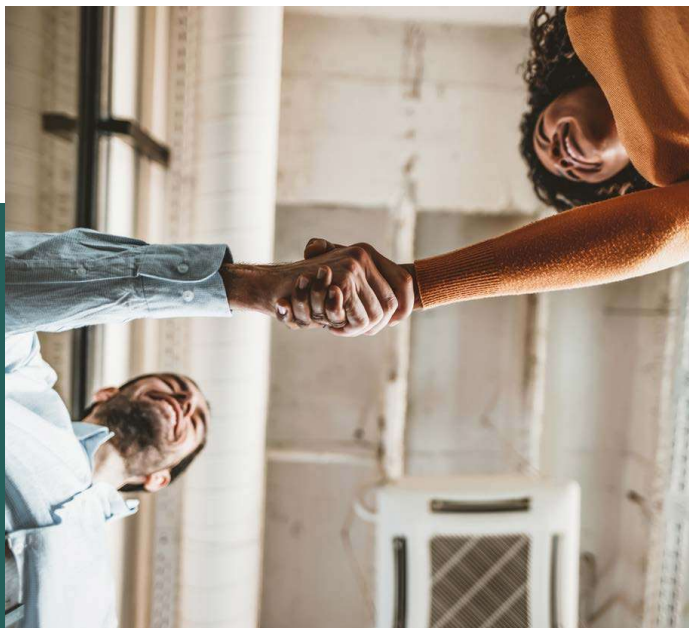
Preferred's membership is represented by Elected Officials from all segments of Florida's Public Sector. Our Board of Trustees understands your needs and works diligently to bring you enhanced programs and services.

Specialized member-oriented claims service is provided by Preferred Governmental Claims Solutions (PGCS). With more than 40 years in claims experience, PGCS is Florida's foremost governmental third-party administrator. The cornerstones of their claims administration are communication, quick access, and sound return-to-work policies.

Preferred is a proven structure of strength created to protect Florida's public sector.

Service is the heart of what we do

*Our Loss Control & Member Services team takes a proactive approach designed to reduce and prevent claims by customizing our services to your needs **at no additional cost.***



DEDICATED LOSS CONTROL CONSULTANTS PROVIDE:

- + Onsite safety inspections
- + Safety training on hundreds of topics
- + Safety program development, review & evaluation
- + Claims analysis & management
- + Claims reviews and Claims 101's
- + Disaster preparedness services

PREFERRED RISK MANAGEMENT RESOURCE CENTER FOR MEMBERS WHO PURCHASE THEIR EPLI COVERAGE FROM PREFERRED:

Cyber Security Resources

- + Breach health check
- + Customizable Incident Response Plan
- + Unlimited Access to Cybersecurity Experts
- + Immediate crisis management & response
- + Digital Forensic, IR Readiness and Data Review services and consultations available

HR Helpline Services

- + Unlimited access to HR and Employment Law experts

ADA Website Compliance Resources

- + WAVE by WebAIM accessibility evaluation tool
- + Expert guidance on ADA compliance

VECTOR SOLUTIONS Online training platform with over 600 training courses on HR/Employment Practices, OSHA Compliance, Motor Vehicle Safety, etc.

PREFERRED VIRTUAL TRAINING ACADEMY

Virtual training on a wide variety of topics provided by our Loss Control Consultants and industry experts.

STREAMERY 24/7 mobile streaming from anywhere with over 700 training topics

PREFERRED TIPS 50/50 matching safety & loss control grant program up to \$5,000.

50,000+

Completed Training Courses

\$4,000,000+

in TIPS Grants

70%

Risk Management Resource Center Utilization

The brief description of coverage contained in this document is provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Your Member Services & Loss Control Team



Kevin Meehan oversees Trust Services. He is responsible for implementing service initiatives for Preferred members and agents. He develops and improves educational training programs, member service platforms, and member safety incentive programs. He is ultimately responsible for increasing member engagement to improve member loss experience and reduce out of pocket costs.



Pam Hancock leads the Loss Control team. She has been in the insurance industry for more than 25 years and has worked primarily with governmental entities during her career. She provides safety training, program/policy development, safety committee oversight, performs claims reviews, trending analysis and inspections. With an emphasis on education and a deep understanding of the claims process, Pam has become a valuable resource to Preferred members. Pam is a Certified ADA Coordinator.



Sarah Dodd is a Senior Loss Control Consultant with expertise in ergonomics, health and wellness, and workplace safety. She has over a decade of experience related to healthcare, insurance and public-sector organizations. Sarah brings a human-centered approach to risk mitigation and injury prevention and has master's degrees in sport and exercise science and safety management and the GSP, CHSP and CPSI credentials. Sarah has advised executive leaders on OSHA compliance, workplace violence prevention, emergency preparedness and system-wide safety initiatives. She is known for translating complex risk challenges into practical, people-first solutions that strengthen organizational resilience. Sarah is a member of the American Society of Safety Professionals (ASSP).



Michelle Fraleigh As a Senior Loss Control Consultant for the Panhandle and Central Florida region, Michelle brings a wealth of insurance and risk management experience, people skills and professional knowledge to the table. She's a seasoned risk management and safety professional with over 15 years of experience in public sector agencies and regulatory bodies. Most recently, Michelle served as Risk Manager for Nassau County, where she oversaw enterprise risk strategies, safety compliance and insurance administration for one of the fastest growing counties in FL. She holds a master's degree in executive leadership with a focus on Organizational Behavior and has a proven track record in designing and implementing risk mitigation and safety management programs. Michelle is known for her strategic approach, expertise in policy development, and commitment to protecting organizational assets and public well-being. She serves the Panhandle/Central Region members in Florida.



Lauren Quinto As a Preferred Loss Control Consultant, Lauren works directly with members to identify exposures, provide recommendations, and support the development of safety and risk management programs. She also acts as a liaison between members, underwriting, claims, and risk teams. Lauren serves Southwest Florida Region members in counties including Charlotte, Citrus, Collier, DeSoto, Glades, Hardee, Hendry, Hernando, Highlands, Hillsborough, Manatee, Lee, Okeechobee, Pasco, Pinellas, Polk and Sarasota. Lauren holds a Bachelor of Science degree in Business Administration and is an active member of the Tampa Bay PRIMA chapter.



Mike Stephens has been involved with Loss Control and Member Services since 2004. Mike has completed the OSHA 501 Trainer Course in Occupational Safety and Health Standards (General Industry) and has attained certification as a Safety Auditor. Mike's safety awareness and dedication to customer service are what make him an essential part of the Member Services and Loss Control team. Mike is the resources and services coordinator and support specialist for all Preferred members.

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Personalized Top-Tier Claims Service



450

Government Entities Served
by PGCS

20

Average Years of Teammate
Industry Experience

12

Average Years of Teammate
Tenure at PGCS

3

Decades of Claims Service

24/7

Claims Service



PGCS Leadership Team



Stacy Hargrove, Vice President of Liability Claims is responsible for the daily operations of the Liability Claims Department at PGCS. Stacy Hargrove has more than 33 years of experience handling all types of liability claims and subrogation matters. She has held various positions within the claims industry and has proactively handled a variety of liability claim types including auto accident, slip and fall, premises liability, employer liability, and subrogation recovery; all with client accolades for excellent customer service and knowledge. Stacy has extensive litigation management experience and works directly with defense counsel in defending litigated claims. She has also monitored several trials and has been successful in partnering with her legal team to achieve favorable defense verdicts as well as other positive resolutions. Stacy has a wealth of knowledge in the liability arena and is an integral and valued member of the PGCS team.



Cheryl Riley, Director of WC Claims is responsible for the overall direction and leadership of the PGCS workers' compensation claims unit. While at PGCS, Cheryl has steadily promoted and held the positions of Account Manager, Quality Assurance Manager and Workers' Compensation Claims Manager prior to her current position of Director of Workers' Compensation Claims. Cheryl's dedication to customer-centric solutions and focus on building strong 'partner' relationships has been successful for PGCS and its customers. Cheryl holds a Florida All Lines license, and has earned the designation of a Board Certified Workers' Compensation Litigation Claims Specialist.

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Innovative Solutions. Accurate Valuations.



In partnership with Centurisk, Preferred provides property appraisals **for all property locations at no cost to our members.** The field appraisals provide critical information on primary and secondary building characteristics, flood zones, and valuations. Field appraisals are conducted by Centurisk on a rolling five-year schedule, trending reports are available in the interim upon request. Once the appraisal is completed, members then have the choice to insure at appraised values to maintain blanket coverage. If a Member chooses to underinsure the property, the coverage agreement will be endorsed to “stated value”.



You receive exclusive access to the AMP platform, which offers an innovative approach for property tracking and valuation management. AMP provides dynamic reporting capabilities and features an intuitive design, which allows your team to get up and running in minutes. Vital property information is maintained in AMP, including a change history for each asset. Up-to-date property valuations and information are automatically imported into AMP and our experienced team offers personalized training to optimize your use of the system and reporting tools.



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Disaster Preparedness and Response

Preferred Priority is with you every step of the way

Preferred Priority is an enhanced disaster recovery service designed for Preferred members to streamline the disaster recovery process. This customized service starts with preparedness. Our loss control consultants work with members to develop and implement a customized disaster recovery plan that will stand up to the worst of disasters. In advance of a storm, resources like temporary buildings, generators and dry out equipment are deployed to member locations. Members have priority status during a disaster and have access to a 24/7 Emergency Response Center, immediate onsite evaluations of property, complete build and restoration services, FEMA closeout packets and direct payments to vendors. When disaster strikes Preferred Priority is there for you.



Preferred Priority is a member-centric emergency response partnership with BluSky Restoration, ensuring each member receives top-priority service without delays. This partnership is designed to provide immediate access to essential resources and expertise in times of crisis. BluSky Restoration's dedicated team is ready 24/7, including holidays and weekends, to deliver rapid and effective mitigation and property restoration services. Our agreement guarantees that every member benefits from a seamless, efficient response, helping them quickly return to normal operations with minimal disruption.



When a named storm is approaching, our field adjusters from Engle Martin are staged nearby with all contact and policy information for each member so that they can provide damage inspections immediately after a storm. Engle Martin uses cutting edge drone technology to identify damage mitigation opportunities that you may not have known existed. The EM adjusters also have access to prior appraisals and COPE data, which helps streamline and expedite the claims process. This real time response enables us to get advance claim payments in your hands **within days**.

To finalize your claim, we provide a claim resolution packet, which includes all documentation to support your claim in addition to FEMA closeout assistance.

The brief description of coverage contained in this document is provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Liability Defense Panel



ACOSTA

301 Almeria Avenue, 1st Floor
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(305) 858-8880
www.acostalaw.org

ROPER, TOWNSEND, SUTPHEN

2707 E. Jefferson Street
Orlando, FL 32803
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www.roperpa.com

BRIONEZ & BRIONEZ, P.A.

322 W. Burleigh Blvd
Tavares, FL 32778
(352) 432-4044
www.bblawfl.com

CARR ALLISON

305 S. Gadsden St.
Tallahassee, FL 32301
(850) 222-2107

208 N. Laura Street
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Jacksonville, FL 32202
(904) 328-6456
www.carrallison.com

KELLEY KRONENBERG

(AL GL only)
1475 Centrepark Blvd,
Suite 275
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(561) 684-5956
Tampa Jacksonville/ Fort
Lauderdale Locations
www.kelleykronenberg.com

QUINTAIROS, PRIETO, WOOD & BOYER, P.A.

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Jacksonville, FL 32216
Trinity, FL 34655
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www.qpwblaw.com

ROBERTS, REYNOLDS, BEDARD & TUZZIO, P.A.

470 Columbia Drive
West Palm Beach, FL 33409
(561) 688-6560
www.rrbpa.com

5237 Summerlin Commons Blvd.
Ft. Myers, FL 33907
(239) 275-2268
www.rrbpa.com

RUMBERGER KIRK

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(850) 222-6550
www.rumberger.com

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(407) 872-7300
www.rumberger.com

LLOPIZ WIZEL

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UNICE, SALZMAN & JENSEN, P.A.

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www.unicesalzman.com

WARNER LAW FIRM, P.A.

501 W 11th St.
Panama City, FL 32401
(850) 784-7772
timwarner@warnerlaw.us

WALTON, LANTAFF, SCHROEDER & CARSON LLP

931 Village Blvd, Suite 905
West Palm Beach, FL 33401
(561) 689-6700
www.waltonlantaff.com

WEISS, SEROTA, HELFMAN, COLE & BIERMAN

(By request only)
2525 Ponce De Leon Blvd,
Suite 700
Coral Gables, FL 33134
(305) 854-0800
www.wsh-law.com

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Workers' Compensation Defense Panel



BARBAS, NUNEZ, SANDERS, BUTLER & HOVSEPIAN

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Tampa, Florida 33606
(813) 279-2686

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(850) 668-7900

833 Highland Avenue, Suite 202
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(407) 203-3600

www.chartwelllaw.com

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Jacksonville, FL 32202
(904) 352-9664

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dhernandez@hhdefense.com

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10245 Centurion Pkwy N. Suite 300
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www.kellevkronenberg.com

PUBLIC ENTITY LEGAL SOLUTIONS

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ghelm@pelsusa.com

www.bhq-law.com

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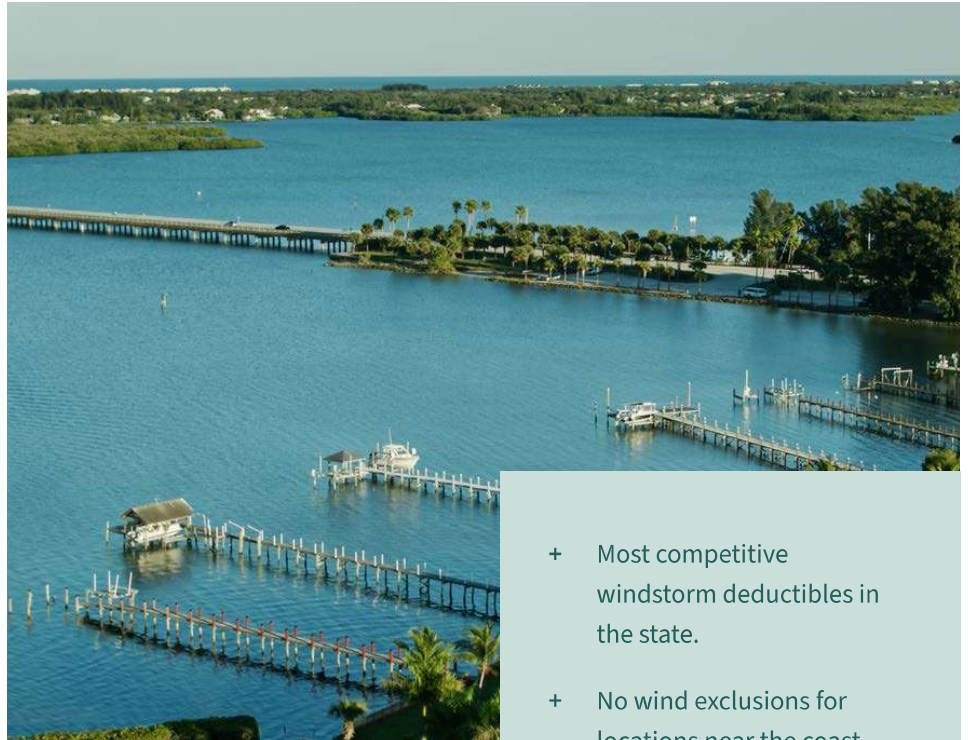
www.waltonlantaff.com

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Coverage Advantages

+ **SUPERIOR WINDSTORM COVERAGE:** While other risk pools exclude wharves, piers, docks, signs, antennas, and communication towers, our program provides wind coverage for these scheduled locations.

+ **PREFERRED PROPERTY PROGRAM** is a shared limit. The amount of limit purchased is determined annually. In responding to numerous windstorm events for more than 20 years, Preferred's losses have never exceeded the shared limit purchased.



- + \$100,000 of Non-Monetary coverage for Injunctive Relief, EEOC, Public Records and Inverse Condemnation allegations.
- + Professional Liability offered on either claims made or occurrence form.
- + Cyber Liability limits up to \$2,000,000 for both 1st and 3rd party claims.
- + Available Limits up to \$10,000,000 on all liability lines.
- + Public Officials and Employment Practices liability with no aggregate limit.
- + Defense costs are outside of the limit of liability, deductible does not apply to defense.
- + Deadly Weapon protection coverage free of charge. Crisis Response provided by CrisisRisk, a leading national response firm.
- + Unmanned Aircraft (Drone) Liability coverage of \$500,000.

- + Most competitive windstorm deductibles in the state.
- + No wind exclusions for locations near the coast.
- + No additional premium charged for a single location or total site locations acquired or newly constructed during the year with values less than \$15,000,000.
- + Property in the open (PITO) coverage is provided up to 1,000 feet of an existing location with no valuation restrictions.
- + Blanket Inland Marine Coverage for individual equipment valued less than \$25,000.

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Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

PRU is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through Preferred Governmental Insurance Trust (Preferred). Preferred is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. Preferred has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters of Florida Inc. (PRU), a company owned by Brown & Brown, Inc., to administer Preferred's operations. The administrative services provided by PRU to Preferred include:

Underwriting / Coverage review / Marketing / Policy Review / Accounting / Issuance of Preferred Coverage Agreements / Preferred Member Liaison / Risk Assessment and Control

Pursuant to its contract with Preferred, Public Risk Underwriters of Florida Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 9.75% of the Preferred premiums billed and collected.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of Preferred's insurance policies. The wholesale insurance broker may provide the following services to Preferred:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 5% and 10% of the premiums you pay to Preferred for your coverage.



Named Covered Party: Town of Ocean Ridge
Term: 10/01/2026 to 10/01/2027
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: WC FL1 0502017 26-17

Workers' Compensation Coverage

Employers' Liability Limits

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Agreement Limit
Bodily Injury by Disease	\$1,000,000	Each Employee

Experience Mod: 0.84

Effective Date: 10/01/2026

Estimated Annual Payroll

<u>Class Code</u>	<u>Description</u>	<u>Payroll</u>	<u>Rate</u>	<u>Premium</u>
5509	Street Or Road Maintenance	\$166,137	5.94	\$9,870
7720	Detective or Patrol Agency and Drivers	\$2,508,060	2.57	\$64,507
8810	Clerical Office Employees NOC.	\$631,337	0.11	\$663
Total		\$3,305,534		\$75,040

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Named Covered Party: Town of Ocean Ridge
Term: 10/01/2026 to 10/01/2027
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: WC FL1 0502017 26-17

Estimated Billing

Manual Premium	\$75,040.00
AR Adjusted Premium	\$97,552.00
Deductible Credit	(\$0.00)
Safety Program	(\$1,951.00)
Drug-Free Workplace	(\$4,780.00)
Subject Premium	\$90,821.00
Experience Modification	\$76,290.00
Schedule Adjustment	\$72,476.00
Premium Discount	(\$5,685.00)
Expense Constant	\$160
Estimated Premium*	\$66,951

*Premium is subject to audit

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Named Covered Party: Town of Ocean Ridge

Term: 10/01/2026 to 10/01/2027

Coverage Provided by: Preferred Governmental Insurance Trust

Quote Number: WC FL1 0502017 26-17

Total Premium Due	\$66,951
Commission	7.00%
Payment Plan	25% Down, 9 Equal Installments

QUOTATION TERMS AND CONDITIONS INCLUDING BUT NOT LIMITED TO

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages indicated in the application.
2. Quote subject to review and acceptance by Preferred Board of Trustees.
3. The Coverage Agreement premium shall be pro-rated as of the first day of coverage from the minimum policy premium.
4. Down payment is due at inception.
5. The Trust requires that the Member maintains valid and current certificates of workers' compensation insurance on all work performed by persons other than its employees.
6. If NCCI re-promulgates a mod, we will honor the mod as promulgated. If the mod changes during the fund year, we reserve the right to apply a correct mod back to the inception date of the Coverage Agreement.
7. Quote was prepared using payrolls supplied by your agency.
8. Safety and Drug Free program credits (if applicable) are subject to program requirements.
9. Payrolls are subject to final audit.
10. Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.
11. Coverage is not bound until confirmation is received from a licensed representative of Public Risk Underwriters.

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Named Covered Party: Town of Ocean Ridge

Term: 10/01/2026 to 10/01/2027

Coverage Provided by: Preferred Governmental Insurance Trust

Quote Number: WC FL1 0502017 26-17

ADDITIONAL TERMS AND CONDITIONS INCLUDING BUT NOT LIMITED TO

- ☐ Receipt of signed Preferred Work Comp application within 30 days of effective date of coverage
- ☐ Receipt of signed Drug Free application within 30 days of effective date of coverage
- ☐ Receipt of signed Safety Program application within 30 days of effective date of coverage
- ☐
- ☐
- ☐

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Service is the heart of what we do

#L055432 PO Box 958455 Lake Mary, FL 32795 |
321.832.1450 | pgit.org

FL License
32795

EMPLOYER WORKPLACE SAFETY PROGRAM PREMIUM CREDIT APPLICATION

Contact Person: _____

Telephone Number: _____

I am submitting a copy of my workplace safety program which meets the requirements of Section 440.1025, Florida Statutes. I certify that this Safety Program has been implemented in the workplace and is being maintained as submitted to "Preferred (The Trust)".

This is to certify that the Workplace Safety program meets or exceeds the following provisions as provided for in Section 440.1025, Florida Statutes:

1. Written Safety Policy and Safety Rules
2. Safety Inspections
3. Preventive Maintenance
4. Safety Training
5. First Aid
6. Accident Investigation
7. Necessary Record Keeping

I am aware that we may be subject to on-site inspections by "The Trust", for the purpose of validation the accuracy of this information.

Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information with the purpose of avoiding or reducing the amount of premiums for workers compensation coverage is guilty of a felony of the third degree, punishable as provided in Section 775.082, s.775.083 or s.775.084, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing Certification or Employer Workplace Safety Program Premium Credit, and that the facts stated in it are true.

Employer Name: _____

Date: _____

Officer/Owner Signature*: _____

Title: _____

*Application must be signed by an officer or owner.

DRUG-FREE WORKPLACE PREMIUM CREDIT APPLICATION

Testing:

Procedures for drug testing have been established and/or drug testing has been conducted in the following areas:

- | | |
|---|---|
| ☐ Job Applicant | ☐ Routing fitness for duty |
| ☐ Reasonable suspicion | ☐ Follow-up testing to Employee Assistance Program |

Notice of Employer's Drug Testing Policy:

- | | |
|--|---|
| ☐ Copy to all employees prior to testing | ☐ Show notice of drug testing on vacancy announcements |
| ☐ Posted on/at employer's premises | ☐ Copies available to personnel office or other suitable locations |
| ☐ Copy to job applicants prior to testing | ☐ No notice required because drug testing program in place prior to July 1, 1990 |
| ☐ General notice given 60 days prior to testing | |

Education:

- | |
|--|
| ☐ Resource file on providers |
| ☐ Employee Assistance Program |
| ☐ Education |

Name of Medical Review Officer: _____

A. Name of approved Agency for Health Care Administration lab or United States Department of Health and human Services Certified Laboratory: _____

B. Phone Number: _____

C. Address: _____

Your certification is subject to physical verification by "Preferred (The Trust)". Your coverage agreement is subject to additional premium for reimbursement of premium credit, and cancellation provisions of the Coverage Agreement if it is determined that you misrepresented your compliance with Florida law. Any person who knowingly and with intent in injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information with the purpose of avoiding or reducing the amount of premiums for workers compensation coverage is guilty of a felony of the third degree, punishable as provided in Section 775.082, s. 775.083, or s. 775.084, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing Application for Drug-Free Workplace Premium Credit Program, and that the facts stated in it are true.

Employer Name

Officer/Owner Signature*

Date

Title

*Application must be signed by an officer or owner.

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PARTICIPATION AGREEMENT

Application for Membership in the Preferred Governmental Insurance Trust

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Trust for continuing workers' compensation, liability, property and/or casualty coverage through membership in the Preferred Governmental

Insurance Trust, to become effective 12:01 a.m. 10/01/2026 (effective date of coverage agreement), and if accepted by the Fund's duly authorized representative, does hereby agree as follows:

- (a) To accept and be bound by the provisions of the Florida Workers' Compensation Act;
- (b) That, by this reference, the terms and provisions of the Amended Interlocal Agreement creating the Preferred Governmental Insurance Trust date October 1, 2004 are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Amended Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Amended Interlocal Agreement as provided therein;
- (c) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (d) To abide by the rules and regulations adopted by the Board of Trustees of the Fund;
- (e) That should either the Applicant or the Fund desire to cancel coverage, it will give not less than thirty (30) days prior written notice of cancellation;
- (f) That all information contained in the underwriting application provided to the Fund as a condition precedent to participation in the Fund is true, correct and accurate in all respects.

(Name of Local Governmental Entity)

Witness Signature

By: _____
Signature

Printed Name

Printed Name

Witness Signature

Title: _____

Printed Name

For Internal Use only

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE THE ____ DAY OF _____, 20__ SIGNED THIS ____ DAY OF _____, 20__ .

By: _____
Administrator/Trustee

AMENDED INTERLOCAL AGREEMENT CREATING THE PREFERRED GOVERNMENTAL INSURANCE TRUST

This Amended Interlocal Agreement, restating and modifying the Preferred Governmental Insurance Trust, is made and entered into effective October 1, 2004, by and among the Local Governmental Entities who have executed Participation Agreements (Application for Membership in the Preferred Governmental Insurance Trust) to become effective October 1, 2004, such Local Governmental Entities representing one hundred percent (100%) of the Governmental Entities participating in the Preferred Governmental Insurance Trust, together with such other Local Governmental Entities who hereafter become members of the Fund, for the purposes and subject to the conditions and restrictions, as hereinafter set forth.

WITNESSETH:

WHEREAS, Article VIII, Section 2, Florida Constitution, provides municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Section 125.01, Florida Statutes, provides that counties shall have the power to carry on county government and to exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, Section 166.021, Florida Statutes, provides in part that “...municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law.”; and

WHEREAS, Section 163.01, Florida Statutes, commonly known as the “Florida Interlocal Cooperation Act of 1969”, provides that Local Governmental Entities may enter into interlocal agreements in order to make the most efficient use of their powers by enabling them to cooperate with other Local Governmental Entities on a basis of mutual advantage, thereby providing services and facilities in a manner, and pursuant to forms of governmental organization, that will best accord with geographic, economic, population, and other factors influencing the needs and development of Local Communities; and

WHEREAS, Section 624.4622, Florida Statutes, provides that any two or more Local Governmental Entities may enter into an interlocal agreement for the purpose of securing the payment of benefits under Chapter 440, Florida Statutes, provided such local governmental self- insurance fund created thereby has an annual normal premium in excess of five million dollars (\$5,000,000.00), maintains a continuing program of excess insurance coverage, submits annual audited year-end financial statements, and has a governing body which is comprised entirely of local elected officials; and

WHEREAS, Section 768.28, Florida Statutes, provides that the state and its agencies and subdivisions are authorized to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage they may choose, or to have any combination thereof, in anticipation of any claim, judgment, and claims bill which they may be liable to pay pursuant to such section; and

WHEREAS, Section 111.072, Florida Statutes, authorizes any county, municipality, or political subdivision to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage it may choose, or to have any combination thereof in anticipation of any judgment or settlement which its officers, employees, or agents may be liable to pay pursuant to a civil or civil rights lawsuit described in s. 111.07, Florida Statutes; and

WHEREAS, Section 624.462, Florida Statutes, provides that a governmental self-insurance pool created pursuant to Section 768.28(16), Florida Statutes, shall not be considered a commercial self-insurance fund; and

WHEREAS, each of the participating Local Governmental Entities which are party to this Agreement, and all subsequent Local Governmental Entities which become party to this Agreement, are public agencies as defined in Section 163.01, Florida Statutes, and are authorized to enter into this Interlocal Agreement by executing a Participation Agreement; and

WHEREAS, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under Chapter 440, Florida Statutes; and

WHEREAS, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under risk management programs or liability insurance programs; and

WHEREAS, it is in the public interest, and in the best interest of the parties hereto, that they join together to establish a consolidated and comprehensive Fund for the payment of benefits under the Florida Workers' Compensation Law, payment of claims, judgments and claims bills which they may become liable to pay, payment of certain civil rights liabilities, payment of casualty and property losses, and the purchase of appropriate policies of insurance, excess insurance and reinsurance to provide protection against such claims and liabilities; and

WHEREAS, the governing authority of each of the Local Governmental Entities which are a party to this Agreement have duly authorized the execution and delivery of a Participation Agreement obligating such Governmental Entity to full performance of this Agreement; and

WHEREAS, it is the intent of this Agreement to allow participation by additional Local Governmental Entities in the self-insurance fund created hereby, pursuant to the terms and conditions of this Interlocal Agreement;

NOW, THEREFORE, by virtue of the execution and delivery of a Participation Agreement, the parties hereto do hereby covenant and agree as follows

SECTION I

INCORPORATION OF RECITALS

The foregoing WHEREAS clauses are incorporated in, and made a part of, this Amended Interlocal Agreement.

SECTION II

DEFINITIONS

The following definitions shall apply to the provisions of this Amended Interlocal Agreement:

- 2.1 ADMINISTRATOR.** An individual, partnership or corporation engaged by the Fund to carry out the policies of the Fund and provide the day-to-day executive management and oversight of the Fund's operations, including, but not limited to, administration, marketing, underwriting, quoting, issuance, maintenance and auditing of coverage terms, coordinating other third party service providers retained by the Fund and ensuring that the policies and decisions of the Board of Trustees are implemented.

- 2.2 CLAIMS MANAGEMENT.** “Claims Management” shall mean the process of identifying, receiving, handling, adjusting, reserving, resolving and planning for the funding of eligible claims made by or against any Member of the Trust and any other necessary risk management operations.
- 2.3 CONTRIBUTION(S).** “Contribution(s)” shall mean any premium charge or other consideration imposed or collected by, or on behalf of the Trust, from its Members based on criteria adopted from time to time by the Board of Trustees. Contributions may be determined and set with respect to all Members, any individual Member or otherwise. The terms “Contribution(s)”, “Premium(s)” and “Premium Contribution(s)” are used interchangeably and synonymously throughout this Agreement.
- 2.4 COVERAGE TERMS.** “Coverage Terms” or “Coverage Agreements” shall mean the terms and conditions of certificates of insurance, policies of insurance, endorsements to policies of insurance, excess insurance policies and reinsurance policies which are provided to Fund Members from time to time which comprehensively set forth the insurance coverages provided to the Fund Members, as may be modified or altered from time to time with respect to all Members, any individual Member, or otherwise, within the applicable notice and procedural requirements of law, or in any other rules and regulations adopted by the Board of Trustees.
- 2.5 FUND.** “Fund” shall mean the group self-insurer’s fund or trust fund which is hereby created for the purposes set forth herein, known as the Preferred Governmental Insurance Trust. The terms “Fund”, “Trust” and “Trust Fund” are used interchangeably and synonymously throughout this Agreement.
- 2.6 LOCAL GOVERNMENTAL ENTITY OR ENTITIES.** “Local Governmental Entity or Entities” shall mean any “public agency” as defined by Section 163.01(3)(b), Florida Statutes.
- 2.7 MEMBER.** “Member” shall mean a Local Governmental Entity which has duly executed a Participation Agreement and otherwise has complied with all provisions of this Agreement, and which thereafter is entitled to all the rights and benefits conferred by, and subject to all conditions and obligations imposed by, this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees.
- 2.8 NON-COMPLIANCE.** “Non-Compliance” shall mean the failure to comply with the terms of this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees, but only to the extent that such Non-Compliance is deemed material by, and within the sole discretion of, the Board of Trustees.

- 2.9 PARTICIPATION AGREEMENT.** “Participation Agreement” shall mean the application for membership in the Preferred Governmental Insurance Trust pursuant to which an applying member agrees to be bound by the provisions of the Florida Workers’ Compensation Act, this Amended Interlocal Agreement, the rules and regulations adopted by the Board of Trustees of the Fund, and when accepted by the Board of Trustees or their duly authorized representative, becomes a part of the Interlocal Agreement between the applying member and the Fund.
- 2.10 PREMIUM(S).** “Premium(s)” shall mean “Contribution(s)”.
- 2.11 PREMIUM CONTRIBUTION(S).** “Premium Contribution(s)” shall mean Contribution(s).
- 2.12 THIRD-PARTY CLAIMS MANAGER.** “Third-Party Claims Manager” shall mean an individual or organization providing claims management services to the Fund.
- 2.13 TRUST.** “Trust” shall mean the “Fund”.
- 2.14 TRUSTEES.** “Trustees” or “Board of Trustees” shall mean the collegial body charged with the operation and administration of the Fund pursuant to the provisions of this Agreement.
- 2.15 TRUST FUND.** “Trust Fund” shall mean the “Fund”.

SECTION III
ESTABLISHMENT OF “PREFERRED
GOVERNMENTAL INSURANCE TRUST”
AS A SELF-INSURED FUND

- 3.1 ESTABLISHMENT.** The Preferred Governmental Insurance Trust is hereby established and created pursuant to the provisions of Article VIII, Section 2, of the Florida Constitution, Sections 125.01, 163.01, 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, for the purposes, and with the powers, duties and obligations, as herein set forth.
- 3.2 LOCATION.** The location of the principal office of the Trust shall be determined from time to time by the Board of Trustees.
- 3.3 PURPOSES.** This Amended Interlocal Agreement is made and executed, and the Fund created hereby is established for the purposes of:
- (a) Pooling Member’s resources to fulfill Members’ legal liabilities and obligations, including, but not limited to, providing for the payment of benefits under the Florida Workers’ Compensation Law;

- (b) To minimize the cost of providing workers' compensation coverage by developing and refining specialized claim services, by developing and refining, internally or through third party service providers, a managed care system, together with the development and refining of loss prevention programs for the Members;
- (c) To pay or provide for general liability and casualty coverage to participating Members, including, but not limited to, public officials errors and omissions, employment practices liability and law enforcement liability claims;
- (d) To pay or provide for property coverage to participating Members;
- (e) To pay for or provide to its participating Members coverage in anticipation of any judgment or settlement resulting from a civil rights action arising under federal law;
- (f) To pay for or provide to participating Members coverage in anticipation of any claims bill passed by the Legislature;
- (g) To pay for or provide to participating Members coverage for any other risk authorized under Florida law to be self-insured;
- (h) To pay for or provide to participating Members all or a part of such coverages.

This Agreement is not intended to create a partnership or other legal entity whereby one Member assumes the obligations of another Member, or the obligations of the Fund in general.

3.4 NON-ASSESSABILITY. Should a deficit develop in the Trust, after excess reinsurance recoveries, whereby claims or other expenses cannot be paid, each individual Member shall assume liability for the costs of claims brought against that Member as if such Member were individually self-insured. Each individual Member shall thereafter be responsible for its individual costs including, but not limited to, claims administration without an obligation to, or a right of contribution from, other Members.

3.5 POWERS. The Trust shall have all the rights, powers, duties and privileges as set forth in Article VIII, Section 2 of the Florida Constitution, and Sections 163.01, et seq., 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, and any other applicable Florida Statutes, which are necessary to accomplish the purposes described in Section 3.3, including but not limited to the following:

- (a) Securing the payment of benefits under Chapter 440, Florida Statutes.

- (b) Collecting premiums from Members for the purpose of paying for or providing casualty, property, and liability coverage, and securing the payment of claims associated therewith.
- (c) Paying for or providing coverage for any other risk authorized under Florida law to be self-insured.
- (d) Paying for or providing all or a part of such coverages.
- (e) To make, enter into, and arrange for insurance, reinsurance, excess insurance, catastrophic insurance, stop-loss insurance, or any other coverage as the Fund shall deem necessary and appropriate, without such purchase being deemed a waiver of sovereign immunity.
- (f) To pay, or approve the payment of, any expenses and fees associated with the operation of the Fund.
- (g) To indemnify and hold harmless any Trustee, officer of the Fund, or any person acting on behalf of the Fund, to the fullest extent such indemnification is permitted by law, against (1) reasonable expenses actually and necessarily incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, administrative or civil investigative, including any action, suit or proceeding by or on behalf of the Fund, seeking to hold said person liable by reason of the fact that he or she was acting in such capacity, and (2) reasonable payments made by him or her in satisfaction of any judgment, monetary decree or settlement for which he or she may have become liable in any such action, suit or proceeding by reason of the fact that he or she was acting in such capacity. This indemnification is not intended to, and does not, waive any immunities provided to Members of the Fund, Trustees serving in their capacity as Trustees to the Fund, or to officers or employees of the Fund, by virtue of the laws of the state of Florida, but is merely in addition to such rights, privileges and immunities. (Ref. 624.489 and 768.28, FS).

SECTION IV

ADMINISTRATION OF FUND

- 4.1 MEETINGS.** The Board of Trustees shall meet at such time and in such location as may be acceptable to a majority of the Board of Trustees. The Chairman of the Board of Trustees or his designee shall set the date, time and location of each meeting, and notice thereof shall be furnished to each Trustee by the Chairman or his designee not less than ten (10) days prior to the date of such meeting.

Such notice shall specify the date, time and location of such meeting and may specify the purpose thereof, and any action proposed to be taken there at. Such notice shall be directed to each Trustee by mail to the address of such Trustee as is recorded in the office or offices of the Fund. In no event shall the Board of Trustees meet less than quarterly.

The Chairman of the Board or any three (3) Trustees may call a special meeting and direct the Administrator to send the prerequisite notice for any special meeting of the Board of Trustees. Special meetings of the Board of Trustees may be held at any time and place without notice, or with less than the prerequisite notice, provided all Trustees execute a waiver of notice and consent to said meeting.

For purposes of a duly called meeting of the Board of Trustees, a quorum shall exist if a majority of the members of the Board of Trustees are present. The Administrator shall keep minutes of all meetings, proceedings and acts of the Board of Trustees, but such minutes need not be verbatim. Copies of all minutes of the Board of Trustees shall be sent by the Administrator to all Trustees.

4.2 VOTING. All actions by, and decisions of, the Board of Trustees shall be by vote of a majority of the Trustees attending a duly called meeting of the Board of Trustees at which a quorum is present; however, in the event of a duly called special meeting, all actions by, and decisions of, the Board of Trustees may be by vote of a majority of the Trustees present and attending such special meeting if a proper waiver of notice and consent was obtained as provided herein.

4.3 OFFICE OF THE FUND. The Board of Trustees shall establish, maintain and provide adequate funding for an office or offices for the administration of the Fund. The address of such office or offices shall be made known to the units of local governments eligible to participate in, or participating in, the Fund. The books and records pertaining to the Fund and its administration shall be kept and maintained at the office or offices of the Fund.

4.4 EXECUTION OF DOCUMENTS. A certificate, document, or other instrument signed by the Chairman or the Administrator of the Fund shall be evidence of the action of the Board of Trustees and any such certificate, document, or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all acts and matters stated therein shall conclusively be presumed to be true.

- 4.5** **APPOINTMENT OF ADMINISTRATOR.** The trustees shall designate and provide compensation for an Administrator to administer the affairs of the Fund. Any Administrator so designated shall furnish the board of Trustees with a fidelity bond with the Trustees as named obligee. The amount of such bond shall be determined by the Trustees and the evidence thereof shall be available to all units of government eligible to participate, or participating in, the Fund.
- 4.6** **COMPENSATION AND REIMBURSEMENT OF TRUSTEES.** The Board of Trustees may from time to time establish a reasonable amount of compensation to cover attendance at a duly called meeting by the Board of Trustees, or to cover the performance of the normal duties of a Trustee. Such compensation shall include reimbursement for reasonable and necessary expenses incurred therewith.

SECTION V

NUMBER, QUALIFICATION, TERM OF OFFICE

AND POWER AND DUTIES OF TRUSTEES

- 5.1** **NUMBER AND QUALIFICATION OF TRUSTEES.** The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Each Trustee shall be an elected official of a Member. No two (2) Trustees may be elected officials from the same Member. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as an elected official of the Member, whichever shall first occur. A Trustee may serve successive four (4) year terms provided such Trustee continues to remain an elected official of a Member. Each and every Trustee named, and each successor Trustee, shall acknowledge and consent to their election as a Trustee by giving written notice of acceptance of such appointment to the chairman, or acting chairman of the Board of Trustees.
- 5.2** **RESIGNATION AND REMOVAL OF A TRUSTEE.** A Trustee may resign and become and remain fully discharged from all further duties or responsibilities hereunder, by giving at least sixty (60) days prior written notice sent by certified mail, overnight delivery or other appropriate method of delivery to the chairman or acting chairman of the Board of Trustees. Such notice shall state the date said resignation shall take effect, and such resignation shall take effect on the date designated unless a successor Trustee has been elected at an earlier date as herein provided, in which event resignation shall take

effect immediately upon the election of such successor Trustee. Additionally, oral notice of resignation may be given at any duly convened meeting of the Trustees, which said oral notice of resignation shall be incorporated, and made a part of, the minutes of such duly convened meeting. A Trustee may be removed by a majority vote of the Board of Trustees or by a majority vote of the Members. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the chairman or the secretary of the Trustees at the principal office of the Trust any and all records, books, documents or other property in such Trustees possession, or under such Trustees control, which belongs to the Trust.

5.3 ELECTION OF SUCCESSOR TRUSTEES. Successor Trustees shall be elected by a majority vote of the Board of Trustees. Nominations for the election of Trustees may be made by the Board of Trustees or by any Member of the Fund.

5.4 TRUSTEE TITLE. In the event of death, resignation, refusal or inability to act by any one or more of the Trustees, the remaining Trustees shall have all the powers, rights, estates and interests of this Trust and shall be charged with its duties and responsibilities; provided, however, that in such case(s), no action may be taken unless it is concurred in by a majority of the remaining Trustees.

5.5 TRUSTEE OFFICERS. The Trustees shall elect from among themselves a chairman, vice-chairman and secretary of the Board of Trustees. Such officers shall be elected annually at the end of the fiscal year of the Trust, and may succeed themselves.

5.6 POWER AND AUTHORITY. The Board of Trustees shall be charged with the duty of the general supervision and operation of the Fund, and shall conduct the business activities of the Fund in accordance with this Agreement, its by-laws, rules and regulations and applicable federal and state statutes and rules and regulations. In connection therewith, the Board of Trustees may exercise the following authority and powers:

(a) To collect premiums from participating Members in an amount individually agreed to by the Fund and said Members for the purpose of paying for or providing the coverages provided in this Agreement to participating Members.

(b) To pay for or provide such excess insurance or reinsurance coverage as is necessary to accomplish the purpose of the Fund.

- (c) To borrow funds, issue bonds and other certificates of indebtedness, and arrange for lines or letters of credit to assist in providing the coverages provided in this Agreement to participating Members.
- (d) To pay for or provide appropriate liability and other types of insurance to cover the acts of the Board of Trustees of the Fund.
- (e) To contract with appropriate professional service providers to meet the purposes of the Fund, and to expend funds for the reasonable operating and administrative expenses of the Fund, including but not limited to, all reasonable and necessary expenses which may be incurred in connection with the establishment of the Fund, in connection with the employment of such administrative, legal, accounting, and other expert or clerical assistance to the Fund, and in connection with the leasing and purchase of such premise, material, supplies and equipment as the Board, in its discretion, may deem necessary for or appropriate to the performance of its duties, or the duties of the Administrator or the other agents or employees of the Fund.
- (f) To pay claims the Fund becomes legally obliged to pay pursuant to the Coverage Agreements entered into by and between the Fund and participating Members.
- (g) To establish and accumulate as part of the Fund adequate reserves to carry out the purposes of the Fund.
- (h) To pay premiums on, and to otherwise secure or provide, insurance products that are ancillary to the coverages authorized by this Agreement.
- (i) To invest and reinvest funds that may come into the possession of the Fund.
- (j) To assume the assets and liabilities of the Fund.
- (k) To take such actions and expend such funds as are reasonably necessary to facilitate the cessation of the business of the Fund.
- (l) To exercise such powers that are authorized to be exercised by trustees under and pursuant to the laws of Florida.
- (m) To take such other action and expend such funds as are reasonably necessary to accomplish the purposes of the Fund.

5.7 APPROVAL OF MEMBERS. The Board of Trustees, after the inception of the Fund, shall receive applications for membership from prospective new participants in the Fund and shall approve applications for membership in accordance with the terms of this Agreement, any Participation Agreement, applicable federal and state statutes and rules and regulations, and the rules and regulations established by the Board of Trustees for the admission of new members into the Fund; provided, however, no prospective member may

participate in the Fund unless such prospective member is a public agency of the state. As used herein, the phrase “public agency” includes, but is not limited to, the state, its agencies, counties, municipalities, special districts, school districts, and other governmental entities; the independent establishments and constitutional officers of the state, counties, municipalities, school districts, special districts, and other governmental entities; and corporations primarily acting as instrumentalities or agencies of the state, counties, municipalities, special districts, school districts, and other governmental entities. The Board of Trustees shall be the sole judge of whether or not an applicant for membership shall be eligible to participate in the Fund; provided, however, the Board of Trustees may delegate the functions associated with approval of Members to the Administrator.

- 5.8 REPORTING.** The Board of Trustees shall be responsible for and shall cause to be prepared and filed such annual or other periodic audits, reports and disclosures as may be required from time to time pursuant to applicable federal and state statutes and rules and regulations, including, but not limited to, periodic payroll audits, periodic summary loss reports, periodic statements of financial condition, certified audits, appropriate applications filed by prospective new members, reports as to financial standings, payroll records, reports relating to coverage, experience, loss and compensation payments, summary loss data statements, periodic status reports, and any other such reports as may be required from time to time to accomplish the purpose of the Fund or to satisfy the requirements of appropriate governmental entities.
- 5.9 TRUSTEES’ LIABILITY.** The Trustees and their agents and employees shall not be liable for any act of omission or commission taken pursuant to this Agreement unless such act constitutes a willful breach of fiduciary duties nor shall any Trustee be liable for any act of omission or commission by any other Trustee or by any employee or agent of the Fund. The Fund hereby agrees to save, hold harmless and indemnify the Trustees and their agents and employees for any loss, damage or expense incurred by said persons or entities while acting in their official capacity on behalf of the Fund, unless such action constitutes a willful breach of fiduciary duties.
- 5.10 RELIANCE ON COUNSEL’S OPINION.** The Board of Trustees may employ and consult with legal counsel concerning any questions which may arise with reference to the duties and powers of the Board of Trustees or with reference to any other matter pertaining to this Agreement or the Fund created thereby; and the opinion of such counsel shall be full and complete authorization and protection from liability arising out of or in respect to any action taken or

suffered by the Board of Trustees or an individual Trustee acting hereunder in good faith and in accordance with the opinion of such counsel.

- 5.11 BY-LAWS, RULES AND REGULATIONS.** The Board of Trustees may adopt and enforce such by-laws, rules and regulations as between the Members of the Fund and the Fund governing the operation of the Fund as are consistent with the terms of this Agreement and as are reasonably necessary to accomplish the purposes of the Fund.

SECTION VI

POWERS AND DUTIES OF THE ADMINISTRATOR

- 6.1 RESPONSIBILITIES.** The Administrator shall have the power and authority to implement the directives of the Board of Trustees and the policy matters set forth by the Board of Trustees as they relate to the on-going operation and supervision of the Fund, the by-laws, rules and regulations established by the Board of Trustees, the provisions of this Agreement, and applicable federal and state statutes, rules and regulations. The powers, duties and responsibilities of the Administrator retained by the Board of Trustees shall be set forth in an Administrative Agreement executed between the Board of Trustees and the Administrator.
- 6.2 CONTRIBUTIONS.** The Administrator shall deposit into the account or accounts designated by the Board of Trustees, at the financial institution or institutions designated by the Board of Trustees, all contributions as and when collected from the Members and said monies shall be disbursed only in the manner provided by this Agreement, the Coverage Agreements, the rules, regulations and by-laws of the Board of Trustees, and the Agreement entered into by and between the Board of Trustees and the Administrator.

SECTION VII

MEMBERS

- 7.1 MEMBERSHIP CANCELLATION, SUSPENSION OR EXPULSION.** The Board of Trustees shall be the sole judge of whether membership in the Fund may be cancelled, or whether a member may be suspended or expelled from the Fund; provided, however, the Board of Trustees may delegate the functions associated with cancellation, suspension or expulsion of a Member to the Administrator. Written notice of any such cancellation, suspension or expulsion shall be provided by the Fund to the member no less than thirty

(30) days prior to the effective date of such cancellation, suspension or expulsion, and no liability under this Agreement or any other agreement, certificate, document, or other instrument executed by the Fund and the member pursuant to this Agreement, shall accrue to the Fund following the effective date of such cancellation, suspensions or expulsion. The minimal notice provisions of this paragraph shall not apply in the event a member fails to make the requisite contributions for coverages under this Agreement when such contributions are due.

- 7.2** **RESPONSIBILITIES OF MEMBERS.** By execution of a Participation Agreement agreeing to be bound by the terms and conditions of this Amended Interlocal Agreement, each Member agrees to abide by the following rules and regulations:
- (a) The Trustees have the sole responsibility to govern and direct the affairs of the Fund pursuant to this Agreement.
 - (b) Any Member who formally applies for Membership in this Fund, and who is accepted by the Board of Trustees, shall thereupon become a party to this Amended Interlocal Agreement and shall be bound by all of the terms and conditions contained herein. The Participation Agreement shall constitute a counterpart of this Amended Interlocal Agreement, and this Amended Interlocal Agreement shall constitute a counterpart of the Participation Agreement.
 - (c) To maintain a reasonable loss prevention program in order to provide the maximum in safety and lawful practices as such may relate to the potential liability assumed by the Fund under this Agreement or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.
 - (d) To comply with the conditions of the Florida Workers' Compensation Law.
 - (e) To provide immediate notification in the event an accident or incident occurs which is likely to give rise to a claim within the scope of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.
 - (f) To promptly make all contributions for coverages arising under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement, at the time and in the manner directed by the Board of Trustees.

Said contributions may be reduced by any discount, participation credit, or other contribution reduction program established by the Board of Trustees.

(g) In the event of the payment of any loss by the Fund on behalf of the Member, the Fund shall be subrogated to the extent of such payment to all the rights of the Member against any party or other entity legally responsible for damages resulting from said loss, and in such event, the Member hereby agrees, on behalf of itself, its officers, employees and agents, to execute and deliver such instruments and papers as is required, and do whatever else is reasonably necessary, to secure such right to the Fund, and to cooperate with and otherwise assist the Fund as may be necessary to effect any recovery sought by the Fund pursuant to such subrogated rights.

(h) The Board of Trustees, its Administrator, and any of their agents, servants, employees or attorneys, shall be permitted at all reasonable times and upon reasonable notice to inspect the property, work places, plants, works, machinery and appliance covered pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and shall be permitted at all reasonable times while the Member participates in the Fund, and up to and including two (2) years following the termination of its membership in the Fund, to examine the Members' books, vouchers, contracts, documents and records of any and every kind which show or tend to show or verify any loss that may be paid or may have been paid by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, or which show or verify the accuracy of any contribution which is paid or payable by the Member pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(i) The Fund is to defend in the name and on behalf of the Member any claims, suits or other legal proceedings which may at any time be instituted against the Member on account of bodily injury liability, property damage, property damage liability, errors and omissions liability or any other such liability, monetary or otherwise, to the extent such defense and liability has been assumed by the Fund pursuant to his Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, subject to any and all of the definitions, terms, conditions and exclusion contained in said

agreements, or any other agreement, certificate, document, or other instruments, although such claims, suits, allegations or demands are wholly groundless, false, fraudulent, and to pay all costs taxed against the Member in any such legal proceedings defended by the Fund or the Member, all interest, if any, legally accruing before and after entry of judgment in such proceedings, and all expense incurred in the investigation, negotiation or defense of such claims, suits, allegations or demands. Such defense shall be subject to the control of the Fund and its Administrator, which may make such investigations and settlement of any such claim, suit, or other legal proceeding, monetary or otherwise, as they deem expedient. The Member agrees to cooperate fully with the Fund, its administrator and their agents, with respect to the investigation, adjustment, litigation, settlement and defense of any claim, suit, or other legal proceeding, monetary or otherwise, which would be covered by the terms of this Agreement and/or any policies of insurance, excess insurance or re-insurance which have been purchased to provide protection against such claims and liabilities. The Member acknowledges that failure to cooperate fully in the investigation, defense or litigation of such claims, suits, or liabilities may constitute grounds for denial of coverage pursuant to this Agreement and/or the applicable policies of insurance.

(j) The liability of the Fund is specifically limited to the discharge of the liability of its Members assumed pursuant to this Agreement or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement; the coverage of the Fund does not apply to punitive or exemplary damages.

(k) Unless the Fund and the Member otherwise expressly agree in writing, coverage by the Fund for a Member under the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire automatically on the last day of September of each calendar year, and no liability under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall accrue to the Fund beyond such expiration date unless such Member renews its coverage.

(l) Except as otherwise provided herein, a Member's coverage may be cancelled by the Fund or the Member at any time upon no less than thirty (30) days prior written notice by the Board of Trustees or Administrator to

the Member, or by the Member to the Board of Trustees. The notice shall state the date such cancellation shall become effective.

(m) Excess monies remaining after the payment of claims and claims expenses, and after provision has been made for the payment of open claims and outstanding reserves, may be distributed by the Board of Trustees to the Members participating in the Fund in such manner as the Board of Trustees shall deem to be equitable.

(n) There will be no disbursements out of the reserve fund established by the Fund by way of dividends or distributions of accumulated reserves to Members until after provision has been made for all obligations against the Fund and except at the discretion of the Board of Trustees.

(o) Qualified service providers, including attorneys selected by the Fund, shall defend, investigate, settle and otherwise process and dispose of all claims, suits, allegations or demands that may result in liability assumed by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(p) The Member, through the Board of Trustees, does hereby appoint the Administrator as its agent and attorney-in-fact, to act on its behalf and to execute all necessary contracts, reports, waivers, agreements, excess insurance contracts, service contracts, and other documents reasonably necessary to accomplish the purposes and to fulfill the responsibilities of the Fund; to make or arrange for the payment of claims, claims expenses, and all other matters required or necessary insofar as they affect the matters covered pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and the rules and regulations now or hereafter promulgated by the Board of Trustees.

(q) To make prompt payment of all contributions and penalties as required by the Board of Trustees, said contributions or penalties to be determined by the Board of Trustees. Any disputes concerning contributions or penalties shall be resolved after the payment of said contributions or penalties.

(r) To pay reasonable penalties as determined by the Board of Trustees for late payment of contributions required under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(s) Coverage by the Fund under the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire and be cancelled, upon no less than ten (10) days prior written notice from the Fund to the Member, for nonpayment of contributions.

(t) To abide by all the terms and conditions of this Agreement, the Participation Agreement, the Fund's by-laws, the rules and regulations, the terms of any coverage document issued by the Fund to the Member, and any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(u) Each Member voluntarily transfers to the Trust any rights and privileges such Member enjoys under the laws of the State of Florida, including Sections 163.01, and 768.28, Florida Statutes, and specifically those statutory provisions pertaining to such Member's sovereign immunity and the applicable limitations of the Member's liability to \$100,000.00 per individual claim, and to \$200,000.00 for multiple claims, arising out of the same transaction. The purchase of insurance or indemnity hereunder shall not be deemed or be construed as a waiver of sovereign immunity by the Members.

SECTION VIII

ACCOUNTING

True and complete accounts shall be kept of all transactions and of all assets and liabilities of the Trust. The accounts of the Trust shall be audited annually by a firm of independent certified public accountants, which shall be selected by the Board of Trustees.

SECTION IX

DURATION

This Agreement shall continue in full force and effect until it is terminated by the mutual consent of all the Members; provided, however, that this Section IX shall not be construed to preclude the termination and winding up of the Trust within the discretion of the Board of Trustees, or the amendment of this Agreement pursuant to Section X.

SECTION X
AMENDMENT

This Agreement may be amended upon the written consent of the Members of the Fund. Execution of a Participation Agreement or renewal of coverages provided by the Fund shall constitute such written consent.

SECTION XI
STATUTES, RULES AND REGULATIONS

The Trust shall at all times act in accordance with the provisions of statutes, rules and regulations of the State of Florida.

SECTION XII
MISCELLANEOUS PROVISIONS

- 12.1 PROHIBITION AGAINST ASSIGNMENT.** No Member may assign any right, claim, or interest it may have under this Agreement, or any coverage term, and no creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, funds, or assets of the Trust except as specifically may be agreed to by the Trust.
- 12.2 APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the statutes, rules and regulations of the State of Florida, and all questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the State of Florida.
- 12.3 ENFORCEMENT.** The Trust and its Members shall have the power to enforce this Agreement by action brought in any court of appropriate jurisdiction within the State of Florida.
- 12.4 SEVERABILITY.** If any term or provision of this Agreement, or the application of such term or provision to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be effected, and each term or provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
- 12.5 CONSTRUCTION.** Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neutral gender in all situations where they would so apply.

Whenever any words are used in this Agreement in the singular, they shall be construed as though they were also used in the plural from in all situations where they would so apply. Whenever any words are used in this Agreement in the plural form, they shall be construed as they thought were used in the singular form in all situations where they would so apply.

- 12.6 FISCAL YEAR.** The Fund shall operate on a fiscal year from 12:01 a.m., October 1, to midnight the last day of September of the succeeding year. Application for membership, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless cancelled by the Board of Trustees or the participating Member in the manner herein provided.

By execution of the attached Participation Agreement or renewal of coverages provided by the Fund, and upon acceptance by the Board of Trustees, or their designated agent, the Member agrees to be fully bound by the terms and conditions of the Amended Interlocal Agreement, effective October 1, 2004, and thereafter.

**AMENDMENT "A" TO THE
AMENDED INTERLOCAL AGREEMENT
CREATING
THE PREFERRED GOVERNMENTAL INSURANCE TRUST**

WHEREAS, Section X of the Amended Interlocal Agreement Creating The Preferred Governmental Insurance Trust (alternatively "Preferred", "Fund" or "Trust") provides that the Interlocal Agreement may be amended by the members of Preferred, and that execution of either a Participation Agreement or an Agreement for Renewal of Coverage shall constitute written consent to such amendment; and

WHEREAS , in order to protect the integrity of Preferred, its continued success and provide security as to its operation and administration, it is essential that the provisions of the Interlocal Agreement, relating to who may serve as a Trustee of Preferred, be fully compliant with applicable Florida Statutes;

NOW, THEREFORE , by execution of a Participation Agreement or Agreement for Renewal of Coverage, the Members of Preferred do hereby amend subsection 5.1 of the Amended Interlocal Agreement to read as follows:

5.1 NUMBER AND QUALIFICATION OF TRUSTEES. The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Upon initial election to the Board of Trustees, a Trustee shall be a local elected official of a member of the Trust. No two (2) Trustees may be local elected officials from the same governmental entity. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as a local elected official. Following a Trustees' initial term of office, such Trustee may continue to serve as a Trustee of Preferred provided: (1) such Trustee holds an office as an elected local official (as required by s. 624.4622(1) (d) Florida Statutes); and (2) a majority of the Board of Trustees, in their sole discretion, determine that it is in the best interest of the Trust that such Trustee continue to serve as a Trustee of Preferred, and so elects such Trustee to continue to serve a successive term, or terms. Each and every Trustee named, and each successor Trustee, shall acknowledge and consent to their election as a Trustee by giving written notice of acceptance of such election to the Chairman, or acting Chairman, of the Board of Trustees.

Effective Date: October 1, 2013

**AMENDMENT “B” TO THE
AMENDED INTERLOCAL AGREEMENT
CREATING
THE PREFERRED GOVERNMENTAL INSURANCE TRUST**

WHEREAS, Section X of the Amended Interlocal Agreement Creating The Preferred Governmental Insurance Trust (alternatively “Preferred”, “Fund” or “Trust”) provides that the Amended Interlocal Agreement may be amended by the members of Preferred, and that execution of either a Participation Agreement or an Agreement for Renewal of Coverage shall constitute written consent to such amendment; and

WHEREAS, due to legislative changes to Florida Statutes over time, it is necessary to amend certain provisions of the Amended Interlocal Agreement to be fully compliant with applicable amended Florida Statutes;

NOW, THEREFORE, by execution of a Participation Agreement or Agreement for Renewal of Coverage, the Members of Preferred do hereby amend the Amended Interlocal Agreement set forth as follows:

1. Sections 3.1 and 3.5 of the Amended Interlocal Agreement, references to Section 768.28(15)(a), are hereby amended and restated to read 768.28(**16**)(a).
2. Section 7.2(u) of the Amended Interlocal Agreement is hereby fully amended and restated as follows:

Each Member voluntarily transfers to the Trust any rights and privileges such Member enjoys under the laws of the State of Florida, including Sections 163.01, and 768.28, Florida Statutes, and specifically those statutory provisions pertaining to such Member’s sovereign immunity and the applicable limitations of the Member’s liability set forth therein as amended from time to time. The purchase of insurance or indemnity hereunder shall not be deemed or be construed as a waiver of sovereign immunity by the Members.

3. Except as expressly modified and amended hereby, the terms and conditions of the Amended Interlocal Agreement are hereby ratified and affirmed and shall remain in full force and effect, and the parties promise to continue to perform all obligations of the Amended Interlocal Agreement.

Effective Date: October 1, 2025

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Michelle Heiser, Town Manager

Subject: Approval of Professional Services Agreement with Due North Consulting Group

The Town is seeking Commission approval of a Professional Services Agreement with Due North Consulting Group LLC to provide ongoing financial and accounting services to the Town at a fixed cost of \$48,000 annually, or \$4,000 per month. The proposed agreement represents a continuation of the Town's objective to maintain a lean and efficient municipal operation, utilizing private-sector expertise where appropriate rather than automatically expanding the Town's permanent staffing structure. As the Commission is aware, the FY 2025 audit memorializes the Town's need for expanded financial professional skills.

The Town has previously evaluated outsourcing financial and accounting functions. During that earlier review in 2025, the Commission considered proposals from multiple accounting firms with annual costs generally ranging from approximately \$100,000 to \$160,000. In the best interests of the Town, staff continued to explore whether the Town could obtain the governmental accounting expertise it requires through a model that was better scaled to the needs and financial resources of a small municipality.

Due North Consulting Group currently provides services to other small municipalities in the area and understands the operational and budgetary environment of communities such as Ocean Ridge. The proposed agreement provides the Town with ongoing professional financial support for \$48,000 annually, substantially below the pricing presented during the Town's prior review of outsourced accounting services.

Under the agreement, Due North will be responsible for a broad range of the Town's internal financial operations, including:

- Payment and processing of invoices;
- Reconciliation and maintenance of the general ledger;
- Bank reconciliations and management of bank accounts and accounting records;
- Preparation of monthly and quarterly financial reports;
- Preparation of financial records and reports associated with the annual budget;
- Preparation and coordination of financial records associated with the annual audit;
- Management of other financial matters of the Town;
- Enhancement of internal controls and financial processes; and

- Compliance with required financial reporting and implementation of applicable accounting standards.

Services are expected to be performed through a combination of remote and in-person work, with the current operational plan providing for on-site support at Town Hall approximately two days per week, supplemented by remote services as necessary. The agreement provides the Town Manager flexibility to determine the specific hours and manner in which services are performed in consultation with the contractor. This arrangement is intended to work in conjunction with, rather than replace, the Town's independent audit and other specialized financial professionals. Due North will support the preparation and maintenance of the Town's financial records so that the Town is positioned for its annual audit and applicable governmental accounting and financial reporting requirements.

Importantly, Due North will serve as an independent contractor and not as a Town employee. As such, the Town will not incur the additional costs associated with health insurance, paid leave, retirement contributions, or other employee benefits that accompany the creation of another full-time position.

The agreement automatically renews each fiscal year unless terminated and may be terminated by either party upon 30 days' written notice, providing the Town with flexibility should its operational needs change. Any future fee adjustment would be considered in conjunction with the Town's annual budget process.

The proposed model provides the Town with experienced governmental financial and accounting capacity while avoiding the long-term personnel costs associated with adding another full-time position. Staff believes this approach appropriately balances professional expertise, financial accountability, organizational flexibility, and fiscal responsibility, while supporting the Town's broader goal of maintaining a lean municipal organization.

Budget impact: this has been accounted for in the proposed budget for fiscal year 2027.

Staff recommends approval of the professional services agreement for financial services with Due North Consulting Group.

Suggested Motion: I move to approve.

Respectfully,
Michelle Heiser, Town Manager



PROPOSAL – FINANCIAL CONSULTING AGREEMENT

Prepared for:

Town of Ocean Ridge
Michelle Heiser, Town Manager

Prepared by:

Due North Consulting Group LLC
Sean O'Brien, Principal



DUE NORTH
CONSULTING GROUP

July 30, 2026

Michelle Heiser, Town Manager
Town of Ocean Ridge
6450 N Ocean Blvd
Ocean Ridge, FL 33435

Dear Michelle,

It is my pleasure to submit the attached proposal outlining the consulting services Due North Consulting Group can provide to the Town of Ocean Ridge.

As discussed, the proposal is for the outsourcing of financial and accounting services, which will include payment of invoices, reconciling and maintaining the general ledger, preparation of financial records and reports related to the budget preparation and the annual audit, reconciliation of bank statements, preparation of monthly and quarterly reports, management of bank accounts and accounting records, and management of financial matters pertaining to the Town of Ocean Ridge. The proposal also includes making enhanced improvements to internal controls and processes, compliance with all required financial reporting requirements and the implementation of accounting standards.

The proposed fixed fee for these services is \$48,000 annually, payable in monthly installments of \$4,000.

Beyond this initial project, the Town of Ocean Ridge may engage Due North for additional services under the terms outlined in the attached contract. These services will be billed at an hourly rate of \$150 or at a flat project-based rate, as agreed upon by both parties in writing.

Please review the attached contract and let me know if you have any questions or if any adjustments are needed.

I look forward to the opportunity to work with you and support the Town of Ocean Ridge.

Best regards,

CONSULTING AGREEMENT

This Agreement is made effective as of _____, 2026, by and between Town of Ocean Ridge, 6450 N Ocean Blvd, Ocean Ridge, Florida 33435 ("Town of Ocean Ridge"), and Due North Consulting Group LLC, 29 Via Del Corso, Palm Beach Gardens, Florida 33418 ("Due North").

Town of Ocean Ridge desires to employ the financial and accounting services provided by Due North.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on _____, 2026, Due North will provide the financial and accounting services (collectively, the "Services") to Town of Ocean Ridge. The Services shall include payment of invoices, reconciling and maintaining the general ledger, preparation of financial records and reports related to the budget preparation and the annual audit, reconciliation of bank statements, preparation of monthly and quarterly reports, management of bank accounts and accounting records, and management of financial matters pertaining to the Town of Ocean Ridge.
2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Due North shall be determined by the Town Manager in consultation with Due North.
3. PAYMENT. Town of Ocean Ridge will pay a fee to Due North for the Services in the amount of \$48,000.00. This fee shall be payable in monthly installments of \$4,000.00.
4. TERM/TERMINATION. The Agreement shall be automatically renewable each Fiscal Year of the Town of Ocean Ridge, unless otherwise terminated by either party. The Town of Ocean Ridge will consider fee adjustments commencing with each Fiscal Year to compensate for market conditions and anticipated type and amount of work to be performed during the Fiscal Year. The Town of Ocean Ridge in its adopted Fiscal Year Budget will approve such evidence of fee adjustments.

This Agreement may be terminated by either party for convenience or cause upon thirty (30) days written notice to the other party.

5. RELATIONSHIP OF PARTIES. It is understood by the parties that Due North is an independent contractor with respect to Town of Ocean Ridge, and not an employee of Town of Ocean Ridge. Town of Ocean Ridge will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Due North.
6. DISCLOSURE. Due North is required to disclose in writing any outside activities or interests, including ownership or participation in any activities that conflict or may conflict

with the best interests of Town of Ocean Ridge. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any activity that Due North may be involved with on behalf of Town of Ocean Ridge.

7. INDEMNIFICATION. Due North agrees to indemnify and hold harmless Town of Ocean Ridge from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Town of Ocean Ridge that result from the acts or omissions of Due North's employees, if any, and Due North's agents.
8. RETURN OF RECORDS. Upon termination of this Agreement, Due North shall promptly deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Due North's possession or under Due North's control and that are Town of Ocean Ridge's property or relate to Town of Ocean Ridge's business.
9. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for Town of Ocean Ridge:

Town of Ocean Ridge
Michelle Heiser, Town Manager
6450 N Ocean Blvd
Ocean Ridge, Florida 33435

If for Due North:

Due North Consulting Group LLC
Sean O'Brien, Principal
29 Via Del Corso
Palm Beach Gardens, FL 33418

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
11. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
12. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and

enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced so as limited.

13. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
14. **APPLICABLE LAW.** This Agreement shall be governed by laws of the State of Florida. Venue for any and all legal action to enforce this Agreement shall be Palm Beach County, Florida. Each party expressly waives the right to a trial by jury.
15. **PROFESSIONAL LIABILITY INSURANCE.** Due North will carry not less than one million dollars of professional liability insurance and shall provide a certificate of insurance to the Town Manager at the beginning of each fiscal year of this Agreement.
16. **ASSIGNMENT.** Due North agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement.
17. **SIGNATORIES AND EFFECTIVE DATE.** This Agreement shall be signed on behalf of Town of Ocean Ridge by Michele Heiser, Town Manager, and on behalf of Due North by Sean O'Brien, Principal, and shall be effective as of the date first above written.

Town of Ocean Ridge

By: _____
Michele Heiser
Town Manager

Date: _____

Due North Consulting Group LLC

By: _____
Sean O'Brien
Principal

Date: _____

Agenda: Monday, September 14, 2026
Memo: Item #16.

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

Subject: Approval of Settlement re: *James Cooksey v. Town of Ocean Ridge*

On July 17, 2023, former Ocean Ridge property owner, James Cooksey, filed a lawsuit against the Town regarding a 2022 code enforcement (community standards) lien recorded against Mr. Cooksey's property at 23 Coconut Lane (15th Judicial Circuit Case No. 50-2023-CA-012066XXXXMB). Specifically, Mr. Cooksey asserted a constitutional challenge to the ordinance provisions for which the property was found in violation of by the Town's special magistrate. Initially, the trial court dismissed the lawsuit and Mr. Cooksey appealed. The appellate court reversed the trial court's dismissal finding that Mr. Cooksey also alleged a due process challenge that was not addressed by the trial court. In 2026, the trial court authorized Mr. Cooksey to amend his lawsuit to assert his due process challenge, which included an assertion that Mr. Cooksey never received the magistrate's order finding the property in violation. The Town at that point could not find or locate any direct evidence of sending the magistrate's order by certified mail to Mr. Cooksey's address of record.

During the pendency of this case, in 2024, Mr. Cooksey decided to sell his property and paid off the 2022 code enforcement lien along with interest asserted by the Town, administrative fees, and two other liens that were recorded against his property. Mr. Cooksey paid the Town approximately \$125,000 towards the liens, administrative fees, and interest.

In 2026, the Town and Mr. Cooksey were ordered to non-binding arbitration by the trial court after not reaching a settlement at mediation. The arbitrator found in Mr. Cooksey's favor and recommended awarding Mr. Cooksey over \$207,000 for the amounts paid towards the 2022 lien, prejudgment interest, attorneys' fees and costs.

After receiving the arbitrator's decision, the Town's outside counsel, James Jimenez, negotiated a settlement with Mr. Cooksey in which the Town would pay Mr. Cooksey **\$172,500** and receive a **full general release from Mr. Cooksey**. The settlement is subject to Town Commission approval.

The undersigned recommends approving the settlement with Mr. Cooksey as it avoids the risk of a jury trial, expenditure of additional Town funds for outside counsel (currently covered by insurance), and the potential exposure of a jury award above the \$207,000 recommended by the arbitrator.

Staff recommends approval with funds coming from Reserves to cover the costs of the settlement and any additional fees associated with the settlement.

Suggested Motion: Move to approve.

Respectfully,
Christy Goddeau, Town Attorney

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

Subject: Renewal of Employee Medical Insurance

Employee Group Medical Benefits — FY 2026-2027 Renewal

Effective October 1, 2026, the Town's group medical plan (Florida Blue BlueOptions PPO 14002, administered through Gehring Group) renews with a premium increase, but under this approach the Town holds employee-paid contributions flat and absorbs the entire increase through the Town's employer contribution. The actual overall increase of 6.8% is less than the originally projected 15% presented in initial drafts of the budget. The current draft budget now includes this reduced amount.

Key points:

- Employee contributions for medical coverage remain unchanged across all four tiers (Employee Only, Employee + Spouse, Employee + Child(ren), Employee + Family), holding at \$53,651 annually — a 0.0% change from the current plan year.
- The Town's employer-paid share of medical premiums increases from \$443,837 to \$486,142, a rise of \$42,305, or 9.5%.
- Combined (employee + employer) medical program cost increases from \$497,488 to \$539,793, a total increase of \$42,305, or 8.5%.
- The plan continues to cover 30 lives across the four enrollment tiers, with no change in plan design, carrier, or network (Florida Blue BlueOptions PPO 14002).

Combined benefits package (medical, dental, vision, life/AD&D, STD, LTD):

- Employee contributions across the full benefits package remain unchanged at \$57,571 (0.0%).
- The Town's total annual benefit cost increases from \$487,606 to \$524,925, an increase of \$37,319, or 7.7%.
- This net increase reflects the medical renewal increase (\$42,305) and a modest dental increase (\$951), offset partially by rate decreases in Short Term Disability (-\$1,250, -

14.8%) and Long Term Disability (-\$4,687, -34.5%); vision and Basic Life/AD&D rates are unchanged.

- Combined total program cost (employee + employer, all lines) rises from \$545,177 to \$582,496, an increase of \$37,319, or 6.8%.

Budgetary impact: Under the no-change-to-employee-contribution approach, the Town's General Fund (and any other funds allocating benefit costs) should budget for the increased employer contribution amount of \$524,925 for FY2027 medical/dental/vision/life/disability coverage, an increase of \$37,319 over the FY2026 budgeted employer cost of \$487,606.

Staff recommends approval.

Suggested Motion: I move to approve.

Respectfully,
Michelle Heiser, Town Manager

Medical Insurance Renewal Evaluation

Effective Date: October 1, 2026

		CURRENT 2025-2026		RENEWAL 2026-2027	
Medical		Florida Blue BlueOptions 14002		Florida Blue BlueOptions 14002	
Plan Year Deductible (PYD)		In Network	Out of Network	In Network	Out of Network
Individual		\$0	\$500	\$0	\$500
Family		\$0	\$1,000	\$0	\$1,000
Embedded / Non-Embedded		Embedded		Embedded	
Out of Pocket Maximum					
Individual		\$3,500	\$7,000	\$3,500	\$7,000
Family		\$7,000	\$14,000	\$7,000	\$14,000
Coinsurance		0%	50%	0%	50%
Office Visits					
Physician Office Visit		\$15	50% after PYD	\$15	50% after PYD
Specialist Visit		\$30	50% after PYD	\$30	50% after PYD
Preventive Services (Wellness)		No Charge	50%	No Charge	50%
Laboratory Services / Minor Diagnostic		ICL: \$0 / IDTC: \$75	50% after PYD	ICL: \$0 / IDTC: \$75	50% after PYD
Advanced Imaging (CT, PET, MRI)		\$150	50% after PYD	\$150	50% after PYD
Urgent Care Center		\$35	\$35 + PYD	\$35	\$35 + PYD
Hospital					
Inpatient Facility (per Admission)		\$300 / day up to \$900	50% after PYD	\$300 / day up to \$900	50% after PYD
Outpatient Services		ASC: \$200 / Hosp: \$250	50% after PYD	ASC: \$200 / Hosp: \$250	50% after PYD
Physician Services at Hospital		No Charge	No Charge	No Charge	No Charge
Emergency Room		\$150		\$150	
Mental Health / Substance Abuse					
Inpatient Facility		No Charge	PYD	\$300 / day up to \$900	50% after PYD
Outpatient Services (OV/Other)		No Charge	50% after PYD	\$15 / \$250	50% after PYD
Prescription Drugs					
Tier 1		\$0 / \$4 / \$10		\$0 / \$4 / \$10	
Tier 2		\$15 / \$30		\$15 / \$30	
Tier 3		\$50	Not Covered	\$50	Not Covered
Specialty		\$150		\$150	
Mail Order (90-Day Supply)		2x Retail		2x Retail	
Lives		Monthly Rates		Monthly Rates	
Employee	23	\$1,083.85		\$1,176.02	
Employee + Spouse	2	\$2,167.71		\$2,352.04	
Employee + Child(ren)	3	\$2,005.13		\$2,175.63	
Family	2	\$3,088.98		\$3,351.65	
Total Monthly Premium	30	\$41,457		\$44,983	
Total Annual Premium		\$497,488		\$539,793	
\$ Increase / (Decrease)		N/A		\$42,305	
% Increase / (Decrease)		N/A		8.5%	

Town of Ocean Ridge
Dental Insurance Renewal Evaluation
Effective Date: October 1, 2026

		CURRENT 2025-2026		RENEWAL 2026-2027	
DENTAL SCHEDULE OF BENEFITS		Mutual of Omaha Dental PPO Plan		Mutual of Omaha Dental PPO Plan	
<u>Plan Basics</u>		<i>In-Network</i>	<i>Non-Network</i>	<i>In-Network</i>	<i>Non-Network</i>
Calendar Year Maximum		\$2,000		\$2,000	
<u>Annual Deductible</u>					
Individual		\$50	\$50	\$50	\$50
Family		3x Individual	3x Individual	3x Individual	3x Individual
Deductible Waived for Preventive Services		Yes	Yes	Yes	Yes
<u>Benefits</u>					
Preventive		100%	100%	100%	100%
Basic		80%	80%	80%	80%
Major		50%	50%	50%	50%
Orthodontia		N/A	N/A	N/A	N/A
Orthodontia Age		N/A		N/A	
<u>Service Information</u>					
Out of Network Benefits Payable Level		MAC		MAC	
Waiting Period for Major Services (Timely Entrants)		None		None	
Endodontics/Periodontics Payable Level		Basic		Basic	
Orthodontic Lifetime Maximum		N/A		N/A	
Rate Guarantee		Expires 9/30/2026		Expires 9/30/2028	
Monthly Rates	Enroll				
Employee	23	\$32.47		\$34.09	
Employee + Spouse	4	\$74.06		\$77.76	
Employee + Children	2	\$81.96		\$86.06	
Employee + Family	3	\$126.68		\$133.01	
Monthly Premium	32	\$1,587		\$1,666	
Annual Premium		\$19,044		\$19,995	
\$ Increase / (Decrease)		N/A		\$951	
% Increase / (Decrease)		N/A		5.0%	

Town of Ocean Ridge

Vision Insurance Renewal Evaluation

Effective Date: October 1, 2026

		CURRENT 2025-2026		RENEWAL 2026-2027	
VISION SCHEDULE OF BENEFITS		Mutual of Omaha EyeMed		Mutual of Omaha EyeMed	
Frequency		In Network	Out of Network	In Network	Out of Network
Exam Copay		12 Months		12 Months	
Lenses		12 Months		12 Months	
Frames		24 Months		24 Months	
Exams		Copay	Reimbursement	Copay	Reimbursement
Eye Exam		\$10	Up to \$37	\$10	Up to \$37
Materials		\$10	Varies	\$10	Varies
Glasses					
Single Lenses		\$10	Up to \$32	\$10	Up to \$32
Bifocal Lenses		\$10	Up to \$48	\$10	Up to \$48
Trifocal Lenses		\$10	Up to \$76	\$10	Up to \$76
Frames		\$175 Allowance + 20% off Balance	Up to \$77	\$175 Allowance + 20% off Balance	Up to \$77
Contacts					
Contact Lenses (Elective)		\$175 Allowance + 15% off Balance	Up to \$119	\$175 Allowance + 15% off Balance	Up to \$119
Contact Lenses (Medically Necessary)		No Charge	Up to \$210	No Charge	Up to \$210
Rate Guarantee		Expires 9/30/2026		Expires 9/30/2027	
Monthly Rates	Enroll				
Employee	22	\$6.48		\$6.48	
Employee + Spouse	4	\$15.20		\$15.20	
Employee + Child(ren)	3	\$17.01		\$17.01	
Employee + Family	2	\$25.98		\$25.98	
Monthly Premium	31	\$306		\$306	
Annual Premium		\$3,676		\$3,676	
\$ Increase / (Decrease)		N/A		\$0	
% Increase / (Decrease)		N/A		0.0%	

Basic Life and AD&D Insurance Renewal Evaluation

Effective Date: October 1, 2026

	CURRENT 2025-2026	RENEWAL 2026-2027
Basic Life/AD&D	Mutual of Omaha	Mutual of Omaha
Class Description		
Class 1	Active, Full-Time Employees Working At Least 30 Hours Per Week	All Other Active, Full-Time Employees Working At Least 30 Hours Per Week
Class 2	All Eligible Chartered Employees Working At Least 30 Hours Per Week	All Eligible Chartered Employees Working At Least 30 Hours Per Week
Features		
Employee Life Benefit	Class 1: Flat \$25,000 Class 2: \$50,000	Class 1: Flat \$25,000 Class 2: \$50,000
Accelerated Benefit	Up to 80% of Benefit	Up to 80% of Benefit
Waiver of Premium	Included	Included
Conversion	Included	Included
Age Reduction Schedule (Reduced By)	None	None
Rate Guarantee	Expires 9/30/2026	Expires 9/30/2027
Basic Life Rate / \$1,000	\$0.240	\$0.240
AD&D Rate / \$1,000	\$0.040	\$0.040
Total Basic Life and AD&D Rate	\$0.280	\$0.280
Estimated Basic Life and AD&D Volume	\$875,000	\$875,000
Monthly Premium	\$245	\$245
Annual Premium	\$2,940	\$2,940
\$ Increase / (Decrease)	N/A	\$0
% Increase / (Decrease)	N/A	0.0%

Town of Ocean Ridge
Short Term Disability Renewal Evaluation
Effective Date: October 1, 2026

CURRENT 2025-2026

RENEWAL 2026-2027

Short Term Disability	Mutual of Omaha	Mutual of Omaha
Eligible Employees	Active, Full-Time Employees Working At Least 30 Hours Per Week	Active, Full-Time Employees Working At Least 30 Hours Per Week
Weekly Benefit	60% of Weekly Earnings	60% of Weekly Earnings
Weekly Maximum Benefit	\$1,000	\$1,000
Benefit Waiting Period	7 Day Accident / Sickness	7 Day Accident / Sickness
Duration of Benefit	12 Weeks	12 Weeks
Pre-Existing Conditions	None	None
Rate Guarantee	Expires 9/30/2026	Expires 9/30/2027
Monthly Rates		
STD Rate per \$10	\$0.270	\$0.230
Volume	\$26,036	\$26,036
Monthly Premium	\$703	\$599
Annual Premium	\$8,436	\$7,186
\$ Increase / (Decrease)	N/A	-\$1,250
% Increase / (Decrease)	N/A	-14.8%

- Long Term Disability Renewal Evaluation

Effective Date: October 1, 2026

	CURRENT 2025-2026	RENEWAL 2026-2027
LONG TERM DISABILITY	Mutual of Omaha	Mutual of Omaha
Core Benefits		
Eligibility	Active, Full-Time Employees Working At Least 30 Hours Per Week	Active, Full-Time Employees Working At Least 30 Hours Per Week
Monthly Benefit	60%	60%
Maximum Monthly Benefit	\$5,000	\$5,000
Elimination Period	90 Days	90 Days
Own Occupation Period	36 Months	36 Months
Benefit Duration	SSNRA	SSNRA
Waiver of Premium	Included	Included
Rate Guarantee	Expires 9/30/2026	Expires 9/30/2027
Monthly Rates		
Benefits Volume	\$195,304	\$195,304
Rate per \$100	\$0.580	\$0.380
Monthly Premium	\$1,133	\$742
Annual Premium	\$13,593	\$8,906
\$ Increase / (Decrease)	N/A	-\$4,687
% Increase / (Decrease)	N/A	-34.5%
	<i>EAP Included</i>	<i>EAP Included</i>

Town of Ocean Ridge
Executive Summary
Effective Date: October 1, 2026

No Change to EE Contribution

CURRENT 2025-2026

RENEWAL 2026-2027

	Lives	Employee	EE/Pay (24)	Employer	Total	ER%	Employee	EE/Pay (24)	Employer	Total	ER%
Medical Plan		Florida Blue BlueOptions PPO 14002					Florida Blue BlueOptions PPO 14002				
Employee Only	23	\$0.00	\$0.00	\$1,083.85	\$1,083.85	100%	\$0.00	\$0.00	\$1,176.02	\$1,176.02	100%
Employee + Spouse	2	\$541.93	\$270.97	\$1,625.78	\$2,167.71	75%	\$541.93	\$270.97	\$1,810.11	\$2,352.04	77%
Employee + Child(ren)	3	\$460.64	\$230.32	\$1,544.49	\$2,005.13	77%	\$460.64	\$230.32	\$1,714.99	\$2,175.63	79%
Employee + Family	2	\$1,002.56	\$501.28	\$2,086.42	\$3,088.98	68%	\$1,002.56	\$501.28	\$2,349.09	\$3,351.65	70%
Annual Total	30	\$53,651		\$443,837	\$497,488		\$53,651		\$486,142	\$539,793	
\$ Increase / (Decrease)							\$0				
% Increase / (Decrease)							0.0%				
							9.5%				
							8.5%				
Dental PPO		Mutual of Omaha					Mutual of Omaha				
Employee Only	23	\$0.00	\$0.00	\$32.47	\$32.47	100%	\$0.00	\$0.00	\$34.09	\$34.09	100%
Employee + Spouse	4	\$20.79	\$10.40	\$53.27	\$74.06	72%	\$20.79	\$10.40	\$56.97	\$77.76	73%
Employee + Child(ren)	2	\$24.74	\$12.37	\$57.22	\$81.96	70%	\$24.74	\$12.37	\$61.32	\$86.06	71%
Employee + Family	3	\$47.10	\$23.55	\$79.58	\$126.68	63%	\$47.10	\$23.55	\$85.91	\$133.01	65%
Annual Total	32	\$3,287		\$15,757	\$19,044		\$3,287		\$16,708	\$19,995	
\$ Increase / (Decrease)							\$0				
% Increase / (Decrease)							0.0%				
							6.0%				
							5.0%				
Vision		Mutual of Omaha					Mutual of Omaha				
Employee Only	22	\$0.00	\$0.00	\$6.48	\$6.48	100%	\$0.00	\$0.00	\$6.48	\$6.48	100%
Employee + Spouse	4	\$4.36	\$2.18	\$10.84	\$15.20	71%	\$4.36	\$2.18	\$10.84	\$15.20	71%
Employee + Child(ren)	3	\$5.26	\$2.63	\$11.75	\$17.01	69%	\$5.26	\$2.63	\$11.75	\$17.01	69%
Employee + Family	2	\$9.75	\$4.88	\$16.23	\$25.98	62%	\$9.75	\$4.88	\$16.23	\$25.98	62%
Annual Total	31	\$633		\$3,044	\$3,676		\$633		\$3,044	\$3,676	
\$ Increase / (Decrease)							\$0				
% Increase / (Decrease)							0.0%				
							0.0%				
							0.0%				
Basic Life and AD&D		Mutual of Omaha					Mutual of Omaha				
Estimated Volume		N/A	N/A	\$875,000	\$875,000		N/A	N/A	\$875,000	\$875,000	
Basic Life Rate/\$1,000		\$0.000	\$0.000	\$0.240	\$0.240		\$0.000	\$0.000	\$0.240	\$0.240	
AD&D Rate/\$1,000		\$0.000	\$0.000	\$0.040	\$0.040		\$0.000	\$0.000	\$0.040	\$0.040	
Total Rate/\$1,000		\$0.000	\$0.000	\$0.280	\$0.280	100%	\$0.000	\$0.000	\$0.280	\$0.280	100%
Annual Total	32	\$0		\$2,940	\$2,940		\$0		\$2,940	\$2,940	
\$ Increase / (Decrease)							\$0				
% Increase / (Decrease)							0.0%				
							0.0%				
							0.0%				
Short Term Disability		Mutual of Omaha					Mutual of Omaha				
Estimated Volume		N/A	N/A	\$26,036	\$26,036		N/A	N/A	\$26,036	\$26,036	
STD Rate per \$10		\$0.000	\$0.000	\$0.270	\$0.270	100%	\$0.000	\$0.000	\$0.230	\$0.230	100%
Annual Total	32	\$0		\$8,436	\$8,436		\$0		\$7,186	\$7,186	
\$ Increase / (Decrease)							\$0				
% Increase / (Decrease)							0.0%				
							-14.8%				
							-14.8%				
Long Term Disability		Mutual of Omaha					Mutual of Omaha				
Estimated Volume		N/A	N/A	\$195,304	\$195,304		N/A	N/A	\$195,304	\$195,304	
LTD Rate per \$100		\$0.000	\$0.000	\$0.580	\$0.580	100%	\$0.000	\$0.000	\$0.380	\$0.380	100%
Annual Total	32	\$0		\$13,593	\$13,593		\$0		\$8,906	\$8,906	
\$ Increase / (Decrease)							\$0				
% Increase / (Decrease)							0.0%				
							-34.5%				
							-34.5%				
COMBINED ANNUAL TOTAL		\$57,571	N/A	\$487,606	\$545,177		\$57,571	N/A	\$524,925	\$582,496	
\$ Increase / (Decrease)							\$0				
% Increase / (Decrease)							0.0%				
							7.7%				
							6.8%				



Medical Insurance - Florida Blue – BlueOptions 14002 Plan

Network	BlueOptions	
	In-Network	Out-of-Network*
Individual/Family Plan Year Deductible (PYD)	Does Not Apply	\$500/\$1,000
Coinsurance	Does Not Apply	50%
Individual/Family Out-of-Pocket Maximum	\$3,500/\$7,000	\$7,000/\$14,000
Primary Care Physician/Specialist Office Visit	\$15 Copay/\$30 Copay	50% After PYD
Urgent Care (Per Visit)	\$35 Copay	\$35 Copay After PYD
Emergency Room (Per Visit)	\$150 Copay	\$150 Copay
Prescription Drugs (Rx)	\$4/\$10/\$15/\$30/\$50 Retail Copay	Not Covered
90-Day Supply (Mail Order)	2x Retail Copay Per Tier	Not Covered

Employee Cost	
24 Payroll Deductions - Per Pay Period Cost	
Employee Only	\$0.00
Employee + Spouse	\$270.97
Employee + Child(ren)	\$230.32
Employee + Family	\$501.28

Florida Blue

Phone: (800) 352-2583

www.floridablue.com

Dental Insurance - Mutual of Omaha Dental PPO Plan

Network	Mutually Preferred	
	In-Network	Out-of-Network*
Calendar Year Benefit Maximum	\$2,000	
Individual/Family Deductible	\$50/\$150	\$50/\$150
Diagnostic & Preventive Services (Deductible Waived)	Plan Pays: 100%	Plan Pays: 100%
Basic Restorative Services	Plan Pays: 80%	Plan Pays: 80%
Major Restorative Services	Plan Pays: 50%	Plan Pays: 50%

Employee Cost	
24 Payroll Deductions - Per Pay Period Cost	
Employee Only	\$0.00
Employee + Spouse	\$10.40
Employee + Child(ren)	\$12.37
Employee + Family	\$23.55

Mutual of Omaha

Phone: (800) 927-9197

www.mutualofomaha.com/dental

Vision Insurance - Mutual of Omaha Vision PPO Plan

Network	Insight	
	In-Network	Out-of-Network
Eye Exam	\$10 Copay	Up to \$37 Reimbursement
Frequency	Eye Exam	12 Months
	Lenses	12 Months
	Frames	24 Months
	Contact Lens	12 Months
Lenses	Single	\$10 Copay Up to \$32 Reimbursement
	Bifocal	\$10 Copay Up to \$48 Reimbursement
	Trifocal	\$10 Copay Up to \$76 Reimbursement
Frames	Up to \$175 Retail Allowance 20% Off Balance Over \$175	Up to \$91 Reimbursement
Contact Lenses (In Lieu of Spectacle Lenses)	Non-Elective (Medically Necessary)	No Charge Up to \$210 Reimbursement
	Conventional	\$175 Allowance 15% Off Balance Over \$150 Up to \$119 Reimbursement
	Disposable	Up to \$175 Allowance Up to \$140 Reimbursement

Employee Cost	
24 Payroll Deductions - Per Pay Period Cost	
Employee Only	\$0.00
Employee + Spouse	\$2.18
Employee + Child(ren)	\$2.63
Employee + Family	\$4.88

Mutual of Omaha

Phone: (833) 279-4358

www.mutualofomaha.com/vision

*Subject to Balance Billing



Life and Disability Insurance

Plan Name	Plan Description	Carrier Contact
Basic Life Insurance and Accidental Death & Dismemberment (AD&D Insurance)	Class 1: Flat \$25,000 Class 2: Flat \$50,000 AD&D Amount: Equal to Life Benefit	Mutual of Omaha Phone: (800) 877-5176 www.mutualofomaha.com
Short Term Disability (STD)	- Weekly Benefit: 60% - Maximum Weekly Benefit: \$1,000 - Maximum Benefit Period: 12 Weeks	
Long Term Disability (LTD)	- Monthly Benefit: 60% - Maximum Monthly Benefit: \$5,000 - Maximum Benefit Period: Varies based on age at time of disability	

Town of Ocean Ridge reserves the right to amend, modify or terminate the plan at any time. This Benefits At-A-Glance should not be construed as a guarantee of employment. This document is designed to provide basic information regarding benefit plans and programs available to eligible employees. This document merely summarizes the employee benefit plans and programs and does not detail all of the terms, conditions, restrictions, and exclusions contained in the plan documents, carrier contracts and/or Summary Plan Descriptions (SPD) (the "plan documentation") for the various benefit plans and programs. Every reasonable effort has been made to ensure the accuracy of the information contained in this document; however, in the event of a discrepancy between the information in this document and the plan documentation, the provisions described in the plan documentation will govern. This document does not create any contractual rights for any current or former employee, or for any other individual. The provisions of the applicable plan documentation will govern the determination of any individual's rights under any employee benefit plan or program. Your employer reserves the right to amend or terminate any of its employee benefit plans and programs at any time and without notice or cause.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Michelle Heiser, Town Manager

Subject: Adopting FY 2027 Florida Retirement System Rates

The Town of Ocean Ridge participates in the FRS as a condition of its membership in the state-administered pension system covering substantially all full-time employees, consistent with Chapter 121, Florida Statutes. Employer contribution rates for FRS are not locally negotiated; they are set annually by the Florida Legislature and apply uniformly to every participating employer in the state.

On June 29, 2026, the Florida Division of Retirement issued Information Release 2026-240, notifying all FRS-participating employers that the 2026 Florida Legislature passed House Bill 5205E, establishing the FRS employer contribution rates for the 2026-2027 plan year. The new rates are effective July 1, 2026, and must be reflected beginning with the Town's first retirement report dated on or after that date, meaning they apply automatically to payrolls processed at the start of FY2027 regardless of Commission action.

The FRS uses a uniform, or "blended," contribution rate structure: the Town contributes the same percentage of payroll for a given membership class whether an individual employee participates in the FRS Pension Plan or the FRS Investment Plan. Each rate combines (1) the class-specific normal cost and Unfunded Actuarial Liability (UAL) contribution, (2) a 2.00% Health Insurance Subsidy (HIS) contribution, and (3) a 0.06% administrative/educational assessment. The required employee contribution rate remains unchanged at 3.00% of salary.

The exception to this list are the elected officials. Currently, the Town Commissioners receive FRS Regular Class rate (13.59% contribution) instead of the City Elected Officers Class rate (55% contribution). The Town of Ocean Ridge, in essence, opted out for the Elected Officers' Class amount by not designating the class during the state's specified times. Those with institutional knowledge say this was a choice of previous Commissions to not seek the designation. See the attached email explaining this and snapshot below. When the opportunity arises again to opt in via the official designation, Staff will make the Commission aware.

Per 121.0520(3)(e), Florida Statutes:

The governing body of a municipality or special district may, by majority vote, elect to designate all its elected positions for inclusion in the Elected Officers' Class as follows:

1. Effective July 1, 1997, such election must be made between July 1, 1997, and December 31, 1997, and is irrevocable. The designation of such positions is effective the first day of the month following receipt by the department of the ordinance or resolution passed by the governing body.
2. Effective July 1, 2001, such election must be made between July 1, 2001, and December 31, 2001, and is irrevocable. The designation of such positions is effective the first day of the month following receipt by the department of the ordinance or resolution passed by the governing body.
3. Effective July 1, 2009, such election must be made between July 1, 2009, and December 31, 2009, and is irrevocable. The designation of such positions is effective the first day of the month following receipt by the department of the ordinance or resolution passed by the governing body.

The Town of Ocean Ridge (Town) did not designate its elected positions to the Elected Officers' Class during these windows. As such, there are no current provisions that will allow the Town to make such election. If a new legislative window occurs, all affected employers will be notified so that they have an option to designate the elected positions to Elected Officers' Class at that time.

GOVERNANCE NOTE — NATURE OF COMMISSION ACTION

FRS employer contribution rates are established by state law and are not subject to local discretion, negotiation, or modification; the Town has no authority to adopt rates other than those set by House Bill 5205E. Accordingly, this item is presented to the Commission for informational purposes and to support the Commission's budgetary deliberations — not as a request for the Commission to approve or set the rates themselves.

Budget Impact: The rates have been incorporated into the proposed budget for fiscal year 2027.

Staff recommends acceptance and acknowledging the FY2026-27 FRS employer contribution rates set by House Bill 5205E as reflected in Division of Retirement Information Release 2026-240.

Suggested Motion: I move to approve.

Respectfully,
Michelle Heiser, Town Manager

Division of Retirement Information Release

Release # 2026-240
Date: June 29, 2026
To: FRS Retirement Coordinators
From: Kathy Gould, State Retirement Director
Subject: Retirement Employer Contribution Rates for 2026-2027

This information release must be immediately distributed to the appropriate staff within your agency.

The 2026 Florida Legislature passed House Bill 5205E, which establishes the Florida Retirement System (FRS) employer contribution rates for the 2026-2027 plan year. The new contribution rates provided are effective July 1, 2026, and should be reflected in your agency's first retirement report dated on or after July 1, 2026.

The uniform contribution rate system (also known as blended rates) will remain in effect. Employers make uniform contributions by membership class to support both the FRS Pension Plan and Investment Plan. Employers contribute a percentage of the total payroll for each class or subclass of FRS membership based upon the uniform contribution rates, regardless of the retirement plan your employees choose. Therefore, your agency pays the same contributions under both plans. The total contribution rates by reporting plan code are in the attached charts.

The following contribution rates remain unchanged from last year:

- The required employee contribution rate is 3.00 percent.
- The administrative assessment for the FRS Investment Plan and the MyFRS Financial Guidance Program is 0.06 percent.
- The Health Insurance Subsidy (HIS) employer contribution rate is 2.00 percent.

The maximum salary that may be reported for your FRS members and other state-administered retirement system members for fiscal year 2026-2027 is \$538,860, if they were initially enrolled before July 1, 1996, or \$360,000 if they were initially enrolled on or after July 1, 1996.

Retirement Coordinators: If you have questions about contributions or about completing the retirement report, see [Chapter 2 of the FRS Employer Handbook](#) on the employers page of the [division's website](#), call the Division of Retirement toll free at 877-377-1266 or 850-907-6540 (select option 2), or email contributions@dms.fl.gov.

KG/nb

Attachment

CONTRIBUTION RATES EFFECTIVE JULY 1, 2026

Employer contribution rates are set by law. Rates below include the appropriate retirement contribution rate including the applicable UAL rates¹, 2.00 percent HIS contribution rate, and 0.06 percent administrative/educational assessment.

FRS Membership Plan and Class (Rates below apply to FRS members who are in either the FRS Pension Plan or the FRS Investment Plan)	Employee Contribution Rate	Employer Contribution Rate	Total Contribution Rate
HA/PA – Regular Class	3.00%	13.59%	16.59%
HB/PB – Special Risk Class	3.00%	37.74%	40.74%
HC/PC – Judges – Elected Officers’ Class (EOC)	3.00%	46.00%	49.00%
HE/PE – Legislators – EOC	3.00%	63.79%	66.79%
HG/PG – Governor, Lt. Gov., Cabinet – EOC	3.00%	63.79%	66.79%
HH/PH – State Attorney, Public Defender – EOC	3.00%	63.79%	66.79%
HI/PI – County, City, Special District Elected Officers – EOC	3.00%	55.00%	58.00%
HJ/PJ – Special Risk Administrative Support Class	3.00%	41.79%	44.79%
HM/PM – Senior Management Service Class (SMSC)	3.00%	32.60%	35.60%

Renewed Membership Plan and Class² (Rates below apply to renewed members in either the FRS Pension Plan or the FRS Investment Plan, including renewed members in the EOC and SMSC, as well as renewed EOC members who chose to join SMSC initially enrolled prior to July 1, 2010.)	Employee Contribution Rate	Employer Contribution Rate	Total Contribution Rate
RA/QA – Regular Class	3.00%	13.59%	16.59%
RC/QC – Judges – EOC	3.00%	46.00%	49.00%
RE/QE – Legislators – EOC	3.00%	63.79%	66.79%
RG/QG – Governor, Lt. Gov., Cabinet – EOC	3.00%	63.79%	66.79%
RH/QH – State Attorney, Public Defender – EOC	3.00%	63.79%	66.79%
RI/QI – County, City, Special District – EOC	3.00%	55.00%	58.00%
RM/QM – Senior Management Service Class	3.00%	32.60%	35.60%
RP/QP – Senior Management Service Class in lieu of EOC:			
Judges	3.00%	32.60%	35.60%
Legislators	3.00%	32.60%	35.60%
Governor, Lt. Gov., Cabinet	3.00%	32.60%	35.60%
State Attorney, Public Defender	3.00%	32.60%	35.60%
RQ/QQ – SMSC in lieu of EOC:			
County, City, Special District Elected Officers	3.00%	32.60%	35.60%

Institute for Food and Agricultural Science (IFAS) Supplemental Retirement Plan³	Employee Contribution Rate	Employer Contribution Rate	Total Contribution Rate
HK – IFAS Supplemental	0.00%	18.75%	18.75%

Teachers’ Retirement System (TRS)⁴	Employee Contribution Rate	Employer Contribution Rate	Total Contribution Rate
IE – TRS Plan E	6.25%	13.90%	20.15%

¹ See the rate chart on Page 4 for a complete breakdown of the Unfunded Actuarial Liability (UAL) contribution rates by membership class.

² See chart at the top of Page 4 for rates for retirees initially reemployed on or after July 1, 2010, who are not eligible for retirement coverage.

³ IFAS is a closed, grandfathered retirement system and the rates for fiscal year 2026-2027 did not change. The 2.00 percent HIS rate, the 0.06 percent administrative/educational assessment and UAL rates do not apply to the salaries of members in IFAS.

⁴ TRS is a closed, grandfathered retirement system under the FRS Pension Plan. The 0.06 percent administrative/educational assessment and UAL rates do not apply to the salaries of members in TRS.

CONTRIBUTION RATES EFFECTIVE JULY 1, 2026

Employer contribution rates are set by law. Rates below include the appropriate retirement contribution rate including the applicable UAL rates⁵, 2.00 percent HIS contribution rate, and 0.06 percent administrative/educational assessment.

EOC Members Who Chose to Join Senior Management Service Class	Employee Contribution Rate	Employer Contribution Rate	Total Contribution Rate
HP/PP – Judges	3.00%	32.60%	35.60%
Legislators	3.00%	32.60%	35.60%
Governor, Lt. Gov., Cabinet	3.00%	32.60%	35.60%
State Attorney, Public Defender	3.00%	32.60%	35.60%
HQ/PQ – County, City, Special District Elected Officers	3.00%	32.60%	35.60%

Deferred Retirement Option Program (DROP)	Employee Contribution Rate	Employer Contribution Rate	Total Contribution Rate ⁶
DP – DROP from FRS	N/A	22.12%	22.12%
DR – DROP from Plan A, SCOERS	N/A	22.12%	22.12%
DS – DROP from Plan B, SCOERS	N/A	22.12%	22.12%
DT – DROP from TRS, all plans	N/A	22.12%	22.12%
DE, DF, DG, DH – DROP ended with future termination date for participants in the EOC.	N/A	12.26%	12.26% ⁷

Renewed Investment Plan Membership Plan and Class (Rates below apply to retirees of the FRS Investment Plan, the SMSOAP, the SUSORP, or the SCCSORP, who are employed in a regularly established position and initially enrolled effective July 1, 2017, or after.)	Employee Contribution Rate	Employer Contribution Rate	Total Contribution Rate
CA – Regular Class	3.00%	13.59%	16.59%
CB – Special Risk Class	3.00%	37.74%	40.74%
CC – Judges - EOC	3.00%	46.00%	49.00%
CE – Legislators - EOC	3.00%	63.79%	66.79%
CG – Governor, Lt. Gov., Cabinet – EOC	3.00%	63.79%	66.79%
CH – State Attorney, Public Defender – EOC	3.00%	63.79%	66.79%
CI – County, City, Special District – EOC	3.00%	55.00%	58.00%
CJ – Special Risk Administrative Support Class	3.00%	41.79%	44.79%
CM – SMSC	3.00%	32.60%	35.60%

EOC Renewed Members Who Chose to Join SMSC (Rates below apply to retirees of the FRS Investment Plan, the SMSOAP, the SUSORP, or the SCCSORP, who are employed in a regularly established position and initially enrolled effective July 1, 2017, or after.)	Employee Contribution Rate	Employer Contribution Rate	Total Contribution Rate
CP – Judges	3.00%	32.60%	35.60%
Legislators	3.00%	32.60%	35.60%
Governor, Lt. Gov., Cabinet	3.00%	32.60%	35.60%
State Attorney, Public Defender	3.00%	32.60%	35.60%
CQ – County, City, Special District Elected Officers	3.00%	32.60%	35.60%

⁵ See the rate chart on Page 4 for a complete breakdown of the UAL rates by membership class.

⁶ The DROP rate includes the 2.00 percent HIS rate and any applicable UAL rates, but the 0.06 percent administrative/educational assessment does not apply to DROP participants.

⁷ Only the HIS and UAL rate are owed on the salaries of these elected officials.

CONTRIBUTION RATES EFFECTIVE JULY 1, 2026

Rates for optional programs listed below include an amount provided to program participants in lieu of the health insurance subsidy and may include an administrative cost, as indicated. The 0.06 percent administrative/educational assessment and the 2.00 percent HIS contribution rate do not apply to participants of these plans.

Non-Integrated Optional Programs	Employee Contribution Rate	Employer Contribution Rate	Admin. Cost	UAL	Total Contribution Rate
HO/PO – Local Annuity Programs	____8	____8	____8	N/A	____8
OP – SUS Optional Retirement Program	3.00%	5.14%	0.01%	4.42%	12.57%
OM – SMS Optional Annuity Program	3.00%	6.27%	N/A	21.86%	31.13%
OC – State Community College System Optional Retirement Program	3.00%	5.15%	____9	4.42%	12.57%
EOC Members Opting out of the SMSC into the SMSOAP or Local Annuity (SMSOAP is closed to new members effective July 1, 2017. Existing SMSOAP participants may continue to participate in the program.)	Employee Contribution Rate	Employer Contribution Rate	Admin. Cost	UAL	Total Contribution Rate
OM – Judges	3.00%	6.27%	N/A	21.86%	31.13%
Legislators	3.00%	6.27%	N/A	21.86%	31.13%
Governor, Lt. Gov., Cabinet	3.00%	6.27%	N/A	21.86%	31.13%
State Attorney, Public Defender	3.00%	6.27%	N/A	21.86%	31.13%
HO/PO – County, City, Sp. Dist. Elected Officers	____8	____8	____8	N/A	____8
Renewed Membership Optional Programs for Members Initially Enrolled Prior to July 1, 2010	Employee Contribution Rate	Employer Contribution Rate	Admin. Cost	UAL	Total Contribution Rate
OR – State Senior Managers	3.00%	6.27%	N/A	21.86%	31.13%
OZ – Local Senior Managers	____8	____8	____8	N/A	____8
OS – SUS Optional Retirement Program	3.00%	5.14%	0.01%	4.42%	12.57%
OD – State Community College System Optional Retirement Program	3.00%	5.15%	____9	4.42%	12.57%
Renewed EOC Members Opting out of the SMSC into the SMSOAP or a Local Annuity Prior to July 1, 2010	Employee Contribution Rate	Employer Contribution Rate	Admin. Cost	UAL	Total Contribution Rate
OR – Judges	3.00%	6.27%	N/A	21.86%	31.13%
Legislators	3.00%	6.27%	N/A	21.86%	31.13%
Governor, Lt. Gov., Cabinet	3.00%	6.27%	N/A	21.86%	31.13%
State Attorney, Public Defender	3.00%	6.27%	N/A	21.86%	31.13%
OQ – County, City, Sp. Dist. Elected Officers	____8	____8	____8	N/A	____8
Renewed Membership Optional Programs for Members Initially Enrolled July 1, 2017, or After	Employee Contribution Rate	Employer Contribution Rate	Admin. Cost	UAL	Total Contribution Rate
OA – SUS Optional Retirement Program	3.00%	5.14%	0.01%	4.42%	12.57%
OE – State Community College System Optional Retirement Program	3.00%	5.15%	____9	4.42%	12.57%

⁸ This contribution rate is established by the local employer.

⁹ Colleges choosing to charge an administrative assessment for their optional retirement program must reduce the employer contribution by the amount of the assessment.

CONTRIBUTION RATES EFFECTIVE JULY 1, 2026

Retirees Initially Reemployed on or After July 1, 2010, Who Are Not Eligible for Renewed Membership

Rates below apply to salaries of retirees based on the membership class that the position is covered by even though the individual is not eligible to participate in a state-administered retirement plan. Rates listed below include the 2.00 percent HIS contribution rate and applicable UAL rates.

Total Employer Contribution			
UA – Regular Class	6.42%	UG – Governor, Lt. Gov., Cabinet – EOC	53.43%
UB – Special Risk Class	16.10%	UH – State Attorney, Public Defender – EOC	53.43%
UC – Judges – EOC	30.40%	UI – County, City, Special Dist. Elected Officers	43.49%
UE – Legislators – EOC	53.43%	UM – Senior Management Service Class	23.86%

Unfunded Actuarial Liability (UAL) Contribution by FRS Membership Class		FRS Investment Plan Allocations to the Member's Account On or After July 1, 2026	
Rates below apply to the salaries of FRS members who are in the FRS Pension Plan, the FRS Investment Plan, reemployed retirees without renewed membership in a regularly established position, or the non-integrated defined contribution plans for fiscal year 2026-2027.	UAL Rate	Total employer and employee contribution rates below apply to salaries of investment plan members based on the membership class for that position. The contribution rates do not include the employer funded disability and in-line-of-duty survivor benefit rates.	Employee and Employer Contribution to Member Account
Regular Class ¹⁰	4.42%	Regular Class (Plan Codes PA, QA, CA)	11.30%
Special Risk Class	14.10%	Special Risk Class (Plan Codes PB, CB)	19.00%
Special Risk Administrative Support Class	28.28%	Special Risk Administrative Support Class (Plan Codes PJ, CJ)	12.95%
Judges – EOC	28.40%	Judges – EOC (Plan Codes PC, QC, CC)	18.23%
Legislators – EOC	51.43%	Legislators – EOC (Plan Codes PE, QE, CE)	14.38%
Governor, Lt. Gov., Cabinet – EOC	51.43%	Governor, Lt. Gov., Cabinet – EOC (Plan Codes PG, QG, CG)	14.38%
State Attorney, Public Defender – EOC	51.43%	State Attorney, Public Defender – EOC (Plan Codes PH, QH, CH)	14.38%
County, City, Sp. Dist. Elected Officers – EOC	41.49%	County, City, Sp. Dist. Elected Officers – EOC (Plan Codes PI, QI, CI)	16.34%
SMSC ¹¹	21.86%	SMSC (Plan Codes PM, PP, QM, QP, QQ, CM, CP, CQ)	12.67%
DROP	10.26%		

DATES CONTRIBUTIONS AND REPORTS ARE DUE*

Report Month	Date Due	Report Month	Date Due
June 2026	July 8	January 2027	February 5
July 2026	August 7	February 2027	March 5
August 2026	September 8	March 2027	April 7
September 2026	October 7	April 2027	May 7
October 2026	November 6	May 2027	June 7
November 2026	December 7	June 2027	July 8
December 2026	January 8		

* Contribution payments made using the Department of Revenue's Electronic Tax Payment System must be initiated no later than 5 p.m., EST, on the fourth business day of each month for the division to receive them by the fifth business day of each month. The entire retirement report is subject to a delinquent fee if the report is submitted late.

¹⁰ Also applies to the State University System Optional Retirement Program and the State Community College System Optional Retirement Program.

¹¹ Also applies to the Senior Management Service Optional Annuity Program.

From: Lyons, Aisha <Aisha.Lyons@dms.fl.gov>

Sent: Thursday, September 3, 2026 9:44 AM

To: Kelly Avery <kavery@oceanridge.gov>

Subject: RE: Change of Commissioner Rate for Employer Rate

Good morning,

Per 121.0520(3)(e), Florida Statutes:

The governing body of a municipality or special district may, by majority vote, elect to designate all its elected positions for inclusion in the Elected Officers' Class as follows:

1. Effective July 1, 1997, such election must be made between July 1, 1997, and December 31, 1997, and is irrevocable. The designation of such positions is effective the first day of the month following receipt by the department of the ordinance or resolution passed by the governing body.
2. Effective July 1, 2001, such election must be made between July 1, 2001, and December 31, 2001, and is irrevocable. The designation of such positions is effective the first day of the month following receipt by the department of the ordinance or resolution passed by the governing body.
3. Effective July 1, 2009, such election must be made between July 1, 2009, and December 31, 2009, and is irrevocable. The designation of such positions is effective the first day of the month following receipt by the department of the ordinance or resolution passed by the governing body.

The Town of Ocean Ridge (Town) did not designate its elected positions to the Elected Officers' Class during these windows. As such, there are no current provisions that will allow the Town to make such election. If a new legislative window occurs, all affected employers will be notified so that they have an option to designate the elected positions to Elected Officers' Class at that time.

Thank you,



Aisha Lyons

Benefits Administrator

Division of Retirement

 (850) 907-6540

 aisha.lyons@dms.fl.gov

Agenda: Monday, September 14, 2026
Memo: Item #19.

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

Subject: Phase 4 A1A Water Main – Change Order No. 1

The Town's design-build contractor, Johnson-Davis, Inc., has submitted Change Order No. 1 for the Phase 4 A1A Water Main project. The change order incorporates additional work not contemplated during the pre-design bid, including modifications requested by the City of Boynton Beach. The added and reduced unit-price items are offset through a corresponding reduction in project contingency; therefore, there is no increase to the contract price of \$1,668,700. The change order also provides for an adjustment of 15 workdays to the contract schedule.

Staff recommends approval of Change Order No. 1 and authorization for the Town Manager to execute the associated documents.

Suggested Motion: I move to approve.

Respectfully,
Michelle Heiser, Town Manager

EXHIBIT "C"
CHANGE ORDER FORM
(Addition or Revision to Work Requested by TOWN)

Project Number: 12345 Contractor: Johnson-Davis, Inc.

Contractor's Project Representative's E-Mail: ccarrillo@johnsondavis.com

Contractor's Project Representative's Phone Number: 561-410-0496

Project Name: Design-Build Services (Phase 4 - A1A Water Main)

Contract Effective Date: September 25, 2025

Change Order Number: 001

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

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

Associated Change in Contract Time: 15 (work days)

Existing Purchase Order / Work Order Number: N/A (if applicable)

Description of Change as requested by Town:

Various additional items not contemplated during the pre-design bid. Also includes further changes requested by the City of Boynton Beach.

Price of Original Contract: \$ 1,668,700.00

Current Price of Contract (including prior Change Orders): \$ 1,668,700.00

Price of Current Change Order: \$ 0.00

New Contract Price: \$ 1,668,700.00

Basis of Price Change: ☒ Unit Price ☐ Time & Material ☐ Lump Sum

Contract Time Change: ☐ No Change ☐ Extended ☐ Decreased by 15 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
13	12in Gate Valves	1	EA	\$7,000.00	\$7,000.00
14	Fire Hydrant Sets Inc. Tee, Branch, Valve, All.	-2	EA	\$12,500.00	-\$25,000.00
23	Water Service - Short Side	-11	EA	\$2,500.00	-\$27,500.00
24	Water Service - Long Side	-4	EA	\$4,100.00	-\$16,400.00
43	6in C900 Water Main	90	LF	\$225.00	\$20,250.00
44	8in C900 Water Main	60	LF	\$320.00	\$19,200.00
45	6in Gate Valves	3	EA	\$2,260.00	\$6,780.00
46	8in Gate Valves	2	EA	\$3,075.00	\$6,150.00
47	8in Insertion Valve	1	EA	\$19,800.00	\$19,800.00
48	10in Gate Valves	1	EA	\$4,150.00	\$4,150.00
49	10in Tapping Tee & Tapping Valve	1	EA	\$11,000.00	\$11,000.00
51	Connect to Ex. WM - Edith St	1	EA	\$7,000.00	\$7,000.00
52	2in Water Service - Short Side - Inc. Valve Box	16	EA	\$2,800.00	\$44,800.00
53	2in Water Service - Long Side - Inc. Valve Box	10	EA	\$4,400.00	\$44,000.00
54	Clean Fill in lieu of Unsuitable Rock for Backfill - 18 CY per load	65	Loads	\$95.00	\$6,175.00
55	Contingency Reduction	1	LSU	-\$127,405.00	-\$127,405.00

Total Amount of Change Order: \$0.00

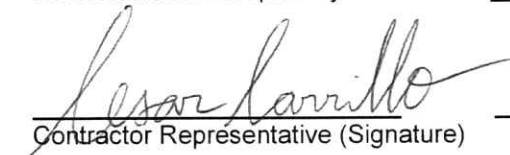
The Contractor and the Town agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER.

By approving this Change Order, the Contractor releases any and all claims that it may have against the Town under the subject Design-Build 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 Commission (as designated on the last page of this Change Order).

Reviewed and Accepted by Contractor : Johnson-Davis, Inc.

(Contractor Name)


Contractor Representative (Signature)

Project Manager

Title

09/01/2026

Date

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

Recommended for approval by: Michelle Huer, Director

Town Manager

Date

09/01/2026

Agenda: Monday, September 14, 2026
Memo: Item #20.

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

Subject: Updated Job Descriptions

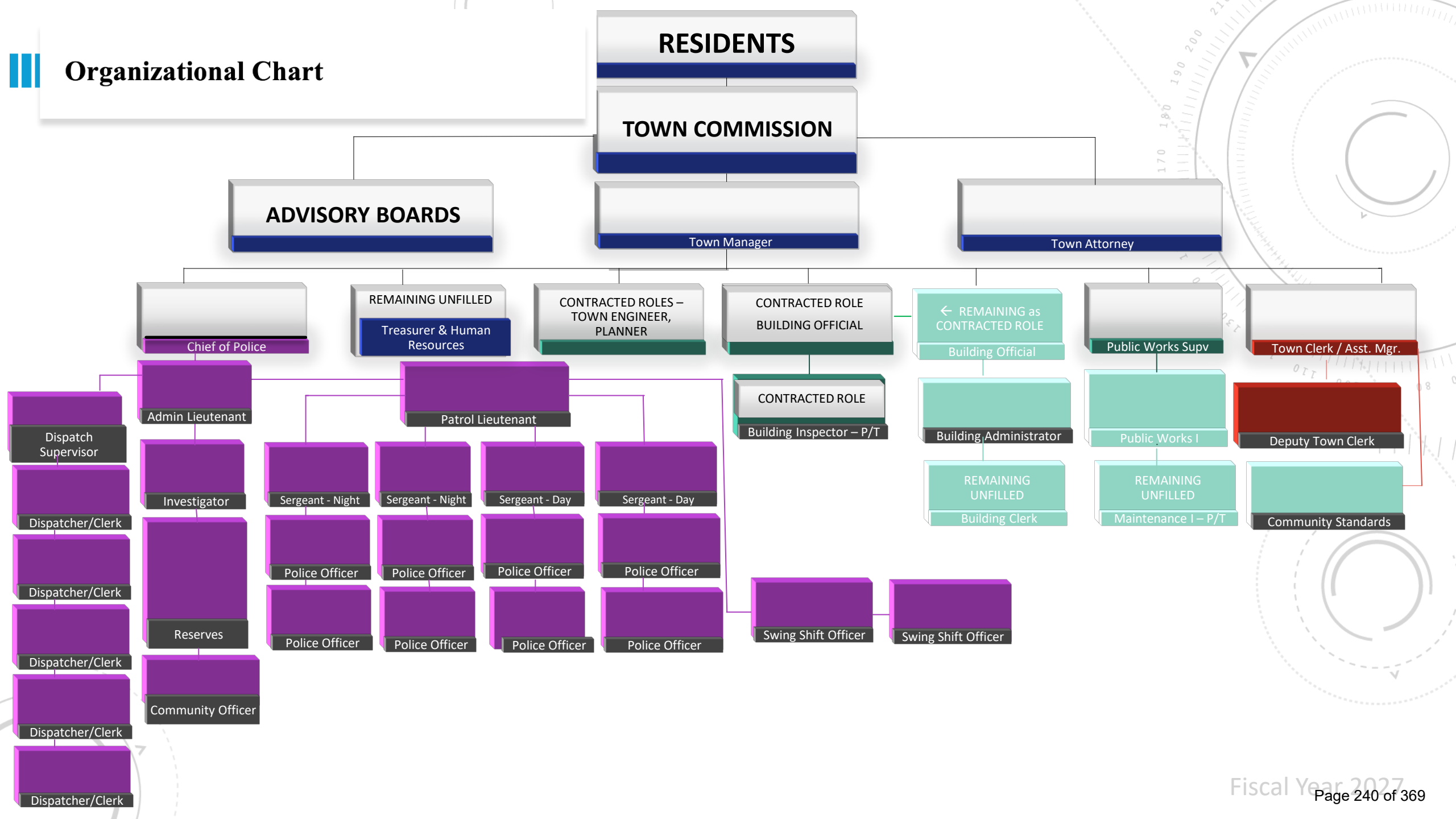
Provided for the Commissions' review and approval are the updated job descriptions for the organization.

Staff recommends acceptance and approval.

Suggested Motion: I move to approve.

Respectfully,
Michelle Heiser, Town Manager

Organizational Chart



TOWN OF OCEAN RIDGE, FLORIDA

Job Description

Town Manager

Department: Administration / Office of the Town Manager	Reports To: Town Commission
FLSA Status: Exempt	Classification: Full-Time, Executive Management, Employment At-Will (serves at the pleasure of the Town Commission)
Pay Grade: \$180,000 – \$250,000 (Commission-approved range, 2025)	Statutory Role: Chief Administrative Officer of the Town under Town Charter, Part I, Article IV

General Purpose

As per the Town Charter, Part I, Article IV, the Town Manager serves as the Chief Administrative Officer of the Town, and is responsible to the Commission for the administration of all Town affairs placed in his/her charge by the Town Charter, Code of Ordinances, or by direction of a majority vote or consensus of the Town Commission. Reports to the Town Commission. The Town Manager shall not be required to be a resident or property owner of the Town.

The Town Manager is responsible for the overall administration of Town government, including the Town's financial operations. The Town contracts with an outside Finance Consultant to perform the day-to-day accounting, bookkeeping, payroll, and related fiscal functions of the Town; the Town Manager is responsible for directing, overseeing, and holding accountable the Finance Consultant (and any Treasurer/Deputy Treasurer function the Town may maintain) to ensure the Town's financial operations are accurate, timely, legally compliant, and properly reported to the Commission.

Supervision Received and Exercised

Reports directly to, and serves at the pleasure of, the Town Commission, consistent with Article IV of the Town Charter. Exercises broad independent judgment and discretion in the administration of Town affairs, subject to policies established by the Commission.

Appoints, and when he/she deems it necessary for the good of the Town, suspends or removes, any or all Town employees and appointive administrative officers provided for by or under the Town Charter, except approval must be obtained from the Commission prior to terminating the Police Chief, except as otherwise provided by law or the Town Charter. The Town Manager may authorize and delegate any administrative Department Head to exercise these powers with respect to subordinates in that Department Head's Department.

Directs and supervises the administration of all Town Departments, offices and agencies of the Town, except as otherwise provided by the Town Charter or by county, state, or federal law, including oversight of the Town's contracted professional service providers such as the Finance Consultant, Town Attorney, and planning/engineering consultants.

Essential Duties and Responsibilities

- Directs and oversees the preparation of the Town Commission meeting agendas and packages.
- Attends all Town Commission meetings and shall have the right to take part in discussion, but may not vote.
- Responsible for overseeing that all laws, provisions of the Town Charter and Code, and acts of the Town Commission, subject to enforcement by him/her or by officers subject to his/her direction and supervision, are faithfully executed.
- Oversees, through the Town's contracted Finance Consultant, the maintenance, control, and analysis of the fiscal operations of the Town government; ensures adequate accounting records are maintained to document

compliance with local, state, and federal law and ordinance, and that Town assets are safeguarded through adequate internal control mechanisms and appropriate investment practices.

- Oversees the work of the Finance Consultant, and any Treasurer/Deputy Treasurer function the Town maintains, ensuring proper posting and balancing of Town ledgers, accounts receivable, cash receipting, accounts payable, payroll, capital assets, and related records.
- Reviews financial statements and provides monthly to the Commission for their review. Gives final approval of monthly bank statement reconciliations prepared by the Finance Consultant.
- Prepares and submits the annual budget, together with the budget message and capital program, to the Commission in a form provided by ordinance; administers the approved budget; aids Department Heads in preparing budget estimates and in determining costs for new, expanded, or reorganized programs; and prepares budget amendments as necessary, making appropriate ledger adjustments and estimating available fund balance, with the assistance of the Finance Consultant.
- Makes such other reports as the Town Commission may require concerning the operations of the Town Departments, officers and agencies of the Town, subject to his/her direction and supervision.
- Keeps the Town Commission fully advised as to the financial condition and future needs of the Town, and makes such recommendations to the Commission concerning the affairs of the Town as he/she deems necessary, drawing on information, analysis, and reporting provided by the Finance Consultant.
- Coordinates with the Finance Consultant, and any Treasurer function the Town maintains, to assist the Town's independent Auditors with the annual audit of financial operations.
- Negotiates and signs contracts, documents, instruments, and papers on behalf of the Town pursuant to approved policies and ordinances, or as may be specifically authorized by the Town Commission.
- Confers with Department Heads regarding policies, procedures, and problems requiring solutions, and advises Department Heads about on-going operations and the preparation and implementation of new programs and services.
- Represents the Town before appointive officers of other governmental bodies except when the Commission has designated another person to act in that capacity. Represents the Town when going before the public and media, providing information in response to inquiries or as otherwise deemed appropriate and in accordance with applicable state public records and financial disclosure laws.
- Maintains community respect through good public relations and by responding to taxpayer's concerns, and keeping residents informed.
- Represents the Town, along with the Town Attorney, in matters of litigation, mediation, grievance procedures, and labor negotiations.
- Keeps abreast of all county, state, and federal regulations that may affect the Town so that the Town remains in compliance with these regulations.
- Performs such other duties as are specified in the Town Charter or may be required by the Town Commission.

Minimum Qualifications

Education and Experience

- Bachelor's Degree in Public Administration, Business Administration, or related field, or a minimum of 10 years of progressively responsible managerial and administrative experience in a municipal governmental setting, including experience directing or overseeing municipal financial operations (whether performed in-house or through a contracted finance provider); or any equivalent combination of education, training, and experience that provides the required knowledge, skills, and abilities.

Knowledge, Skills, and Abilities

- Considerable knowledge of Town and departmental rules, regulations, policies and procedures, and has the ability to interpret them.

- Considerable knowledge of the organization and operation of Town Departments.
- Considerable knowledge of state laws pertaining to the administration of municipal government, including taxation and other sources of revenue.
- Considerable knowledge of federal, state, and municipal laws and policies concerning municipal fiscal operations, sufficient to direct and evaluate the work of the Town's contracted Finance Consultant.
- Considerable knowledge of the ethical guidelines applicable to the position as outlined by professional organizations and/or federal, state or local laws, rules and regulations.
- Considerable knowledge of state open meetings, public records, and financial disclosure laws.
- Considerable knowledge of personnel and management principles, practices and techniques as they relate to the administration of human resources, and planning, position management, staff development and training, policy development and administration, employee relations, and related personnel and management functions and services.
- Considerable knowledge of the practices and procedures for planning and formulating departmental budgets and monitoring related expenditures.
- Considerable knowledge of legal requirements regarding purchasing of supplies and equipment for municipal operations.
- Considerable knowledge of the principles of supervision, organization, and administration.
- Considerable knowledge of the current literature, trends, and developments in the field of public policy administration.
- Considerable knowledge of arithmetic, spelling, grammar, punctuation and vocabulary.
- Skill in directing and evaluating the collection, analysis, and presentation of statistical and technical data prepared by the Finance Consultant and other staff.
- Skill in effectively expressing ideas orally and in writing.
- Skill in the operation of appropriate office machines, including computers and their associated software programs, spreadsheets, and file maintenance programs.
- Ability to balance requests and opinions of a five-member elected body.
- Ability to provide leadership and to supervise the planning, development, and establishment of new, modified, and/or improved programs, services, and activities.
- Ability to analyze and interpret policy and procedural guidelines, and to formulate, develop, and present recommendations to resolve problems and questions.
- Ability to organize disparate groups of professionals, including outside consultants, into cohesive working groups.
- Ability to use initiative, independent judgment and discretion in preparing goals, setting schedules, assigning and supervising work of subordinates and contracted service providers, and planning for future needs of the Town.
- Ability to prepare and make oral presentations before Town residents and large groups of people.
- Ability to exercise tact and courtesy in frequent contact with Town and other Public Officials of various levels of authority and influence, media representatives, and the general public.
- Ability to establish and maintain complex records and files.
- Ability to establish and maintain effective working relationships as necessitated by work assignments.
- Ability and knowledge to effectively provide information for and to work with Town Committees such as the Planning & Zoning Commission and Board of Adjustment.

Physical Demands and Work Environment

- **Physical Requirements:** Must be physically able to operate a variety of automated office machines including computers, scanners, calculators, copiers, audio records, facsimile machines, etc. Must be able to exert a

negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects. Physical demand requirements are in excess of those of Sedentary Work. Light Work usually requires walking or standing to a significant degree. However, if the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.

- **Data Conception:** Requires the ability to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether similar to or divergent from obvious standards) of data, people or things.
- **Interpersonal Communications:** Requires the ability to speak and/or signal people to convey or exchange information. Includes relaying instructions, assignments and/or directions to subordinates or assistants.
- **Language Ability:** Requires the ability to read a variety of correspondence, reports, forms, manuals, ordinances, invoices, accounting ledgers, manuals, etc. Requires the ability to prepare correspondence, reports, technical studies, budgets, etc., using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style. Requires the ability to speak to people with poise, voice control and confidence.
- **Intelligence:** Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts, and draw valid conclusions; to interpret an extensive variety of technical instructions in mathematical or diagrammatic form; and deal with several abstract and concrete variables.
- **Verbal Aptitude:** Requires the ability to record and deliver information and to follow and give verbal and written instructions. Must be able to communicate effectively and efficiently in standard English, and in a variety of technical or professional languages, including accounting, legal, and governmental terminology.
- **Numerical Aptitude:** Requires the ability to utilize mathematical formulas; to add and subtract totals; to multiply and divide; to determine percentages and decimals; interpret graphs; calculate discount, interest, profit and loss ratio and proportion; and understand and apply the theories of statistics and statistical inference.
- **Form/Spatial Aptitude:** Requires the ability to inspect items for proper length, width and shape.
- **Motor Coordination:** Requires the ability to coordinate hands and eyes rapidly and accurately in using automated office equipment.
- **Manual Dexterity:** Requires the ability to handle a variety of items such as office equipment. Must have minimal levels of eye/hand/foot coordination.
- **Interpersonal Temperament:** Requires the ability to deal with people beyond giving and receiving instruction. Must be adaptable to performing under stress and when confronted with persons acting under stress.
- **Physical Communication:** Requires the ability to talk and hear: (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving nature of sounds by ear). Must be able to communicate via telephone.

Disclaimer

This job description reflects the general nature and level of work performed by the Town Manager and is not intended to be an exhaustive list of all duties, responsibilities, and qualifications. Duties, responsibilities, and activities may change, or new ones may be assigned, at any time with or without notice, consistent with the Town Charter and at the discretion of the Town Commission. This description does not constitute an employment contract, and employment with the Town remains at-will; the Town Manager serves at the pleasure of the Town Commission consistent with Article IV of the Town Charter.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position, consistent with the Americans with Disabilities Act (ADA) and the Florida Civil Rights Act.

TOWN OF OCEAN RIDGE, FLORIDA

Job Description

Town Clerk / Assistant Town Manager

Department: Administration / Office of the Town Manager	Reports To: Town Manager
FLSA Status: Exempt	Classification: Full-Time, Senior Management, At-Will
Pay Grade: Aligned with the Police Sergeant pay range: \$80,000 – \$130,000, with 5% promotional increments. Starting salary is \$80,000 or a 5% increase over the employee's current salary, whichever is greater.	Statutory Role: Town Clerk under Ch. 166, F.S. and Town Charter

General Purpose

This is a highly responsible, senior-level position combining the statutory duties of the Town Clerk with the administrative, operational, and program-management functions of an Assistant Town Manager. Consistent with the staffing model of a small municipality, this single position is designed to absorb the responsibilities that a larger local government would typically distribute across a Clerk's Office, Planning and Zoning Department, Community Development Department, Recreation Department, Finance Office, Human Resources/Risk Management function, Purchasing function, Public Information/Media Office, and front-office reception. The titles historically associated with those functions do not necessarily apply to this position, but the day-to-day duties, judgment, and accountability of those roles are incorporated into it.

The employee acts as the Town's primary custodian of public records and official recordkeeper, provides direct administrative support to the Town Manager and Town Commission, and serves as the operational lead for planning/zoning, community development, recreation, and general administrative service delivery. The employee exercises considerable independent judgment, discretion, and initiative, and is expected to represent the Town Manager's office in his or her absence on routine administrative matters.

Supervision Received and Exercised

Works under the general direction and administrative supervision of the Town Manager, following broad policy guidance from the Town Commission on matters that are statutorily assigned to the Town Clerk. Exercises considerable latitude for independent judgment in planning and carrying out the details of work.

Provides direct or functional supervision, as assigned, over administrative support/front-office staff, part-time or seasonal recreation staff, and building/zoning support personnel or contracted plan reviewers, code enforcement, and inspection services. Coordinates the work of contracted or outsourced finance, payroll, IT, and human resources service providers, as well as the Town's planning consultants and engineering/GIS consultants, where the Town relies on such arrangements rather than dedicated in-house staff.

Essential Duties and Responsibilities

Duties are grouped by functional area below. Given the size of the organization, the employee is expected to move fluidly between these areas as workload and priority require.

I. Town Clerk and Official Records (Statutory Functions)

- Serves as the Town's Custodian of Public Records and designated Records Management Liaison Officer (RMLO), responsible for the retention, maintenance, inspection, production, and lawful disposition of public records in accordance with Chapter 119, Florida Statutes, and the retention schedules established by the Florida Department of State, Division of Library and Information Services.

- Prepares, certifies, and maintains the official minutes, agendas, ordinances, resolutions, contracts, and proceedings of the Town Commission and its advisory boards; maintains the Town's official seal and attests to official documents and instruments requiring certification.
- Coordinates public meeting notice, agenda packet preparation and distribution, and recordkeeping in compliance with Florida's Government in the Sunshine Law (Chapter 286, F.S.) and applicable open-meetings requirements.
- Processes and responds to public records requests, coordinates redaction review with the Town Attorney where exemptions under Chapter 119 may apply, and maintains a log of requests consistent with best practice for a records custodian.
- Administers municipal elections in coordination with the County Supervisor of Elections, or coordinates qualifying, candidate filings, and related clerk duties where the Town conducts its own elections under its Charter and Chapter 100/97, F.S.
- Administers oaths of office, maintains official bonds, and serves as the point of contact for Commission appointments to boards and committees.
- Coordinates codification of ordinances into the Town Code with the Town's codifier, and maintains an accurate, current, and publicly accessible Code of Ordinances.
- Maintains the Town's records retention schedule, oversees imaging/digitization of records, and manages lawful destruction of obsolete records with required State approvals.

II. Assistant Town Manager – Executive and Administrative Support

- Performs highly responsible administrative work assisting the Town Manager; coordinates complex, cross-departmental projects and initiatives on the Town Manager's behalf.
- Prepares Commission agenda items, correspondence, reports, and presentations; screens and refers inquiries to the appropriate official or department; manages the Town Manager's calendar and appointments.
- Processes confidential personnel, legal, and administrative matters with discretion; serves as a reliable point of information for the public and other agencies on Town procedures and policy.
- Acts in an administrative capacity on behalf of the Town Manager during absences for routine, non-policy operational matters, escalating policy-level decisions appropriately.
- Assists in the preparation, monitoring, and administration of the annual budget, capital improvement planning, and grant reporting in coordination with the Town's finance function.

III. Planning, Zoning, and Community Development

- Serves as the Town's chief administrative point of contact for planning, zoning, and building matters; directs or coordinates staff, contract plan reviewers, and building officials engaged in permit issuance and enforcement of ordinances pertaining to planning, zoning, land development, and construction.
- Administers and maintains the Town's zoning ordinance and land development regulations; coordinates the review process for site plans, special exceptions, and variance applications, including preparation of required legal advertisements and public notice.
- Provides zoning verification letters and general zoning information to residents, applicants, and real estate/title professionals; assists applicants in preparing applications for special exceptions and variances.
- Supervises development and implementation of community development, land use, growth management, housing, and economic development plans and codes needed to meet the Town's needs, Comprehensive Plan, and any interlocal or intergovernmental agreements.
- Coordinates preparation of code enforcement case files and assists the Town Attorney with cases against zoning or code violators; reviews and processes local business tax receipt (occupational license) applications.

IV. Recreation and Leisure Services / Special Events

- Plans, coordinates, and implements community events, civic programs, and special projects for residents, working with vendors, volunteers, and other agencies as needed.

V. Finance, Accounting, Budget, and Purchasing Support

- Assists with account-keeping, cashiering, and bookkeeping functions within established procedures; assists in preparing and reconciling financial records and statements subject to periodic audit.
- Assists with payroll preparation and disbursement, and coordination of related remittances (e.g., payroll taxes, retirement contributions, and insurance premiums), in coordination with the Town's outsourced or contracted payroll/finance provider.
- Assists in preparing financial statements and reports, and participates in review of the Town's accounting procedures and internal controls.
- Performs budget-analysis functions: assists in preparing the annual budget and related planning documents, analyzes departmental operations for efficiency, and assists in reporting on grant-funded programs.
- Performs purchasing and inventory-control functions: prepares specifications, obtains quotes, and maintains applicable State of Florida price/cooperative purchasing contracts; receives, stores, and issues Town supplies and equipment and maintains related inventory and requisition records; ensures purchases conform to Town purchasing policy and, where applicable, competitive-procurement requirements under Town Charter, ordinance, or Chapter 287, F.S.

VI. Human Resources, Benefits, and Risk Management

- Performs day-to-day administration of the Town's employee benefits programs, including enrollment, changes, and coordination with benefits providers and brokers.
- Oversees the Town's workers' compensation program: coordinates with injured employees and supervisors on incident review, medical treatment, work status, and return-to-work or light-duty assignments, and coordinates required compensation and medical payments consistent with Chapter 440, F.S.
- Assists in maintaining personnel records in accordance with public records retention requirements while safeguarding information exempt from disclosure under Chapter 119, F.S. (e.g., certain personnel and medical information).

VII. Communications, Public Information, and Meeting Broadcast

- Maintains the Town's website and social media presence, and serves as an advisor to Town departments on public communications and media relations; prepares public notices, press releases, and informational materials.
- Coordinates recording, livestreaming, or broadcast of public meetings where the Town provides such access, including operation or oversight of related audio-visual equipment, in support of transparency and Sunshine Law compliance.

VIII. Front Office and General Administrative Support

- Answers and directs incoming telephone calls, greets and directs visitors at Town Hall, and provides general information about Town services, meetings, and procedures.
- Receives, sorts, and distributes incoming mail and deliveries; maintains general office files and supplies.

Minimum Qualifications

Education and Experience

- Bachelor's degree in public administration, business administration, planning, or a related field; or an equivalent combination of education, training, and progressively responsible municipal government experience that demonstrates the ability to perform the essential functions of this position.

- Prior experience in municipal clerk operations, local government administration, planning/zoning, or a related local-government support function is strongly preferred, given the combined statutory and administrative scope of the position.

Certificates, Licenses, and Designations

- Notary Public commissioned in the State of Florida, or ability to obtain within a defined probationary period.
- Certification as a Municipal Clerk (CMC) through the International Institute of Municipal Clerks, or Florida Certified Municipal Clerk (FCCM) through the Florida Association of City Clerks, is preferred and may be required within a specified period after appointment.
- Valid Florida driver's license.

Knowledge, Skills, and Abilities

- Working knowledge of Florida's Public Records Law (Ch. 119, F.S.), Government in the Sunshine Law (Ch. 286, F.S.), and the Code of Ethics for Public Officers and Employees (Ch. 112, Part III, F.S.).
- Knowledge of municipal recordkeeping, records retention scheduling, and codification practices.
- Knowledge of, or ability to quickly learn, municipal planning and zoning administration, permitting processes, and basic land-development regulation.
- Knowledge of basic governmental accounting, budgeting, payroll, and purchasing procedures sufficient to support (though not necessarily perform in depth) the Town's finance function.
- Ability to organize and prioritize a high volume of diverse, and at times competing, responsibilities with minimal supervision.
- Ability to exercise sound, independent judgment and discretion in handling confidential and sensitive matters.
- Strong written and verbal communication skills, including the ability to draft clear minutes, correspondence, and public notices.
- Proficiency with standard office, records-management, and virtual/hybrid meeting software.

Florida Public Records, Governance, and Compliance Considerations

Because this position serves as the Town's official records custodian, the incumbent's own communications and files — including e-mail, text messages, and calendars used to conduct Town business — are themselves public records subject to Chapter 119, F.S., regardless of the device or account used. The incumbent is expected to model compliant recordkeeping practices Town-wide.

- Must comply with the Sunshine Law's prohibition on private discussion of pending Commission business among Commission members, and must advise staff and Commission members on proper notice and public-access requirements for meetings covered by Chapter 286, F.S.
- Must apply the Public Records Act's exemptions carefully (e.g., active criminal investigative information, certain personnel and medical records, security system plans) and coordinate with the Town Attorney on any request presenting a novel or contested exemption question.
- Subject to the Code of Ethics for Public Officers and Employees (Ch. 112, Part III, F.S.), including annual financial disclosure requirements applicable to the position, if any, as determined by the Town Attorney and Supervisor of Elections/Commission on Ethics guidance.
- Responsible for ensuring records disposition follows an approved General Records Schedule issued by the Florida Department of State and that no public record is destroyed without proper authorization.

Physical Demands and Work Environment

Work is generally performed in a standard office/Town Hall environment. The incumbent must attend evening Commission and board meetings as required, and may occasionally need to respond to emergency management activations (e.g., hurricane preparation/response) outside of normal business hours, consistent with the Town's

emergency operations plan. Requires the ability to sit, stand, and move throughout Town Hall and occasionally other Town facilities; ability to lift and carry files, event supplies, or inventory items of moderate weight; and ability to operate a motor vehicle to attend meetings or conduct Town errands.

Disclaimer

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Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position, consistent with the Americans with Disabilities Act (ADA) and the Florida Civil Rights Act.

TOWN OF OCEAN RIDGE, FLORIDA

Job Description

Deputy Town Clerk / Building Clerk

Deputy Town Clerk (≈ 80%) • Building Clerk (≈ 20%)

Department: Administration / Office of the Town Clerk (with support to the Building Department)	Reports To: Town Clerk
FLSA Status: Non-Exempt	Classification: Full-Time, Non-Supervisory
Pay Grade: \$58,701 – \$91,829 (per PEPIE Salary Survey)	Statutory Role: Supports public records management (Ch. 119, F.S.) and the Town's NFIP/CRS Coordinator

General Purpose

Under the Town Clerk's supervision, this position performs receptionist and administrative/clerical work in Town Hall and supports other departments as needed. Work involves answering incoming telephone calls, directing visitors and callers to appropriate officials, recording messages, and handling routine requests for information. The employee is also responsible for records management, processing public records requests, maintaining contracts and insurance policies, taking minutes of meetings as needed, various filing and mailings, business registrations, and creating and maintaining various letters, forms, reports, and spreadsheets.

During high-volume construction and permitting periods, this position also functions as the Town's Building Clerk, performing a variety of clerical, administrative, and customer service duties in support of the Building Department, including processing building permit applications, verifying documentation and licensure, collecting fees, and maintaining related records. The Building Clerk is also the Town's designated National Flood Insurance Program (NFIP) and Community Rating System (CRS) Coordinator.

Supervision Received and Exercised

Works under the general supervision of the Town Clerk, following established Town policies and procedures, with latitude for independent judgment in routine matters. This is a non-supervisory position; the incumbent does not supervise other employees.

Essential Duties and Responsibilities

I. Deputy Town Clerk Duties (Approximately 60%)

- Assists with customer service functions for customers at the front counter and other departments, including information and assistance related to permits, permit applications, inspections, records research, documentation, procedures, fees, or other issues, and responds to routine questions, complaints, or service requests; answers and routes telephone calls, relaying messages for absent officials; greets visitors, receives inquiries, and provides information or refers visitors to appropriate officials.
- Assists with cashiering functions, taking in various Town payments such as realtor/construction sign permits, parking citations, license and permit fees, etc.
- Processes dune trimming applications and prepares permits.
- Types correspondence and meeting minutes, forms, reports, and statements, assuming responsibility for spelling, punctuation, grammar, and format; prepares a variety of records and reports as required for submission to various local, state, and federal government agencies; assists in preparing legal notices for publication; proofreads multiple forms and documents, ensuring proper content, spelling, punctuation, grammar, and format; prepares and distributes the newsletter; prepares and mails various correspondence to Town residents and contractors/vendors.

- Performs research and compiles data for special projects and reports as assigned, ensuring completion by specified deadlines and in accordance with established policies, procedures, standards, and objectives.
- Assists the Town Clerk with records management duties, ensuring that all Town Hall documents are maintained and/or destroyed according to the State Records Retention Schedules, including but not limited to Building Department documents.
- Prepares timely responses to public records requests as assigned via NextRequest.
- Monitors requests from the Town's main email account and distributes as necessary.
- Maintains Town contracts, agreements, and the insurance database; files contracts and insurance; notifies the Town Clerk and Town Manager well in advance of contract and insurance expiration dates to ensure renewals, cancellations, or referral to RFP as necessary in a timely manner.
- Assists with mailing lot violation letters, coordinating work with the Police Department; maintains the lot violation spreadsheet; collects fees for lot violations; alerts the Town Clerk of the necessity for a lien; maintains a spreadsheet for code, water, and other violations; communicates with the Police Department when violations are paid.
- Assists the Town Clerk with processing lien search requests.
- Logs in to the Town's payment processing system daily and processes any credit card payments.
- Assists with scheduling Town Hall meeting spaces for internal staff use as well as external use.
- Assists the Garden Club, Coastal Artists, Book Club, Lecture Series, Blood Drives, and similar community groups with various outreach projects.
- Monitors Town-related news articles, distributing and filing accordingly.
- Scans various Town documents and files accordingly.
- Assists the Town Clerk in coordinating Town events such as the annual holiday celebration in December and the Palm Beach County Municipal Clerks Association (PBCMA) Clerks Luncheon.
- Collects incoming mail, checks the dispatch lock box, and distributes mail accordingly.
- Posts documents on the bulletin board, the shadow box, the lobby TV, and the break room; creates and posts lobby signs for holidays; maintains the lobby appearance and lobby TV slideshow; feeds the koi fish; locks and unlocks doors; cleans counters and doors and sweeps as necessary.
- Performs other related work as required.

II. Building Clerk Duties (Approximately 40%)

- Accepts and reviews routine building permit applications for accuracy, completeness, and regulatory compliance.
- Identifies missing documentation or issues and provides guidance to applicants.
- Reviews plans for necessary approval stamps from external and internal agencies.
- Verifies current licensure and insurance of contractors, subcontractors, and applicants.
- Calculates and collects permit fees, issues receipts, and performs cashiering for building permits, parking citations, and license payments.
- Scans documents, enters data into the building permit software system, and maintains digital records.
- Processes finalized permits and updates system records accordingly.
- Accepts and processes various forms such as permit revisions and change of contractor.
- Ensures receipt of a Notice of Commencement (NOC) prior to permit issuance as required by law.
- Notifies applicants and contractors of permit status and any outstanding requirements.
- Provides customer service at the front counter, by phone, and via email for inquiries regarding inspections, records, fees, procedures, and other building department activities.
- Answers calls, routes inquiries, greets visitors, and directs them to appropriate personnel or resources.

- Explains procedures and requirements to contractors, developers, and residents, including permit and inspection processes and Certificate of Occupancy/Completion criteria.
- Coordinates with the Town Clerk, Building Official, Code Enforcement, Dispatch Coordinator, and others regarding code enforcement or permit-related issues.
- Files contractor licenses, insurance certificates, and County Business Tax Receipts; purges outdated documents.
- Assists in coordinating with vendors and contractors for Town-related work.
- Operates fax machines, copiers, scanners, and computers; transmits documents and prepares photocopies as needed.
- Creates and maintains spreadsheets; prepares monthly reports for the Property Appraiser's office regarding permits issued and closed.
- Prepares and sends correspondence to residents and contractors/vendors as needed.
- Serves as the Town's NFIP/CRS Coordinator; attends meetings and documents required activities for annual recertification and the five-year cycle review.
- Performs other related work as required.

Minimum Qualifications

Education and Experience

- Graduation from high school, and some experience in administrative/clerical work; or any equivalent combination of training and experience that provides the required knowledge, skills, and abilities.
- Certified Municipal Clerk (CMC) or Master Municipal Clerk (MMC) designation preferred.

Knowledge, Skills, and Abilities

- General knowledge of the policies, procedures, organization, and functions of the Town.
- General knowledge of the organization and functions of the Town and its departments.
- General knowledge of modern office practices and procedures.
- General knowledge of arithmetic, grammar, spelling, punctuation, and vocabulary.
- Working knowledge of the standard accepted principles and practices of bookkeeping.
- Ability to use common office machines, including computers and associated software.
- Ability to exercise independent judgment and discretion as necessary in providing assistance and information to the general public.
- Ability to maintain a variety of moderately complex files.
- Ability to develop and modify work procedures, methods, and processes to improve efficiency.
- Ability to communicate effectively in oral and written form.
- Ability to exercise tact and courtesy in contact with a variety of professionals and public officials at various levels of authority and influence, and the general public.
- Ability to establish and maintain effective working relationships as necessitated by work assignments.
- Ability to research program documents and narrative materials, and to compile reports from information gathered.

Physical Demands and Work Environment

- **Physical Requirements:** Must be physically able to operate a variety of automated office machines including multi-line telephones, computers, calculators, copiers, facsimile machines, etc. Must be able to exert a negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects. Sedentary work

involves sitting most of the time, but may involve walking or standing for brief periods. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

- **Data Conception:** Requires the ability to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether similar to or divergent from obvious standards) of data, people, or things.
- **Interpersonal Communications:** Requires the ability to speak and/or signal people to convey or exchange information. Includes receiving assignments and/or directions from superiors.
- **Language Ability:** Requires the ability to read a variety of correspondence, forms, invoices, checks, permits, manuals, etc. Requires the ability to prepare correspondence, reports, permits, forms, etc., using prescribed formats. Requires the ability to speak to people with poise, voice control, and confidence.
- **Intelligence:** Requires the ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions; to deal with problems involving a few concrete variables in or from standardized situations.
- **Verbal Aptitude:** Requires the ability to record and deliver information, to explain procedures, and to follow oral and written instructions. Must be able to communicate effectively and efficiently in standard English.
- **Numerical Aptitude:** Requires the ability to utilize mathematical formulas; to add and subtract; to multiply and divide; and to utilize decimals and percentages.
- **Form/Spatial Aptitude:** Requires the ability to inspect items for proper length, width, and shape.
- **Motor Coordination:** Requires the ability to coordinate hands and eyes rapidly and accurately in using automated office equipment.
- **Manual Dexterity:** Requires the ability to handle a variety of items, office equipment, control knobs, switches, etc. Must have minimal levels of eye/hand/foot coordination.
- **Interpersonal Temperament:** Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under stress and when confronted with persons acting under stress.
- **Physical Communication:** Requires the ability to talk and/or hear (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving nature of sounds by ear). Must be able to communicate via telephone.

Disclaimer

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Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position, consistent with the Americans with Disabilities Act (ADA) and the Florida Civil Rights Act.

Revised 05/21/2025 (reformatted); Revised, reformatted and approved by Commission _____ 2026

TOWN OF OCEAN RIDGE, FLORIDA

Job Description

Building Administrator

Department: Building Department	Reports To: Building Official (or Town Manager/designee where the Building Official function is provided by a third-party vendor or contracted consultant)
FLSA Status: Non-Exempt	Classification: Full-Time, Non-Supervisory
Pay Grade: \$48,905 – \$75,517 (per PEPIE Salary Survey)	Statutory Role: Supports building permitting and code enforcement functions under Chs. 162 & 553, F.S., CRS Coordinator

General Purpose

This is a full-time, non-supervisory position performing skilled investigative, technical, and administrative work supporting the enforcement and administration of the Town's Code of Ordinances, building code, zoning code, and related code regulations.

Supervision Received and Exercised

Works under the general direction of the Building Official. Where the Town's Building Official function is provided by a third-party vendor or contracted consultant rather than a Town employee, this position instead works under the direction of the Town Manager or the Town Manager's designee, following established codes, ordinances, and departmental procedures.

This position does not have supervisory authority over other employees; it is an individual-contributor role. The incumbent may coordinate workflow, provide guidance, and assist Code Officers and other building department staff and contracted personnel in the performance of their duties, but does not hire, discipline, evaluate, or direct the assigned work of subordinate employees.

Essential Duties and Responsibilities

- Performs skilled investigative and technical work supporting the enforcement, interpretation, and periodic revision of the Town's Code of Ordinances, building code, zoning code, and related code regulations.
- Assists in the preparation of agendas for Special Magistrate hearings, records hearings and related proceedings, and reviews case files in advance of hearing to ensure completeness and accuracy of documentation.
- Assists contractors, citizens, and other customers with the building permit process, including application intake, review coordination, approval processing, and the scheduling of inspections.
- Administers the Community Rating System (CRS) program under the National Flood Insurance Program, including preparation and submission of documentation required to maintain and improve the Town's CRS classification, in coordination with applicable federal and state requirements.
- Assists Code Officers with the preparation and processing of notices citing violations relating to nuisance abatement, sanitation, unsafe structures, open storage, abandoned vehicles, vacant lots, and similar code matters.
- Under supervision, assists Code Officers in the enforcement of Town building, fire, and safety codes within prescribed procedures to protect the health, safety, and welfare of commercial and residential citizens; educates the public on the purposes of, and methods for achieving compliance with, applicable codes.
- Administers the Town's Geographic Information System (GIS) data and mapping updates related to building, zoning, and code compliance functions.

- Assists with updates to the Town's website content related to building, permitting, zoning, and code compliance information.
- Performs basic accounting and invoicing functions associated with permit fees, code compliance fines, and related departmental transactions.
- Administers the Town's permitting and accounting software system (e.g., BS&A or successor platform) used for permitting, code enforcement, and related departmental recordkeeping, including data entry, report generation, and basic user support.
- Provides customer service to residents, contractors, and other members of the public regarding building, zoning, permitting, and code compliance matters.
- Performs such other duties as may be assigned by the Building Official, or by the Town Manager or designee where the Building Official function is provided by a contracted third-party vendor.

Minimum Qualifications

Education and Experience

- Associate's or Bachelor's degree in building construction, public administration, business administration, or a related field, and a minimum of three (3) years of progressively responsible experience in building department, permitting, code enforcement, or related municipal operations; or any equivalent combination of education, training, and experience that provides the required knowledge, skills, and abilities.
- A Florida Certified Floodplain Manager (CFM) designation, permit technician certification, or code enforcement-related certification is preferred, or must be obtained within a specified period after appointment.

Knowledge, Skills, and Abilities

- Considerable knowledge of the Florida Building Code, the Town's Code of Ordinances, zoning regulations, and related state statutes governing building construction and code enforcement (e.g., Chapters 162 and 553, Florida Statutes).
- Considerable knowledge of building permit application, review, and approval processes, and of standard inspection scheduling procedures.
- Working knowledge of the National Flood Insurance Program and the Community Rating System (CRS), sufficient to prepare and submit required program documentation.
- Working knowledge of Geographic Information Systems (GIS) software sufficient to maintain and update building, zoning, and code compliance mapping data.
- Working knowledge of basic governmental accounting and invoicing procedures.
- Working knowledge of, or ability to quickly learn, the Town's permitting and accounting software system (e.g., BS&A or successor platform).
- Knowledge of state open meetings and public records laws as they pertain to code enforcement case files and Special Magistrate proceedings.
- Skill in the preparation and organization of hearing agendas, case files, and related documentation for accuracy prior to Special Magistrate hearings.
- Skill in effectively expressing ideas orally and in writing, including educating the public on code requirements and compliance procedures.
- Skill in the operation of standard office equipment, including computers and associated software programs.
- Ability to organize and prioritize a variety of technical and administrative tasks with minimal supervision.
- Ability to exercise tact, patience, and courtesy in frequent contact with contractors, residents, other Town staff, and the general public, including in situations involving code violations or permit disputes.
- Ability to establish and maintain complex records and files, including case files subject to public records and evidentiary requirements.

- Ability to establish and maintain effective working relationships with Code Officers, the Building Official, other Town departments, and outside agencies as necessitated by work assignments.

Physical Demands and Work Environment

- **Physical Requirements:** Must be physically able to operate a variety of automated office machines including computers, scanners, calculators, copiers, and facsimile machines. Must be able to exert a negligible to moderate amount of force frequently to lift, carry, push, pull, or otherwise move objects, and must be able to walk uneven or unfinished terrain when accompanying Code Officers or inspectors on occasional site visits. Physical demand requirements are in excess of those of Sedentary Work and are generally consistent with Light Work.
- **Data Conception:** Requires the ability to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether similar to or divergent from obvious standards) of data, people, or things, including comparing site conditions and applications against applicable code requirements.
- **Interpersonal Communications:** Requires the ability to speak and/or signal people to convey or exchange information, including relaying instructions, application requirements, and code requirements to contractors, residents, and other customers.
- **Language Ability:** Requires the ability to read and interpret a variety of correspondence, applications, permits, ordinances, codes, and technical manuals. Requires the ability to prepare correspondence, reports, case files, and notices using prescribed formats and conforming to rules of punctuation, grammar, diction, and style.
- **Intelligence:** Requires the ability to apply principles of logical thinking to define problems, collect data, establish facts, and draw valid conclusions; to interpret technical instructions in written, mathematical, or diagrammatic form; and to deal with several abstract and concrete variables.
- **Verbal Aptitude:** Requires the ability to record and deliver information and to follow and give verbal and written instructions. Must be able to communicate effectively in standard English and in technical terminology related to building, zoning, and code enforcement.
- **Numerical Aptitude:** Requires the ability to utilize basic mathematical formulas, to add and subtract totals, to calculate fees and invoice amounts, and to reconcile basic accounting records.
- **Form/Spatial Aptitude:** Requires the ability to inspect items, plans, and site conditions for proper dimension, layout, and conformance with applicable codes.
- **Motor Coordination:** Requires the ability to coordinate hands and eyes rapidly and accurately in using automated office equipment and field data-collection tools.
- **Manual Dexterity:** Requires the ability to handle a variety of items such as office equipment, files, and field documentation. Must have minimal levels of eye/hand/foot coordination.
- **Interpersonal Temperament:** Requires the ability to deal with people beyond giving and receiving instruction, including residents and contractors who may be frustrated with the permitting or code enforcement process. Must be adaptable to performing under stress and when confronted with persons acting under stress.
- **Physical Communication:** Requires the ability to talk and hear (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving nature of sounds by ear). Must be able to communicate via telephone.

Disclaimer

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Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position, consistent with the Americans with Disabilities Act (ADA) and the Florida Civil Rights Act.

TOWN OF OCEAN RIDGE, FLORIDA

Job Description

Community Standards Specialist (Code Compliance Officer)

Department: Building Department / Code Compliance	Reports To: Building Official (or Town Manager/designee where the Building Official function is provided by a third-party vendor or contracted consultant)
FLSA Status: Non-Exempt	Classification: Full-Time, Non-Supervisory
Pay Grade: \$49,544 – \$77,878 (per PEPIE Salary Survey)	Statutory Role: Code Enforcement Officer under Ch. 162, F.S. and the Town Code of Ordinances

General Purpose

This is a full-time, non-supervisory position performing technical and investigative field and administrative work in the enforcement of the Town's Code of Ordinances, zoning regulations, and property maintenance standards. The position is responsible for identifying, documenting, and resolving code violations affecting the health, safety, and welfare of the community, primarily through education and voluntary compliance, and through the Town's Special Magistrate process where voluntary compliance is not achieved.

Supervision Received and Exercised

Works under the general direction of the Building Official. Where the Town's Building Official function is provided by a third-party vendor or contracted consultant rather than a Town employee, this position instead works under the direction of the Town Manager or the Town Manager's designee. Exercises judgment and discretion in the field within the framework of Town ordinances, Chapter 162, Florida Statutes, and established departmental procedures.

This position does not have supervisory authority over other employees; it is an individual-contributor role.

Essential Duties and Responsibilities

- Patrols assigned areas of the Town and responds to citizen complaints to identify potential violations of the Town's Code of Ordinances, zoning code, and property maintenance standards.
- Investigates complaints and conducts field inspections of properties for compliance with codes relating to nuisance abatement, sanitation, unsafe or unsecured structures, overgrown vegetation and vacant lots, abandoned or inoperable vehicles, unpermitted work, signage, noise, and similar community standards issues.
- Documents violations through photographs, field notes, and written reports; issues courtesy notices, warning notices, and formal Notices of Violation in accordance with statutory notice and due-process requirements.
- Confers with property owners, tenants, contractors, and other stakeholders to explain applicable code requirements and to gain voluntary compliance prior to formal escalation; provides education on code purposes and compliance procedures.
- Monitors compliance timelines and conducts timely follow-up inspections to verify correction of cited violations; closes cases upon confirmed compliance.
- Prepares case files for Special Magistrate hearings, ensuring documentation is accurate, complete, and organized; testifies at hearings regarding findings and case history; coordinates with the Building Administrator on hearing agendas and recordkeeping.
- Prepares documentation to support the recording of code enforcement liens on non-compliant properties, and coordinates with the Town Clerk's office and Town Attorney on lien processing and release.
- Coordinates enforcement actions and information sharing with the Town Attorney, Police Department, Building Department, and other Town departments or outside agencies as necessary.

- Assists with review of business tax receipt applications, rental registration compliance, and similar administrative compliance functions, as assigned.
- Coordinates enforcement of parking, signage, and vehicle-related ordinances within Town rights-of-way in conjunction with the Police Department.
- Responds to, documents, and coordinates the abatement process for unsafe or unsecured structures, derelict vessels, and vacant or abandoned properties, in coordination with the Building Official.
- Maintains accurate, organized case files and enforcement records in compliance with Florida's Public Records Law (Ch. 119, F.S.) and applicable state records retention schedules.
- Prepares periodic activity reports summarizing case volume, resolution rates, and outstanding violations for the Building Official and/or Town Manager.
- Attends Special Magistrate hearings, Town Commission meetings, or other proceedings as required to present case information.
- Operates a Town vehicle and other assigned field equipment (e.g., camera, tablet, GPS/GIS mapping tools) in the course of conducting inspections.
- Maintains professional, respectful, and courteous interactions with the public, including in adversarial or confrontational situations, while firmly upholding Town code requirements.
- Keeps current on changes to the Florida Building Code, the Town Code of Ordinances, and relevant case law affecting code enforcement practices.
- Performs other related duties as assigned by the Building Official or Town Manager.

Minimum Qualifications

Education and Experience

- High school diploma or G.E.D. required; Associate's degree preferred.
- Minimum of two (2) years of experience in code enforcement, law enforcement, building inspection, or a related regulatory compliance field, preferably in a municipal government setting; or any equivalent combination of education, training, and experience that provides the required knowledge, skills, and abilities.

Licensing and Certification

- Valid Florida driver's license and safe driving record required.
- Florida Association of Code Enforcement (F.A.C.E.) Level I certification required within one (1) year of appointment; Level II certification preferred.

Knowledge, Skills, and Abilities

- Working knowledge of Chapter 162, Florida Statutes (Local Government Code Enforcement Boards and the Special Magistrate process), Chapter 553, Florida Statutes (Building Construction Standards), and the Town's Code of Ordinances and zoning regulations.
- Knowledge of investigative techniques, evidence documentation, and clear, factual report writing sufficient to support enforcement action and hearing testimony.
- Knowledge of Florida's Public Records Law and the procedural requirements applicable to code enforcement case files and quasi-judicial hearings.
- Ability to interpret and apply codes, ordinances, and technical or legal documents to field conditions.
- Ability to communicate diplomatically, but firmly, with property owners, tenants, contractors, and the general public, including in adversarial or emotionally charged situations.
- Ability to maintain composure, exercise sound judgment, and de-escalate conflict under stressful field conditions.

- Skill in the use of code enforcement or permitting software, GIS/mapping tools, and photographic documentation equipment.
- Ability to testify credibly, organize evidence, and present case information at Special Magistrate hearings or other quasi-judicial proceedings.
- Ability to work independently with minimal supervision while exercising sound, consistent judgment across similar cases.
- Ability to establish and maintain effective working relationships with Town staff, other agencies, and the general public.

Physical Demands and Work Environment

- **Physical Requirements:** Must be physically able to walk properties, uneven terrain, and vacant or overgrown lots for extended periods to conduct field inspections, and to operate a motor vehicle for a significant portion of the workday. Must be able to operate standard office equipment including computers, cameras, tablets, and mobile data devices. Must be able to exert a negligible to moderate amount of force frequently to lift, carry, or otherwise move inspection equipment and materials. Physical demand requirements are generally consistent with Light to Medium Work.
- **Data Conception:** Requires the ability to compare and/or judge observable site and property conditions against code and ordinance standards to determine compliance or violation status.
- **Interpersonal Communications:** Requires the ability to speak with, and at times confront, property owners, tenants, contractors, and the public to convey code requirements, findings, and required corrective actions.
- **Language Ability:** Requires the ability to read and interpret ordinances, statutes, permits, and technical property records, and to prepare clear, accurate written notices, case narratives, and reports suitable for administrative and legal proceedings.
- **Intelligence:** Requires the ability to apply logical, consistent judgment to identify violations, evaluate evidence, and determine appropriate enforcement action across varied field conditions.
- **Verbal Aptitude:** Requires the ability to record and deliver information accurately, to explain code requirements and procedures, and to testify clearly at hearings. Must communicate effectively in standard English and in code enforcement/regulatory terminology.
- **Numerical Aptitude:** Requires the ability to calculate fines, fees, and compliance deadlines, and to maintain accurate case tracking records.
- **Form/Spatial Aptitude:** Requires the ability to assess property conditions, structures, and site layouts for conformance with applicable codes and permitted plans.
- **Motor Coordination:** Requires the ability to coordinate hands and eyes to operate a vehicle, cameras, mobile devices, and field measurement tools.
- **Manual Dexterity:** Requires the ability to handle field documentation equipment, mobile devices, and office equipment. Must have minimal levels of eye/hand/foot coordination.
- **Interpersonal Temperament:** Requires the ability to remain calm, professional, and firm when confronted with hostile, frustrated, or uncooperative individuals in the field. Must be adaptable to performing under stress.
- **Physical Communication:** Requires the ability to talk and hear (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving nature of sounds by ear). Must be able to communicate via telephone and radio/mobile device.

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Revised, reformatted and approved by Commission _____ 2026

TOWN OF OCEAN RIDGE, FLORIDA

Job Description

Public Works Supervisor

Department: Public Works Department	Reports To: Town Manager
FLSA Status: Non-Exempt	Classification: Full-Time, Supervisory (Working Foreman)
Pay Grade: \$72,829 – \$114,685 (per PEPIE Salary Survey)	Statutory Role: Oversees compliance with FDEP water/stormwater regulations and NPDES reporting requirements, and FDOT Street maintenance

General Purpose

The Public Works Supervisor is a working foreman, performing supervisory and administrative functions in the planning and management of the Public Works Department. This position is responsible for directing and coordinating all personnel, vendors, and operations within the Public Works Department. Provides direct leadership to subordinate staff, and performs skilled work of considerable difficulty in the areas of maintenance and repairs; the upkeep of the Town's infrastructure such as buildings, roads and streets, water distribution lines, pump stations, drainage and stormwater collection systems; and landscaping. Completes a variety of manual tasks, and operates a variety of equipment in connection with Public Works activities. Manages vendor contracts and budgets related to the Public Works Department.

Supervision Received and Exercised

Reports to the Town Manager. Supervises Public Works I positions and other assigned Public Works staff.

Provides general work assignments and direction to assigned staff; supervises the work of assigned staff; reviews work assignments to ensure completion; and conducts meetings as necessary to discuss problems, provide updates, and resolve issues. Conducts performance evaluations for assigned staff; makes recommendations for hiring, discipline, and promotion of assigned staff; authorizes leave and overtime within budgeted amounts, ensuring proper coverage for the department.

Essential Duties and Responsibilities

I. Supervisory, Administrative, and Managerial Duties

- Performs planning and operational oversight of roads and streets, water infrastructure, stormwater systems, landscaping, rights-of-way maintenance, equipment maintenance, and buildings and fleet maintenance operations.
- Prepares and meets work production quotas; maintains records and submits reports of time, equipment, and materials used; prepares or completes various forms, reports, work orders, or other documents; maintains a variety of records relating to inspections, maintenance activities, water meter and fuel consumption; and manages vendor contracts for the Public Works Department.
- Collaborates with the Town Engineer regarding capital projects to be completed such as drainage systems and road improvements, and maintenance/upgrades to the Town's pump stations.
- Assists with the preparation and monitoring of the annual budget for areas of assignment. Ensures budgeted projects are completed within the fiscal year.
- Tracks expenditures for areas of assignment, ensuring projects are completed within budgeted amounts. Gathers quotes for projects in accordance with finance policies and procedures.

- Prepares Standard Operating Procedures, and ensures compliance with safety regulations and standard operating procedures.
- Operates and maintains a variety of small to heavy equipment, machinery, and tools for the purpose of building, repairing, and maintaining Town property. Such equipment includes, but is not limited to, pickup trucks, mowing equipment, weed eaters, leaf blowers, hedge clippers, striping machines, paint machines, chain saws, table saws, miter saws, drills, drill presses, saws, jackhammers, sledgehammers, post hole diggers, hand tampers, pick axes, shovels, rakes, pitchforks, brooms, ladders, concrete finishing tools, carpentry tools, mechanic tools, and other power or hand tools.
- Communicates with the supervisor, employees, other departments, contractors, community organizations, the public, and other individuals in a professional manner that builds cooperation and consensus to coordinate work activities and reviews status of work; exchanges information and resolves problems. Makes recommendations and gives technical assistance to other Department Heads on technical problems involving areas of concern.
- Subject to on-call status and responds to emergencies 24 hours per day, 7 days per week, 365 days per year.
- Manages and coordinates the activities of employees, contractors, and consultants engaged in the planning, design, operation, construction, maintenance, repair, and service of the Town's Public Works facilities and infrastructure.
- Establishes and maintains policies and procedures governing the operation and maintenance of the Town's Public Works facilities.
- Prepares and recommends long-range plans and cost estimates for capital improvement, renewal, and replacement programs needed to maintain facilities and equipment in compliance with applicable regulations.
- Coordinates, prepares, and reviews capital project plans for compliance with all Town, State, and Federal regulations.
- Ensures regular inspection of the Town's stormwater drainage system for efficient flow operation.
- Manages purchasing activities, including vendor bids for public works and utilities, including specifications for the treatment plant and associated chemical purchases.
- Schedules the work shifts of operating water production personnel and responds to emergency calls as necessary.
- Assists with analysis required to determine adequacy of current operations and existing rates.
- Serves on various committees to provide technical expertise and advice related to engineering, project design, and construction.
- Confers with state, federal, and local representatives, consulting engineers, and relevant colleagues on department grants and bid projects to ensure efficiency and compliance.
- Manages and implements public works projects for drainage improvements, beautification, buildings, grounds, streets, equipment safety, and mosquito control.
- Monitors required training for operating personnel and ensures licenses and certifications are kept current.
- Conducts performance evaluations, makes recommendations for disciplinary actions, handles employee complaints and grievances, and recommends hiring, terminations, promotions, and demotions.
- Maintains a system of departmental records and reports that meets State, Federal, County, and Town regulations.
- Oversees development and implementation of safety programs for Public Works in compliance with Town and industry standards.
- Reviews and issues tree and dune permits.
- Holds Class A/B/C water or wastewater operator certifications, as applicable, and maintains required EPA logs and inspections.

II. Field and Manual Duties Performed and/or Delegated

- Orders and maintains inventory of supplies, equipment, materials, and chemicals.

- Performs maintenance work involving street and roadside construction, inspecting manholes, picking up debris/litter, removing dead animals from roadways, digging holes/trenches, shoveling materials, lifting/moving heavy materials, setting up or removing road barricades, or flagging traffic.
- Oversees and schedules Town infrastructure repairs and maintenance. Performs tasks associated with building repair and maintenance projects including, but not limited to, sandblasting, painting interior/exterior walls, building cabinetry, installing doors, moving furniture/equipment, setting up tables/equipment for meetings/functions, and cleaning/sweeping/mopping.
- Performs landscaping work involving tree/shrub pruning, weed-eating, landscape planting, mowing, watering and irrigating, and applying fertilizers, pesticides, and herbicides.
- Inspects storm drains and cleans up as needed, documenting and reporting any deficiencies; ensures all proper NPDES reports are completed.
- Determines the locations of gas, telephone, electric, cable television, sanitary sewer lines, stormwater pipes, and other appropriate sources prior to excavation.
- Contacts and provides notices to residents and business owners in areas where water service will be interrupted and provides reasonable explanation.
- Responds to complaints such as, but not limited to, water leaks, pressure loss, or no water; evaluates the situation and coordinates any necessary repairs.
- Performs general/preventive maintenance tasks necessary to keep equipment and tools in operable condition, which may include inspecting equipment, refueling vehicles, checking fluid levels and tires, replacing fluids, greasing equipment, replacing parts, washing/cleaning equipment, and cleaning shop/work areas; monitors equipment operations to maintain efficiency and safety and reports faulty equipment as well as fleet maintenance needs.
- Performs required maintenance of fire hydrants including painting and power washing as needed; flushes water mains, pipes, and exercises gate valves and fittings on mains; supervises installation of services, fire hydrants, back-flow prevention devices, and other appurtenances in utility systems; assists in shutting off broken sections of water mains.
- Performs other related duties and assumes other responsibilities as necessary or as delegated by the Town Manager.

Minimum Qualifications

Education and Experience

- High school diploma or G.E.D. certificate from an accredited agency is required.
- Valid Florida driver's license required.
- Five (5) years of Public Works or related experience, preferably in a government setting.
- Knowledge of state and federal guidelines for water distribution and stormwater collection systems management preferred. Possession of a current FDEP Level 3 Water Distribution and/or Level C Stormwater License preferred.
- Vocational/technical training in equipment operation and maintenance is preferred.
- Supervisory experience is preferred.

Knowledge, Skills, and Abilities

- Advanced skill and sound knowledge of equipment, vehicles, tools, facilities, materials, methods, and procedures used in maintenance and repair activities; and ability to make minor repairs and adjustments to equipment.
- Ability to safely perform work including heavy manual tasks for extended periods of time in a wet and/or humid environment.

- Ability to communicate effectively verbally and in writing, to understand and carry out written and oral instructions, and to print legibly.
- Ability to plan and supervise the work of subordinates, and to establish and maintain effective working relationships with supervisors, fellow employees, and the public.
- Ability to perform arithmetic computations to maintain accurate records.

Physical Demands and Work Environment

- Frequently exposed to outside weather in wet and/or humid conditions.
- Regularly required to use hands to finger, handle, feel, or operate objects, tools, or controls and reach with hands and arms.
- Frequently required to walk, sit, climb or balance, stoop, kneel, crouch, or crawl, and smell, talk, and hear; frequently works near moving mechanical parts and is exposed to vibration and noise; may occasionally work in high, precarious places and occasionally be exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock.
- Frequently lifts and/or moves up to 25 pounds and occasionally lifts and/or moves up to 100 pounds.
- Vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Disclaimer

This job description does not constitute an employment agreement between the Town and the employee and is subject to change by the Town as the needs of the Town and the requirements of the job change. Requirements are representative of minimum levels of knowledge, skills, or abilities. Duties, responsibilities, and activities may change, or new ones may be assigned, at any time with or without notice, at the discretion of the Town Manager. Employment with the Town remains at-will unless otherwise provided by Town Charter, ordinance, or a written agreement approved by the Town Commission.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position, consistent with the Americans with Disabilities Act (ADA) and the Florida Civil Rights Act.

Adopted by Town Commission on 5/4/2020; Revised 05/21/2025 (reformatted); Revised and Approved by Town Commission _____, 2026

TOWN OF OCEAN RIDGE, FLORIDA

Job Description

Public Works I (Equipment Operator I)

Department: Public Works Department	Reports To: Public Works Supervisor
FLSA Status: Non-Exempt	Classification: Full-Time, Non-Supervisory
Pay Grade: \$43,296 – \$69,099 (per PEPIE Salary Survey)	Statutory Role: Supports Town compliance with NPDES stormwater inspection and maintenance protocols.

General Purpose

Performs a variety of skilled and unskilled maintenance work and operates a variety of equipment in the maintenance and repair work associated with various Public Works projects.

Supervision Received and Exercised

Reports to the Public Works Supervisor. This is a non-supervisory position; the incumbent does not supervise other employees, but may assist other departments as directed by the Department Head.

Essential Duties and Responsibilities

- Operates various medium and light equipment, machinery, and tools used in projects and activities, which may include mowing equipment, weed eaters, leaf blowers, hedge clippers, striping machines, paint machines, chain saws, table saws, miter saws, drills, drill presses, saws, jackhammers, sledgehammers, post hole diggers, hand tampers, pick axes, shovels, rakes, pitchforks, brooms, ladders, concrete finishing tools, carpentry tools, mechanic tools, and other power or hand tools.
- Performs maintenance work involving various public works projects, including street and roadside construction, picking up debris/litter from streets and beach, removing dead animals from roadways, digging holes/trenches, shoveling materials, lifting/moving heavy materials, setting up or removing road barricades at work sites, or flagging traffic.
- Performs tasks associated with building repair and maintenance projects, including painting interior/exterior walls, building cabinetry, installing doors, moving furniture/equipment, setting up tables/equipment for meetings/functions, cleaning/sweeping building areas, and mopping floors.
- Performs work involving tree/shrub pruning, weed-eating, landscape planting, mowing, watering/irrigating, and applying fertilizers, pesticides, and herbicides.
- Inspects storm drains and follows NPDES-recommended inspection and maintenance protocols.
- Performs general/preventive maintenance tasks necessary to keep equipment and tools in operable condition.
- Performs required maintenance of hydrants, including painting and power washing as needed.
- Conforms with and abides by all regulations, policies, work procedures, and instructions and all safety rules, and wears/uses all appropriate safety equipment.
- Prepares or completes various forms, reports, work orders, or other documents.
- Communicates with the supervisor, employees, other departments, contractors, community organizations, the public, and other individuals to coordinate work activities, review status of work, exchange information, or resolve problems.
- May be required to work overtime or in an on-call status, as directed.
- Assists other departments as necessary by directive from the Department Head.

- Performs other related duties and assumes other responsibilities as necessary or as delegated by the Public Works Department Head.

Minimum Qualifications

Education and Experience

- Graduation from high school or equivalency is required.
- Three (3) years of Public Works or related experience, preferably in a government setting, is preferred.
- Vocational/technical training in equipment operation and maintenance is preferred.

Licensing and Certification

- Valid driver's license and safe driving record required.

Knowledge, Skills, and Abilities

- Sound knowledge of equipment, vehicles, facilities, materials, methods, and procedures used in maintenance and repair activities.
- Advanced skill in operation of all required tools, vehicles, and equipment.
- Ability to safely perform heavy manual tasks for extended periods of time.
- Ability to communicate effectively verbally and in writing, to understand and carry out written and oral instructions, and to print legibly.
- Ability to establish and maintain effective working relationships with employees, other departments, and the public.
- Ability to perform arithmetic computations to maintain accurate records.

Physical Demands and Work Environment

- Frequently exposed to wet and/or humid conditions.
- Regularly required to use hands to finger, handle, feel, or operate objects, tools, or controls and reach with hands and arms.
- Frequently required to walk, sit, climb or balance, stoop, kneel, crouch, or crawl, and smell, talk, and hear.
- Frequently lifts and/or moves up to 25 pounds and occasionally lifts and/or moves up to 100 pounds.
- Vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Disclaimer

This job description does not constitute an employment agreement between the Town and the employee and is subject to change by the Town as the needs of the Town and the requirements of the job change. Requirements are representative of minimum levels of knowledge, skills, or abilities. Duties, responsibilities, and activities may change, or new ones may be assigned, at any time with or without notice, at the discretion of the Public Works Department Head. Employment with the Town remains at-will unless otherwise provided by Town Charter, ordinance, or a written agreement approved by the Town Commission.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position, consistent with the Americans with Disabilities Act (ADA) and the Florida Civil Rights Act.



OCEAN RIDGE POLICE DEPARTMENT

General Orders JC2-A

CHIEF OF POLICE

I. JOB CLASSIFICATION

A. PURPOSE

The purpose of this classification is to direct, develop, plan, and control the operations of the Police Department in order to preserve public peace, to protect lives, property and rights of the public, and to enforce statutory law and municipal ordinances. An employee in this classification serves as department head for the Police Department and Code Compliance. Responsibilities include developing, evaluating, and implementing policy and procedure; strategic planning; developing and training staff; ensuring general morale and well-being of the organization; and ensuring good working relationships with and between other departments, the Office of the Town Manager, the Mayor and Commission, and the general public.

B. ESSENTIAL FUNCTIONS

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

1. Formulates policy and procedures; plans, develops, and directs departmental operations; assesses effectiveness and implements changes as needed; makes recommendations to Commission concerning policy.
2. Identifies needs, obtains and allocates resources for the department; prepares and administers the departmental budget and adjusts priorities as needed; reviews and approves budget expense requests; develops alternative funding proposals, such as grant applications and administers same.
3. Oversees departmental operations and ensures that all activities comply with policies, procedures, standards and related regulations, including patrol, crime deterrence and arrests, records maintenance and dissemination, and other departmental programs and services.
4. Manages personnel functions for the department; plans and oversees the work of subordinate supervisors who in turn supervise officers, investigators, and technicians; ensures personnel records are maintained

accurately; resolves difficult employee relations issues; interviews, hires, promotes and discharges personnel as appropriate; investigates complaints against departmental personnel; ensures staff understands the impact and effect of responsibilities; prepares and reviews employee evaluations; ensures staff receives training and necessary resources to carry out duties effectively; prepares and/or reviews reports of employee injuries.

5. Prepares documents for civil litigation; writes letters to citizens; prepares and reviews a variety of reports, evaluations, records, and recommendations.
6. Performs a variety of public relations duties including preparing news releases; developing collaborative relationships with other law enforcement and public safety agencies, community groups, etc.; responding to questions from the public regarding public safety issues, departmental policies, procedures, and services.
7. Establishes and maintains positive public relations; responds to questions, complaints, and requests for information; attends and addresses neighborhood groups, schools, civic organizations, and churches; assists with community activities, programs, and crime prevention; attends official functions, council, and community meetings; makes presentations and public speeches to the media, civic groups, schools, and churches; serves on special panels, boards, and/or committees as assigned.
8. Provides information and resolves difficult complaints from the general public, other agencies, and community groups; makes periodic public addresses; represents Town at regional functions.
9. Attends meetings of citizens' groups; attends Law Enforcement Planning Council meetings; attends Palm Beach Chiefs' Association meetings; attends staff meetings; meets with members of the department; attends City Commission meetings; attends officer training meetings.
10. Serves as a director of the Department of Public Safety Support Group Inc. per Corporate Bylaws.

C. ADDITIONAL FUNCTIONS

1. Performs functions of subordinate positions as necessary.
2. Performs other related duties as required.

D. MINIMUM QUALIFICATIONS

1. Bachelor's degree in criminal justice, business administration, public administration, or closely related field; supplemented by six (6) years previous experience and/or training that includes senior management in a

law enforcement agency; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities

2. Must possess and maintain certification as a Police Officer from the Florida Department of Law Enforcement.
3. Must possess and maintain a valid Florida driver license.

ACCREDITATION STANDARDS: CFA

REVIEWED:

REVISED:

APPROVED: *digitally signed by the Chief of Police via PowerDMS workflow*



OCEAN RIDGE POLICE DEPARTMENT

General Orders 2.6

RESERVE POLICE OFFICERS

I. PURPOSE:

To establish guidelines and authority to Reserve Police Officers of Ocean Ridge Police Department.

II. POLICY:

The need for additional police personnel or to meet the demands created by emergencies such as civil disturbance, natural disasters, and other urgent situations or to supplement police operations may be filled by Reserve Police Officers.

III. PROCEDURE:

The Chief of Police or his designee shall be the appointing authority and retains authority to rescind the appointment of any Reserve Police Officer at any time, with or without cause, and to limit the extent of law enforcement authority, which he/she delegates. Reserve Police Officer must meet all state certification requirements set forth by F.S. 943.10 and shall have the same authority as full time officers. For the purposes of this policy part-time officers shall be referred to a "Reserve Police Officers."

A. RESERVE POLICE OFFICER FUNCTION:

1. Reserve Police Officers shall be subject to the rules, regulations, policies and procedures of the department. Reserve police officers are restricted in their ability to perform law enforcement duties to those areas in which they have received training.
2. They may be assigned to the road patrol function or other functions as determined by the Chief of Police or his designee. Reserve Police Officers may assist in crowd control at special events, answering calls for service, writing reports, enforcing laws in a manner consistent with agency policies, or in any capacity that assists the department.

3. Reserve Police Officers are provided with public liability protection equal to that provided to full-time officers and are bonded with the coverage provided to full-time officers performing like functions.
4. Reserve Police Officers shall:
 - a. Take a sworn oath of office and shall maintain CJSTC mandatory training for police officers.
 - b. Maintain familiarity with all departmental rules, regulations, directives, General Orders; and shall adhere to their responsibilities.
 - c. Reserve Police Officers shall serve a minimum of ninety-six (96) hours annually. Failure to do so may result in dismissal. All reserve officers who do not meet this minimum standard will be reviewed by the Chief of Police or his designee.

B. APPLICANT AND SELECTION PROCESS:

1. Application processing of persons seeking a Reserve Police Officer position shall be coordinated through the Chief of Police or his designee.
2. Reserve Police Officers shall be subject to the same application and selection criteria as full-time officers.
3. Applicants for Reserve Police Officer positions must comply with eligibility requirements established for full-time police officers per F.S. 943.13
4. Persons in the following occupations are not eligible for appointment to avoid any conflict of interest.
 - a. Anyone currently employed as a security guard, private investigator, or similar occupation
 - b. Persons involved in the sale of or distribution of alcoholic beverages
 - c. Bail bondsmen, criminal attorneys, and employees or investigators of the Office of the State Attorney

C. TRAINING:

1. Reserve Police Officers shall successfully complete the departments Field Training program.
2. Reserve Police Officers will be provided with training that meets the police department and the Florida Criminal Justice Standards and Training Commission requirements for those full-time officers performing like functions including FDLE mandatory retraining required by CJSTC.

3. Reserve Police Officers will receive annual training to include weapons, lethal, less-lethal, use-of-force, conducted electrical weapon (taser), and legal updates required by department standards.
4. Reserve Police Officers will be restricted in their ability to perform law enforcement duties to only those areas for which they have received training.

D. DUTIES AND RESPONSIBILITY:

1. A Reserve Police Officer may perform limited duties on his/her own, as directed by the Sergeant, Lieutenant, Captain, or Chief of Police.
2. Maintain their uniform and equipment in accordance with departmental rules, regulations, and procedures.
3. All worked hours, whether paid or not, must be properly logged within the reserve officer logbook maintained by dispatch.
4. Reserve Police Officers must physically check in with Dispatch to obtain any necessary paperwork.
5. Reserve Police Officers must contact the on-duty supervisor to obtain a vehicle assignment as well as any special assignments.
6. Reserve Police Officers may request or be assigned to work extra-duty details based upon the needs of the agency as well as the availability of resources.
7. Reserve Police Officers will assist in crowd control at special events, answering calls for service, writing reports, enforcing laws in a manner consistent with agency orders, or in any capacity that assists the police department.
8. Performance evaluations for Reserve Police Officers will not be conducted.

E. UNIFORMS AND EQUIPMENT:

1. The uniforms and equipment of a Reserve Police Officer will be the same as that of a fulltime police officer. Quantities may differ to reflect the level of activity.
2. Reserve Police Officers are permitted to carry a handgun while off-duty after authorization from the Chief of Police in accordance with Florida State Statute 790.052. This will not exclude those Reserve Police Officers who have a valid concealed firearms permit from carrying a personal handgun in accordance with Florida State Statute 790.06.

F. MEDICAL COVERAGE, INSURANCE AND BENEFITS:

1. Any physical examination required by the Town of Ocean Ridge will be provided at no cost to an applicant for the position of Reserve Police Officer.
2. Reserve Police Officers are not provided with life, accidental death, and dismemberment insurance benefits from the Town.
3. Medical costs for injuries sustained in the line of duty are covered by the Town of Ocean Ridge's worker's compensation insurance.
4. Reserve Police Officers are not entitled to benefits under the police pension and town retirement fund.
5. Reserve Police Officers are entitled to receive death benefits from the State of Florida Death Benefit Fund if death occurs while on-duty or as a result of an injury incurred while on-duty.
6. Vacation pay, holiday pay, or sick leave benefits are not provided to Reserve Police Officers.

ACCREDITATION STANDARDS: CFA 2.08, 9.06, 10.14, 10.10

REVIEWED:

REVISED:

APPROVED: *digitally signed by the Chief of Police via PowerDMS workflow*



OCEAN RIDGE POLICE DEPARTMENT

General Orders JC2-B

LIEUTENANT

I. JOB CLASSIFICATION

A. PURPOSE

The purpose of this classification is to supervise, manage, and lead the operations of the Police Department under the direction of the Chief of Police in order to preserve peace; to protect lives, property, and rights of the public; and to enforce statutory laws and ordinances. Serve as Second in Command of Police Department and as the acting Chief of Police in his or her absence

B. ESSENTIAL FUNCTIONS

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

1. Supervises, directs, and evaluates assigned staff, processing employee concerns and problems, directing work, counseling, disciplining, and completing/reviewing employee performance appraisals; schedules, assigns work of subordinates, makes staffing decisions, and authorizes overtime to ensure adequate coverage at all times; ensures proper allocation of personnel and other resources.
2. Supervises and manages the activities of the Police Department; establishes goals and objectives for staff; evaluates services to determine proficiency level and identify areas requiring improvement; formulates and executes action plans to correct deficiencies; develops and implements work methods and practices, policies, and standard operating procedures; assumes responsibility for leadership, motivation, and morale of subordinates; provides assistance and support to subordinates as needed.
3. Keeps Police Chief informed of activities, including the status of major cases, progress towards objectives, problems and critical incidents, and complaints; adheres to all reporting requirements.
4. Oversees daily activities of Police Department either personally or through subordinate supervisors; coordinates and delegates investigations, patrols, special assignments, or other tasks; schedules and conducts shift meetings and inspections; monitors radio transmissions to ensure all calls are

answered; responds to calls of serious nature and to scene of subordinates' calls to answer questions, authorize actions, take control of situation, monitor officers' performance, and serve as a back-up unit;; takes appropriate measures to ensure safety of officers.

5. Evaluates equipment needs for the Department based on crime patterns, calls for services, equipment serviceability, and daily equipment inventory reports; reviews and approves requisitions for recommended equipment, uniforms, materials and supplies; ensures optimal deployment and accountability for physical resources; oversees maintenance and issue of equipment through subordinates.
6. Assists with planning and coordination of training; schedules in-service training for subordinates; presents training sessions on topics falling within area of responsibility or knowledge and expertise of the individual.
7. Assists with long-range planning, annual budget preparation, capital outlay requests, and grant applications for the department; participates in the development and implementation of special programs and projects; monitors expenditures for compliance with adopted budget; may administer federal grants.
8. Conducts, monitors, and/or oversees details and progress of investigations into criminal activity and crime scenes; assists officers with complex situations or cases; documents case information and prepares case files to assist with prosecution of major cases; appears in court to present evidence and testimony on cases being prosecuted.
9. Conducts, participates in, and/or cooperates with internal investigations regarding complaints against subordinates; recommends disciplinary action as appropriate.
10. Cooperates with and serves as liaison to federal, state, and local law enforcement agencies and their officers or representatives when activities are related to investigations within town jurisdiction.
11. Establishes and maintains positive public relations; responds to questions, complaints, and requests for information; attends and addresses neighborhood groups, schools, civic organizations, and churches; assists with community activities, programs, and crime prevention; attends official functions, council, and community meetings; makes presentations and public speeches to the media, civic groups, schools, and churches; serves on special panels, boards, and/or committees as assigned.
12. Reviews documents processed by subordinates to ensure accuracy; reviews previously assigned cases with officers; discusses errors and recommends method for corrective action; provides technical assistance as needed.

13. Enforces all city and state codes, ordinances, laws and regulations in order to protect life and property and to prevent crime and promote security; ensures safety of officers.
14. Maintains a comprehensive, current knowledge and awareness of applicable laws/regulations; reads professional literature; maintains professional affiliations; attends supervisory meetings, seminars, workshops, and training sessions as appropriate.
15. Completes, prepares, reviews, and/or approves a variety of forms, logs, requests, records, reports, correspondence, and various other documents associated with daily responsibilities of this position; prepares and maintains files and administrative records.
16. Oversees activities of records, training, professional standards, research and development, community outreach functions, investigations and property/evidence processing.
17. Assignment includes responsibility for administering the departmental recruitment and selection process; conducts recruitment demonstrations at police academies; conducts hiring interviews with applicants; oversees testing, orientation, and department-wide training when necessary.

C. ADDITIONAL FUNCTIONS

1. Answers the telephone; provides information, advice and guidance; takes and relays messages and/or directs calls to appropriate personnel; returns calls as necessary.
2. Receives, reviews, and forwards e-mails.
3. Responds to requests/subpoenas for records and reports.
4. Performs duties of other officers as necessary and other duties as required.

D. MINIMUM QUALIFICATIONS

1. High school diploma or GED; supplemented by six (6) years previous experience and/or training that includes law enforcement, administration, supervisory, and investigative work; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.
2. Must possess and maintain certification as a Police Officer from the Florida Department of Law Enforcement.
3. Must possess and maintain a valid Florida driver's license.

ACCREDITATION STANDARDS: CFA None

REVIEWED:

REVISED:

APPROVED: *digitally signed by the Chief of Police via PowerDMS workflow*



OCEAN RIDGE POLICE DEPARTMENT

General Orders JC2-C

SERGEANT

I. JOB CLASSIFICATION

A. PURPOSE

The purpose of this classification is to perform supervisory and general law enforcement work in order to preserve public peace; to protect lives, property, and rights of the public; and to enforce statutory laws and municipal ordinances. Work involves supervising an assigned platoon, including assigning and reviewing the work of police officers, or overseeing a functional area i.e., Code Compliance, Training, Public Information, etc.; and performing administrative duties. Work involves patrolling Town streets and neighborhoods to deter crime; apprehending violators or suspects; responding to calls for law enforcement assistance; and gathering information for criminal investigations.

B. ESSENTIAL FUNCTIONS

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

1. Supervises, directs, and evaluates assigned staff, processing employee concerns and problems, directing work, counseling, disciplining, and completing employee performance appraisals; Oversees and monitors daily activities of assigned platoon; allocates priority of calls for services; oversees/monitors subordinates' response to incidents and assists officers with complex situations or cases; distributes information and relays special instructions received during a watch; delegates investigations, patrols, special assignments, or other platoon tasks to subordinate personnel; reviews work of officers including notes and reports prepared for shift activities, offenses and incidents, victim and suspect statements, and other related information; keeps superiors informed of all activities of platoon.
2. Instructs and directs subordinates regarding proper procedures and protocol of the department; schedules and conducts in-service training in weapons, policy and procedure, computer use, and other pertinent topics; inspects personnel for compliance with guidelines, uniform requirements, and other departmental regulations.

3. Performs various personnel and administrative tasks to ensure proper functioning of unit; schedules/approves staffing, coverage, and leave; requests overtime as necessary to ensure adequate coverage; prepares shift, incident, monthly and other reports; maintains records pertaining to unit activities, inspecting officers' uniforms, vehicles, etc.
4. Enforces all town, county, and state codes, ordinances, laws, and regulations in order to protect life and property and to prevent crime and promote security; apprehends and/or arrests persons who violate state, county or town codes and laws and advises suspects of rights; processes and transports prisoners according to procedure.
5. Maintains visibility by patrolling assigned areas, town streets, parks, neighborhoods, and businesses in a marked police vehicle; remains alert to suspicious activities or persons and reacts appropriately; inspects troublesome areas and checks security of residences and business establishments; performs surveillance of various locations and of criminal suspects; collects and reviews data; develops trends and/or patterns pertaining to locations/suspects; files intelligence reports.
6. Determines probable cause to search and/or reasonable suspicion to detain suspects; obtains warrants and performs various search operations; locates missing persons; pursues fleeing and subdues resisting suspects; and effects arrests; serves criminal warrants and legal documents.
7. Monitors radio and responds to emergency calls/calls for assistance; communicates with radio dispatcher and responds to complaints, reports of criminal events, requests for law enforcement, and domestic or public disputes; assesses situation and takes appropriate actions to bring situation to resolution; follows standard operating procedures when responding to calls; provides backup assistance to subordinate and fellow officers as requested/necessary; contacts command/supervisory personnel for emergency response and critical incident communications.
8. Secures crime scenes; gathers preliminary information in criminal investigations by obtaining statements from victims, witnesses and suspects; performs searches of people, vehicles and buildings; prepares investigative reports of findings, facts, and related information; detects and collects evidence and substances that provide the basis for probable cause for criminal acts; testifies in court.
9. Enforces traffic laws and regulations; stops vehicles for traffic violations and issues traffic citations/warnings; directs vehicle and pedestrian traffic around accidents, disabled traffic control devices, or heavily congested areas; establishes road blocks; administers field sobriety tests; identifies wanted persons/vehicles; impounds vehicles; assists disabled motorists;

directs traffic for funerals and other public gatherings; ensures roadways are clear of obstacles and hazards.

10. Responds to accident calls; gathers information at the accident scene; investigates accidents involving serious injury; fatality, or hit-and-run; interviews victims and witnesses; notifies relatives of victims as necessary.
11. Performs tasks as necessary to assist at the scene of accidents, crimes, or other incidents, including crowd control, first aid, rescue functions, etc.
12. Completes and/or reviews paperwork documenting platoon and incident activities; completes reports to accurately record criminal offenses; completes and prepares a variety of forms, logs, requests, records, reports, correspondence, and various other documents associated with daily responsibilities of this position; maintains administrative records and files.
13. Engages in public relations and community service activities and events to promote a positive image for the department and to build cooperative and collaborative relationships with the community; responds to questions, complaints, and requests for information by telephone or in person from merchants, community/civic organizations, the general public, employees, superiors, and other individuals.
14. Enters/retrieves data to/from computer system including stolen property, arrest and wanted persons information, investigation data, and criminal/driving records checks; reviews crime statistics.
15. Maintains current manuals, policies and procedures, employee handbooks, various maps, and related material for reference and/or review.
16. Attends shift meetings, seminars, and specialized/update training sessions as required to maintain knowledge of departmental and town operations, to promote improved job performance, and to maintain knowledge of changing policies, procedures, codes, and laws.
17. Investigates complaints against officers; represents the department as Public Information Officer; informs media of newsworthy events; coordinates court appearances and acts as liaison between Police Department and courts; answers records requests from counsel, State Attorney's Office, and other agencies; writes or completes policies, grants; and surveys; interviews and serves on oral boards for potential employees; subscribes, disseminates, and maintains support materials, including periodicals and research materials.
18. Cooperates with federal, state, and local law enforcement agencies and their officers or representatives when activities are related to investigations within town jurisdiction; assists in the prosecution of offenders; appears in court to present evidence and testimony.

C. ADDITIONAL FUNCTIONS

1. Assists with interdepartmental duties and town activities, which may include; directing traffic, assisting in animal control, providing security at town social events and activities, special escorts, crowd/riot control, or other special assignments.
2. Maintains police vehicles and equipment, including firearms; shuttles vehicles for maintenance purposes.
3. Answers the telephone; provides information, advice and guidance; takes and relays messages and/or direct calls to appropriate personnel; returns calls as necessary.
4. Substitutes for co-workers in temporary absence of same; may assist with overseeing activities of other police officers as assigned; performs various clerical and administrative duties in support of departmental activities; performs other related duties as assigned and required.

D. MINIMUM QUALIFICATIONS

1. High school diploma or GED; supplemented by three (3) years previous experience and/or training that includes law enforcement, administration, and investigative work; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.
2. Must possess and maintain certification as a Police Officer from the Florida Department of Law Enforcement.
3. Must possess and maintain a valid Florida driver's license.

ACCREDITATION STANDARDS: CFA None

REVIEWED:

REVISED:

APPROVED: *digitally signed by the Chief of Police via PowerDMS workflow*



OCEAN RIDGE POLICE DEPARTMENT

General Orders JC2-D

POLICE OFFICER

I. JOB CLASSIFICATION

A. *PURPOSE*

The purpose of this position is to perform general law enforcement work in order to preserve public peace; to protect lives, property, and rights of the public; to enforce statutory law and municipal Ordinances; to deter crime; and to respond to calls for law enforcement assistance.

B. *ESSENTIAL FUNCTION*

The following duties are normal for this position. The omission of specific statements of the duties do not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

1. Enforces all Town and State codes, ordinances, laws, and regulations in order to protect life and property and to prevent crime and promote security; apprehends and/or arrests persons who violate Federal, State or Town codes and laws and advises suspects of rights; processes and transports prisoners according to procedure.
2. Maintains visibility by patrolling assigned areas, Town streets, parks, neighborhoods, and businesses in a marked police vehicle; remains alert to suspicious activities or persons and reacts appropriately; inspects troublesome areas and checks security of business establishments and residences; performs surveillance of various locations and of criminal suspects; collects and reviews data; develops trends and/or patterns pertaining to locations/suspects; files intelligence reports.
3. Monitors radio and responds to emergency calls/calls for assistance; communicates with radio dispatcher and responds to complaints, reports of criminal events, requests for law enforcement, and domestic or public disputes; assesses situation and takes appropriate actions to bring situation to resolution; follows standard operating procedures when responding to calls; provides backup assistance to fellow officers as requested/necessary; contacts command/supervisory personnel for emergency response and critical incident communications.

4. Secures crime scenes; gathers information in criminal investigations by obtaining statements from victims, witnesses and suspects; performs searches of persons, vehicles and buildings; prepares investigative reports of findings, facts, and related information; detects and collects evidence and substances that provide the basis for probable cause for criminal acts; testifies in court.
5. Determines probable cause to search and/or reasonable suspicion to detain suspects; obtains warrants and performs various search operations; locates missing persons; pursues fleeing and subdues resisting suspects; and effects arrests; serves criminal warrants and legal documents.
6. Enforces traffic laws and regulations; stops vehicles for traffic violations and issues traffic citations/warnings; directs vehicle and pedestrian traffic around accidents, disabled traffic control devices, or heavily congested areas; establishes road blocks; administers field sobriety tests; identifies wanted persons/vehicles; impounds vehicles; assists disabled motorists; directs traffic for funerals and other public gatherings; ensures roadways are clear of obstacles and hazards.
7. Responds to accident calls; gathers information at the accident scene; investigates accidents involving serious injury; fatality, or hit-and-run; interviews victims and witnesses; notifies relatives of victims as necessary.
8. Performs tasks as necessary to assist at the scene of accidents, crimes, or other incidents, including crowd control, first aid, rescue functions, etc.
9. Completes and/or reviews paperwork documenting shift and incident activities; completes State reports to accurately record criminal offenses; completes and prepares a variety of forms, logs, requests, records, reports, correspondence, and various other documents associated with daily responsibilities of this position; maintains administrative records and files.
10. Engages in public relations and community service activities and events to promote a positive image for the department and to build cooperative and collaborative relationships with the community; responds to questions, complaints, and requests for information by telephone or in person from merchants, community/civic organizations, the general public, employees, superiors, and other individuals.
11. Enters/retrieves data to/from computer system including stolen property, arrest and wanted persons information, investigation data, and criminal/driving records checks; reviews crime statistics.
12. Attends shift meetings, seminars, and specialized/update training sessions as required to maintain knowledge of departmental and town operations, to promote improved job performance, and to maintain knowledge of changing policies, procedures, codes, and laws.

13. Cooperates with Federal, State, and Local law enforcement agencies and their officers or representatives when activities are related to investigations within Town jurisdiction; assists in the prosecution of offenders; appears in court to present evidence and testimony.

C. ADDITIONAL FUNCTIONS

1. Maintains police vehicle and equipment, including firearms; shuttles vehicles for maintenance purposes. Answers the telephone; provides information, advice and guidance; takes and relays messages and/or direct calls to appropriate personnel; returns calls as necessary.
2. Substitutes for co-workers in temporary absence of same; may assist with overseeing activities of other police officers as assigned; performs various clerical and administrative duties in support of departmental activities; performs other related duties as required.

D. MINIMUM QUALIFICATIONS

1. High school diploma or GED; equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.
2. Must possess and maintain a Police Certificate from the Florida Department of Law Enforcement.
3. Must be certified in firearms usage.
4. Must possess and maintain a valid Florida driver's license.
5. Additional training and certification may be required as appropriate to assignment.

ACCREDITATION STANDARDS: CFA None

REVIEWED:

REVISED:

APPROVED: *digitally signed by the Chief of Police via PowerDMS workflow*



OCEAN RIDGE POLICE DEPARTMENT

General Orders JC2-E POLICE DETECTIVE

I. JOB CLASSIFICATION

A. **PURPOSE**

The purpose of this position is to perform general law enforcement work in order to preserve public peace; to protect lives, property, and rights of the public; to enforce statutory law and municipal ordinances; to deter crime; and to respond to calls for law enforcement assistance.

B. **ESSENTIAL FUNCTIONS**

The following duties are normal for this position. The omission of specific statements of the duties do not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

1. Enforces all Town and State codes, ordinances, laws, and regulations in order to protect life and property and to prevent crime and promote security; apprehends and/or arrests persons who violate Federal, State or Town codes and laws and advises suspects of rights; processes and transports prisoners according to procedure.
2. Maintains visibility by patrolling assigned areas, Town streets, parks, neighborhoods, and businesses in a marked police vehicle; remains alert to suspicious activities or persons and reacts appropriately; inspects troublesome areas and checks security of business establishments and residences; performs surveillance of various locations and of criminal suspects; collects and reviews data; develops trends and/or patterns pertaining to locations/suspects; files intelligence reports.
3. Monitors radio and responds to emergency calls/calls for assistance; communicates with radio dispatcher and responds to complaints, reports of criminal events, requests for law enforcement, and domestic or public disputes; assesses situation and takes appropriate actions to bring situation to resolution; follows standard operating procedures when responding to calls; provides backup assistance to fellow officers as requested/necessary; contacts command/supervisory personnel for emergency response and critical incident communications.

4. Secures crime scenes; gathers information in criminal investigations by obtaining statements from victims, witnesses and suspects; performs searches of persons, vehicles and buildings; prepares investigative reports of findings, facts, and related information; detects and collects evidence and substances that provide the basis for probable cause for criminal acts; testifies in court.
5. Completes in depth and specialized crime scene processing using advanced knowledge, skills and equipment that would not be normally available to road patrol officers.
6. Conduct follow up and in depth interviews with victims, witnesses and suspects in the form of casual conversation, written statements, formal sworn written statements or in the form of a formal sworn taped statement.
7. Determines probable cause to search and/or reasonable suspicion to detain suspects; obtains warrants and performs various search operations; locates missing persons; pursues fleeing and subdues resisting suspects; and effects arrests; serves criminal warrants and legal documents.
8. Enforces traffic laws and regulations; stops vehicles for traffic violations and issues traffic citations/warnings; directs vehicle and pedestrian traffic around accidents, disabled traffic control devices, or heavily congested areas; establishes road blocks; administers field sobriety tests; identifies wanted persons/vehicles; impounds vehicles; assists disabled motorists; directs traffic for funerals and other public gatherings; ensures roadways are clear of obstacles and hazards.
9. Responds to accident calls; gathers information at the accident scene; investigates accidents involving serious injury; fatality, or hit-and-run; interviews victims and witnesses; notifies relatives of victims as necessary.
10. Performs tasks as necessary to assist at the scene of accidents, crimes, or other incidents, including crowd control, first aid, rescue functions, etc.
11. Completes and/or reviews paperwork documenting shift and incident activities; completes State reports to accurately record criminal offenses; completes and prepares a variety of forms, logs, requests, records, reports, correspondence, and various other documents associated with daily responsibilities of this position; maintains administrative records and files.
12. Engages in public relations and community service activities and events to promote a positive image for the department and to build cooperative and collaborative relationships with the community; responds to questions, complaints, and requests for information by telephone or in person from merchants, community/civic organizations, the general public, employees, superiors, and other individuals.

13. Enters/retrieves data to/from computer system including stolen property, arrest and wanted persons information, investigation data, and criminal/driving records checks; reviews crime statistics.
14. Maintains current manuals, policies and procedures, employee handbooks, various maps, and related material for reference and/or review.
15. Attends shift meetings, seminars, and specialized/update training sessions as required to maintain knowledge of departmental and town operations, to promote improved job performance, and to maintain knowledge of changing policies, procedures, codes, and laws.
16. Cooperates with Federal, State, and Local law enforcement agencies and their officers or representatives when activities are related to investigations within Town jurisdiction; assists in the prosecution of offenders; appears in court to present evidence and testimony.

C. ADDITIONAL FUNCTIONS

1. Maintains police vehicle and equipment, including firearms; shuttles vehicles for maintenance purposes. Answers the telephone; provides information, advice and guidance; takes and relays messages and/or direct calls to appropriate personnel; returns calls as necessary.
2. Substitutes for co-workers in temporary absence of same; may assist with overseeing activities of other police officers as assigned; performs various clerical and administrative duties in support of departmental activities; performs other related duties as required.
3. Communicate directly with the Assistant State Attorney as well as other legal counsel regarding case preparation, presentation, pleas arrangements, pre-diversionary programs and other related legal matters.
4. Attend special purpose meetings and training sessions/classes as deemed necessary by the agency.

D. MINIMUM QUALIFICATIONS

1. This position requires exceptional organizational skills as well as the ability to multi-task while being self-motivated and self-initiating. The ability to work without direct supervision is required.
2. High school diploma or GED; equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.
3. Must possess and maintain a Police Certificate from the Florida Department of Law Enforcement.

4. Must be certified in firearms usage.
5. Must possess and maintain a valid Florida driver's license.
6. Additional training and certification may be required as appropriate to assignment.

ACCREDITATION STANDARDS: CFA None

REVIEWED:

REVISED:

APPROVED: *digitally signed by the Chief of Police via PowerDMS workflow*



OCEAN RIDGE POLICE DEPARTMENT

General Orders JC2-F DISPATCH MANAGER

I. JOB CLASSIFICATION

A. PURPOSE

Under direction of Police Command staff, supervises and coordinates Police communications center activities and operations in support of Town-wide emergency and non-emergency police services; serves as the custodian of records and liaison with outside agencies; and provides responsible and complex staff assistance to Police Command staff.

This classification performs the duties of Dispatcher/Clerk, receptionist, clerical, and data-entry work for the Police Department. Class specifications are intended to present a descriptive list of the range of duties performed. Specifications are not intended to reflect all duties performed within the job.

B. AUTHORITY

1. The Chief of Police shall have the authority to issue or amend by adding to or deleting any portion of the Ocean Ridge Police Department's Dispatch Manager Job Classification at any time. In the Chief's absence, the Chief's designee shall have the same authority.

C. ESSENTIAL FUNCTIONS

1. Representative Duties Coordinate the organization, staffing, and operational activities for the Police Communications Center; ensure programs and functions are in compliance with state and federal mandates.
2. Participate in the development and implementation of goals, objectives, policies, and priorities for assigned functions and operations; recommend and implement resulting policies and procedures.
3. Identify opportunities for improving service delivery methods and procedures; identify resource needs; review with appropriate command staff; implement improvements.
4. Direct, coordinate, and review the work plan for assigned dispatch services and activities; coordinate shift coverage and work flow; assign work

activities and projects; monitor workflow; review and evaluate work products, methods, and procedures.

5. Participate in the selection of dispatch personnel; provide or coordinate staff training; work with employees to correct deficiencies.
6. Prepares monthly schedule; posts vacations; prepares list of available overtime; processes vacation and sick leave and shift trade request paperwork; posts schedule. May counsel and discipline employees, supervises; directs, and evaluates assigned staff, processing employee concerns and problems, directing work, counseling, disciplining, and completing employee performance appraisals; covers shift when dispatcher is unavailable.
7. Participate in the development and administration of assigned program budget; forecast funds needed for staffing, equipment, materials, and supplies; and other equipment; monitor expenditures; recommend adjustments as necessary.
8. Maintain department compliance with new and changing laws, policies, and procedures related to the dispatch and records functions; inform staff of changes in laws and other agency requirements.
9. Provide assistance to Police Command staff; collect data, and prepare a variety of statistical and written reports as required; prepare and present staff reports and other correspondence as appropriate and necessary.
10. Reviews dispatch entries, police reports and supplemental reports turned in to ensure accuracy and completeness; codes, sorts and types dispatch entries.
11. Serve as the liaison for the agency.
12. Maintains case and court information on misdemeanor and felony cases; forwards information to State Attorney's Office.
13. Submits citations and witness lists to Clerk of Court; transmits citation and crash data to the state; posts court disposition information on citations and in files.
14. Serve as the designated FCIC Agency Coordinator (FAC); Point of Contact (POC) for DAVID; assume responsibility for validations, audits, submission of Uniform Crime Reporting (UCR) as required, and other related assignments.
15. Provide documents, 9-1-1 recordings, policies, offense reports, and related items in response to court/attorney subpoenas; provide required information

for criminal and internal affairs investigations; make decisions as to the legality of release of reports to various individuals and agencies.

16. Attend and participate in professional group meetings; maintain awareness of new trends and developments in the fields of public safety telecommunications and records management; incorporate new developments as appropriate into programs.
17. Maintains equipment and supply inventories; reports equipment and radio repairs; orders supplies.
18. Perform related duties as required.

D. QUALIFICATIONS

1. Knowledge of:
 - a. Operational characteristics, services, equipment, and activities of a police communications center.
 - b. Organization, procedures, and operating details of a police communications center.
 - c. Principles, practices, and terminology used in a police communications center.
 - d. Principles and practices of employee supervision, training, and review and evaluation.
 - e. Principles of municipal budget preparation and control.
 - f. Pertinent federal, state, and local laws, codes, and regulations including applicable laws governing the retention and dissemination of police reports and records.
 - g. FCIC/NCIC/NLETS policies and procedures to include the responsibility of being the agencies assigned FCIC Agency Coordinator (FAC)
 - h. DAVID policies and procedures to include the responsibility of being the agencies assigned Point of Contact (POC)
 - i. TRACS policies and procedures
 - j. CAD/RMS policies and procedures
 - k. Florida Public Records Law and record keeping procedures and practices.

- i. Participate in the preparation and administration of assigned budgets.
- j. Understand the organization and operation of the Town and of outside agencies as necessary to assume assigned responsibilities.
- k. Understand, interpret, and apply general and specific administrative and departmental policies and procedures as well as applicable federal, state, and local policies, laws, and regulations.
- l. Work under pressure, exercise good judgment and make sound decisions in emergency situations
- m. Effectively represent the Town to outside individuals and agencies to accomplish the goals and objectives of the unit.
- n. Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, Town staff, or other agencies on sensitive issues in area of responsibility.
- o. Establish and maintain effective working relationships with those contacted in the course of work as well as supervisory personnel, coworkers, subordinate personnel, and other agencies.

ACCREDITATION STANDARDS: CFA None

REVIEWED:

REVISED:

APPROVED: *digitally signed by the Chief of Police via PowerDMS workflow*



OCEAN RIDGE POLICE DEPARTMENT

General Orders JC2-G

DISPATCHER

I. JOB CLASSIFICATION

A. PURPOSE

The purpose of this classification is to answer multiple telephone lines, to communicate effectively with persons requesting emergency and non-emergency police, fire, or EMS assistance, to clearly relay information for dispatch or transfer calls appropriately, and to maintain logs and records of communications activities.

B. ESSENTIAL FUNCTIONS

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

1. Performs multiple tasks simultaneously; takes appropriate action when presented with a routine call or a stressful life/death situation; remains calm under all circumstances.
2. Answers incoming telephone calls; receives and transmits information, complaints, and requests for assistance.
3. Communicates effectively and coherently over law enforcement, fire, rescue, and EMS radio channels; obtains necessary information and dispatches patrol cars, detectives, rescue squads, wreckers, and fire trucks; requests ambulances as needed; conducts investigations on some calls; assigns case numbers to calls.
4. Maintains conversation with caller to obtain/verify pertinent information and to comfort them until assistance arrives; interacts with highly emotional people who are experiencing death, illness, domestic abuse, child abuse, mental illness, suicide, natural disasters, etc.
5. Operates teletype NCIC/FCIC and LinX and other database tools and programs; enters and retrieves information from computer; modifies, locates, maintains, saves, and/or clears files and records within database.
6. Operates radios; monitors radio channels.

7. Provides information and addresses to the public and police as requested; maintains information on pursuits; knows location of units at all times.
8. Updates Town and County locations and phone numbers.
9. Maintains logs and records of radio activities, police actions, and calls taken by Fire Department; prepares and files a variety of reports.
10. Notifies appropriate personnel and/or supervisor of critical situations, weather related information, and problems with communications or computer equipment.
11. Attends training courses as offered by the department or as required by law to maintain applicable Certifications; to remain informed of departmental operations, and to promote improved job performance.
12. Cooperates with Federal, State, and Local law enforcement agencies and their officers or representatives when activities are related to investigations within Town jurisdiction.

C. ADDITIONAL FUNCTIONS

1. Takes and relays messages to officers and supervisors, other divisions, or local agencies; disseminates information to various departments and divisions.
2. Maintains cleanliness of work area; restocks supplies.
3. Performs other related duties as required.

D. MINIMUM QUALIFICATIONS

1. High school diploma or GED; supplemented by little or no previous experience or training involving dispatching; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.
2. Must be able to obtain certification as an 911 Public Safety Dispatcher, and become certified by the Florida and National Crime Information Center (FCIC/NCIC) within one year of employment.
3. Must possess and maintain a valid Florida driver's license.

ACCREDITATION STANDARDS: CFA None

REVIEWED:

REVISED:

APPROVED: *digitally signed by the Chief of Police via PowerDMS workflow*

Agenda: Monday, September 14, 2026
Memo: Item #21.

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum

Subject: Approval of IT Policy

Each year during the budget process, policies associated with financial impacts and/or policies are reviewed and refined as necessary. The Town's IT consultant, Node 0, provided their latest policy which keeps up with cyber-security demands for the Town to accept and approve.

Staff recommends approval.

Suggested Motion: I move to approve.

Respectfully,



INFORMATION TECHNOLOGY & CYBERSECURITY POLICY

Florida Local Government Master Template

Updated for the 2026 Florida Statutes

Document Control	Value
Organization	Town of Ocean Ridge
Policy Owner	Town of Ocean Ridge
Approved By	Town Commission
Effective Date	09/14/26
Review Cycle	At least annually and upon material legal, regulatory, or technology change
Version	2.0 - 2026 Update

Template Notice

This document is a reusable policy template for Florida counties and municipalities. Bracketed fields must be completed before adoption. Local procedures, systems, labor agreements, insurance requirements, records schedules, and law-enforcement arrangements vary. The adopting organization should have its legal counsel review the completed policy and associated procedures before adoption.

2026 Update

This version incorporates the 2026 Florida Statutes, including amendments to Fla. Stat. § 119.0725 concerning agency cybersecurity information and to Fla. Stat. § 501.171 concerning protected personal information, including biometric and geolocation information.

I. PURPOSE, AUTHORITY, AND SCOPE

This Information Technology and Cybersecurity Policy establishes minimum administrative, operational, technical, and physical safeguards for Town of Ocean Ridge (the “Organization”). Its purpose is to protect the confidentiality, integrity, and availability of the Organization’s information, systems, technology resources, operational technology, and services; support continuity of governmental operations; and establish procedures for cybersecurity preparedness, incident response, recovery, required notifications, records protection, and accountability.

This policy is intended to support compliance with applicable federal and Florida requirements, including the Florida Local Government Cybersecurity Act, Fla. Stat. § 282.3185; ransomware incident requirements in Fla. Stat. § 282.3186; agency cybersecurity public-records and meeting protections in Fla. Stat. § 119.0725; the Florida Information Protection Act of 2014 (FIPA), Fla. Stat. § 501.171; applicable public-records and records-retention requirements; and, where applicable, FBI Criminal Justice Information Services (CJIS) Security Policy and Florida Department of Law Enforcement requirements.

The Organization adopts cybersecurity standards consistent with generally accepted cybersecurity best practices, including the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF), as required by Fla. Stat. § 282.3185(4).

Applicability

Fla. Stat. § 282.3185 defines “local government” as a county or municipality. Organizations outside that definition may use this policy as a best-practice framework but should determine separately which statutory provisions apply.

II. DEFINITIONS

Term	Definition
Authorized User	An employee, official, contractor, volunteer, vendor representative, or other person approved to access Organization information resources.
Cybersecurity Incident	An occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system, operational technology, or the information it processes, stores, or transmits, or that constitutes a violation or imminent threat of violation of security policies or procedures.
CJI	Criminal Justice Information, as defined by the FBI CJIS Security Policy and applicable FDLE requirements.
Highly Sensitive Information	Information requiring heightened protection because of law, regulation, confidentiality, operational sensitivity, or risk, including CJI; confidential or exempt records; credentials; financial, medical, health-insurance, biometric, and geolocation information; and other sensitive personal information.
Information Resources	Organization-owned, leased, managed, or authorized hardware, software, networks, cloud services, operational technology, electronic communications, records, applications, accounts, data, and related technology assets.
Operational Technology	Hardware and software that causes or detects change through direct monitoring or control of physical devices, systems, processes, or events.
Personal Information	Information within Fla. Stat. § 501.171, including qualifying combinations of names with specified identifiers; medical or health-insurance information; biometric data; geolocation information; and a user name or e-mail address with credentials permitting access to an online account, subject to statutory exclusions.

Term	Definition
Ransomware Incident	A cybersecurity incident involving malicious software or activity designed to block access to systems or data or otherwise extort payment or compliance in exchange for restoration, nondisclosure, or other action.
Remote Access	Access to Organization systems or data from a location or network not directly controlled by the Organization.
Third Party	A vendor, consultant, contractor, managed service provider, cloud provider, business partner, or other external entity that accesses, stores, processes, transmits, or supports Organization information or systems.

III. GOVERNANCE AND RESPONSIBILITIES

A. Executive Responsibility

[Responsible Official / Administrator] is responsible for executive oversight of this policy and shall ensure that appropriate personnel, vendors, and resources are designated to administer the Organization's cybersecurity program.

B. Information Technology / Security Function

- Maintain and implement technical safeguards, secure configurations, monitoring, backups, recovery capabilities, and cybersecurity procedures.
- Maintain an inventory of critical systems, services, data repositories, network and operational-technology infrastructure, and responsible owners.
- Coordinate cybersecurity risk assessments, remediation, incident response, testing, and required reporting.
- Maintain current emergency, statutory, law-enforcement, insurance, and vendor notification contacts.
- Coordinate with legal counsel, records management, law enforcement, cyber insurance, vendors, and other stakeholders as appropriate.
- Maintain evidence of the Organization's adoption of cybersecurity standards and required notifications to the Florida Digital Service.

C. Department Heads and Supervisors

Department heads and supervisors shall authorize access based on job responsibilities, promptly report personnel changes, identify critical systems and records, support required training, and ensure personnel follow this policy.

D. Users

Users are responsible for protecting credentials, using Organization resources only for authorized purposes, completing required training, complying with security controls, and immediately reporting suspected security events, phishing, lost devices, unauthorized access, or other incidents.

IV. ACCEPTABLE USE AND PROHIBITED ACTIVITIES

Organization information resources shall be used primarily for authorized governmental business. Limited incidental personal use may be permitted when authorized and when it does not interfere with operations, create security risk, violate law or policy, or result in significant cost.

- Attempting unauthorized access, privilege escalation, credential theft, password cracking, security-control bypass, or tampering with systems, logs, software, or configurations.

- Introducing malicious code or intentionally disabling endpoint protection, monitoring, filtering, patching, logging, encryption, or other security controls.
- Installing unauthorized software, browser extensions, remote-access tools, cloud-sync tools, applications, or hardware.
- Using another person's credentials or sharing credentials except through an approved credential-management process for authorized service accounts.
- Using Organization systems for unlawful, harassing, threatening, discriminatory, obscene, fraudulent, or unauthorized commercial activity.
- Copying, transmitting, storing, or disclosing confidential, exempt, sensitive, copyrighted, licensed, or proprietary information without authorization.
- Connecting unauthorized equipment or removable media to Organization networks or systems.
- Forwarding Organization information to personal accounts or unapproved cloud services when not specifically authorized.

V. INFORMATION OWNERSHIP, PRIVACY, PUBLIC RECORDS, AND RETENTION

Information created, received, processed, transmitted, or stored using Organization resources in the course of public business is an Organization resource and may be subject to inspection, retention, disclosure, audit, litigation hold, public-records requirements, confidentiality or exemption provisions, or other legal obligations. Users should have no expectation of personal privacy in Organization systems except as provided by law.

Security controls such as encryption, passwords, labels, or deletion do not eliminate the Organization's lawful right or obligation to access, preserve, review, protect, withhold, or produce information. Records shall be retained and disposed of in accordance with applicable Florida records-retention schedules, legal holds, and Organization procedures.

Cybersecurity and technology records shall be reviewed for applicable confidentiality and public-records exemptions before disclosure. Personnel shall not disclose information protected by Fla. Stat. § 119.0725 or another applicable exemption without authorization and appropriate legal or records review.

VI. ACCESS CONTROL AND IDENTITY MANAGEMENT

A. Least Privilege and Authorization

Access shall be granted only for legitimate business need, approved by an authorized supervisor or system/data owner, and limited to the minimum privileges reasonably necessary. Access rights shall be reviewed periodically and at least annually for sensitive systems or privileged access.

B. Unique Accounts

Users shall be assigned unique accounts. Shared user accounts are prohibited except for specifically authorized technical or service-account purposes with documented compensating controls. Accounts of separated personnel shall be disabled promptly. Generic accounts shall be avoided and documented where technically necessary.

C. Multi-Factor Authentication

- MFA shall be required for remote access to Organization systems and cloud services where technically supported.
- MFA shall be required for privileged, administrative, security, and other high-risk accounts where technically supported.
- MFA should be required for access to sensitive applications and data based on risk and applicable legal or regulatory requirements.

- Phishing-resistant authentication methods should be preferred for privileged and high-risk access when feasible.

D. Passwords and Authentication

Authentication requirements shall align with current NIST guidance, applicable CJIS requirements, vendor capabilities, and Organization risk. Passwords shall be sufficiently long, screened against known compromised or common passwords where supported, protected from disclosure, and changed promptly when compromise is suspected or known. Routine forced password changes shall be used only when required by an applicable standard, system constraint, or documented risk decision. Organization-approved password managers may be used to generate and store unique credentials.

E. Privileged and Service Accounts

Privileged access shall use separate administrative credentials when feasible. Service accounts shall be documented, assigned an owner, restricted in scope, protected by strong credentials or managed identities, and reviewed periodically. Emergency or break-glass accounts shall be tightly controlled, monitored, and tested.

VII. ENDPOINT, NETWORK, SYSTEM, AND OPERATIONAL-TECHNOLOGY SECURITY

- Supported anti-malware or endpoint detection and response protection shall be deployed on applicable endpoints and servers and configured for automatic updates and centralized monitoring where feasible.
- Firewalls, segmentation, secure configuration, and boundary protections shall be used based on risk, including additional segmentation for public safety, CJI, payment, critical infrastructure, operational technology, and other sensitive environments as applicable.
- Operating systems, applications, firmware, network devices, and operational-technology components shall receive security updates and patches in a risk-based and timely manner. Unsupported or end-of-life products shall be upgraded, isolated, replaced, or subject to documented compensating controls.
- Administrative interfaces and management services shall not be exposed to the public Internet unless specifically approved and protected by appropriate safeguards.
- Portable devices and laptops storing or accessing sensitive information shall use encryption where technically feasible and appropriate.
- Unauthorized software and services shall be restricted through technical or administrative controls.

VIII. SECURITY LOGGING AND MONITORING

Critical systems and security tools shall generate and retain logs appropriate to their risk and capability. Logs should capture authentication activity, administrative actions, significant configuration changes, security events, access to sensitive systems, and other information necessary for investigation and accountability.

Security logs shall be protected from unauthorized alteration or deletion and reviewed or monitored at a frequency appropriate to system criticality and applicable requirements. Systems containing CJI shall meet applicable CJIS logging, retention, and review requirements.

IX. BACKUP, RECOVERY, AND RESILIENCE

- Critical systems and data shall be backed up on a schedule appropriate to established recovery point objectives (RPOs).

- Backups shall include protections against unauthorized modification, deletion, ransomware, and credential compromise. Offline, immutable, logically isolated, or otherwise protected backup copies should be maintained where appropriate.
- Backups shall be tested periodically to verify integrity and recoverability.
- Recovery procedures for critical systems shall be documented and tested.
- Backup locations, methods, and dates shall be documented and readily available to support mandatory incident reporting under Fla. Stat. § 282.3185.

X. CYBERSECURITY TRAINING AND AWARENESS

The Organization shall comply with the training requirements of Fla. Stat. § 282.3185(3). Required local-government cybersecurity training shall use the basic and advanced cybersecurity training curricula developed by the Florida Digital Service, as applicable, or an authorized delivery of those curricula. Training completion shall be documented and retained in accordance with applicable records requirements.

Population	Minimum Requirement
All employees with access to the Organization network	Complete basic cybersecurity training within 30 days after commencing employment and annually thereafter.
Technology professionals and employees with access to highly sensitive information	Complete advanced cybersecurity training within 30 days after commencing employment and annually thereafter.
Personnel with access to CJI	Complete all applicable FBI CJIS/FDLE security-awareness training in addition to Florida local-government training requirements.
Incident-response personnel	Receive role-appropriate periodic incident-response training and participate in exercises as appropriate.

The Organization may supplement required training with phishing simulations, targeted security awareness, policy acknowledgments, and role-based training based on risk.

XI. THIRD-PARTY AND VENDOR SECURITY

Third parties shall be granted only the access necessary to perform authorized services. Security obligations shall be addressed in procurement documents, contracts, statements of work, or service agreements as appropriate to the risk.

- Confidentiality and protection of Organization data.
- MFA and secure remote-access requirements where applicable.
- Prompt notification of suspected or confirmed incidents affecting Organization data or systems, including information needed for the Organization to meet statutory deadlines.
- Cooperation with forensic investigation, containment, recovery, notification, public-records review, and preservation requirements.
- Data ownership, return, retention, deletion, and sanitization at termination.
- Background screening or CJIS requirements where applicable.
- Subcontractor and cloud-provider security responsibilities.
- Requirements to maintain supported software and reasonable cybersecurity controls.
- Contractual notification timelines that are shorter than applicable statutory deadlines where needed to allow the Organization to meet its own legal obligations.

XII. INCIDENT RESPONSE PROGRAM

A. Immediate Reporting

All users and third parties shall immediately report suspected cybersecurity incidents, ransomware, phishing, account compromise, malicious activity, unauthorized access, loss or theft of devices, suspected disclosure of confidential or exempt information, or material system disruptions to [Incident Reporting Contact / IT Service Desk] and, when appropriate, their supervisor. Users shall not independently erase evidence, negotiate with threat actors, or attempt destructive remediation unless directed by authorized incident-response personnel.

B. Incident Response Team

The Organization shall maintain an Incident Response Team (IRT) or equivalent response structure. Membership may include executive management, information technology/security, legal counsel, records management/public information, finance, risk management/insurance, law enforcement, department leadership, and external technical specialists as appropriate.

C. Response Lifecycle

- Preparation
- Detection and analysis
- Containment
- Eradication
- Recovery
- Post-incident activity and lessons learned

Evidence shall be preserved in a manner that supports forensic analysis, legal requirements, public-records obligations, and chain-of-custody needs. Incident actions, decisions, timestamps, communications, and affected systems shall be documented.

XIII. FLORIDA CYBERSECURITY INCIDENT CLASSIFICATION

For Florida statutory reporting, cybersecurity incidents shall be classified using the severity levels incorporated by Fla. Stat. §§ 282.318(3)(c)9.a. and 282.3185. The Organization may use additional internal priority classifications, but internal classifications shall not replace or delay the statutory severity determination.

Severity	General Statutory Description	§ 282.3185
5 - Emergency	Imminent threat to wide-scale critical-infrastructure services, government security, or residents' lives.	Mandatory
4 - Severe	Likely significant impact to public health or safety, government security, economic security, or civil liberties.	Mandatory
3 - High	Likely demonstrable impact to public health or safety, government security, economic security, civil liberties, or public confidence.	Mandatory
2 - Medium	May impact public health or safety, government security, economic security, civil liberties, or public confidence.	May be reported
1 - Low	Unlikely to impact public health or safety, government security, economic security, civil liberties, or public confidence.	May be reported

XIV. FLORIDA MANDATORY INCIDENT NOTIFICATION

CRITICAL DEADLINES

All ransomware incidents must be reported as soon as possible but no later than 12 hours after discovery. Severity Level 3, 4, or 5 cybersecurity incidents must be reported as soon as possible but no later than 48 hours after discovery. Do not wait for the investigation to be complete before satisfying the reporting deadline.

In accordance with Fla. Stat. § 282.3185(5), required reports shall be provided to all of the following:

- Florida Cybersecurity Operations Center;
- Cybercrime Office of the Florida Department of Law Enforcement (FDLE); and
- The sheriff having jurisdiction over the local government.

Severity Level 1 or 2 cybersecurity incidents may also be reported to these entities. Current reporting methods and contact information shall be maintained in Appendix A or an approved incident-response contact sheet.

Required Report Content

The statutory notification shall include, at a minimum:

1. A summary of the facts surrounding the cybersecurity or ransomware incident.
2. The date on which the Organization most recently backed up its data; the physical location of the backup if the backup was affected; and whether the backup was created using cloud computing.
3. The types of data compromised.
4. The estimated fiscal impact of the incident.
5. For a ransomware incident, the details of the ransom demanded.
6. A statement requesting or declining assistance from the Cybersecurity Operations Center, FDLE Cybercrime Office, or sheriff having jurisdiction.

After-Action Report

In accordance with Fla. Stat. § 282.3185(6), the Organization shall submit an after-action report to the Florida Digital Service within one week after remediation of a cybersecurity incident or ransomware incident. The report shall summarize the incident, its resolution, and insights gained, using current Florida Digital Service guidelines and processes.

XV. RANSOMWARE

The Organization shall immediately activate its incident-response process upon suspected ransomware activity and prioritize life safety, public safety, preservation of evidence, containment, continuity of operations, recovery, and required notifications.

Florida Prohibition

Under Fla. Stat. § 282.3186, a county or municipality experiencing a ransomware incident may not pay or otherwise comply with a ransom demand. No employee, official, contractor, insurer, vendor, or agent is authorized to make or facilitate a ransom payment or otherwise comply with a ransom demand on behalf of the Organization.

No person shall communicate or negotiate with a threat actor on behalf of the Organization except as specifically authorized by executive management and legal counsel for lawful incident-response purposes that do not violate Fla. Stat. § 282.3186.

XVI. PERSONAL INFORMATION BREACH RESPONSE (FIPA)

The Organization shall evaluate incidents involving personal information under Fla. Stat. § 501.171 (Florida Information Protection Act of 2014) and other applicable breach-notification laws. The incident-response team shall coordinate with legal counsel to determine whether statutory notice is required and to preserve documentation supporting that determination.

- Take reasonable measures to protect and secure electronic personal information.
- Treat “personal information” in accordance with the current statutory definition, including qualifying biometric and geolocation information and online-account credentials.
- For a qualifying breach affecting 500 or more individuals in Florida, provide notice to the Florida Department of Legal Affairs as expeditiously as practicable and no later than 30 days after determination of the breach or reason to believe a breach occurred, subject to statutory provisions.
- Provide notice to affected individuals as expeditiously as practicable and without unreasonable delay, generally no later than 30 days after determination of the breach or reason to believe a breach occurred, subject to an authorized law-enforcement delay, statutory waiver, or other applicable provision.
- When relying on a determination that individual notice is not required because the breach has not and will not likely result in identity theft or other financial harm, document the determination in writing, maintain it for at least five years, and provide it to the Department of Legal Affairs within 30 days after the determination.
- If circumstances require notice to more than 1,000 individuals at one time, notify without unreasonable delay all nationwide consumer reporting agencies specified by Fla. Stat. § 501.171(5) of the timing, distribution, and content of the notices.
- Require third-party agents handling Organization personal information to notify the Organization as expeditiously as practicable and no later than 10 days after the third party determines a breach occurred or has reason to believe it occurred, and to provide all information needed for the Organization to comply with its notice obligations.
- Where substitute notice is used, ensure the statutory conditions and methods are satisfied.
- Preserve required documentation, notice copies, investigation materials, and supporting decisions in accordance with law and applicable retention requirements.

Coordination

A single incident may trigger both Fla. Stat. § 282.3185 cybersecurity reporting and Fla. Stat. § 501.171 breach notification. Compliance with one does not automatically satisfy the other.

XVII. CYBERSECURITY INFORMATION, PUBLIC RECORDS, AND EXEMPT MEETINGS

The Organization shall protect cybersecurity information that is confidential and exempt from public disclosure under Fla. Stat. § 119.0725 and other applicable laws. Records custodians, information technology personnel, incident-response personnel, legal counsel, and other responsible officials shall coordinate before releasing cybersecurity-related records.

Subject to the statutory conditions, protected categories include:

- Information relating to critical infrastructure.
- Cybersecurity incident information reported pursuant to Fla. Stat. § 282.318 or § 282.3185.
- Network schematics, hardware and software configurations, encryption information, and information identifying cybersecurity incident detection, investigation, or response practices when disclosure could facilitate unauthorized access, modification, disclosure, or destruction.

- Processes or practices designed to protect data, information, information technology, or operational technology when disclosure could facilitate unauthorized access, modification, disclosure, or destruction.
- Protected portions of cybersecurity risk assessments, evaluations, audits, and other cybersecurity-program reports.
- Login credentials.
- Internet protocol addresses, geolocation data, and other statutorily protected information describing the location, computer, system, or network used to access a public-facing portal, including associated access dates and times.
- Sensitive agency-produced data-processing software.
- Insurance and self-insurance coverage limits and deductibles and other qualifying risk-mitigation coverages acquired to protect information technology, operational technology, or data.

A portion of a public meeting that would reveal information made confidential and exempt by Fla. Stat. § 119.0725 may be exempt from the open-meetings requirement as provided by that statute. Any exempt portion shall not be conducted off the record; it must be recorded and transcribed, and the recording and transcript shall be protected as required by law.

Confidential and exempt information may be disclosed to entities authorized by Fla. Stat. § 119.0725 and may be disclosed by the Organization in furtherance of its official duties and responsibilities as permitted by law. The Organization may report information about cybersecurity incidents in the aggregate.

Records Handling

Cybersecurity confidentiality should be treated as a legal records-handling requirement, not as a reason to delete records. Retention and disposition remain governed by applicable records schedules, legal holds, and other law.

XVIII. DATA SANITIZATION, DESTRUCTION, AND DISPOSAL

Data and media shall be sanitized before reuse, transfer, return, recycling, or disposal using methods appropriate to the media and data sensitivity. The Organization shall follow the current version of NIST Special Publication 800-88, Guidelines for Media Sanitization, or its successor, where applicable.

Method	Use
Clear	Logical techniques that protect against simple non-invasive data recovery.
Purge	Physical or logical techniques that make recovery infeasible using state-of-the-art laboratory techniques.
Destroy	Physical destruction that renders the media unusable and data recovery infeasible.

Sanitization and disposal activities involving sensitive media shall be documented as appropriate, including asset or media identification, date, method, responsible party, and verification or certificate of destruction. Disposal of personal information shall also comply with Fla. Stat. § 501.171 and applicable records-retention requirements.

XIX. DISASTER RECOVERY AND CONTINUITY

A. Business Impact and Recovery Objectives

The Organization shall identify critical systems, applications, dependencies, operational technology, and data and establish reasonable recovery time objectives (RTOs) and recovery point objectives (RPOs). A business impact analysis should be reviewed periodically and after material changes.

B. Recovery Planning

- Documented recovery procedures shall be maintained for critical systems and services.
- Alternate communications, facilities, connectivity, vendors, equipment, and processing options shall be considered based on risk.
- Recovery plans shall account for loss of identity systems, Internet connectivity, cloud services, telecommunications, public safety systems, operational technology, and administrative systems as applicable.
- Plans shall define who may activate recovery procedures and how stakeholders are notified.

C. Testing

Disaster recovery and continuity capabilities shall be exercised periodically through tabletop exercises, restoration tests, technical recovery tests, or other methods appropriate to system criticality. Results, gaps, and corrective actions shall be documented.

XX. RISK MANAGEMENT, STANDARDS, AND POLICY MAINTENANCE

The Organization shall periodically assess cybersecurity risk and prioritize remediation based on threat likelihood, potential impact, legal requirements, system criticality, and available resources. Material exceptions to this policy shall be documented, risk-accepted by an authorized official, assigned compensating controls where appropriate, and reviewed periodically.

This policy shall be reviewed at least annually and when significant legal, regulatory, operational, organizational, or technology changes occur. The Organization shall maintain evidence of its adoption of cybersecurity standards consistent with generally accepted best practices, including the NIST Cybersecurity Framework, and shall notify the Florida Digital Service of compliance with Fla. Stat. § 282.3185(4) as required.

Local Government Cybersecurity Protection Program

The Organization may evaluate eligibility for cybersecurity commodities, services, grants, contracts, and related assistance available through the Local Government Cybersecurity Protection Program established by Fla. Stat. § 282.31855. Participation in such a program does not replace the Organization's independent responsibility to comply with applicable cybersecurity, incident-reporting, records, and breach-notification requirements.

XXI. ENFORCEMENT

Violations of this policy may result in suspension or revocation of access, disciplinary action, contract remedies, referral to law enforcement, or other action consistent with applicable law, contracts, collective bargaining agreements, personnel rules, and Organization policy.

XXII. REFERENCES

- Fla. Stat. § 119.0725 - Agency cybersecurity information; public records exemption; public meetings exemption.

- Fla. Stat. § 282.318 - Cybersecurity, including statutory incident severity levels incorporated by § 282.3185.
- Fla. Stat. § 282.3185 - Local Government Cybersecurity Act.
- Fla. Stat. § 282.31855 - Local Government Cybersecurity Protection Program.
- Fla. Stat. § 282.3186 - Ransomware incident compliance.
- Fla. Stat. § 501.171 - Security of confidential personal information (Florida Information Protection Act of 2014).
- NIST Cybersecurity Framework (current version).
- NIST Special Publication 800-88, Guidelines for Media Sanitization (current version or successor).
- FBI Criminal Justice Information Services (CJIS) Security Policy, when applicable.
- Applicable Florida public-records, records-retention, emergency-management, and other legal requirements.

APPENDIX A - INCIDENT NOTIFICATION CONTACTS

Complete and verify this appendix before adoption. Contact information and reporting methods should be reviewed at least annually and after personnel or reporting-process changes.

Entity / Role	Current Contact / Reporting Method
Organization Incident Reporting / IT	[Phone / Email / Ticketing Method]
Organization Administrator / Executive	[Name / Phone / Email]
Organization Legal Counsel	[Name / Phone / Email]
Florida Cybersecurity Operations Center	[Current official reporting method / contact]
FDLE Cybercrime Office	[Current official reporting method / contact]
Sheriff Having Jurisdiction	[Agency / current reporting contact]
Cyber Insurance / Breach Counsel	[Carrier / policy / hotline]
Managed IT / Security Provider	[Provider / 24x7 contact]
Public Information / Communications	[Name / Phone / Email]

APPENDIX B - FLORIDA INCIDENT REPORTING CHECKLIST

Item	Completion / Notes
Discovery date/time	_____
Incident severity (1-5)	_____
Ransomware?	Yes / No
48-hour deadline (Level 3-5)	_____
12-hour ransomware deadline	_____
Florida Cybersecurity Operations Center notified	Date/Time: _____
FDLE Cybercrime Office notified	Date/Time: _____
Sheriff having jurisdiction notified	Date/Time: _____
Summary of facts prepared	Yes / No
Most recent backup date documented	_____

Item	Completion / Notes
Backup location/impact/cloud status documented	Yes / No
Types of data compromised documented	Yes / No
Estimated fiscal impact documented	Yes / No
Ransom details documented, if applicable	Yes / No / N/A
Assistance requested/declined documented	Yes / No
FIPA § 501.171 analysis completed	Yes / No / N/A
FIPA 500+ Department notice evaluated	Yes / No / N/A
FIPA >1,000 credit-reporting notice evaluated	Yes / No / N/A
No-harm determination retained 5 years, if used	Yes / No / N/A
§ 119.0725 confidentiality review completed	Yes / No / N/A
After-action report due date	_____
Florida Digital Service after-action report submitted	Date: _____

APPENDIX C - ADOPTION AND ACKNOWLEDGMENT

Adopted by [Organization Name] on _____ by [resolution / ordinance / administrative approval] number _____, as applicable.

Authorized Official: _____

Title: _____

Signature: _____ Date: _____

APPENDIX D - IMPLEMENTATION CHECKLIST

Implementation Item	Status / Notes
Complete all bracketed organization fields	_____
Verify statutory incident-reporting contacts	_____
Identify sheriff having jurisdiction	_____
Document Florida Digital Service standards-compliance notification	_____
Confirm required basic and advanced cybersecurity training process	_____
Confirm records custodian process for § 119.0725 protected records	_____
Confirm legal review of FIPA breach-notification procedure	_____
Confirm vendor contracts support statutory notification deadlines	_____
Confirm incident-response and after-action reporting workflow	_____
Confirm ransomware payment prohibition communicated to insurer/vendors	_____
Approve policy through applicable local process	_____

Implementation Item	Status / Notes
Schedule annual review	

Agenda: Monday, September 14, 2026
Memo: Item #22.

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum

Subject: Approval of Revised Purchasing & P-Card Policy

This is a continuation of the policy updated in 2025 with a refinement around the reconciliation of expenses with the Town Manager's credit card. This update provides strengthened security and additional layers of review, approval and transparency. The new portions of the policy are underlined.

Staff recommends approval.

Suggested Motion: I move to approve.

Respectfully,

TOWN OF OCEAN RIDGE
PURCHASING CARD
POLICIES AND PROCEDURES



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SECTION I – INTRODUCTION

Purpose

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

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

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

Overview

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

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

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

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

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

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

Roles & Responsibilities

Program Administrator

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

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

RECONCILIATION OF TOWN MANAGER'S EXPENSES

The Town Manager's Purchasing Card (P-Card) expenses shall be reviewed and reconciled in accordance with the Town's P-Card Policy and applicable business purpose requirements. Due to the nature of the Town Manager's position, the Town Manager's monthly P-Card statement and supporting documentation shall be provided to either the **Finance Director** or an **independent third-party consultant**, in lieu of the designated Program Administrator, for review and verification.

The Finance Director or third-party consultant shall review the Town Manager's expenses to verify that each expense:

- Has a valid and appropriate Town business purpose.
- Complies with the Town's P-Card Policy and applicable purchasing requirements.
- Falls within the appropriate business purpose rules and allowable expense categories.
- Includes the required supporting documentation and receipts, when applicable.

Upon completion of the review, the Finance Director or third-party consultant shall approve the expenses that have been verified as compliant with the applicable requirements. Any expense that does not meet the requirements shall be returned to the Town Manager for clarification, additional documentation, or appropriate correction.

As a matter of transparency and courtesy, the Town Manager may provide the **Town Mayor** with a copy of the monthly P-Card statement for the Town Manager's expenses. The statement may

be provided following the completion of the monthly reconciliation and approval process and is intended to provide the Mayor with visibility into the Town Manager's monthly expenses. The provision of the monthly statement to the Mayor is for transparency purposes and does not replace or supersede the formal reconciliation, verification, and approval process conducted by the Finance Director or third-party consultant.

Department Director

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

Cardholder

- Read and abide by the policies and procedures found in the Purchasing Card Program Guide. By signing the Cardholder Agreement form, you understand that you are accountable for activity on the card.
- Keep your P-Card number confidential and your card in an accessible, but secure location. You are the only person authorized to use the card so the location should only be accessible to you. Lending or sharing your card or card number is prohibited. Do not leave your card in a place that is accessible to others.
- Exercise caution when giving out account information to make purchases.
- Always try to obtain the best possible value for the Town when using the P-Card.
- Follow the guidelines and do not split a transaction to circumvent your spending limit. For example, do not purchase products or services greater than the authorized single transaction limit and separate the payment into two or more transactions.
- Review charges at the point of sale before signing.
- Ensure that sales tax is not charged when making purchases. The Town's tax-exempt number is printed on the face of your P-Card. A hard copy of the certificate can be downloaded from Procurement's intranet site.
- Obtain and keep receipts and maintain detailed records for each card transaction. Receipts are critical to the success and integrity of the P-Card Program. Maintaining a log of purchases is advisable as the most efficient means of keeping track of purchases.
- Review monthly statements for accuracy.
- Attach original, itemized receipts and supporting documentation to the statement with proper expense account information noted on each receipt
- Sign the statement verifying review of charges.
- Receive and inspect all ordered goods or services, report discrepancies to merchants and Accounting.
- For purchases made via telephone, internet or other method, cardholders must document the purchase by signature on vendor acknowledgement noting items purchased, vendor, date of purchase and amount.
- All point-of-sale receipts must include a description of the product purchased. All efforts must be made to secure a detailed invoice for non-Point of Sale transactions.
- Review monthly statements for validity of all transactions.
- Assure that all purchases and credits are itemized and identified.
- Review annually all subscriptions or annual renewals of services such as "cloud" products, for validity and continued charges.
- Identify and handle disputed charges.
- Verify that funds are available in the proper account to pay for the purchase.

- Verify there are to be no purchases made for personal items or services under any circumstances.

How the Card Works

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

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

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

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

Each card has specific spending limits as follows:

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

There are three standard card levels issued as follows:

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

SECTION II - POLICIES AND PROCEDURES

Assignment and Control of the Purchasing Card

1. REQUESTS FOR AND ISSUANCE OF PURCHASING CARDS

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

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

2. LOST OR STOLEN PURCHASING CARDS OR CARD NUMBERS

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

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

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

3. TERMINATION OR TRANSFER OF CARDHOLDER

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

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

Cardholder use of Purchasing Card

1. CARDHOLDER USE ONLY

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

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

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

2. TOWN PURCHASES ONLY

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

3. SPENDING LIMITS

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

4. OTHER CONDITIONS

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

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

5. PROHIBITED USES OF PURCHASING CARDS

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

Procedures for Making and Paying for Purchases

1. DOCUMENTATION OF OVER-THE-COUNTER PURCHASES

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

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

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

3. SALES AND USE TAXES

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

4. MISSING DOCUMENTATION

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

5. PAYMENT AND INVOICE PROCEDURES

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

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

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

6. DISPUTES

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

7. DISPUTE PROCEDURES

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

8. REVIEW OF PURCHASES BY DEPARTMENT

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

Controls and Audits

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

Methods utilized to control card usage are:

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

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

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

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

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

XX

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Ainar Aijala, Commissioner

Subject: Approval of Agreement for Auditing Services with Grau & Associates

The Town issued Request for Proposals No. 2026-003 for annual independent financial auditing services in accordance with Section 218.391, Florida Statutes, and the Town's purchasing requirements. Proposals were publicly opened on July 10, 2026, and evaluated by the Town's Selection Committee (led by Commissioner Ainar Aijala) based on responsiveness and methodology, technical qualifications and experience, cost effectiveness, and the firm's litigation and performance history.

Two firms submitted proposals. Following its evaluation, the Selection Committee ranked Grau & Associates as the highest-rated proposer with 93 points, compared with 86 points for Mauldin & Jenkins, LLC. Grau & Associates received the highest scores for technical qualifications and cost effectiveness. A Notice of Intent to Award was posted on August 25, 2026.

The proposed Professional Services Agreement appoints Grau & Associates to perform the Town's annual independent financial audits for five consecutive fiscal years, beginning with the fiscal year ending September 30, 2026. The agreement also provides for two additional one-year renewals, subject to mutual agreement. Services include auditing the Town's financial statements, evaluating compliance with applicable governmental auditing standards and Florida law, reviewing internal controls and compliance, preparing required audit reports, and performing federal or state single audits when applicable.

The annual not-to-exceed fees are:

- FY 2026 audit: \$22,500
- FY 2027 audit: \$23,500
- FY 2028 audit: \$24,500
- FY 2029 audit: \$25,500
- FY 2030 audit: \$26,500

If required, a federal or state single audit will be charged at an additional amount not to exceed \$3,000 per audit, with a combined maximum of \$6,000 if both are required in the same year.

Any additional professional services must be authorized in writing in accordance with the agreement.

Approval of this agreement will provide the Town with an independent auditing firm selected through a competitive process and establish continuity in the Town's annual financial reporting, regulatory compliance, and implementation of sound governmental accounting practices.

Staff recommends following the recommendation of the selection committee: approval of the award of RFP No. 2026-003 for Annual Independent Financial Auditing Services to Antonio J. Grau, CPA, P.A., doing business as Grau & Associates; to approve the Professional Services Agreement and associated engagement letter; and authorize the Mayor to execute the agreement on behalf of the Town, subject to final legal review.

Suggested Motion: I move to approve per the advisory committee's recommendation.

Respectfully,
Ainar Aijala, Commissioner

TOWN OF OCEAN RIDGE

6450 NORTH OCEAN BOULEVARD
OCEAN RIDGE, FLORIDA 33435

www.oceanridge.gov
(561) 732-2635 ♦ FAX (561) 734-7031

MICHELLE HEISER
TOWN MANAGER

KELLY AVERY
TOWN CLERK



MAYOR
GEOFF PUGH

VICE MAYOR
STEVE COZ

COMMISSIONERS
AINAR AIJALA
CAROLYN CASSIDY
LANETTE GUSTAFSON

NOTICE OF INTENT TO AWARD

Name of Solicitation: Annual Independent Financial Auditing Services
Bid Opening Date: July 10, 2026
Notice of Intent Posting Date: August 25, 2026
Town Project No.: 2026-003
Notice Posting Locations: DemandStar (demandstar.com)
Town Website (oceanridge.gov)
PBC Legal Ad Site (pbcfllegalnotices.com/ocean-ridge)
Town Hall (6450 N. Ocean Blvd., Ocean Ridge, FL)

This **Notice of Intent to Award** is being posted for the above-referenced solicitation:

The Town of Ocean Ridge recommends award to: **Grau &Associations, 1001 W. Yamato Rd, Suite 301, Boca Raton, FL 33431**

Attached is Town staff's bid tabulation supporting the award recommendation. Town staff will present this Notice to Award to the Town Commission at its September 14, 2026, Town Commission meeting starting at 6:00 p.m. and located at Town Hall, 6450 N. Ocean Blvd., Ocean Ridge, FL 33435.

The Town's Purchasing Policy contains a procedure for protesting the award recommendation. The protest must be in writing and submitted within three (3) business days of the posting of this Award Recommendation. A copy of the full protest procedure is available through request to Town Hall at (561) 732-2635 x 14 or via email to: kavery@oceanridge.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kelly Avery".

Kelly Avery, CMC, Town Clerk

Attachment:

Bid Tab

BID TABULATION

	GRAU & ASSOCIATES	MAULDIN & JENKINS, LLC
Responsiveness & Methodology (35 Pnts)	31.5	33
Technical Qualifications & Experience (35 Pnts)	32	30.5
Cost Effectiveness (25 Pnts)	25	17.5
Default/Termination/Litigation/Debarment (5 Pnts)	4.5	5
Total Bid Calculations:	93	86



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

AUGUST 31, 2026

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

We are pleased to confirm our understanding of the services we are to provide the Town of Ocean Ridge, Florida (the "Town") for the fiscal year ended September 30, 2026, 2027, 2028, 2029 and 2030, with the option for two (2) additional annual renewals. We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town as of and for the fiscal year ended September 30, 2025, 2026, 2027, 2028 and 2029. In addition, we will audit the entity's compliance over major federal award programs and major state financial assistance projects, if applicable, for the period ended September 30, 2026, 2027, 2028, 2029 and 2030, with the option for two (2) additional annual renewals. Further, we will examine the Town's compliance with the requirements of Section 218.415 Florida Statutes.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs and major state financial assistance projects, if applicable. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), in accordance with Government Auditing Standards, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of management inquiries regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedules
- 3) Schedule of Town's Proportionate Share of Net Pension Liability
- 4) Schedule of Contributions
- 5) OPEB schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards (if applicable).
- 2) Schedule of expenditures of state financial assistance (if applicable).
- 3) Budgetary comparison schedules for non-major funds.
- 4) Combining and individual non-major fund financial statements.
- 5) Schedule of departmental expenditures – budget and actual

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General. As part of an audit of financial statements in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United

States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Town's basic financial statements. Our report will be addressed to Town Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the Town's major federal award program(s) and major state financial assistance project(s), if applicable, will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; the Florida Single Audit Act; and Chapter 10.550, Rules of the Auditor General, and will include tests of accounting records, a determination of major programs and projects in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, and other procedures we consider necessary to enable us to express such opinions on major federal award program and major state financial assistance project compliance and to render the required reports. We will issue written reports upon completion of our Single Audits. We cannot provide assurance that unmodified opinions on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or withdraw from the engagement.

The Uniform Guidance and Chapter 10.550, Rules of the Auditor General, require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance projects applicable to major federal award programs and major state financial assistance projects occurred, whether due to fraud or error, and to express opinions on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550, Rules of the Auditor General, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the applicable major federal award program or major state financial assistance project.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and major state financial assistance projects, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* and *State of Florida Projects Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major federal programs and major state projects, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs and projects in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550, Rules of the Auditor General.

Also, as required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs and major state financial assistance projects. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs and major state financial assistance projects, and a report on internal control over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control. The report on internal control over compliance will describe the scope and results of testing under the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. These reports will state that they are not suitable for any other purpose.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the Town is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the Town's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the Town's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards and state financial assistance received and expended during the period and the federal programs and state projects under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally and state funded activities;
5. For preparing the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General;
6. For designing, implementing, and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the entity is managing federal awards and state financial assistance in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
7. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and state financial assistance projects, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects;
8. For disclosing accurately, currently, and completely the financial results of each federal award and state financial assistance in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs and state financial assistance, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards and state financial assistance referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance, the Florida Single Audit Act, and Chapter 10.550, Rules of the Auditor General; (b) to provide us with written representations that (1) you are responsible for presentation of the schedule in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, (2) you believe the schedule, including its form and content, is stated fairly in accordance with those requirements, (3) the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes, and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule; (c) to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains the schedule and indicates that we have reported on it; and (d) to present the schedule with the audited financial statements or, if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule no later than the date of issuance of the schedule and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform

- We agree to provide assistance in preparing the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes of the Town in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by management for the fiscal year ended September 30, 2026, 2027, 2028, 2029 and 2030.

We will not assume management responsibilities on behalf of the Town. However, we will provide advice and recommendations to assist management of the Town in performing its responsibilities.

The Town's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. The Town shall have the right to audit the books, records and accounts of Grau & Associates that are related to this agreement. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the

audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties.

These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The Town agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a Federal or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for these services will not exceed \$22,500, \$23,500, \$24,500, \$25,500 and \$26,500 for the September 30, 2026, 2027, 2028, 2029 and 2030 audit unless there is a change in activity by the Town which results in additional audit work. If a federal or state single audit is required in any year, the additional fee will not exceed \$3,000 for each audit for that year. If both are required, the combined additional fee will not exceed \$6,000 for that year.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2025 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Town of Ocean Ridge and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates

David Caplivski

David Caplivski

RESPONSE:

This letter correctly sets forth the understanding of the Town of Ocean Ridge.

Name: Michelle Heiser MD
Title: Town Manager
Date: 09/02/2026

November 18, 2025

Antonio Grau
Grau & Associates
1001 W. Yamato Road, Suite 301
Boca Raton, FL 33431-4403

Dear Antonio Grau:

It is my pleasure to notify you that on November 18, 2025, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2028. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
850.224.2727, x5957

cc: Daniel Hevia, David Caplivski

Firm Number: 900004390114

Review Number: 616829

PROFESSIONAL SERVICES AGREEMENT
(ANNUAL INDEPENDENT FINANCIAL AUDITING SERVICES)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on _____, by and between the **TOWN OF OCEAN RIDGE**, a Florida municipal corporation ("Town") and **ANTONIO J. GRAU, CPA P.A. d/b/a GRAU & ASSOCIATES**, a corporation authorized to do business in the State of Florida ("Consultant").

RECITALS

WHEREAS, the Town is in need of a consultant to provide professional auditing services to perform the Town's annual financial audits; and

WHEREAS, the necessary auditing services are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. General Accounting Office's (GAO) Government Auditing Standards, Title 2 United States Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), Audits of State and Local Governments (Revised) – AICPA, Section 215.97, Florida Statutes, Section 218.39, Florida Statutes, Florida Single Audit Act; and Chapter 10.550 Local Governmental Entity Audits, Rules of the Auditor General, State of Florida and any other applicable Federal, State and local laws and regulations; and

WHEREAS, the Town issued a Request for Proposal (RFP No. 2026-003) consistent with Section 218.391, Florida Statutes, and the Town's Purchasing Code and Policy, for the competitive selection of the needed consultant ("RFP"); and

WHEREAS, the Consultant submitted a proposal in response to the RFP, which the Town's selection committee recommended as the most qualified responsive and responsive proposal; and

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

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of auditing services by Consultant to the Town; and,

WHEREAS, the Town Commission finds awarding this Agreement to the Consultant serves a valid public purpose.

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

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements and deemed operative provisions of this Agreement.

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall provide independent financial auditing services to the Town as more specifically described in RFP, which is incorporated herein by reference, and the Consultant's **annual audit engagement letter, which is attached hereto as Exhibit "A"**.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement; it being understood that Consultant will act hereunder as an independent contractor and none of Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The

relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

(a) Term. The term of this Agreement shall commence upon the approval of this Agreement by the Town Commission and shall be the auditor for five (5) consecutive fiscal years, with two (2) one (1) year renewals, beginning with the fiscal year ending September 30, 2026, unless earlier terminated as stated herein.

(b) Time for Completion. Time is of the essence in the performance of this Agreement. Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the RFP.

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

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

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

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

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

(g) Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to the date of termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation existing under the laws of the State of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event

that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Consultant of such occurrence and either the Town or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

(a) Payments. The Town agrees to compensate the Consultant in accordance with the rate schedule set forth in **Exhibit "B" for the annual audit; provided that, the total amount to be paid the Consultant under this Agreement shall not exceed the amount set forth in Exhibit "B" for each fiscal year's annual audit.** The Town shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing services to the Town under this Agreement and not set forth in Exhibit "B" for the annual audits. If the Town requests additional professional services, such request shall be by written amendment to this Agreement approved by the Town and the Town shall compensate the Consultant for such additional professional services at the rate set forth in Exhibit "B" (for Additional Professional Services).

(b) If Consultant's rate changes due to alleged delays by the Town or third party, or other Town or third party caused issues significantly affecting the Consultant's fees, the Consultant shall notify the Town within ten (10) business days of such alleged delays or significant issues, and request a rate change. Failure to timely request a rate change will result in a waiver of such rate change. For any rate change to be effective, the rate change shall be memorialized by written amendment to this Agreement and approved by the Town.

(c) The Town Manager may approve written amendments to this Agreement up to the Town Manager's purchasing authority (currently \$25,000.00); all written amendments will require Town Commission approval to become effective.

(d) Invoices. Consultant shall render invoices to the Town for services that have been rendered in conformity with this Agreement. The invoices shall specify the services performed and the time spent on such work. Invoices will be reviewed for approval and if an invoice is not approved, the Town will notify Consultant within ten (10) days of deficiencies in the invoice. Once the deficiencies are corrected and a new or amended invoice submitted, the Town shall make payment within twenty (20) days of the receipt of a corrected invoice. Otherwise, invoices will normally be paid within thirty (30) days following the Town's receipt of Consultant's invoice. **All invoices must be submitted to the Town of Ocean Ridge via email to mheiser@oceanridgeflorida.com with a hard copy mailed to the Town (utilizing the notice address provided below).**

SECTION 6: INDEMNIFICATION. Consultant, its officers, employees and agents shall indemnify and hold harmless the Town, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, of Consultant, its officers, directors, employees, representatives and agents employed or utilized by Consultant in the performance of the services under this Agreement. The Town agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the Town beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

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

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

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

SECTION 11: INSURANCE. Prior to commencing any services, Consultant shall provide proof of insurance coverage to the Town Manager or designee. The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provide that the Town of Ocean Ridge shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Town or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the Consultant's obligation to fulfill the insurance requirements herein. The Certificate(s) of Insurance must name the Town of Ocean Ridge as an additional insured. New certificates of insurance are to be provided to the Town upon request. Unless otherwise specified by the Town in writing, the Consultant shall provide insurance coverage as follows:

- (a) Workers' Compensation Insurance – as required by law.
- (b) Employer's Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 for each disease, and \$1,000,000 for aggregate disease
- (c) Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage.
- (d) Automobile Liability Insurance – for owned, non-owned and hired vehicles – with a limit of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability.
- (e) Professional Liability Insurance – in an amount of not less than \$1,000,000 annual aggregate.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, product and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

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

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

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

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

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

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

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

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

following the date of being placed on the convicted vendor list. The Consultant will advise the Town immediately if it becomes aware of any violation of this statute.

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

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

and if sent to Consultant, shall be sent to:

Grau & Associates
Attn: David Caplivski, Partner
1001 W. Yamato Road, Suite 301
Boca Raton, FL 33431

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

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

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

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

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to Consultant to terminate for cause.

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

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

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

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

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

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, the RFP, **Exhibit “A” (Consultant’s annual engagement letter)**, and **Exhibit “B”** (Consultant’s rate schedule). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement, the RFP, **Exhibit “A”** and **Exhibit “B”**, the terms and conditions of this Agreement shall prevail with the RFP next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, reports, management letter(s), work product, specifications, calculations, supporting documents, or other non-confidential work papers which are to be prepared by the Consultant on behalf of the Town based upon the information to be provided by the Town (“deliverables”), shall become the property of the Town. Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents. The Town agrees the Consultant shall provide access to such work product and workpapers, provided such access does not undermine the independence or the validity of the audit process.

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

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

- (a) Keep and maintain public records required by the Town to perform the service.
- (b) Upon request from the Town’s custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Consultant does not transfer the records to the Town.
- (d) Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of Consultant or keep and maintain public records required by the Town to perform the service. If Consultant transfers all public records to the Town upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential or exempt from public records

disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE TOWN OF OCEAN RIDGE, ATTN: TOWN CLERK AT (561) 732-2635, KAVERY@OCEANRIDGEFLORIDA.COM, 6450 N. OCEAN BLVD., OCEAN RIDGE, FL 33435.

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

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

SECTION 36: STATUTORY COMPLIANCE.

(a) As provided in Section 287.135, Florida Statutes, CONSULTANT certifies that CONSULTANT is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONSULTANT further certifies that CONSULTANT is not engaged in a boycott of Israel or engaged in business operations in Cuba.

(b) By entering into this Agreement, CONSULTANT is obligated to comply with the E-Verify requirements of Section 448.095, Florida Statutes, to the extent applicable. CONSULTANT is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees.

(c) By signing this Agreement as set forth below, CONSULTANT's authorized representative attests that CONSULTANT does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

(d) As of January 1, 2027, CONSULTANT certifies compliance with Section 287.139, Florida Statutes (2026). CONSULTANT does not and will not use Town funds to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Section 166.04971(1), Florida Statutes.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Annual Independent Financial Auditing Services) as of the day and year set forth above.

ATTEST:

TOWN OF OCEAN RIDGE

By: _____
Kelly Avery, Town Clerk

By: _____
Geoff Pugh, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Christy Goddeau, Town Attorney

**CONSULTANT: ANTONIO J. GRAU, CPA P.A. d/b/a
GRAU & ASSOCIATES**

By: _____
Print Name: _____
Print Title: _____

[Corporate Seal]

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____ 2026, by _____, as the _____ [title] of **ANTONIO J. GRAU, CPA P.A. d/b/a GRAU & ASSOCIATES**, a corporation authorized to do business in the State of Florida, who is ☐ personally known to me or ☐ who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **ANTONIO J. GRAU, CPA P.A. d/b/a GRAU & ASSOCIATES** to the same.

By: _____
Notary Public Signature

Notary Seal:

DRAFT

EXHIBIT “B”
(CONSULTANT’S RATE SCHEDULE)

Total All-Inclusive Maximum Price

EXHIBIT “E”

RFP# 2026-003 Annual Independent Financial Audit Services

Price Schedule

Provided cost shall be listed separately for the Town audit for FY 2026, FY 2027, FY 2028, FY 2029, & FY 2030 in below table. The total all-inclusive maximum price proposal is to contain all direct and indirect costs including all out-of-pocket expenses for each fiscal year.

Audit	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Total	\$22,500	\$23,500	\$24,500	\$25,500	\$26,500

The annual audit fees shown above exclude single audit procedures. If a federal or state single audit is required for any fiscal year under the Uniform Guidance or the Florida Single Audit Act, an additional fee of \$3,000 will apply for that fiscal year.

Grau & Associates acknowledges and agrees to provide a true-in-negotiation certificate stating that all proposed fees, rates, and costs are accurate and complete. The firm further understands and agrees that, upon acceptance of the proposal, the agreed-upon fees will remain fixed for the entire contract term and will not increase due to changes in accounting principles or applicable State or federal laws, rules, or requirements associated with the annual financial report.

The audit firm also acknowledges that the Town will not be responsible for any expenses incurred in preparing or submitting the proposal, and such costs have not been included in the proposed fees.

Rates for Additional Professional Services

If the Town requests additional professional services beyond those specified in the Town’s request for proposal, our rates are as follows:

Employee Classification	Rate
Partners	\$220
Managers	\$160
Supervisor / Seniors	\$125

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Christy Goddeau, Town Attorney

Subject: Approval of Ordinance on Second Reading: Ordinance 2026-02: An Ordinance Of The Town Commission Of The Town Of Ocean Ridge, Florida, Amending Chapter 66, “Environmental Regulations”, Article IV, “Landscaping”, Division 2, “Water Efficient Landscape”, Section 66-142, “Artificial Turf/Synthetic Grass”, To Conform To The Requirements Of Section 125.572, Florida Statutes, And The Florida Department Of Environmental Protection’s Minimum Standards For Single Family Residential Properties Of One (1) Acre Or Less In Size; And Providing For Repeal Of Conflicting Ordinances, Severability, Codification, And An Effective Date

As you know, the Town currently has regulations regarding the installation of artificial turf at section 66-142 of the Town’s Land Development Code. Section 125.572, Florida Statutes, which the Legislature passed in 2025, requires the Florida Department of Environmental Protection (FDEP) to adopt minimum standards for the installation of artificial or synthetic turf on single-family residential properties of 1 acre or less in size. On May 19, 2026, FDEP adopted Rule 62-308.100, Florida Administrative Code, which established such minimum standards. A copy of Rule 62-308.100, F.A.C., is attached.

Based on section 125.572, Florida Statutes, and Rule 62-308.100, revisions to section 66-142 of the Town’s Land Development Code are required and proposed for single-family residential properties of 1 acre or less in size. For all other properties in the Town, the Town’s pre-existing standards for artificial turf are left the same.

There are two (2) areas in Rule 62-308.100 in which local governments are authorized to establish requirements: (1) to establish a quantifiable standard of permeability with a maximum of 10 inches per hour for all layers of the artificial turf installed; and (2) to require that existing irrigation heads be removed and pipe capped prior to installation of artificial turf. Both of these areas are added to the proposed Ordinance with the quantifiable standard being a maximum of 10 inches per hour per square yard for all layers (consistent with but less than the Town’s current standard of 30 inches per hour per square yard).

The Planning and Zoning Commission considered the proposed ordinance. The Planning and

Zoning Commission recommended approval with a minor change to further clarify that the requirement for pre-existing irrigation to be removed and capped is for water conservation purposes and included to prevent and prohibit the unnecessary irrigation of artificial turf. The recommended change is highlighted in the proposed ordinance. This was passed on first reading at the August 3, 2026, meeting. There have been no changes to the ordinance since then.

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

Staff recommends...approval of Ord. 2026-02 as presented

Suggested Motion: I move to...approve Ordinance 2026-02 on second reading as presented.

Respectfully,
Christy Goddeau, Town Attorney

62-308.100 Synthetic Turf.

(1) Scope.

(a) “Synthetic turf” is defined by s. 125.572(1), F.S.

(b) Pursuant to s. 125.572, F.S., this rule establishes minimum standards for the installation of synthetic turf on single-family residential properties of 1 acre or less in size. Pursuant to s. 125.572(3), F.S., local governments may not regulate synthetic turf in a manner inconsistent with these minimum standards. This rule does not establish nor require any new department-issued permit or authorization for the installation of synthetic turf,

(c) These standards do not modify the property rights of any entity, including any fee simple interests or any less-than-fee interests, such as easements or rights of way.

(2) Material type.

(a) Synthetic turf, including backing material and infill, must not contain heavy metals or intentionally added per- and polyfluoroalkyl substances.

(b) Synthetic turf, including backing materials and infill, must be disposable under normal conditions at any Chapter 62-701, F.A.C., Florida permitted landfill.

(c) Infill material, if used, shall only be clean silica sand, rock, shell, or other natural material, except that coated silica sand may be used provided that any coating used is non-toxic and meets the requirements described in paragraphs (2)(a) and (2)(b). Rubber or any other synthetic infill material is allowed only within the footprint of playground equipment and must also meet the requirements described in paragraphs (2)(a) and (2)(b). Installation shall be designed to prevent washing away of any infill material off the residential property.

(d) Subgrade shall be composed of natural materials, such as crushed rock, or crushed concrete that meets the permeability requirements of this rule. Subgrade materials shall be washed prior to installation to prevent fines from binding.

(3) Color. Green synthetic turf shall be allowed.

(4) Permeability.

(a) Synthetic turf must be permeable and affixed to permeable backing with a pervious subgrade. A local government may establish a quantifiable standard of a maximum of 10 inches per hour for all layers.

(b) Synthetic turf must be installed over a subgrade prepared for positive drainage and evenly graded porous material.

(c) Soil beneath installed subgrade shall not be compacted to the extent that it adversely impacts percolation through the soil.

(5) Stormwater management.

(a) Installation of synthetic turf must be designed and installed to prevent pooling or an increase in the stormwater runoff volume, direction, or rates to adjacent properties and, where possible, runoff shall be directed to on-site pervious areas.

(b) Installation of synthetic turf must not alter the permitted stormwater management system as designed and shall not be installed within a swale, ditch, stormwater pond, or a stormwater pond’s littoral zone.

(6) Potable water conservation.

(a) In-ground irrigation systems cannot be used to irrigate synthetic turf areas.

(b) If any in-ground system is already installed, a local government may require that irrigation heads be removed and pipe capped.

(7) Water quality.

(a) Synthetic turf shall not cause or contribute to violations of state water quality standards.

(b) Buffer zones around natural or man-made waterbodies may be established to protect against erosion and reduce pollution provided that such buffer for synthetic turf is no greater or restrictive than what is applicable to natural turf. Where no buffer zone has been established, synthetic turf shall be installed no closer than 10 feet from a natural or man-made waterbody as measured from the applicable ordinary or mean high water line except where there is a physical barrier between the synthetic turf and the waterbody (such as, but not limited to, a seawall or bulkhead).

(8) Proximity to trees and other vegetation.

(a) Installation of synthetic turf cannot compromise the health of nearby trees, including damage to tree roots, other than those identified as a noxious weed as defined in Chapter 581, F.S.

(b) Synthetic turf shall not be installed inside tree drip lines, whether on the property or adjacent properties, unless the tree is a noxious weed as defined by Chapter 581, F.S., or unless a certified arborist, using site specific information and best professional judgment, certifies that installation within that drip line would not be harmful to the tree.

- (9) Other factors impacting environmental conditions of adjacent properties.
 - (a) Synthetic turf shall be installed according to manufacturer's specifications.
 - (b) Synthetic turf shall be anchored at all edges and seams that, at a minimum, will withstand the effects of wind or flooding.
 - (c) If installed, synthetic turf must provide for access to the septic tank for routine pumpout.
 - (d) If installed, synthetic turf shall be installed landward of any dune system and shall not be used to replace any existing dune vegetation.

Rulemaking Authority 125.572 FS. Law Implemented 125.572 FS. History—New 5-19-26.

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF OCEAN RIDGE, FLORIDA, AMENDING CHAPTER 66, “ENVIRONMENTAL REGULATIONS”, ARTICLE IV, “LANDSCAPING”, DIVISION 2, “WATER EFFICIENT LANDSCAPE”, SECTION 66-142, “ARTIFICIAL TURF/SYNTHETIC GRASS”, TO CONFORM TO THE REQUIREMENTS OF SECTION 125.572, FLORIDA STATUTES, AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION’S MINIMUM STANDARDS FOR SINGLE FAMILY RESIDENTIAL PROPERTIES OF ONE (1) ACRE OR LESS IN SIZE; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town Commission, as the governing body of the Town of Ocean Ridge, Florida pursuant to authority in Chapter 163 and Chapter 166, Florida Statutes, and the Local Government Comprehensive Planning and Land Development Regulation Act, has adopted a Land Development Code which sets forth the Town’s Land Development Regulations in Chapter 63 through Chapter 70 of the Town’s Code of Ordinances; and

WHEREAS, the Town currently has regulations in section 66-142 of the Town’s Land Development Code regarding artificial turf; and

WHEREAS, in 2025, the Florida Legislature adopted section 125.572, Florida Statutes, to preempt regulation of artificial turf for single family residential properties of one (1) acre or less in size and directed the Florida Department of Environmental Protection (FDEP) to adopt minimum requirements for the installation of artificial turf for such single family residential properties of one (1) acre or less in size; and

WHEREAS, on May 19, 2026, FDEP adopted the minimum standards by final administrative rule as set forth in Rule 62-308.100 of the Florida Administrative Code; and

WHEREAS, the Planning and Zoning Commission, sitting as the Local Planning Agency, has considered this Ordinance to revise section 66-142 at its June 16, 2026 meeting, and submitted its recommendation for approval to the Town Commission; and

WHEREAS, the Town Commission has taken the recommendation of the Local Planning Agency and the comments from the public into consideration; and,

WHEREAS, the Town Commission finds that the revisions to section 66-142 as proposed in this Ordinance are consistent with the Town’s Comprehensive Plan, are in the best interests of the Town, do not create any provisions that are more burdensome or restrictive, and serve a valid public purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMISSION OF THE TOWN OF OCEAN RIDGE THAT:

Section 1. Recitals: The recitals set forth above are hereby adopted as true and correct findings of the Town of Ocean Ridge and its Commission and are specifically made a part of this Ordinance as operative provisions.

Section 2. Amendment: Chapter 66, “Environmental Regulations”, Article IV, “Landscaping”, Division 2, “Water Efficient Landscape”, Section 66-142, “Artificial Turf/Synthetic Grass”, is hereby amended as follows (underline denotes new language and ~~strike-through~~ denotes deleted language):

Sec. 66-142. Artificial turf/synthetic grass.

- (a) Definition. “Artificial turf” and “synthetic grass” as used in this section and elsewhere in the code shall mean “synthetic turf” as defined by section 125.572(1), Florida Statutes.
- (b) Minimum standards for single-family residential properties of 1 acre or less in size. For all single-family residential properties of 1 acre or less in size, the minimum standards mandated by section 125.572, Florida Statutes, and set forth in Rule 62-308.100 of the Florida Administrative Code (as may be amended from time to time) shall be the minimum standards for the installation of artificial turf in the town. As authorized by Rule 62-308.100, F.A.C. the following conditions shall apply:
 - (1) All layers shall have a minimum permeability of 10 inches per hour per square yard.
 - (2) Consistent with Rule 62-308.100 and potable water conservation, in-ground irrigation systems cannot be used to irrigate artificial turf. Accordingly, if an in-ground irrigation system exists at the time of installation, all irrigation heads shall be removed and pipe capped to prevent irrigation of artificial turf.
- (c) Minimum standards for all other properties. For all other properties not covered under subsection (b) above, the minimum standards set forth in subsection (b) shall apply along with the following standards:
 - (1) Artificial turf shall consist of green lifelike individual blades of grass that emulate natural turf in look and color, as approved by the town building official, and shall have a minimum pile height of one and one-half inches, unless otherwise approved by the town building official, and shall have a minimum tufted weight of 56 ounces per square yard.
 - (2) Artificial turf installations shall have a minimum permeability of 30 inches per hour per square yard.
 - (3) All artificial turf shall have a minimum eight-year manufacturer's warranty that protects against color fading and a decrease in pile height.
 - (4) Artificial turf shall be lead free.
 - (5) All materials must include test documentation which declares that the artificial turf yarn and backing materials are disposable under normal conditions, at any U.S. landfill station (Total Content Leach Protocol (TCLP) test).

- (6) The use of indoor or outdoor plastic or nylon carpeting as a replacement for artificial turf or natural turf shall be prohibited.

(d) *Installation, maintenance and repair.*

- (1) All artificial turf shall at a minimum, be installed according to the manufacturer's specifications.
- (2) All artificial turf installations shall be anchored to ensure that the turf will withstand the effects of wind.
- (3) All seams shall be nailed and glued, not sewn, and edges shall be trimmed to fit against all regular and irregular edges to resemble a natural look unless otherwise required by the manufacturer.
- (4) If artificial turf is planned to be installed immediately adjacent to a seawall, the artificial turf shall be pinned or staked behind the seawall. No artificial turf or installation mechanism shall be attached directly to or placed on a seawall or seawall cap.
- (5) Proper drainage shall be provided for all artificial turf installations to prevent excess runoff or pooling of water.
- (6) Artificial turf shall be visually level, with the grain pointing in a single direction.
- (7) An appropriate barrier device (e.g., concrete mow strip, bender board, brick pavers, river rock, landscaping) is required to separate artificial turf from soil and live vegetation.
- (8) Precautions for installation around existing trees shall be monitored and may be restricted to ensure tree roots are not damaged with the installation of the base material and that the overall health of the tree will not be compromised unless a certified arborist certified in writing that the health of the tree is not and will not be compromised.
- (9) All artificial turf shall be maintained in a green fadeless condition and shall be maintained free of dirt, mud, stains, weeds, debris, tears, holes, and impressions. Maintenance shall include, but not be limited to cleaning, brushing, debris removal; repairing of depressions and ruts to maintain a visually-level surface; elimination of any odors, flat or matted areas, weeds, and evasive roots; and all edges of the artificial turf shall not be loose and must be maintained with per manufacturer's standards at all times~~appropriate edging or stakes.~~
- (10) All artificial turf must be replaced if it falls into disrepair with fading or holes or loose areas. Replacement and/or repairs shall be done with like for like materials from the same manufacturer, if possible, and done so in a manner that results in a repair that blends in with the existing artificial turf.
- (11) An owner or applicant shall obtain a duly-authorized building permit from the town's building department prior to the installation of any artificial turf.
- (12) The town or other public entity or utility company may remove artificial turf at any time and for any reason, including but not limited to, in order to provide underground access for utility work. The property owner shall bear and pay any and all costs to replace or reinstall the artificial turf.

- (e) *Locations allowed.* Artificial turf/synthetic grass shall be allowed in rear and side yards, but not to exceed 25 percent of the total lot area (this area is defined as the total parcel area defined as a side or rear yard minus the area of the primary structure) of the rear and side yards. Artificial turf/synthetic grass shall not be allowed in any front yard areas or in any area visible from the public right-of-way (regardless of whether it is in the rear or side yard), unless it is placed in between paver blocks or similar items in a manner where the area for the artificial turf does not exceed four inches in width, provided that the synthetic turf area does not exceed 50 percent of the total area using the paver blocks. Screening, as approved by the building official, may be used in order to comply with the visibility requirement, further any turf/synthetic grass placed in between paver blocks shall not count toward the 25 percent maximum amount allowed. The foregoing shall not apply to single-family residential properties of 1 acre or less. No artificial turf shall be installed in the public right-of-way.
- (f) *Existing artificial turf.* For those properties where artificial turf is currently installed that is not in compliance with this section, when the existing artificial turf is replaced or repaired, in an amount exceeding 50 percent, then compliance with this section shall be required. Further, all existing artificial turf, not in compliance with this section, must be replaced within ten years of the adoption of this ordinance [from which this section derives].
- (g) *Pervious area.* Artificial turf shall be considered as 100-percent pervious area.

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

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

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

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

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

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

The Mayor thereupon declared this Ordinance approved and adopted by the Town Commission of the Town of Ocean Ridge, Florida, on this _____ day of _____, 2026.

TOWN OF OCEAN RIDGE, FLORIDA

BY: _____
GEOFF PUGH, MAYOR

ATTEST:

BY: _____
KELLY AVERY, TOWN CLERK

Agenda: Monday, September 14, 2026
Memo: Item #25.

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

Subject: Direction on Enforcement of Political Signs in the Town's Right of Ways.

Commissioners -

In the recent past, the Commission has requested that there be no enforcement of political signs in the Town's Right of Ways. For the upcoming election, staff needs direction of whether this will be going unenforced this year as well. If you should decide to have staff not enforce it, staff would be happy to work on changing the Town Code as a possible consideration for the future so that we do not have to bring this to the Commission for direction each year.

Suggested Motion:

Respectfully,
Kelly Avery, Town Clerk

Agenda: Monday, September 14, 2026
Memo: Item #26.

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

Subject: Appointment of Alternate Member to the Planning & Zoning Board

An alternate to the Planning and Zoning Board is needed.

Mrs. Lori Herkert is a voting, homesteaded resident on 2 Coconut Lane, having built the home in 2018.

Mrs. Herkert told Staff that she and her husband "*love Ocean Ridge and want to serve*".

Staff recommends approval of the appointment to alternate member of the Planning and Zoning Board.

Suggested Motion: I move to approve.

Respectfully,
Kelly Avery, Town Clerk

Respiratory Therapy Resume

Lori S. Herkert

(305) 878-1733

LHerkert530@gmail.com
[a6561](mailto:LHerkert530@gmail.com)

<https://www.linkedin.com/in/lori-herkert-a6561>

JOB OBJECTIVE

Help patients with respiratory therapy needs in a hospital that provides excellent care. I would like to work in a hospital that utilizes my strengths: an excellent education, a high level of organizational and collaboration skills, ability to work independently and remarkable patient care.

CERTIFICATION/SKILLS & PROFESSIONAL AFFILIATIONS

- Registered Respiratory Therapist, August 2019 - Present
- Member of Minnesota Society of Respiratory Care, 2017- present
- Member of American Association for Respiratory Care, 2017- present
- ACLS - Advanced Cardiac Life Support, American Heart Association
- BLS - Basic Life Support, American Heart Association

EDUCATION

- AAS Respiratory Therapy, GPA 3.84 - Saint Paul College, Saint Paul, MN - graduation July 2019
- MBA Northern Illinois University, DeKalb, IL - 1992
- BBA Marketing, University of Wisconsin Whitewater, Whitewater, WI - 1982

Registered Respiratory Therapist

- University of Minnesota Medical Center, Fairview - East Bank, *Minneapolis, MN*,
- July 2019 - September 2023
- General Care, ICU, and Transplants

CLINICAL EXPERIENCE: Total hours 398

- University of Minnesota Medical Center, Fairview - East Bank, *General Care Floors*
- Mercy Hospital - Unity Campus, Fridley, MN *General Care Floor/ICU Step Down*
- Mercy Hospital, Coon Rapids, MN *ICU*
- Fairview Southdale, Edina, MN *ICU*
- Children's Hospital & Clinic, St. Paul, MN, *General care, PICU*
- Bethesda Hospital, St. Paul, MN - *Long Term Acute Care*

Respiratory Therapy Equipment Experience and Competencies:

- Ventilator set up and management: PB 980, Drager V500, Drager Evita XL, Avea, PB 840, Trilogy
- Oxygen delivery: high flow, low flow
- Patient assessment, maintenance and care of artificial airways
- Hyperinflation therapy - incentive spirometer
- Bronchopulmonary Hygiene: Chest physical therapy, PEP Therapy, Flutter Valve, Aerobika, Acapella, directed cough, Cough Assist, HFCWO
- ABG: stick or arterial line draw per protocol, interpretation
- Medication delivery: MDI, SVN, LVN, DPI, in-line: aerogen, MDI, SVN

Relevant Community/Volunteer Experience - partial list; complete list available by request

- **Fairview Hospice, Minneapolis, MN; 2014-present**
Developed ability to communicate with the terminally ill and their caregivers.
- **Planned Parenthood MN, ND, SD; 2014-2017**
Certified Navigator for MNSure, assisted executives and Board members
- **Academic Tutor, Pre-K through 8th grade; 2000-2015**
Served at public and charter schools in low income neighborhoods in AR, FL, and MN.

Executive Food Industry: 1983-2000

Managed large teams of people, managed reengineering of business processes, developed new and innovative go to market strategies. Was responsible for fostering and maintaining customer relationships across the country.

Business Volunteer Resume

Lori S. Herkert

3285 Graham Hill Rd. Orono, MN

55356 (305)878-1733 * lherkert530@gmail.com * www.linkedin.com/pub/lori-herkert/a7/616/a65/

Planned Parenthood MN, ND, SD; 2014 - present, 4-12 hours per week

Assisting the Manager of Executive and Board Affairs - responsibilities include general administrative support, mailings, project work, and invoice processing. Provide general support in the Compliance and Legal Department - in addition, help maintain the compliance exit interview process. Certified Navigator in 2014 and 2015. Have assisted with mass mailings and phone bank work for various initiatives.

EDUCATION & Training

- MBA, Northern Illinois University
- BBA Marketing, University of Wisconsin Whitewater
- Fairview Health Services, Minneapolis, MN; Hospice Volunteer Training, 20 hours, 2014
- State of Minnesota, MNsure Assister Certification, 10 hours, 2014, 2015
- Guardian Ad Litem Training, Miami, FL, 40 hours

Summary of Experiences

High energy self starter with exceptional interpersonal, communication, and organizational skills. Adept at working with individuals and groups from diverse backgrounds and with different experience levels. Have had extensive involvement with many types of for profit and not for profit organizations. Additional strengths: quick learner, experienced with program and process re-engineering, analytics, and personnel development.

Community/Volunteer Experience*

Fairview Hospice, Minneapolis, MN; 2014-present, 5 to 15 hours per week.

Assist with project work (Microsoft excel and word) and provide administrative support in the office. Make weekly in home visits with patients. Have developed confidence in my ability to communicate with the terminally ill and their caregivers in a variety of family settings.

Academic Tutor, Pre-K through 8th grade; 2000-2015,

Served at public and charter schools in low income neighborhoods in Rogers, AR; Miami, FL; Minneapolis, MN.

Guardian Ad Litem, Miami, FL; 2008-2009,

Advocate for neglected and/or abused children during their dependency proceedings. Learned how court system operates and how to effectively interact with the different stakeholders (i.e. social workers, attorneys, family, school, etc.) to ensure best outcome for child. Gained an understanding of the unique challenges and cultural differences associated with immigrant populations. Developed creative solutions to bridge the language gap and build trust with my clients and their families.

School Board President: Walnut Farm Montessori School, Bentonville, AR; 2002-2004,

Guided the school through a critical transition when the founder abruptly left. Completed conversion of school from a sole proprietorship to a 501c3. Key responsibilities: development of budget and five year plan, hiring, oversaw expansion of facility and student population, communication with constituents, creation and launching of annual fundraising program.

Additional Professional Experience

The Blake School, Minneapolis, MN; 9/2013-6/2015

- **Substitute teacher:** Pre-K through 5th grade. Worked in traditional classroom, art, music and PE. This position demanded flexibility, enthusiasm, confidence and a sense of humor.

American Stores, Inc., Salt Lake City, UT and Malvern, PA; 1996-2000

- **Director Promotions and Sales Support:** Created and implemented a promotional planning process and associated templates to be used across all departments (i.e. produce) and banners (i.e. Jewel Food Stores). Developed and rolled out a national demo program that generated higher income and sales in participating stores.
- **Business Re-engineering Team Lead: Procurement and Marketing:** Managed the process reengineering, requirements definition, system development, pilot and post implementation review for the Category, Promotional, and Assortment planning tools for a newly integrated company.
- **Special Projects Manager:** Reporting directly to the President of the Malvern, PA division. Projects centered on testing price sensitivity of items throughout the store, resulting in improved sales, gross margins and profits.

Topco Associates, Inc., Skokie, IL; 1990-1996

- **Director: Regional Programs and Bakery:** Achieved market leadership positions in dairy, frozen foods and commercial bakery for 44 retailers across the country. Managed and developed a staff of 10. Developed business continuation tools (i.e. “top to top” presentation, report card), essential for continued growth and managing change. Implemented an interactive training program to enhance and cross pollinate negotiating skills throughout the company.
- **Product Manager Regional Programs:** Managed and developed a staff of 7. Generated sales growth of 10-20% per year for four consecutive years – through development of new retail members and increasing sales within existing programs. Responsible for top level negotiations with key personnel in the retail and vendor community.
- **Buyer Dairy Department:** Program analysis and review, resulting in significant cost savings as well as sales growth. Developed electronic system of reporting markets, costs and category information to retailers.

Federated Foods, Inc., Arlington Heights, IL; 1988-1990

- **Senior Product Manager Grocery:** Developed, sourced and marketed an upscale product line with first year annualized sales of \$1mm.

Jewel Food Stores, Inc., Melrose Park, IL; 1/83-12/87

- **Management Training Program:** Completed a 2 year program rotating through all departments. Training took place at various stores throughout the Chicago metro area. Gained experience managing and working with a very diverse group of employees., and served a very diverse customer group.
- **Assistant Manager, Jewel Food Store, North Chicago, IL:**
- **Buyer:** Responsible for securing product for 180 Jewel Food Stores

MANAGER'S UPDATE

Reporting Period: July 31 - September 9, 2026

Overview. Since the end of July, the Town's work has centered on completing the FY 2026-27 budget, advancing major infrastructure and resiliency initiatives, strengthening financial administration, and positioning the organization for several important policy decisions. The following summarizes the principal work completed or advanced during this reporting period.

Executive Highlights

PRIORITY	PROGRESS / OUTCOME
FY 2026-27 budget advanced	Completed the proposed budget framework at \$20.691 million, including \$11.395 million for operations, \$382,370 for debt service, and \$4.300 million for capital investment.
Long-term financial guidance developed	Presented a framework for future budgets using a 4% contingency target and a 58% reserve benchmark, while preserving the current year's strong projected General Fund position.
Regional water authority discussions moved forward	Secured Commission support to participate in due diligence regarding Boynton Beach's conceptual regional water authority and incorporated funding for the Town's independent legal, financial, engineering, and operational review.
Capital and resiliency projects progressed	Continued implementation and oversight of Harbour Drive North drainage, watermain modernization, Hudson Avenue resiliency, and Town Hall/Police facility hardening.

Budget, Reserves and Financial Planning

- Proposed budget finalized:** Refined the FY 2026-27 financial plan to clearly distinguish the Town's operating cost, debt obligations, and capital program. The proposed budget totals \$20,690,769: \$11,394,829 for operations, \$382,370 for debt service, and \$4,300,200 for capital, including \$4,035,000 in the Capital Improvement Plan.
- Millage recommendation:** Maintained the recommendation of 5.4000 mills. The proposed rate supports current service levels and planned infrastructure while recognizing the Town's 6.3% growth in taxable value and the potential effect of statewide property-tax changes.
- Reserve position:** Projected an unassigned General Fund balance of approximately \$6.5 million, equal to 60.5% of budgeted General Fund expenditures. Developed future-policy guidance using 58% as the reserve benchmark and 4% as the contingency target.
- Risk planning:** Identified approximately \$1.18 million in possible reductions or deferrals should legislative or revenue conditions require midyear adjustment, providing the Commission with an actionable financial watch list.
- Budget transparency:** Expanded the budget document with clearer departmental narratives, uniform accounting code references, year-over-year comparisons, capital-plan explanations, appendices, and performance information intended to make the document easier for the Commission and public to navigate.

Financial Administration, Audit and Procurement

- **Accounting services model:** Advanced a professional-services approach for day-to-day governmental accounting at \$4,000 per month, combining remote support with two in-office days each week. The model is designed to maintain a lean organization while strengthening governmental accounting, GASB, audit-readiness, and GFOA-aligned practices.
- **Annual auditing services:** Completed the competitive selection and award documentation for professional auditing services, including the bid tabulation, notice of intent to award, engagement materials, and professional services agreement for Commission consideration.
- **Audit follow-through:** Continued corrective-action work associated with the FY 2025 audit. The draft audit reported fair presentation and no financial-condition findings; previously reported recommendations 2023-1 and 2024-1 were resolved, with late financial-report filing remaining as a continuing corrective-action item.
- **Internal controls:** Continued reinforcing separation of duties, invoice review, staff training, and coordination between operational accounting, pre-audit assistance, and the independent auditor.

Infrastructure, Resiliency and Facilities

- **Harbour Drive North drainage:** Advanced the project following the July 27 pre-construction meeting. The work includes eight drainage inlets, more than 350 linear feet of 15-inch HDPE pipe, an outfall with flap gate, and roadway restoration. Construction oversight is supported by a not-to-exceed \$62,400 engineering task order; substantial completion is scheduled for December 7, 2026.
- **Watermain modernization:** Continued coordination of Phase 4 construction in the south end of Town and Phase 2 design. Phase 2 also received a \$300,000 State appropriation, reducing the Town's future local funding burden.
- **Hudson Avenue resiliency:** Advanced the seawall and roadway resiliency initiative. The FEMA application for a grant is nearing approval for approximately \$600,000, while planning continues for the broader Hudson Avenue reconstruction from A1A to the Intracoastal Waterway.
- **Town Hall and Police facilities:** Completed the roof replacements for Town Hall/Police and the garage, installation of hurricane-resistant operable windows, and installation of two fire-rated exterior security doors with security bars at the Police sally port and rear of the building.
- **Capital planning:** Refined the five-year Capital Improvement Plan and evaluated which projects could be deferred if revenue conditions change, while continuing to prioritize drainage, water infrastructure, public safety, and facility resiliency.
- **Community Standards / Bridges Painted:** Implementation of the Community Standards review process for signage, landscaping, edging, cleaning and painting, with the completion of painting three bridges in the north part of Town and branded wooden street signs in the south end of Town.

Regional Water Service Initiative

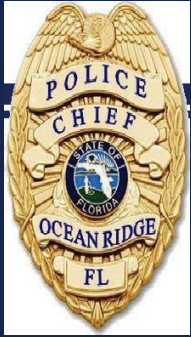
- **Commission direction:** Presented the City of Boynton Beach's conceptual regional water authority for policy discussion. On August 31, the Commission supported moving forward with due diligence and approved funding for the Town to evaluate the concept.
- **Town interests protected:** Communicated the Town's conceptual alignment while emphasizing that governance, asset valuation, service rights, rate impacts, liabilities, capital obligations, and future service standards require detailed review before any final commitment.
- **Budget and CIP coordination:** Included a \$200,000 allocation in the Town Manager Department for legal, financial, engineering, and operational due diligence. Began evaluating the potential effect on water-related capital projects, particularly for FY 2028 and beyond.

Public Safety, Building Services and Organizational Performance

- **Police performance measures:** Developed a more meaningful public-facing performance framework using emergency response time, calls for service, officer-initiated activity, license-plate-reader activity, staffing, and technology modernization. The department's emergency response target is 2.3 minutes.
- **Technology and interoperability:** Continued planning for the CAD/RMS transition to Oracle and prepared renewal language for participation in the County radio system for the November 1, 2026 through October 31, 2031 term.
- **Building Department transparency:** Continued development of the Building Fund as a separately accounted enterprise for FY 2026-27, supported by permit-activity reporting, fee methodology documentation, same-day permitting practices, and compliance updates for private-provider services.
- **Departmental accountability:** Expanded departmental budget narratives and performance measures so the Commission can more readily connect appropriations to service delivery, workload, compliance obligations, and outcomes.

Community Communication and Standards

- **Resident information:** Prepared public communications regarding the 2026 seasonal high-tide periods, including an internal operational poster for Police and Public Works to support readiness and consistent response.
- **Community appearance:** Continued implementation of the Community Standards review process for signage, landscaping, edging, cleaning and painting, utility clearance, hydrant access, and other recurring common-area conditions.
- **Project communication:** Prepared clear, consistent updates on drainage construction, watermain replacement, facility hardening, departmental services, and upcoming budget decisions for inclusion in Town materials and public communications.



OCEAN RIDGE

POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

JULY 2026

A MONTH AT A GLANCE

3,254

TOTAL CALLS

293

TRAFFIC STOPS

935

HOUSE CHECKS

11

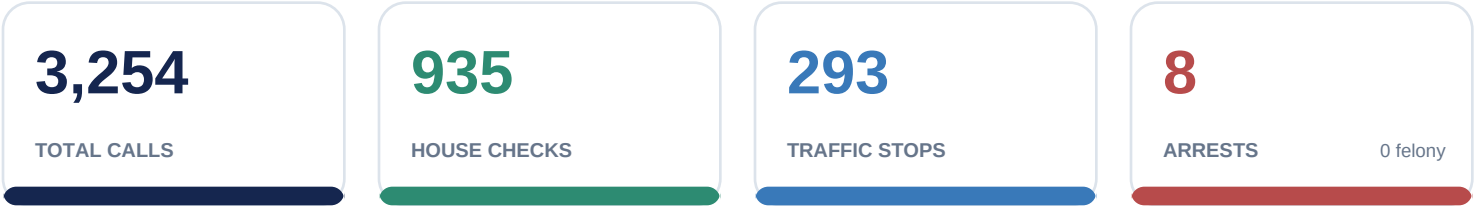
FIRE / EMS CALLS

Prepared by Scott McClure, Chief of Police

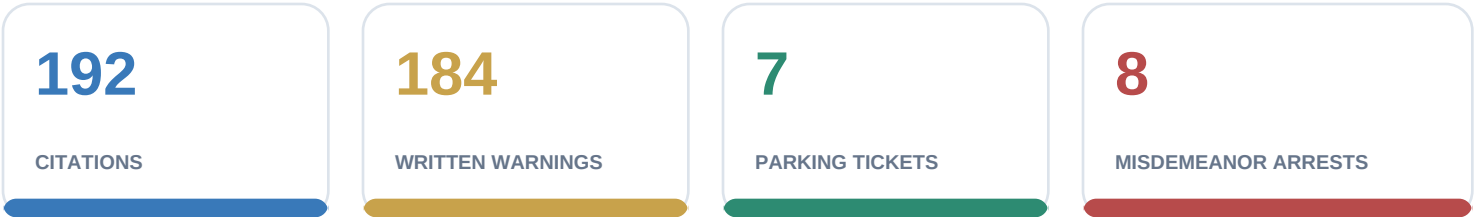
Law Enforcement Activity + Boynton Beach Fire Rescue



Executive Overview



Law Enforcement Activity



Service Presence



KEY TAKEAWAY

Proactive visibility remained the department’s largest activity category.

District checks and house checks accounted for 2,338 documented activities.

The monthly summary reports 293 traffic stops; the signal activity report records 289.

Figures reflect the source report’s distinct reporting categories.



Dispatch & Public Access

Telephone Calls Handled

841

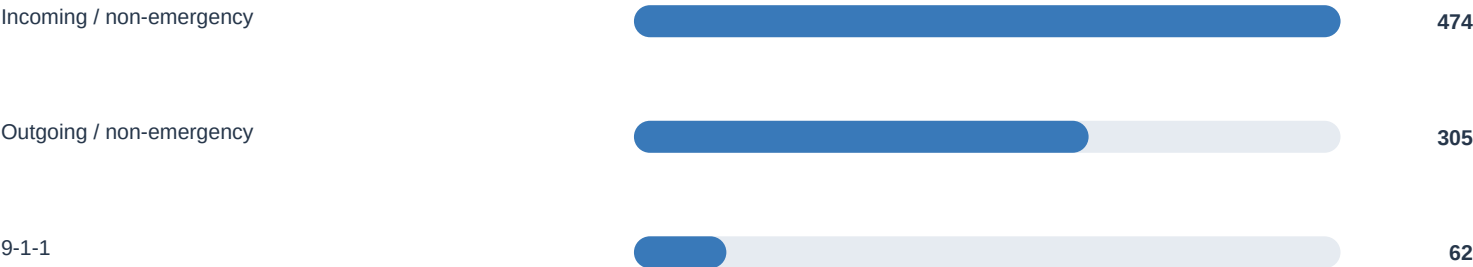
JULY TOTAL

5,567

YEAR TO DATE

536

911 CALLS YTD



Walk-Ins Handled

195

ALL WALK-INS

100

AFTER HOURS

1,500

WALK-INS YTD

ACCESS AT A GLANCE

50% of July walk-ins occurred after business hours

Dispatch continued to serve as a 24/7 point of contact for residents and visitors.



Administrative & Public Services

July Service Volume



PUBLIC-FACING SERVICES

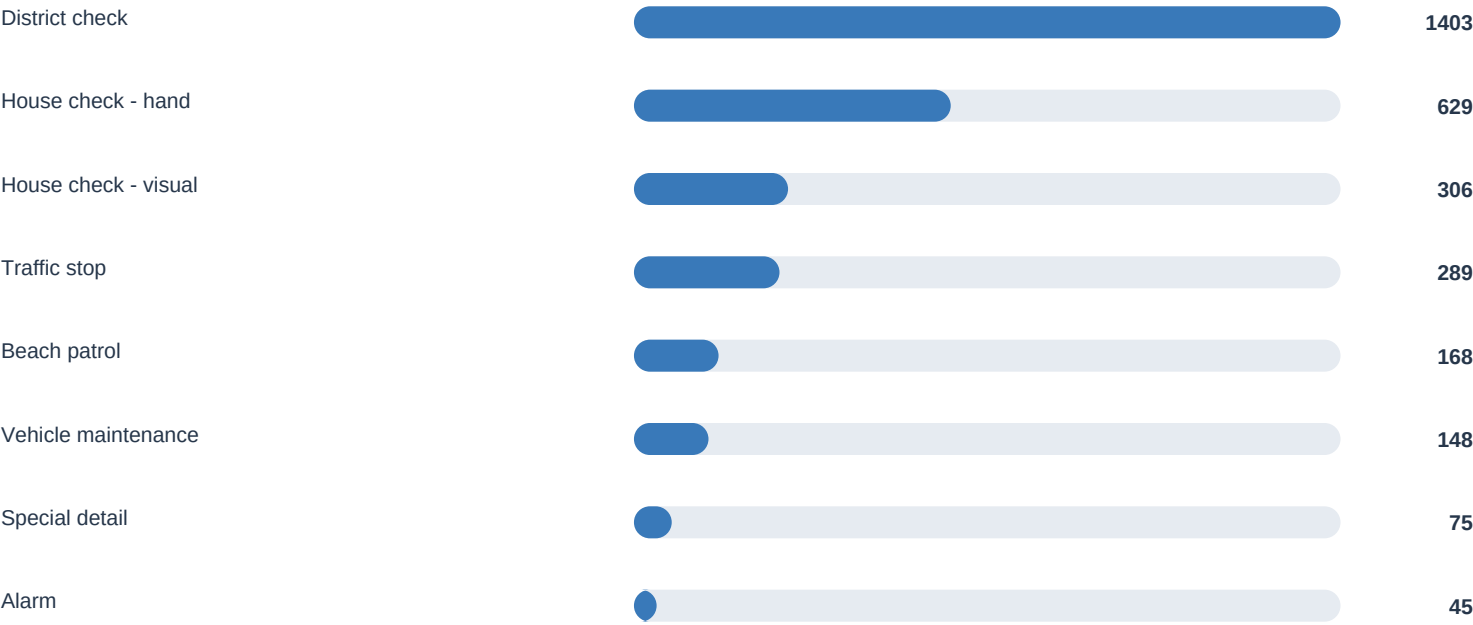
195 total July service interactions listed

Visitor and information contacts were the largest category, followed by vendor visits.

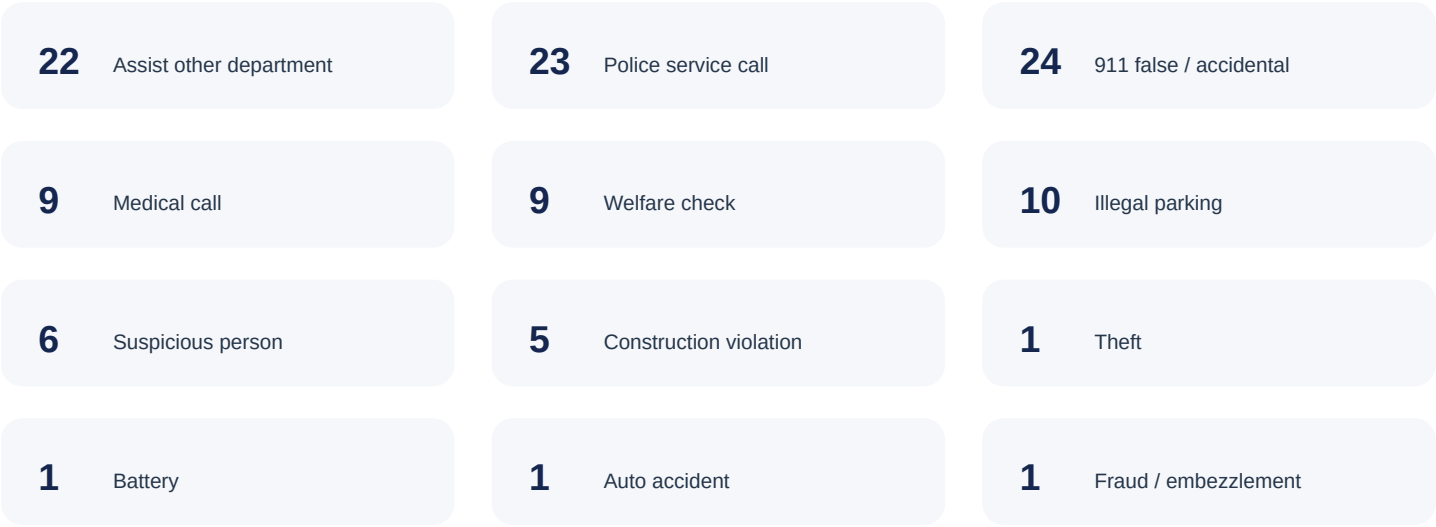


Calls for Service by Signal

Highest-Volume Signals



Selected Community & Response Calls



Total activity: 3,254



Boynton Beach Fire Rescue

July 2026 Response Summary

11

TOTAL RESPONSES

9

OCEAN RIDGE

2

BRINY BREEZES

Response Profile

6

MEDICAL CALLS

5

FIRE / OTHER

0

OVER 10 MINUTES

Response Time

6.9 min

AVERAGE

4.9 min

FASTEST

9.9 min

LONGEST

RESPONSE MIX



● Medical: 6 ● Public service: 4 ● No emergency found: 1

Source: July 2026 Boynton Beach Fire Rescue report. Average calculated from listed responses.