



# Town of Ocean Ridge

## Town Commission Meeting Package

January 3, 2022

Mayor Kristine de Haseth

Vice Mayor Susan Hurlburt

Commissioner Steve Coz

Commissioner Geoff Pugh

Commissioner Wiescholek

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



**January 3, 2022  
6:00 P.M.  
TOWN HALL – MEETING CHAMBERS**

**TOWN COMMISSION**

Mayor Kristine de Haseth

Vice Mayor Susan Hurlburt  
Commissioner Geoff Pugh

Commissioner Steve Coz  
Commissioner Martin Wiescholek

**ADMINISTRATION**

Town Manager Tracey L. Stevens

Town Attorney Christy Goddeau  
Chief of Police Richard Jones

Town Clerk Karla M. Armstrong  
Building Official Durrani Guy

**RULES FOR PUBLIC PARTICIPATION**

1. **PUBLIC COMMENT:** The public is encouraged to offer comments with the order of presentation being as follows: Town Staff, Public Comments, Commission discussion and official action. Town Commission meetings are business meetings of the Commission and the right to limit discussion rests with the Commission. **Generally, remarks by an individual will be limited to one time up to three minutes or less regarding any single item on the agenda.** The Mayor or presiding officer has discretion to adjust the amount of time allocated.
  - A. Public Hearings: Any citizen is entitled to speak on items under this section.
  - B. Public Comments: Any citizen is entitled to be heard concerning any matter within the scope of jurisdiction of the Commission under this section. The Commission may withhold comment or direct the Town Manager to take action on requests or comments. The Commission meetings are held for the purpose of discussing and establishing policy and to review such other issues that affect the general welfare of the Town and its residents. Where possible, individual grievances should first be taken up with the Town Staff.
  - C. Regular Agenda and First Reading Items: When extraordinary circumstances or reasons exist and at the discretion of the Commission, citizens may speak on any official agenda item under these sections.
  
2. **ADDRESSING THE COMMISSION:** At the appropriate time, please step up to the podium and state your name and address for the record. All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Commission shall be barred by the presiding officer from speaking further, unless permission to continue or again address the Commission is granted by a majority vote of the Commission members present.

**APPELLATE PROCEDURES**

Please be advised that if a person decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record includes the testimony and evidence upon which the appeal is based. The Town neither provides nor prepares such record. (F.S. Section 286.0105)

Persons who need an accommodation in order to attend or participate in this meeting should contact the Town Clerk at (561) 732-2635 at least 5 days prior to the meeting in order to request such assistance.

**NOTICE: THE PUBLIC MAY VIEW THE HARD COPY OF THE MEETING MATERIALS AT  
TOWN HALL BEFORE OR DURING THE MEETING**

**CALL TO ORDER****ROLL CALL****PLEDGE OF ALLEGIANCE****ADDITIONS, DELETIONS, MODIFICATIONS, AND APPROVAL OF AGENDA****PRESENTATIONS & PROCLAMATIONS**

- a. Employee of the Quarter (By: Town Manager Stevens)

**ANNOUNCEMENTS**

- a. The meeting schedule for the next month is as follows: Regular Town Commission Meeting Monday, February 7<sup>th</sup> at 6:00 PM; Code Enforcement Hearing January 4<sup>th</sup> at 10:00 AM; and Planning & Zoning Commission Meeting Monday, January 24<sup>th</sup> at 8:00 AM. All meetings are held in the Commission Chambers at Town Hall.
- b. Please join us for a meet & greet with Chief Jones on Wednesday, January 5<sup>th</sup> at 5:30 p.m. at Town Hall to discuss the latest trends in criminal activity, the use of License Plate Recognition cameras to deter crime, as well as new approaches and programs to be implemented in 2022.
- c. One Blood will be at Town Hall for a blood drive on Friday, January 7<sup>th</sup> from 9:00 a.m. to 3:00 p.m. and on Saturday, January 8<sup>th</sup> from 10:00 a.m. to 4:00 p.m.
- d. Town Hall will be closed on Monday, January 17<sup>th</sup> in observance of Martin Luther King, Jr. Day.
- e. Please join us each month prior to the Town Commission meeting at 5:00 p.m. for the Building Official Educational Forum in the Commission Chambers at Town Hall. Details including topics to be discussed each month are on the Town's website.
- f. Residents who wish to sign up to receive important Town notifications and news through Civic Ready should sign up on the Town's website or call Town Hall for assistance.

**PUBLIC COMMENT – (3 minute individual limit)****APPROVAL OF CONSENT AGENDA (Items that do not require discussion)**

1.
  - a. Adopt Minutes of the Special Town Commission Meeting of November 18, 2021
  - b. Adopt Minutes of the Regular Town Commission Meeting of December 6, 2021
  - c. Acceptance of the Revenue & Expenditure Reports for September 2021 and October 2021
  - d. Approve the budgeted expenditure in an amount not to exceed \$87,500 as a best interest acquisition to Murray Logan Construction for the purpose of repairing the bridges at Inlet Cay Drive, Island Drive, and Sabal Island Drive
  - e. Approve the budgeted expenditure in an amount not to exceed \$86,000 as a best interest acquisition to Essential Net Solutions (ENS) for the I/T Refresh Project
  - f. Approve the budgeted expenditure of \$13,905.90 to Palm Beach County for the annual renewal, replacement, and system maintenance fee for the police radio system
  - g. Approve the budgeted expenditure of \$650,276.37 to the City of Boynton Beach for Fire/EMS Services
  - h. Approve the unbudgeted expenditure of \$20,497 to Preferred Government Insurance Trust (PGIT) for the additional workers comp insurance premiums derived from the workers comp audit
  - i. Approve Additional Vacation Accrual in the amount of 40 hours for Town Clerk Armstrong in Recognition of her Coverage of the Building Department Due to Short Staffing
  - j. Resolution No. 2022-01 - A Resolution Authorizing the Town of Ocean Ridge to Join With the State of Florida and other Local Governmental Units as a Participant in the Florida Memorandum of Understanding and Formal Agreements Implementing a Unified Plan in Reference to an Opioid Epidemic Settlement



- k. Appoint Mayor de Haseth as the Town Commission liaison for Potable Water Contract Negotiations

### **REGULAR AGENDA ITEMS**

2. Second Reading of Ordinance No. 2022-01 – An Ordinance of the Town Commission of the Town of Ocean Ridge, Florida, Amending Chapter 16 of the Town’s Code of Ordinances, Code Enforcement, By Renaming the Chapter to “Community Standards”, Adopting Amendments to the Town’s Community Standards Procedures, and Adopting an Alternative Community Standards Citation Procedure and Making Other Necessary Amendments; Providing For Codification, Repeal of Conflicting Ordinances, Severability, and an Effective Date (By: Town Manager Stevens)
3. Resolution No. 2022-02 – A Resolution of the Town Commission of the Town Of Ocean Ridge, Florida, Amending the Adopted Schedule of Fees for Various Services and Providing an Effective Date. (By: Town Manager Stevens)
4. First Reading of Ordinance No. 2022-02 – An Ordinance of the Town Commission of the Town of Ocean Ridge, Florida, Amending its Code of Ordinances, Land Development Code, Chapter 63, General and Administrative Provisions, Article VII, Nonconforming and Grandfathered Uses, Section 63-117, Grandfathered Uses, Lots and Structures, To Clarify and Update the Administrative Variance Procedure for Grandfathered Structures and for Other Purposes; Providing for Codification, Repeal of Conflicting Ordinances, Severability, and an Effective Date (By: Town Manager Stevens)

### **STAFF & COMMITTEE REPORTS**

5. Planning & Zoning Commission
6. Town Manager
7. Town Attorney
8. Police Chief
9. Town Engineer & Public Works
10. Building Official

### **TOWN COMMISSIONER COMMENTS**

11. Traffic Calming on Old Ocean Blvd (By: Vice Mayor Hurlburt)

### **ADJOURNMENT**



## **Live Audio Feed Provided for the Regular Town Commission Meeting of January 2022**

Based upon a Town Commission decision, the Town of Ocean Ridge will be holding the meeting in-person, with an additional option of listening to the audio live.

**DATE AND TIME:** Monday, January 3, 2022 at 6 P.M.

**GENERAL SUBJECT MATTER TO BE CONSIDERED:** The Town of Ocean Ridge will meet for the purpose of reviewing items as described on the agenda. The agenda along with the meeting package was posted on the Town's website, at Town Hall, and in Town Hall's shadow box the Wednesday prior to the meeting.

A copy of the agenda & the package may be obtained by contacting the Town Clerk at:

[karmstrong@oceanridgeflorida.com](mailto:karmstrong@oceanridgeflorida.com).

**PLACE:** The meeting will be held at the physical access point of Town Hall, 6450 N. Ocean Blvd, Ocean Ridge, FL 33435. The Town of Ocean Ridge will provide a live audio feed for those that cannot attend the physical access point. Interested persons may listen by using the following information:

- **Please dial in using your phone.** United States: [+1 \(669\) 224-3412](tel:+16692243412) and **Access Code:** 858-604-853

### **PUBLIC COMMENTS:**

Persons that are unable to attend the meeting in person may submit public comments by utilizing the following options:

1. Email the Town Clerk at [karmstrong@oceanridgeflorida.com](mailto:karmstrong@oceanridgeflorida.com) by Monday, December 6, 2021 at 3 p.m. The email must contain the agenda item number and exactly what is to be read out loud at the meeting (3 minute limit). The Town Clerk will respond to the email if it has been received. If you do not receive a response email from the Town Clerk, assume that it was not received and follow up with a phone call to Town Hall at 561-732-2635. The Town Clerk will read the public comment into the record when the item is taken up.
2. Call Town Hall at 561-732-2635 before 3 p.m. on meeting date. Tell Town Hall Staff which agenda item you would like to submit a comment on, and submit your comments to them (3 minute limit). Town Hall staff will notify the Town Clerk of the public comment, and the Town Clerk will read the public comment into the record when the item is taken up during the meeting.

### **ADDITIONAL INFORMATION:**

The recording of the meeting along with the action item summary sheet will be available to the public the following day.

Consistent with section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Town Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons who need an accommodation in order to attend or participate in this meeting should contact the Town Clerk at (561) 732-2635 at least 5 days prior to the meeting in order to request such assistance.



January 3, 2022 - 6:00 P.M.

TOWN COMMISSION MEETING AGENDA PACKAGE

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SPECIAL TOWN COMMISSION MEETING MINUTES  
NOVEMBER 18, 2021

Minutes of the Special Town Commission Meeting of the Town of Ocean Ridge held on Monday,  
November 18, 2021 at 4:00 PM in the Town Hall Commission Chambers.

**CALL TO ORDER**

The meeting was called to order by Mayor de Haseth at 4:05 PM.

**ROLL CALL**

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

Roll Call for Town Commission:

Mayor de Haseth	Present
Vice Mayor Hurlburt	Present
Commissioner Coz	Present
Commissioner Pugh	Present
Commissioner Wiescholek	Present

Roll Call for Planning & Zoning Commission:

Chair Mark Marsh	Present
Vice Chair Ric Carey	Present
Member Neil Hennigan	Present
Member David Hutchins	Present
Member Penny Kosinski	Present
Alternate Member Brit Flanagan	Absent
Alternate Member Roger Brinner	Present

**PLEDGE OF ALLEGIANCE**

Mayor de Haseth led the Pledge of Allegiance.

**ADDITIONS, DELETIONS, MODIFICATIONS, AND APPROVAL OF AGENDA**

Planning and Zoning Commission Member Hennigan asked the Town Commission if open porches should be added to the agenda or if the Planning and Zoning Commission can look at the current code for possible amendments at a later date.

**The Town Commission gave consensus for the Planning and Zoning Commission to look at the code at a later date.**

**Commissioner Pugh moved to approve the agenda as submitted; seconded by Commissioner Wiescholek. Motion carried 5-0.**

Mayor de Haseth explained that there are no decisions being made and this meeting is for both boards to discuss openly. She explained that public comment will only be taken in the beginning and not during every item.

**PUBLIC COMMENT**

Terry Brown, Harbour Drive South, asked the Commission to review the appeal process for Development Plan Review decisions to avoid possible litigation as he has seen in other municipalities. Mayor de Haseth informed that according to code, an applicant can appeal to the Town Commission if they do not like the decision from the board.

Alternate Member Brinner introduced himself to the Commission and asked the procedure of his role during this workshop. Town Attorney Goddeau responded that since all the Planning and Zoning Commission



## SPECIAL TOWN COMMISSION MEETING MINUTES NOVEMBER 18, 2021

members are here, then he would just be a public member; however, if any of them were to step out, then he would fill in as the alternate.

### **JOINT WORKSHOP DISCUSSION ITEMS**

#### **1. Planning & Zoning Commission Powers and Duties in Reference to Development Plan Review**

Mayor de Haseth gave an overview of the item by noting the history of establishing the role and powers of the Planning and Zoning Commission in the Development Plan Review process.

Chair Marsh asked for Sec. 63-56 of the Town Code of Ordinances to be read into record to provide a refresher of what the board can look at.

Commissioner Coz voiced his concern that the process has changed from its original intent and he wants to ensure that personal taste does not get in the way. He provided an overview of the history from his perspective as Mayor at the time and explained how the ordinance wording was changed throughout time so that the board could encourage applicants to change aspects of their projects, but not place their personal taste on them. He advised that he added this item as a discussion because he received a complaint from 6470 N. Ocean Blvd. about the board decision. He advised that personal taste should not play a role and that the home should pass if it meets Town Code.

Planning and Zoning Commission Member Kosinski stated that the project at 6470 N Ocean Blvd was not denied, but just deferred for them to address massing. She advised that massing is one of the items that the Planning and Zoning Commission is supposed to look at per code to see if it is compatible with the neighborhood. She stated that the applicant took the suggestions from the Board and submitted a revision that was approved the following month. Planning and Zoning Commission Chair Marsh concurred and stated he did not like the design; however, the issue was in regards to massing and not the design. Commissioner Coz asked if the applicant reduced the size of the garage, to which Planning and Zoning Commission Chair Marsh stated that the applicant did not reduce the garage. Planning and Zoning Commission Chair Marsh stated that the project was deferred so the applicant could work on the suggestions.

Planning and Zoning Commission Member Hennigan stated that there have not been any projects that have been denied. He stated that the subject project was only deferred and that a project can be discussed for more than one meeting. He noted that every member approves homes that they do not personally like, but they are not looking at design, just compatibility. Vice Mayor Hurlburt concurred with Member Hennigan.

Commissioner Pugh stated that the question is whether the Planning and Zoning Commission should have the power to deny or defer projects. He added that the original intent was to have a citizen review committee to look at items the Zoning Official was not looking at and not for the Planning and Zoning Commission to have power over a project. Planning and Zoning Commission Member Kosinski stated that some of the issues that have arisen are due to lack of power and direction in place. Commissioner Pugh stated that the criteria are codes that staff reviews, and Planning and Zoning Commission Member Kosinski disagreed. They discussed the purpose of the wording.

Mayor de Haseth asked the Town Clerk to read Sec. 63-56(1) of the Town Code of Ordinances. Town Clerk Armstrong read Sec. 63-56(1) of the Town Code of Ordinances.

The board members discussed the difference between “shall” and “should”. Mayor de Haseth asked Town Attorney Goddeau for clarification on the difference between “shall” and “should”. Town Attorney Goddeau stated that she looks at the overall ordinance to make a determination of their powers not solely

## SPECIAL TOWN COMMISSION MEETING MINUTES NOVEMBER 18, 2021

at the words “shall”. She added that the ordinance provides a criteria to use to make a determination, and she looks to ensure the board has substantial competence evidence.

Mayor de Haseth asked if there are any other qualifications besides substantial competence evidence in a quasi-judicial hearing, to which Town Attorney Goddeau stated that the courts have rules that as long as there is substantial competence evidence then the decision is likely to be upheld on appeal.

Commissioner Pugh asked if anyone has yet to appeal any decision from the Planning and Zoning Commission to the Town Commission, to which other Commissioners notified him that no one had appealed.

Planning and Zoning Commission Vice-Chair Carey stated that the Planning and Zoning Commission has not denied any project and that they have only deferred. Commissioner Wiescholek stated that the Planning and Zoning Commission can view the entire picture beyond the code because staff can only review the code. Commissioner Coz stated that personal taste is added when they are reviewing beyond code and seeing the entire picture. Commissioner Wiescholek disagreed and stated their review does impact the community and ensures compatibility. Commissioner Coz gave an example of how personal taste can prevent them from making a decision. Member Kosinski stated that any decision can be appealed to the Town Commission.

Commissioner Coz asked if any other member would like to discuss reducing the powers and authority of the Planning and Zoning Commission in regards to Development Plan Review. Commissioner Wiescholek understood Commissioner Coz’s concerns, but stated that he sees the benefit of the Planning and Zoning Commission review.

Planning and Zoning Commission Chair Marsh asked that the word “defer” be added to Sec. 63-56 of the Town Code of Ordinance. He discussed his experience at the Town of Palm Beach as an Architect.

Commissioner Coz just requested that personal taste does not play a role in any decision making when reviewing Development Plan Review projects. Commissioner Coz and Planning and Zoning Commission Chair Marsh discussed the role of the Building Official in the review process.

Commissioner Pugh voiced his concern about the cost of the appeal, to which Town Manager Stevens stated that the cost can be reviewed to see the possibility to reduce it. Commissioner Pugh stated that the owner should not have to pay \$1,500 to go for appeal, and Mayor de Haseth instructed staff to take a look at it. Planning and Zoning Commission Chair Marsh stated that the Town of Ocean Ridge is below in our fees compared to other municipalities.

They discussed how no application has been denied, but just deferred. Planning and Zoning Commission Chair Marsh gave a personal recollection of his experience and other Architect experience at the Town of Palm Beach.

Commissioner Coz stated that Commissioners should not attend the Planning and Zoning Commission meetings as previously advised by previous attorneys because any project can get appealed to the Town Commission. Commissioner Wiescholek stated that he attends and he does not speak in favor or against any project. He further explained his position. Town Attorney Goddeau stated that Commissioners can attend, but that it would be safer for them to not speak in those meetings so that the Commissioner impartiality is not called into question if the hearing is a quasi-judicial one. She discussed how the Code lacks the appeal process for the Development Plan Review. Commissioner Coz agreed that Commissioners should not speak because it may appear that they are impartial. Mayor de Haseth concurred with Commissioner Coz that Commissioners should not speak at advisory board meetings if the decision can be

## SPECIAL TOWN COMMISSION MEETING MINUTES NOVEMBER 18, 2021

appealed to the Town Commission, but she was okay if Commissioners attend. Vice Mayor Hurlburt stated that she was advised by all previous attorney that she could attend, but advised not to speak. Commissioner Wiescholak stated that he was neutral in the project, but voicing a way to help the applicant.

Mayor de Haseth suggested for all Commissioners not to speak at advisory board meetings if the decision can be appealed to the Town Commission. She asked that staff review what can be done to enforce that.

Commissioner Pugh voiced that he is against any Commissioner attending any advisory board meeting about any item that can go before the Commission because it will make the Commissioner reach a decision before the item is brought forward. Vice Mayor Hurlburt disagreed, and stated that it is a way for the Commissioners to gather more information. Commissioner Wiescholak disagreed as well and gave a personal recollection about how he heard of how the Planning and Zoning Commission reached a decision and he still disagreed with their decision.

The Commissions discussed the difference between the words “shall” and “should”. Alternate Member Brinner read a legal study that he found regarding the wording difference.

Mayor de Haseth asked why is mailing notices timeframe 20 days prior when all other notices are 15 days prior. Town Clerk Armstrong responded that she was not a part of the discussions when drafted, but it may be to account for mailing time.

**The Commission directed staff to either draft a Resolution or see another way to enforce that Commissioners do not speak at advisory board committees if the decision will be appealed to the town Commission, and to add the word “defer” to the Code to Sec 63-56(3) of the Town Code of Ordinances.**

### **2. Architectural Criteria for “Front” Elevation and More**

Planning and Zoning Commission Member Hennigan introduced the item by stating that lots with two public rights-of-way such as corner lots should have more requirements on the side elevation facing the public right-of-way. He asked that the window and door coverage be expanded to those cases as well as the definition of breezeway. Commissioner Wiescholak provided an example of the importance to ensure that all sides seen from the public right-of-way have more details. **There was consensus to have the Planning and Zoning Commission review this item.**

Commissioner Wiescholak stated that more decorative elements should be added to the side of a home even if not seen from the public right-of-way.

### **3. Pool Location and Retaining Wall Heights**

Town Clerk Armstrong noted that the item was added to the agenda based on consensus from the Town Commission at their November Meeting. Mayor de Haseth added that she brought up the item at the November meeting because of her concern when seeing the Development Plan Review plans for 113 Island Drive. She opened the discussion to discuss the pool setbacks and retaining wall heights as it pertains to the new elevation requirements set forth by FEMA.

Commissioner Pugh stated that the setback for pool is crucial and provided the reasons. He stated that the pool is not the issue and that the applicant could have chosen to address it a different way. He further proposed changing the code for the height of the seawall in relation to the height of the deck. Building Official Guy provided some background of the property and their requirements from FEMA. He also discussed the issues within the Code that it does not treat seawalls separately than common walls. Planning



## SPECIAL TOWN COMMISSION MEETING MINUTES NOVEMBER 18, 2021

and Zoning Commissioner Hennigan and Commissioner Pugh discussed what the applicant can do with the projects.

Commissioner Coz asked staff to look into other methods besides retaining walls so the Town doesn't become full of retaining walls due to FEMA elevations. Commissioner Wiescholek concurred and voiced how the pool setback allowed him to be able to have a pool. He discussed how the retaining walls will be impacted by the new elevation requirements and he discussed how tapering the walls may be the way to go. Commissioner Pugh stated that all the properties will eventually build up and it will be to similar height. He asked that when reviewing the code to ensure that the retaining walls are either stucco or concrete and not vinyl. Building Official Guy concurred and voiced his issues with some codes in regards to retaining walls.

The Commission agreed that there is an issue that will take time and asked that the Planning and Zoning Commission start working on the height of the retaining wall. They discussed the project at 113 Island Drive.

**The Commission agreed for the Planning and Zoning Commission to look at the height of retaining walls only and not the pool location.**

### ADJOURNMENT

Meeting Adjourned at 5:42 p.m.

Minutes prepared by Town Clerk Armstrong and adopted by the Town Commission on January 3, 2021.

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Kristine de Haseth, Mayor

ATTEST:

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Karla M. Armstrong, Town Clerk

REGULAR TOWN COMMISSION MEETING MINUTES  
DECEMBER 6, 2021

Minutes of the Regular Town Commission Meeting of the Town of Ocean Ridge held on Monday, December 6, 2021 at 6:00 PM in the Town Hall Commission Chambers and live audio feed provided through Gotomeeting.com.

**CALL TO ORDER**

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

Mayor de Haseth reminded that the live audio feed is no longer interactive and encouraged those that would like to make a public comment to attend in person, or send comments to the Town Clerk prior to the meeting.

**ROLL CALL**

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

Vice Mayor Coz	Present
Mayor de Haseth	Present
Commissioner Hurlburt	Present
Commissioner Pugh	Present
Commissioner Wiescholek	Present

**PLEDGE OF ALLEGIANCE**

Mayor de Haseth led the Pledge of Allegiance.

**ADDITIONS, DELETIONS, MODIFICATIONS, AND APPROVAL OF AGENDA**

Town Manager Stevens asked to add a proclamation to recognize longtime resident, Dorothy Taylor, who was turning 99 years old.

**Vice Mayor Hurlburt moved to approve the agenda as amended; seconded by Commissioner Pugh. Motion carried 5-0.**

**PRESENTATIONS & PROCLAMATIONS**

**a. Proclamation: Honoring Resident Dorothy Taylor on her 99<sup>th</sup> Birthday**

Mayor de Haseth read the proclamation into the record, and provided Ms. Taylor a framed proclamation and flowers.

**ANNOUNCEMENTS**

- a. The meeting schedule for the next month is as follows: Regular Town Commission Monday, January 3<sup>rd</sup> at 6:00 PM; and Planning & Zoning Commission Monday, December 20<sup>th</sup> at 8:00 AM. All meetings are held in the Commission Chambers at Town Hall.
- b. We invite you to join us for the second annual Cruisin' Santa parade on Saturday, December 11<sup>th</sup> beginning at 3:00 p.m. Please check the Town's website for more details including the parade route.
- c. Town Hall will be closed on Friday, December 24<sup>th</sup> in observance of Christmas Day, and will be closed on Friday, December 31<sup>st</sup> in observance of New Year's Day.
- d. The Annual Municipal Election in March 2022 has been cancelled, as there was only one candidate that qualified for the open Town Commissioner seat. Congratulations to Commissioner Coz who will serve as Town Commissioner for another three year term.
- e. Please join us each month prior to the Town Commission meeting at 5:00 p.m. for the Building Official Educational Forum in the Commission Chambers at Town Hall. Details including topics to be discussed each month are on the Town's website.
- f. Residents who wish to sign up to receive important Town notifications and news through Civic Ready should sign up on the Town's website or call Town Hall for assistance.

## REGULAR TOWN COMMISSION MEETING MINUTES DECEMBER 6, 2021

Mayor de Haseth thanked everyone in attendance, and summarized the items decided at the Town Commission and the Planning & Zoning Commission Joint Workshop. The following are the decisions from the Joint Workshop:

- The Development Plan Review process will stay in place as written with the exception of adding the word “defer” to Sec. 63-56(3). Staff will look into reducing the cost of the appeal process for the Development Plan Review appeal to the Town Commission.
- Commissioners can attend advisory board meetings; however, it is advised that they do not speak at any advisory board meetings especially if any item can be appealed to the Town Commission.
- The Planning & Zoning Commission will work on the Architectural Criteria for “Front” Elevation and more items proposed by Planning & Zoning Commission Member Hennigan.
- The Planning & Zoning Commission will work on clarifying the height of seawalls and retaining walls.

### **PUBLIC COMMENT – (3 minute individual limit)**

Betty Bingham, 1 Ocean Avenue, stated that there are a lot of people with their dogs on the beach claiming that their pets are service animals. She explained the reasoning behind not allowing dogs on the beach when she was a Commissioner, and she asked the Commissioners to place a fine on those not picking up after their dogs.

Gilbert and Nancy Fornatora, 7 Inlet Cay Drive, briefed the Commission on the Board of Adjustment decision on her neighbors dock. Mr. Fornatora explained their opposition and that they would like to appeal the decision because they are being impacted by the variance. He requested that the Town Commission question the decision of the Board of Adjustment, and to review the Code Enforcement process. Mayor de Haseth stated that the Commission will follow up with the Town Attorney and Town Manager for guidance.

Isabela Tremblay, 63 Spanish River Drive, voiced her concerns about the recent break-ins on Inlet Cay Island. She offered to work with the Police Department to secure her island to prevent any further crimes. She recommended installing a license plate recognition camera at the entrance on the island that the residents would fund and the Police Department will have access to it. Police Chief Jones stated that he would like to work with her and the community to get security items in place because he does have some ideas that would take community implementation. Mayor de Haseth asked Police Chief Jones to work with the resident on her recommendation and report to the Commission the decision so that other communities may do the same.

Mark Poklop, 42 Bimini Cove Drive, also voiced his concerns about the recent break-ins on Inlet Cay Island.

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

1.
  - a. Adopt Minutes of the Special Town Commission Meeting of October 12, 2021
  - b. Adopt Minutes of the Regular Town Commission Meeting of November 1, 2021
  - c. Approve Budgeted Expenditure of \$10,625 for Carlton Tree Service, Inc. to trim trees along Ocean Avenue in accordance with the Town’s contract with FDOT
  - d. Approve Budgeted Expenditure for FY21 of \$26,785 for Madsen-Barr to Replace Fire Hydrant at 27 Eleuthera Drive

**Commissioner Coz moved to approve the consent agenda; seconded by Commissioner Pugh. Motion carried 5-0.**



**REGULAR AGENDA ITEMS**

**2. Second Reading of Ordinance No. 2021-07 – An Ordinance of the Town Commission of the Town of Ocean Ridge, Florida, Authorizing the Town Manager to Approve Police Department Policies, Rules & Regulations under Section 2-129 of the Town Code (By: Town Manager Stevens)**

Town Clerk Armstrong read Ordinance 2021-07 into the record by title only.

Police Chief Jones introduced the item by noting that this ordinance is on second reading. He stated that if the Ordinance passed that certain Police Department policies will be approved by the Town Manager and would not need to come before the Town Commission. He stated that he requested the change because some policies are administrative and should be able to be approved internally without needing to come before the Commission as the Code currently requires.

Mayor de Haseth called for public comment, and there was none.

Commissioner Coz noted that Police Chief Jones is fully in charge and autonomous when it comes to law enforcement activities. Police Chief Jones concurred, and stated that both the Police Chief and Town Manager can choose to bring a policy to the Town Commission for approval if it is in question.

Mayor de Haseth asked when policies were last updated, and Police Chief Jones stated that most policies were last updated in 1993.

**Commissioner Wiescholek moved to adopt Ordinance No. 2021-07 on second reading; seconded by Vice Mayor Hurlburt. Motion carried 5-0.**

**3. First Reading of Ordinance No. 2022-01 – An Ordinance of the Town Commission of the Town of Ocean Ridge, Florida, Amending Chapter 16 of the Town’s Code of Ordinances, Code Enforcement, By Renaming the Chapter to “Community Standards”, Adopting Amendments to the Town’s Community Standards Procedures, and Adopting an Alternative Community Standards Citation Procedure and Making Other Necessary Amendments; Providing For Codification, Repeal of Conflicting Ordinances, Severability, and an Effective Date (By: Town Manager Stevens)**

Town Attorney Goddeau introduced the item by noting the renaming of the Code Section from Code Enforcement to Community Standards to match the goals and objectives of the community. She further noted and explained the procedures and citation process. She added that there will be a resolution with the established fines for certain violations that will be presented at second reading.

Mayor de Haseth called for public comment, and there was none.

All Commissioners were in favor of the ordinance.

**Commissioner Coz moved to adopt Ordinance 2022-01 on first reading; seconded by Commissioner Wiescholek. Motion carried 5-0.**

**4. Building Permit Extension Request for 5516 Old Ocean Blvd (By: Building Official Guy)**

Town Manager Stevens explained that the building permit at 5516 Old Ocean Blvd has expired and that the Building Official has already provided the one extension allowed per Code, therefore, any additional extensions will need to come from the Town Commission.

## REGULAR TOWN COMMISSION MEETING MINUTES DECEMBER 6, 2021

Al Rodriguez, Attorney representing Creative Construction and Management (CCM), the contractor on the project, explained that the project has gone through two different owners during the renovation process. Robin Turner, Contractor, concurred and explained that the original permit was an owner/builder before she got involved. She added that there were many revisions along the way due to the different owners, and the revisions have caused them delays in finishing the project. She explained that they are looking to finish as soon as possible so that the new homeowners can move in, but that would require open permits so that they can continue to work. Mr. Rodriguez asked for a 60 day extension.

Mayor de Haseth asked if a 60 day extension would satisfy their ability to finish all their work including the elevator work needed. Ms. Turner explained that CCM applied for an elevator permit that was never approved because they had comments, and so there is a new company that has applied for a permit for the elevator. She added that the elevator would not fall under them and that the elevator will have its own timeframe for completion. Mayor de Haseth asked if the Town can issue a Temporary Certificate of Occupancy (TCO), to which Mr. Rodriguez stated that it falls under a different permit. Mayor de Haseth noted that the Commission is voting on extending the permit to complete their portion of the work, but that they are not granting a TCO.

Mayor de Haseth asked Town Attorney Goddeau for the procedure if the project is not completed within the allotted timeframe. Town Attorney Goddeau stated that contractor will either be taken to Code Enforcement or they will have to come back before the Town Commission to ask for an extension. Town Manager Stevens stated that the property may also be at the substantial improvement threshold and may need to go before Development Plan Review, to which Mr. Rodriguez stated that the owner is currently working on an appraisal to show that the work does not meet the threshold. Commissioner Wiescholek asked if the appraisal is being done after the renovation, and Ms. Turner stated that she is not sure because she is not involved in the process for the appraisal. Ms. Turner advocated to get their permits extended for 60 days so that they can finish the work. Commissioner Coz asked if they are delayed due to supply issues, to which Ms. Turner confirmed that they are having supply issues and COVID issues.

Vice Mayor Hurlburt asked if there is a driveway issue with the project. Mr. Rodriguez explained that there is and that they are working on the process for the driveway. He also mentioned that they would like to get a private provider for the driveway permit.

Mayor de Haseth voiced into record a public comment provided by a neighbor of the subject property. The neighbor asked the contractor to get it done as quickly as possible and get the outside done as soon as possible.

Commissioner Wiescholek is in favor of extending it by 60 days; however, he warned that the 50% substantial improvement rule is in place for a reason and that no additional permits should be granted that would trip them over the threshold.

Vice Mayor Hurlburt asked the contractor to get it done as soon as possible.

Commissioner Coz is in favor of extending it and stated that he would be willing to extend it again so that they can get the work done. He noted that he and his neighbors are impacted by the noise.

Mayor de Haseth called for public comment, and there was none.

**Commissioner Coz moved to approve a 60 day extension from today for the subject permits; seconded by Commissioner Wiescholek. Motion carried 5-0.**

**5. Engenuity Proposal for ARPA Potable Water Project (By: Town Manager Stevens)**

Town Manager Stevens provided an overview of the item by noting that the Town Engineers proposal on the Potable Water project using the ARPA funds is attached for review.

Mayor de Haseth called for public comment, and there was none.

Commissioner Coz stated that it is a benefit that Palm Beach County has delayed their Jack and Bore project so that there are not two projects going on at the same time which could cause traffic delays on A1A.

Commissioner Wiescholek stated that it is unfortunate that the street will be opened to update the potable water infrastructure, but nothing can be done or installed to speed up the process for the sewer conversion. He would like to see more movement in regards to sewer conversion. He added that the Town could've added another pipe for the septic to sewer conversion if they had the engineering drawings already to know the size and type of pipe. Mayor de Haseth stated that she would have liked the Town Engineer to be present for questions. She asked if the Commission could place a freestanding pipe for the future septic to sewer conversion, to which Commissioner Wiescholek stated that they could not until they have the engineering plans. Vice Mayor Hurlburt concurred with Commissioner Wiescholek.

Vice Mayor Hurlburt asked for a status update on septic to sewer, and Town Manager Stevens stated that the Grant Administrator resubmitted the planning grant and is awaiting results. Vice Mayor Hurlburt stated that the demographics makes it difficult to receive grants. Commissioner Coz stated that the septic to sewer conversion mandate is not expected for quite some time so it would not be beneficial to put a pipe now and a lot of items may change in the near future. Commissioner Wiescholek stated that the Commission should not wait until the state mandates it.

Commissioner Pugh clarified that the expenditure of \$31,300 from the ARPA Grant funds is for the Town Engineer to provide Professional Surveying and Subsurface Utility Engineering Services that will determine the type and condition of the pipes located along the east side of A1A in the North end of Town. He stated potable water is more of a concern now and sewer conversion will be more expensive. He also noted that the Town should consider installing natural gas lines while replacing potable water infrastructure.

**Commissioner Pugh moved to approve the expenditure of \$31,300 from the ARPA Grant funds for the Town Engineer to provide Professional Surveying and Subsurface Utility Engineering Services that will determine the type and condition of the pipes located along the east side of A1A in the North end of Town; seconded by Commissioner Wiescholek. Motion carried 5-0.**

**6. Authorize Town Manager Stevens to sign the Capital Lease Program Agreement for Town Vehicles with Enterprise Fleet Management, and to Authorize the Leasing of Vehicles for FY22 as Per the Lease Schedule, not to exceed \$75,000 as Budgeted (By: Town Manager Stevens)**

Police Chief Jones introduced the item by noting that the Town is planning on starting to lease vehicles on a rotation basis as per the discussions during the budget workshops.

Mayor de Haseth called for public comment, and there was none.

**Vice Mayor Hurlburt moved to authorize Town Manager Stevens to sign the Capital Lease Program Agreement for Town Vehicles with Enterprise Fleet Management, and to authorize the Leasing of Vehicles for FY22 as Per the Lease Schedule, not to exceed \$75,000 as Budgeted; seconded by Commissioner Wiescholek. Motion carried 5-0.**



**STAFF & COMMITTEE REPORTS**

**7. Planning & Zoning Commission**

There was no report since the Planning & Zoning Commission did not meet in November.

**8. Town Manager**

Town Manager Stevens advised that her report was included in the meeting package. She reported on the following:

- In the month of November, we celebrated the employee anniversary of our Police Sergeant, Gary Roy.
- We hope to see you all at the annual Cruisin' Santa parade on Saturday, December 11th. View the parade from the comfort and safety of your own driveway.
- I reported last month that the County would begin their jack and bore project near Ocean Inlet Park in November. However, the County recently identified significant conflicts with their long-planned use of an existing County Pipe Laying/Jack and Bore Contract; and as a result, they will not be able to construct their jack & bore project during the limited coastal environmental construction window this winter as planned. They are now planning to bid the project out as a stand-alone contract for construction during next winter's season (Nov '22 – Feb '23). Separately, their Maintenance Dredging and Sand Trap Expansion Project is bogged down in significantly delayed USACE permitting (permit application submitted Nov 2020; anticipated permit issuance March 2022). They are also targeting construction start for this project during next winter's construction season.
- Palm Beach County's five-year road program is attached for review. There are no roads within Ocean Ridge that are included in the plan. The County will be holding a public hearing on December 7th to receive public comments regarding the plan.
- The Town of Briny Breezes is interested in extending their Police Service contract with the Town of Ocean Ridge.

**8. Town Attorney**

Town Attorney Goddeau did not have a report to present.

**9. Police Chief**

Police Chief Jones advised that the Police Department report was included in the meeting package. He discussed the break-ins that happened within the last week within the Town. He discussed some of the technology being used by criminals and provided the new methods that the Police Department is using to combat crime.

Mayor de Haseth stated that Sabal Island residents would like for the officers to have on their strobe lights while patrolling the island so that the residents know when it's the officers.

**10. Town Engineer & Public Works**

Mayor de Haseth advised that the report was included in the meeting package. There were no questions from Commissioners.

**11. Building Official**

Mayor de Haseth advised that the Building Department was included in the meeting package. There were no questions from Commissioners.

**TOWN COMMISSIONER COMMENTS**

**12. Mayor's Update**

Mayor de Haseth provided information on the following:

REGULAR TOWN COMMISSION MEETING MINUTES DECEMBER 6, 2021

- Informed the public that Town Engineer Tropepe served as President of the Palm Beach County League of Cities at one point in the past.
- The Boynton Beach Pierce Project that will be developed near Ocean Ridge.

**ADJOURNMENT**

Meeting Adjourned at 7:10 p.m.

Minutes prepared by Town Clerk Armstrong, and adopted by the Town Commission on January 3, 2021.

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Kristine de Haseth, Mayor

ATTEST:

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Karla M. Armstrong, Town Clerk

**Town of Ocean Ridge, Florida**  
**Town Commission Agenda Memorandum**  
**Office of the Treasurer**

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**Meeting Date: January 3, 2022**  
**Subject: Revenue & Expenditure Reports for September & October 2021**

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Mayor & Commissioners:

Please accept the attached Revenue & Expenditure Reports for September & October 2021. Should you have any questions, please let me know.

Respectfully,

Jean Hallahan  
Treasurer

**REVENUE/EXPENDITURE REPORT**  
**SEPTEMBER 2021**

Town of Ocean Ridge

For the Period: 10/1/2020 to 9/30/2021

**Fund: 001 - GENERAL FUND**

Revenues

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud	Notes:
							<b>100%</b>	
<b>Dept: 310.000 TAXES</b>								
311.000 AD VALOREM TAXES (NET)	5,742,344.00	5,742,344.00	5,676,606.72	0.00	0.00	65,737.28	98.9	
312.400 LOCAL OPTION 6 CENT GAS TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
312.410 LOCAL OPTION 6 CENT GAS TAX	31,050.00	31,050.00	36,997.38	6,277.67	0.00	-5,947.38	119.2	High Receipts
312.420 SECOND LOCAL OPTION FUEL TAX	15,300.00	15,300.00	16,847.20	2,865.59	0.00	-1,547.20	110.1	
313.100 ELECTRIC FRANCHISE TAX	188,000.00	188,000.00	195,528.52	57,616.85	0.00	-7,528.52	104.0	
313.200 TELEPHONE FRANCHISE TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
313.500 CATV CABLE FRANCHISE TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
314.100 UTILITY SERVICE TAX ELECTRIC	250,000.00	250,000.00	276,829.39	52,565.18	0.00	-26,829.39	110.7	High Receipts
314.800 UTILITY SERVICE TAX PROPANE	20,000.00	20,000.00	22,601.22	1,735.61	0.00	-2,601.22	113.0	High Receipts
314.900 UTILITY SERVICE TAX WATER	85,000.00	85,000.00	99,486.18	17,155.20	0.00	-14,486.18	117.0	High Receipts
315.000 COMMUNICATION SERVICES TAX	36,950.00	36,950.00	40,102.50	6,528.41	0.00	-3,152.50	108.5	
319.100 INTEREST ON DELINQUENT TAXES	2,000.00	2,000.00	1,154.42	0.00	0.00	845.58	57.7	Low Receipts
335.200 LOCAL GOVT 1 CENT SALES TAX	92,000.00	92,000.00	147,070.91	26,240.75	0.00	-55,070.91	159.9	High Receipts
<b>TAXES</b>	<b>6,462,644.00</b>	<b>6,462,644.00</b>	<b>6,513,224.44</b>	<b>170,985.26</b>	<b>0.00</b>	<b>-50,580.44</b>	<b>100.8</b>	
<b>Dept: 320.000 LICENSES &amp; PERMITS</b>								
321.100 PROF & OCCUPATIONAL LICENSES	900.00	900.00	1,348.00	0.00	0.00	-448.00	149.8	High Receipts
321.200 DPS BUSINESS PERMIT	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
321.300 OCCUPATIONAL VEHICLE ID	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
322.100 BUILDING PERMITS	350,000.00	350,000.00	1,129,438.28	51,281.50	0.00	-779,438.28	322.7	High Volume of Permits
322.200 ELECTRICAL PERMITS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
322.300 PLUMBING PERMITS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
325.200 SPECIAL ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
329.100 SIGN PERMITS	300.00	300.00	220.00	65.00	0.00	80.00	73.3	Low Receipts
329.200 ALARM USER PERMITS	2,000.00	2,000.00	1,960.00	40.00	0.00	40.00	98.0	
329.500 BOAT PERMITS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
329.600 RENTAL REGISTRATIONS	2,400.00	2,400.00	1,785.00	0.00	0.00	615.00	74.4	Low Receipts
<b>LICENSES &amp; PERMITS</b>	<b>355,600.00</b>	<b>355,600.00</b>	<b>1,134,751.28</b>	<b>51,386.50</b>	<b>0.00</b>	<b>-779,151.28</b>	<b>319.1</b>	
<b>Dept: 330.000 INTERGOVERNMENTAL REVENUE</b>								
331.100 FEMA GRANT MONIES	0.00	0.00	33,490.15	0.00	0.00	-33,490.15	0.0	Funds Received - Storm Isaias
331.200 ENERGY EFFICIENT GRANT MONIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
331.300 JAG GRANT MONIES	0.00	0.00	2,387.93	2,387.93	0.00	-2,387.93	0.0	COVID-19 Grant Funds Received
331.390 ARPA GRANT FUNDS	0.00	0.00	489,835.00	489,835.00	0.00	-489,835.00	0.0	ARPA Grant Funds Received
335.110 CIGARETTE TAX 2CENT ADDITIONAL	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
335.120 STATE REVENUE SHARING PROCEEDS	36,000.00	36,000.00	50,572.13	4,033.60	0.00	-14,572.13	140.5	High Receipts
335.150 ALCOHOLIC BEVERAGE LICENSES	140.00	140.00	139.84	0.00	0.00	0.16	99.9	
335.181 LOCAL GOVT 1/2 CENT SALES TAX	121,800.00	121,800.00	160,461.87	26,467.27	0.00	-38,661.87	131.7	High Receipts
335.490 REBATE ON MUNICIPAL VEHICLES	1,700.00	1,700.00	2,955.59	620.00	0.00	-1,255.59	173.9	High Receipts
335.900 ST LIGHT MAINTENANCE REIMBURSE	12,000.00	12,000.00	12,604.20	0.00	0.00	-604.20	105.0	
337.500 PB COUNTY BEAUTIFUL GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
338.000 PB COUNTY & CTY WIDE OCC LIC	6,000.00	6,000.00	6,881.32	4,053.73	0.00	-881.32	114.7	High Receipts





501.410 VACATION PAY	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
Dept: 000.000	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
Dept: 511.101 TOWN COMMISSION								
501.100 EXECUTIVE SALARIES	6,000.00	6,000.00	6,000.00	500.00	0.00	0.00	100.0	
502.100 FICA TAXES	459.00	475.00	459.01	38.25	0.00	15.99	96.6	
502.200 RETIREMENT CONTRIBUTIONS	588.00	622.00	612.30	54.10	0.00	9.70	98.4	
502.400 WORKERS' COMPENSATION	11,354.00	12,454.00	12,448.05	0.00	0.00	5.95	100.0	
504.000 TRAVEL & PER DIEM	5,000.00	3,000.00	2,978.18	0.00	0.00	21.82	99.3	
504.500 INSURANCE LIAB, HAZARD, DAMAGE	16,964.00	17,664.00	17,592.23	0.00	0.00	71.77	99.6	
504.900 OTHER CURRENT CHARGES	500.00	400.00	200.00	0.00	0.00	200.00	50.0	Low Expenses
505.400 SUBSC, MEMBERSHIPS, EDUCATION	1,500.00	1,750.00	1,699.00	0.00	0.00	51.00	97.1	
TOWN COMMISSION	42,365.00	42,365.00	41,988.77	592.35	0.00	376.23	99.1	
Dept: 512.102 TOWN MANAGER								
501.100 EXECUTIVE SALARIES	125,000.00	125,500.00	125,480.94	13,942.33	0.00	19.06	100.0	
501.110 ONE TIME LUMP SUM INCREASE	500.00	500.00	500.00	0.00	0.00	0.00	100.0	
501.200 REGULAR SALARIES AND WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
501.400 OVERTIME & VACATION PAY	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
501.410 VACATION PAY	2,404.00	2,404.00	1,502.41	1,502.41	0.00	901.59	62.5	Only 1/2 Cashed Out
501.700 FLEX	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
502.100 FICA TAXES	9,563.00	9,763.00	9,752.51	1,181.53	0.00	10.49	99.9	
502.200 RETIREMENT CONTRIBUTIONS	34,709.00	35,209.00	35,127.23	3,225.28	0.00	81.77	99.8	
502.210 ICMA CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
502.300 LIFE & HEALTH INSURANCE	9,436.00	9,436.00	9,429.00	785.75	0.00	7.00	99.9	
502.310 LONG TERM DISABILITY	750.00	750.00	750.00	62.50	0.00	0.00	100.0	
502.400 WORKERS' COMPENSATION	2,271.00	2,571.00	2,489.71	0.00	0.00	81.29	96.8	
502.500 UNEMPLOYMENT COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
503.400 OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
<b>Fund: 001 - GENERAL FUND</b>								
Expenditures								
Dept: 512.102 TOWN MANAGER								
504.000 TRAVEL & PER DIEM	1,350.00	1,350.00	896.48	0.00	0.00	453.52	66.4	Minimal Travel
504.100 COMMUNICATIONS SERV PHONE ETC	600.00	600.00	452.81	45.28	0.00	147.19	75.5	
504.500 INSURANCE LIAB, HAZARD, DAMAGE	193.00	193.00	185.89	0.00	0.00	7.11	96.3	
504.610 REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
504.620 REPAIR & MAINTENANCE VEHICLE	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
505.200 OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
505.210 OPERATING SUPPLIES GAS & OIL	3,600.00	2,100.00	1,084.31	247.76	0.00	1,015.69	51.6	Minimal Travel
505.400 SUBSC, MEMBERSHIPS, EDUCATION	2,090.00	2,090.00	1,674.00	0.00	0.00	416.00	80.1	Minimal Travel
506.400 MACHINERY & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
TOWN MANAGER	192,466.00	192,466.00	189,325.29	20,992.84	0.00	3,140.71	98.4	
Dept: 513.103 TOWN CLERK/FINANCE								
501.100 EXECUTIVE SALARIES	64,181.00	64,431.00	64,381.21	7,378.27	0.00	49.79	99.9	
501.110 ONE TIME LUMP SUM INCREASE	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
501.200 REGULAR SALARIES AND WAGES	114,711.00	113,961.00	112,753.53	10,843.35	0.00	1,207.47	98.9	
501.210 ONE TIME LUMP SUM INCREASE	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
501.400 OVERTIME & VACATION PAY	3,000.00	3,000.00	1,366.68	270.07	0.00	1,633.32	45.6	Salaried Empl Covered
501.410 VACATION PAY	3,440.00	3,840.00	3,755.74	338.09	0.00	84.26	97.8	

501.700 FLEX	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
502.100 FICA TAXES	13,685.00	13,985.00	13,942.52	1,440.46	0.00	42.48	99.7	
502.200 RETIREMENT CONTRIBUTIONS	18,694.00	18,694.00	18,686.37	1,480.34	0.00	7.63	100.0	
502.300 LIFE & HEALTH INSURANCE	27,903.00	28,003.00	27,982.73	2,337.86	0.00	20.27	99.9	
502.310 LONG TERM DISABILITY	1,139.00	1,439.00	1,339.58	123.60	0.00	99.42	93.1	
502.400 WORKERS' COMPENSATION	6,813.00	7,513.00	7,469.13	0.00	0.00	43.87	99.4	
502.500 UNEMPLOYMENT COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
503.100 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
503.200 ACCOUNTING & AUDITING	33,000.00	31,000.00	30,700.00	0.00	0.00	300.00	99.0	
503.400 OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
504.000 TRAVEL & PER DIEM	1,150.00	1,450.00	1,444.70	400.00	0.00	5.30	99.6	
504.500 INSURANCE LIAB, HAZARD, DAMAGE	579.00	579.00	557.65	0.00	0.00	21.35	96.3	
504.610 REPAIR & MAINTENANCE	500.00	500.00	316.59	0.00	0.00	183.41	63.3	Low Expenses
504.900 OTHER CURRENT CHARGES	3,500.00	3,900.00	3,853.58	2,027.97	0.00	46.42	98.8	
505.400 SUBSC, MEMBERSHIPS, EDUCATION	1,675.00	1,675.00	1,644.58	0.00	0.00	30.42	98.2	
506.400 MACHINERY & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
<b>TOWN CLERK/FINANCE</b>	<b>293,970.00</b>	<b>293,970.00</b>	<b>290,194.59</b>	<b>26,640.01</b>	<b>0.00</b>	<b>3,775.41</b>	<b>98.7</b>	
Dept: 514.104 LEGAL								
501.100 EXECUTIVE SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
501.410 VACATION PAY	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
502.100 FICA TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
502.200 RETIREMENT CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
502.300 LIFE & HEALTH INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
502.400 WORKERS' COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
503.100 PROFESSIONAL SERVICES	133,000.00	133,000.00	127,991.35	9,386.00	0.00	5,008.65	96.2	
503.110 LEGAL SPECIAL COUNSEL	257,000.00	257,000.00	159,893.87	6,033.30	0.00	97,106.13	62.2	Insurance Covered
504.700 PRINTING	5,000.00	5,000.00	2,617.79	2,617.79	0.00	2,382.21	52.4	Low Expenses
504.900 OTHER CURRENT CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
506.400 MACHINERY & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
<b>LEGAL</b>	<b>395,000.00</b>	<b>395,000.00</b>	<b>290,503.01</b>	<b>18,037.09</b>	<b>0.00</b>	<b>104,496.99</b>	<b>73.5</b>	
Dept: 515.105 APPOINTED BOARDS								
503.100 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
504.200 POSTAGE & FREIGHT	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
504.500 INSURANCE LIAB, HAZARD, DAMAGE	2,700.00	2,603.00	2,602.69	0.00	0.00	0.31	100.0	
504.900 OTHER CURRENT CHARGES	750.00	847.00	846.24	0.00	0.00	0.76	99.9	
<b>APPOINTED BOARDS</b>	<b>3,450.00</b>	<b>3,450.00</b>	<b>3,448.93</b>	<b>0.00</b>	<b>0.00</b>	<b>1.07</b>	<b>100.0</b>	
Dept: 519.106 OTHER GENERAL GOVERNMENT								
503.100 PROFESSIONAL SERVICES	18,500.00	16,500.00	15,713.61	1,379.65	0.00	786.39	95.2	
503.400 OTHER CONTRACTUAL SERVICES	17,550.00	16,550.00	16,151.62	0.00	0.00	398.38	97.6	
<b>Fund: 001 - GENERAL FUND</b>								
Expenditures								
Dept: 519.106 OTHER GENERAL GOVERNMENT								
504.100 COMMUNICATIONS SERV PHONE ETC	8,300.00	8,400.00	8,351.89	637.92	0.00	48.11	99.4	
504.200 POSTAGE & FREIGHT	4,000.00	4,000.00	3,913.65	0.00	0.00	86.35	97.8	
504.300 UTILITY SERVICE - ELEC & WATER	10,000.00	10,000.00	8,754.80	879.96	0.00	1,245.20	87.5	
504.400 RENTALS & LEASES	3,000.00	3,000.00	2,684.88	447.48	0.00	315.12	89.5	
504.500 INSURANCE LIAB, HAZARD, DAMAGE	77,462.00	75,462.00	74,847.00	0.00	0.00	615.00	99.2	

504.610 REPAIR & MAINTENANCE	47,000.00	53,000.00	52,936.73	5,344.46	0.00	63.27	99.9	
504.700 PRINTING	3,000.00	1,000.00	760.09	198.00	0.00	239.91	76.0	Low Expenses
504.900 OTHER CURRENT CHARGES	13,325.00	18,325.00	18,044.01	999.34	0.00	280.99	98.5	
504.910 ELECTION EXPENSES	11,200.00	12,250.00	12,202.39	0.00	0.00	47.61	99.6	
504.920 ART SHOW EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
505.100 OFFICE SUPPLIES	5,500.00	5,500.00	4,618.29	519.99	0.00	881.71	84.0	
505.200 OPERATING SUPPLIES	5,000.00	5,000.00	3,856.82	560.03	0.00	1,143.18	77.1	Low Expenses
505.220 OPERATING SUPPLIES UNIFORM/EMB	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
505.400 SUBSC, MEMBERSHIPS, EDUCATION	18,628.00	10,628.00	10,132.68	0.00	0.00	495.32	95.3	
506.200 BUILDINGS (CAPITAL OUTLAY)	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
506.300 IMPROVEMENTS NOT BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
506.400 MACHINERY & EQUIPMENT	1,000.00	16,000.00	15,227.60	15,227.60	0.00	772.40	95.2	
507.000 COVENANT FROM DRAINAGE LOAN	468,000.00	468,000.00	467,943.68	0.00	0.00	56.32	100.0	
507.010 COVENANTS FROM TH LOAN	311,175.00	311,175.00	311,124.15	0.00	0.00	50.85	100.0	
507.200 DEBT SERVICE - INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
OTHER GENERAL GOVERNMENT	1,022,640.00	1,034,790.00	1,027,263.89	26,194.43	0.00	7,526.11	99.3	
Dept: 521.107 LAW ENFORCEMENT & FIRE CONTROL								
501.100 EXECUTIVE SALARIES	122,100.00	164,100.00	162,976.93	12,034.61	0.00	1,123.07	99.3	
501.110 ONE TIME LUMP SUM INCREASE	1,500.00	1,500.00	1,500.00	0.00	0.00	0.00	100.0	
501.200 REGULAR SALARIES AND WAGES	1,556,547.00	1,425,597.00	1,413,186.34	148,898.40	0.00	12,410.66	99.1	
501.210 ONE TIME LUMP SUM INCREASE	13,725.00	13,725.00	0.00	0.00	0.00	13,725.00	0.0	
501.300 OTHER SALARIES AND WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
501.400 OVERTIME & VACATION PAY	90,000.00	90,000.00	46,517.58	4,276.56	0.00	43,482.42	51.7	Low Expenses
501.410 VACATION PAY	31,846.00	31,846.00	6,865.38	0.00	0.00	24,980.62	21.6	Funds Not Required
501.500 SPECIAL PAY INCENTIVE	20,000.00	20,000.00	16,110.00	1,490.00	0.00	3,890.00	80.6	
501.510 SPECIAL DETAIL PAY	7,000.00	55,000.00	54,280.00	1,360.00	0.00	720.00	98.7	
501.600 HOLIDAY PAY	75,465.00	75,465.00	62,797.85	4,780.03	0.00	12,667.15	83.2	
501.700 FLEX	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
502.100 FICA TAXES	128,416.00	135,416.00	134,965.87	13,222.54	0.00	450.13	99.7	
502.200 RETIREMENT CONTRIBUTIONS	363,009.00	374,009.00	373,267.97	27,187.56	0.00	741.03	99.8	
502.300 LIFE & HEALTH INSURANCE	224,319.00	224,319.00	193,302.67	15,633.84	0.00	31,016.33	86.2	
502.310 LONG TERM DISABILITY	11,417.00	11,617.00	11,611.31	920.35	0.00	5.69	100.0	
502.400 WORKERS' COMPENSATION	56,772.00	62,272.00	62,243.27	0.00	0.00	28.73	100.0	
502.500 UNEMPLOYMENT COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
503.100 PROFESSIONAL SERVICES	52,736.00	52,736.00	38,190.99	2,062.07	0.00	14,545.01	72.4	Low Expenses
503.400 OTHER CONTRACTUAL SERVICES	1,238,715.00	1,238,715.00	1,238,707.70	0.00	0.00	7.30	100.0	
504.000 TRAVEL & PER DIEM	24,800.00	24,800.00	15,190.68	500.00	0.00	9,609.32	61.3	Low Exp. Due to COVID
504.100 COMMUNICATIONS SERV PHONE ETC	33,070.00	33,070.00	31,195.34	1,757.74	0.00	1,874.66	94.3	
504.200 POSTAGE & FREIGHT	2,000.00	2,000.00	515.88	117.99	0.00	1,484.12	25.8	Low Expenses
504.300 UTILITY SERVICE - ELEC & WATER	12,500.00	12,500.00	8,755.00	879.98	0.00	3,745.00	70.0	Low Expenses
504.400 RENTALS & LEASES	2,500.00	2,500.00	2,331.96	194.33	0.00	168.04	93.3	
504.500 INSURANCE LIAB, HAZARD, DAMAGE	26,590.00	26,590.00	25,579.05	0.00	0.00	1,010.95	96.2	
504.610 REPAIR & MAINTENANCE	53,255.00	53,255.00	43,188.07	2,452.71	0.00	10,066.93	81.1	Low Expenses
504.620 REPAIR & MAINTENANCE VEHICLE	18,500.00	20,000.00	19,943.69	7,327.21	0.00	56.31	99.7	
504.630 REPAIR & MAINTENANCE DISPATCH	24,097.00	24,097.00	18,652.50	0.00	0.00	5,444.50	77.4	Low Expenses
504.700 PRINTING	1,250.00	1,350.00	1,345.00	0.00	0.00	5.00	99.6	
504.900 OTHER CURRENT CHARGES	2,500.00	2,500.00	904.86	35.15	0.00	1,595.14	36.2	Low Expenses
505.100 OFFICE SUPPLIES	5,000.00	5,000.00	4,647.64	842.76	0.00	352.36	93.0	
505.200 OPERATING SUPPLIES	13,900.00	17,400.00	17,202.39	12,454.92	0.00	197.61	98.9	

505.210 OPERATING SUPPLIES GAS & OIL	39,875.00	39,875.00	33,577.65	2,060.61	0.00	6,297.35	84.2	
505.220 OPERATING SUPPLIES UNIFORM/EMB	22,925.00	22,925.00	17,089.47	5,592.10	0.00	5,835.53	74.5	Low Expenses
505.400 SUBSC, MEMBERSHIPS, EDUCATION	14,858.00	14,858.00	12,667.31	173.52	0.00	2,190.69	85.3	
506.200 BUILDINGS (CAPITAL OUTLAY)	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
506.400 MACHINERY & EQUIPMENT	8,400.00	8,400.00	5,512.98	0.00	0.00	2,887.02	65.6	Low Expenses
<b>Fund: 001 - GENERAL FUND</b>								
Expenditures								
LAW ENFORCEMENT & FIRE CONTROL	4,299,587.00	4,287,437.00	4,074,823.33	266,254.98	0.00	212,613.67	95.0	
Dept: 524.108 INSPECTIONS								
501.100 EXECUTIVE SALARIES	90,180.00	90,680.00	90,588.99	10,452.59	0.00	91.01	99.9	
501.200 REGULAR SALARIES AND WAGES	68,349.00	68,549.00	68,489.93	7,668.03	0.00	59.07	99.9	
501.400 OVERTIME & VACATION PAY	1,000.00	1,000.00	551.85	86.95	0.00	448.15	55.2	Covered by Salaried Empl
501.410 VACATION PAY	3,049.00	3,049.00	0.00	0.00	0.00	3,049.00	0.0	Funds Not Required
502.100 FICA TAXES	12,127.00	12,227.00	12,211.65	1,392.87	0.00	15.35	99.9	
502.200 RETIREMENT CONTRIBUTIONS	16,566.00	16,566.00	16,233.84	1,362.82	0.00	332.16	98.0	
502.300 LIFE & HEALTH INSURANCE	18,781.00	18,791.00	18,788.46	1,565.96	0.00	2.54	100.0	
502.310 LONG TERM DISABILITY	1,165.00	1,190.00	1,185.51	104.42	0.00	4.49	99.6	
502.400 WORKERS' COMPENSATION	4,542.00	5,042.00	4,979.42	0.00	0.00	62.58	98.8	
502.500 UNEMPLOYMENT COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
503.100 PROFESSIONAL SERVICES	153,000.00	248,000.00	245,375.75	32,664.25	0.00	2,624.25	98.9	
503.400 OTHER CONTRACTUAL SERVICES	32,400.00	17,400.00	16,899.30	1,250.00	0.00	500.70	97.1	
504.000 TRAVEL & PER DIEM	1,725.00	1,725.00	274.05	0.00	0.00	1,450.95	15.9	Low Exp. Due to COVID
504.100 COMMUNICATIONS SERV PHONE ETC	600.00	600.00	543.37	45.28	0.00	56.63	90.6	
504.200 POSTAGE & FREIGHT	800.00	800.00	741.05	0.00	0.00	58.95	92.6	
504.500 INSURANCE LIAB, HAZARD, DAMAGE	386.00	386.00	371.77	0.00	0.00	14.23	96.3	
504.610 REPAIR & MAINTENANCE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0	Funds Not Required
504.620 REPAIR & MAINTENANCE VEHICLE	2,000.00	2,000.00	1,484.90	137.90	0.00	515.10	74.2	Low Expenses
504.700 PRINTING	500.00	500.00	325.88	0.00	0.00	174.12	65.2	
504.900 OTHER CURRENT CHARGES	4,000.00	2,000.00	1,074.08	0.00	0.00	925.92	53.7	Low Expenses
505.100 OFFICE SUPPLIES	1,250.00	1,250.00	1,135.76	0.00	0.00	114.24	90.9	
505.200 OPERATING SUPPLIES	500.00	500.00	417.29	0.00	0.00	82.71	83.5	
505.210 OPERATING SUPPLIES GAS & OIL	1,000.00	1,500.00	1,239.12	534.43	0.00	260.88	82.6	
505.220 OPERATING SUPPLIES UNIFORM/EMB	500.00	500.00	322.50	0.00	0.00	177.50	64.5	
505.400 SUBSC, MEMBERSHIPS, EDUCATION	6,600.00	6,600.00	4,181.16	0.00	0.00	2,418.84	63.4	
506.400 MACHINERY & EQUIPMENT	3,000.00	3,500.00	3,423.37	3,423.37	0.00	76.63	97.8	
INSPECTIONS	425,020.00	505,355.00	490,839.00	60,688.87	0.00	14,516.00	97.1	
Dept: 525.109 CIVIL DEFENSE								
503.400 OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
504.400 RENTALS & LEASES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
504.900 OTHER CURRENT CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
505.200 OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
506.400 MACHINERY & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
509.900 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
CIVIL DEFENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
Dept: 534.111 GARBAGE & SOLID WASTE								
503.400 OTHER CONTRACTUAL SERVICES	282,380.00	284,380.00	283,831.48	23,467.95	0.00	548.52	99.8	



ECONOMIC ENVIRONMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
Dept: 580.114 CONTINGENCY								
509.100 TRANSFER TO LONG TERM NOTES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
509.900 CONTINGENCY	100,000.00	100,000.00	57,611.85	0.00	0.00	42,388.15	57.6	No storm events
CONTINGENCY	100,000.00	100,000.00	57,611.85	0.00	0.00	42,388.15	57.6	
Dept: 590.100 TRANSFER TO CAPITAL PROJECTS								
509.110 TRANSFER TO CAPITAL PROJECTS	421,000.00	421,000.00	421,000.00	0.00	0.00	0.00	100.0	
TRANSFER TO CAPITAL PROJECTS	421,000.00	421,000.00	421,000.00	0.00	0.00	0.00	100.0	
Expenditures	8,321,758.00	8,351,758.00	7,870,052.92	541,585.11	0.00	481,705.08	94.2	
Net Effect for GENERAL FUND	1.00	-29,999.00	1,459,335.61	293,428.76	0.00	-1,489,334.61	-4,864.6	
Change in Fund Balance:			1,459,335.61					
<b>Fund: 302 - CAPITAL PROJECTS FUND</b>								
Revenues								
Dept: 320.000 LICENSES & PERMITS								
314.100 UTILITY SERVICE TAX ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
LICENSES & PERMITS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
Dept: 330.000 INTERGOVERNMENTAL REVENUE								
331.900 FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
334.360 DOT JPA REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
INTERGOVERNMENTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
Dept: 340.000 CHARGES FOR SERVICES								
338.000 PB COUNTY & CTY WIDE OCC LIC	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
<b>Fund: 302 - CAPITAL PROJECTS FUND</b>								
Revenues								
CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
Dept: 360.000 MISCELLANEOUS REVENUES								
360.000 CONTRIBUTION REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
361.100 INTEREST EARNED (SAV,INV,ETC.)	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
364.000 SALES AND COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
364.410 EQUIPMENT SALES & COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
Dept: 380.000 NON - REVENUES								
380.100 FUND BALANCE UNAPPROPRIATED	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
381.000 INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
381.100 INTERFUND TRANSFER	421,000.00	421,000.00	421,000.00	0.00	0.00	0.00	100.0	
384.000 DEBT PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
384.100 DEBT PROCEEDS FOR NEW TH	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
NON - REVENUES	421,000.00	421,000.00	421,000.00	0.00	0.00	0.00	100.0	
Revenues	421,000.00	421,000.00	421,000.00	0.00	0.00	0.00	100.0	

Expenditures								
Dept: 519.106 OTHER GENERAL GOVERNMENT								
503.100 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
504.900 OTHER CURRENT CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
506.100 LAND (CAPITAL OUTLAY)	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
506.200 BUILDINGS (CAPITAL OUTLAY)	10,000.00	10,000.00	5,250.00	0.00	0.00	4,750.00	52.5	Exp lower than expected
506.400 MACHINERY & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
OTHER GENERAL GOVERNMENT	10,000.00	10,000.00	5,250.00	0.00	0.00	4,750.00	52.5	
Dept: 521.107 LAW ENFORCEMENT & FIRE CONTROL								
506.400 MACHINERY & EQUIPMENT	106,000.00	106,000.00	79,939.29	0.00	0.00	26,060.71	75.4	Exp lower than expected
LAW ENFORCEMENT & FIRE CONTROL	106,000.00	106,000.00	79,939.29	0.00	0.00	26,060.71	75.4	
Dept: 524.108 INSPECTIONS								
506.400 MACHINERY & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
INSPECTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
Dept: 539.112 OTHER PHYSICAL ENVIRONMENT								
503.100 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
503.120 TOWN ENGINEER	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
504.900 OTHER CURRENT CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
506.200 BUILDINGS (CAPITAL OUTLAY)	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
506.300 IMPROVEMENTS NOT BUILDINGS	260,000.00	271,950.00	27,683.31	0.00	8,750.00	235,516.69	13.4	Projects Not Complete Yet
506.310 BRIDGE CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
506.320 DRAINAGE SOUTH PHASE/HUDSON	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
506.330 INLET CAY PILING REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
OTHER PHYSICAL ENVIRONMENT	260,000.00	271,950.00	27,683.31	0.00	8,750.00	235,516.69	13.4	
Dept: 541.113 PUBLIC WORKS								
506.400 MACHINERY & EQUIPMENT	45,000.00	45,000.00	42,412.46	0.00	0.00	2,587.54	94.2	
PUBLIC WORKS	45,000.00	45,000.00	42,412.46	0.00	0.00	2,587.54	94.2	
Dept: 580.114 CONTINGENCY								
509.100 TRANSFER TO LONG TERM NOTES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
Dept: 590.000 INTERFUND TRANSFER								
590.100 INTERFUND TRANSFER OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
<b>Fund: 302 - CAPITAL PROJECTS FUND</b>								
Expenditures	421,000.00	432,950.00	155,285.06	0.00	8,750.00	268,914.94	37.9	
Net Effect for CAPITAL PROJECTS FUND	0.00	-11,950.00	265,714.94	0.00	8,750.00	-268,914.94	-2,150.3	
Change in Fund Balance:			265,714.94					
Grand Total Net	1.00	-41,949.00	1,725,050.55	293,428.76	8,750.00	-1,758,249.55		



REVENUE/EXPENDITURE REPORT

OCTOBER 2021

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Town of Ocean Ridge

For the Period: 10/1/2021 to 10/31/2021

Fund: 001 - GENERAL FUND

Revenues

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud	Notes
							8%	
Dept: 310.000 TAXES								
311.000 AD VALOREM TAXES (NET)	6,157,610.00	6,157,610.00	0.00	0.00	0.00	6,157,610.00	0.0	Funds to be Recd in November
312.400 LOCAL OPTION 6 CENT GAS TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
312.410 LOCAL OPTION 6 CENT GAS TAX	36,000.00	36,000.00	0.00	0.00	0.00	36,000.00	0.0	Funds to be Recd in November
312.420 SECOND LOCAL OPTION FUEL TAX	17,000.00	17,000.00	0.00	0.00	0.00	17,000.00	0.0	Funds to be Recd in November
313.100 ELECTRIC FRANCHISE TAX	190,000.00	190,000.00	0.00	0.00	0.00	190,000.00	0.0	Funds to be Recd in November
313.200 TELEPHONE FRANCHISE TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
313.500 CATV CABLE FRANCHISE TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
314.100 UTILITY SERVICE TAX ELECTRIC	270,000.00	270,000.00	0.00	0.00	0.00	270,000.00	0.0	Funds to be Recd in November
314.800 UTILITY SERVICE TAX PROPANE	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0	Funds to be Recd in November
314.900 UTILITY SERVICE TAX WATER	97,000.00	97,000.00	0.00	0.00	0.00	97,000.00	0.0	Funds to be Recd in November
315.000 COMMUNICATION SERVICES TAX	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0	Funds to be Recd in November
319.100 INTEREST ON DELINQUENT TAXES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0	Funds to be Recd in November
335.200 LOCAL GOVT 1 CENT SALES TAX	140,000.00	140,000.00	0.00	0.00	0.00	140,000.00	0.0	Funds to be Recd in November
<b>TAXES</b>	<b>6,969,610.00</b>	<b>6,969,610.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,969,610.00</b>	<b>0.0</b>	
Dept: 320.000 LICENSES & PERMITS								
321.100 PROF & OCCUPATIONAL LICENSES	900.00	900.00	0.00	0.00	0.00	900.00	0.0	No Receipts to date
321.200 DPS BUSINESS PERMIT	0.00	0.00	348.00	348.00	0.00	-348.00	0.0	High Receipts
321.300 OCCUPATIONAL VEHICLE ID	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
322.100 BUILDING PERMITS	600,000.00	600,000.00	95,175.25	95,175.25	0.00	504,824.75	15.9	High Volume of Permits
322.200 ELECTRICAL PERMITS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
322.300 PLUMBING PERMITS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
325.200 SPECIAL ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
329.100 SIGN PERMITS	300.00	300.00	5.00	5.00	0.00	295.00	1.7	Funds to be Recd in November
329.200 ALARM USER PERMITS	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0	Delay in Invoicing
329.500 BOAT PERMITS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
329.600 RENTAL REGISTRATIONS	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0	Low Receipts
<b>LICENSES &amp; PERMITS</b>	<b>605,200.00</b>	<b>605,200.00</b>	<b>95,528.25</b>	<b>95,528.25</b>	<b>0.00</b>	<b>509,671.75</b>	<b>15.8</b>	
Dept: 330.000 INTERGOVERNMENTAL REVENUE								
331.100 FEMA GRANT MONIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
331.200 ENERGY EFFICIENT GRANT MONIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
331.300 JAG GRANT MONIES	0.00	0.00	505.00	505.00	0.00	-505.00	0.0	Grant Funds Received
331.390 ARPA GRANT FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
335.110 CIGARETTE TAX 2CENT ADDITIONAL	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
335.120 STATE REVENUE SHARING PROCEEDS	50,000.00	50,000.00	4,033.60	4,033.60	0.00	45,966.40	8.1	On Budget
335.150 ALCOHOLIC BEVERAGE LICENSES	140.00	140.00	0.00	0.00	0.00	140.00	0.0	
335.181 LOCAL GOVT 1/2 CENT SALES TAX	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0	Funds to be Recd in November
335.490 REBATE ON MUNICIPAL VEHICLES	1,700.00	1,700.00	0.00	0.00	0.00	1,700.00	0.0	Funds to be Recd in November
335.900 ST LIGHT MAINTENANCE REIMBURSE	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.0	Annual Receipt in July
337.500 PB COUNTY BEAUTIFUL GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
338.000 PB COUNTY & CTY WIDE OCC LIC	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0	Funds to be Recd in November



501.410 VACATION PAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
Dept: 000.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
Dept: 511.101 TOWN COMMISSION									
501.100 EXECUTIVE SALARIES	6,000.00	6,000.00	500.00	500.00	0.00	5,500.00	8.3		
502.100 FICA TAXES	459.00	459.00	38.25	38.25	0.00	420.75	8.3		
502.200 RETIREMENT CONTRIBUTIONS	588.00	588.00	54.10	54.10	0.00	533.90	9.2		
502.400 WORKERS' COMPENSATION	14,036.00	14,036.00	3,524.25	3,524.25	0.00	10,511.75	25.1		Paid Quarterly - On Budget
504.000 TRAVEL & PER DIEM	4,999.50	4,999.50	0.00	0.00	0.00	4,999.50	0.0		Low Expenses
504.500 INSURANCE LIAB, HAZARD, DAMAGE	18,678.00	18,678.00	536.55	536.55	0.00	18,141.45	2.9		Low Expenses
504.900 OTHER CURRENT CHARGES	499.50	499.50	0.00	0.00	0.00	499.50	0.0		Low Expenses
505.400 SUBSC, MEMBERSHIPS, EDUCATION	1,500.00	1,500.00	2,421.00	2,421.00	0.00	-921.00	161.4		\$921 Adj Req.to Gen Govt Acct
TOWN COMMISSION	46,760.00	46,760.00	7,074.15	7,074.15	0.00	39,685.85	15.1		
Dept: 512.102 TOWN MANAGER									
501.100 EXECUTIVE SALARIES	132,500.00	132,500.00	9,615.40	9,615.40	0.00	122,884.60	7.3		
501.110 ONE TIME LUMP SUM INCREASE	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
501.200 REGULAR SALARIES AND WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
501.400 OVERTIME & VACATION PAY	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.0		No Expenses to Date
501.410 VACATION PAY	2,548.00	2,548.00	0.00	0.00	0.00	2,548.00	0.0		No Expenses to Date
501.700 FLEX	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
502.100 FICA TAXES	10,136.25	10,136.25	735.58	735.58	0.00	9,400.67	7.3		
502.200 RETIREMENT CONTRIBUTIONS	39,399.25	39,399.25	2,789.43	2,789.43	0.00	36,609.82	7.1		
502.210 ICMA CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
502.300 LIFE & HEALTH INSURANCE	10,013.00	10,013.00	831.70	831.70	0.00	9,181.30	8.3		
502.310 LONG TERM DISABILITY	768.00	768.00	62.50	62.50	0.00	705.50	8.1		
502.400 WORKERS' COMPENSATION	2,807.25	2,807.25	704.85	704.85	0.00	2,102.40	25.1		Paid Quarterly - On Budget
502.500 UNEMPLOYMENT COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
503.400 OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
<b>Fund: 001 - GENERAL FUND</b>									
Expenditures									
Dept: 512.102 TOWN MANAGER									
504.000 TRAVEL & PER DIEM	2,300.00	2,300.00	594.28	594.28	0.00	1,705.72	25.8		On Target
504.100 COMMUNICATIONS SERV PHONE ETC	600.00	600.00	45.28	45.28	0.00	554.72	7.5		
504.500 INSURANCE LIAB, HAZARD, DAMAGE	216.25	216.25	107.33	107.33	0.00	108.92	49.6		On Target - 50% Payment in Oct
504.610 REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
504.620 REPAIR & MAINTENANCE VEHICLE	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
505.200 OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
505.210 OPERATING SUPPLIES GAS & OIL	3,600.00	3,600.00	119.15	119.15	0.00	3,480.85	3.3		Low Expenses
505.400 SUBSC, MEMBERSHIPS, EDUCATION	2,970.00	2,970.00	0.00	0.00	0.00	2,970.00	0.0		Low Expenses
506.400 MACHINERY & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
TOWN MANAGER	211,358.00	211,358.00	15,605.50	15,605.50	0.00	195,752.50	7.4		
Dept: 513.103 TOWN CLERK/FINANCE									
501.100 EXECUTIVE SALARIES	67,390.00	67,390.00	5,088.46	5,088.46	0.00	62,301.54	7.6		
501.110 ONE TIME LUMP SUM INCREASE	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
501.200 REGULAR SALARIES AND WAGES	120,446.00	120,446.00	6,055.32	6,055.32	0.00	114,390.68	5.0		Short Staffed
501.210 ONE TIME LUMP SUM INCREASE	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
501.400 OVERTIME & VACATION PAY	2,000.00	2,000.00	156.11	156.11	0.00	1,843.89	7.8		
501.410 VACATION PAY	3,612.25	3,612.25	0.00	0.00	0.00	3,612.25	0.0		Low Expense

501.700 FLEX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
502.100 FICA TAXES	14,370.00	14,370.00	864.42	864.42	0.00	13,505.58	6.0	6.0	Low Expense
502.200 RETIREMENT CONTRIBUTIONS	20,832.25	20,832.25	1,222.64	1,222.64	0.00	19,609.61	5.9	5.9	Low Expense
502.300 LIFE & HEALTH INSURANCE	29,770.00	29,770.00	1,654.53	1,654.53	0.00	28,115.47	5.6	5.6	Low Expense
502.310 LONG TERM DISABILITY	1,089.25	1,089.25	90.54	90.54	0.00	998.71	8.3	8.3	
502.400 WORKERS' COMPENSATION	8,421.25	8,421.25	2,114.55	2,114.55	0.00	6,306.70	25.1	25.1	Qtrly Payment Due in October
502.500 UNEMPLOYMENT COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.0	
503.100 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.0	
503.200 ACCOUNTING & AUDITING	33,500.00	33,500.00	1,500.00	1,500.00	0.00	32,000.00	4.5	4.5	On Budget
503.400 OTHER CONTRACTUAL SERVICES	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0	0.0	Low Expenses
504.000 TRAVEL & PER DIEM	2,150.00	2,150.00	0.00	0.00	0.00	2,150.00	0.0	0.0	Low Expenses
504.500 INSURANCE LIAB, HAZARD, DAMAGE	647.00	647.00	321.99	321.99	0.00	325.01	49.8	49.8	On Target - 50% Payment in Oct
504.610 REPAIR & MAINTENANCE	500.00	500.00	332.42	332.42	0.00	167.58	66.5	66.5	On Target - Annual Pymnt to Tyler
504.900 OTHER CURRENT CHARGES	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.0	0.0	Low Expenses
505.400 SUBSC, MEMBERSHIPS, EDUCATION	1,975.00	1,975.00	35.00	35.00	0.00	1,940.00	1.8	1.8	Low Expenses
506.400 MACHINERY & EQUIPMENT	900.00	900.00	0.00	0.00	0.00	900.00	0.0	0.0	Low Expenses
<b>TOWN CLERK/FINANCE</b>	<b>315,103.00</b>	<b>315,103.00</b>	<b>19,435.98</b>	<b>19,435.98</b>	<b>0.00</b>	<b>295,667.02</b>	<b>6.2</b>	<b>6.2</b>	
Dept: 514.104 LEGAL									
501.100 EXECUTIVE SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.0	
501.410 VACATION PAY	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.0	
502.100 FICA TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.0	
502.200 RETIREMENT CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.0	
502.300 LIFE & HEALTH INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.0	
502.400 WORKERS' COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.0	
503.100 PROFESSIONAL SERVICES	150,000.00	150,000.00	9,300.00	9,300.00	0.00	140,700.00	6.2	6.2	On Bdget
503.110 LEGAL SPECIAL COUNSEL	183,000.00	183,000.00	3,396.88	3,396.88	0.00	179,603.12	1.9	1.9	Low Expenses
504.700 PRINTING	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0	0.0	Low Expenses
504.900 OTHER CURRENT CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.0	
506.400 MACHINERY & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.0	
<b>LEGAL</b>	<b>338,000.00</b>	<b>338,000.00</b>	<b>12,696.88</b>	<b>12,696.88</b>	<b>0.00</b>	<b>325,303.12</b>	<b>3.8</b>	<b>3.8</b>	
Dept: 515.105 APPOINTED BOARDS									
503.100 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.0	
504.200 POSTAGE & FREIGHT	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.0	
504.500 INSURANCE LIAB, HAZARD, DAMAGE	3,017.00	3,017.00	1,502.67	1,502.67	0.00	1,514.33	49.8	49.8	On Target - 50% Due in October
504.900 OTHER CURRENT CHARGES	750.00	750.00	0.00	0.00	0.00	750.00	0.0	0.0	Low Expenses
<b>APPOINTED BOARDS</b>	<b>3,767.00</b>	<b>3,767.00</b>	<b>1,502.67</b>	<b>1,502.67</b>	<b>0.00</b>	<b>2,264.33</b>	<b>39.9</b>	<b>39.9</b>	
Dept: 519.106 OTHER GENERAL GOVERNMENT									
503.100 PROFESSIONAL SERVICES	84,616.00	84,616.00	1,166.95	1,166.95	0.00	83,449.05	1.4	1.4	Low Expenses
503.400 OTHER CONTRACTUAL SERVICES	51,519.00	51,519.00	2,275.00	2,275.00	32,226.00	17,018.00	67.0	67.0	On Target - Annual Pymnt to Tyler
<b>Fund: 001 - GENERAL FUND</b>									
Expenditures									
Dept: 519.106 OTHER GENERAL GOVERNMENT									
504.100 COMMUNICATIONS SERV PHONE ETC	13,550.00	13,550.00	355.12	355.12	0.00	13,194.88	2.6	2.6	Low Expenses
504.200 POSTAGE & FREIGHT	4,200.00	4,200.00	0.00	0.00	0.00	4,200.00	0.0	0.0	Low Expenses
504.300 UTILITY SERVICE - ELEC & WATER	10,000.00	10,000.00	882.57	882.57	0.00	9,117.43	8.8	8.8	
504.400 RENTALS & LEASES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0	0.0	Low Expenses
504.500 INSURANCE LIAB, HAZARD, DAMAGE	92,144.00	92,144.00	45,224.05	45,224.05	0.00	46,919.95	49.1	49.1	

504.610 REPAIR & MAINTENANCE	50,918.00	50,918.00	5,971.37	5,971.37	0.00	44,946.63	11.7	On Target
504.700 PRINTING	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0	Low Expenses
504.900 OTHER CURRENT CHARGES	7,075.00	7,075.00	8,870.12	8,870.12	0.00	-1,795.12	125.4	\$8800 Partial Permit Refund - Wadsworth
504.910 ELECTION EXPENSES	11,460.00	11,460.00	675.52	675.52	0.00	10,784.48	5.9	Low Expenses
504.920 ART SHOW EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
505.100 OFFICE SUPPLIES	6,500.00	6,500.00	126.92	126.92	0.00	6,373.08	2.0	Low Expenses
505.200 OPERATING SUPPLIES	4,500.00	4,500.00	219.05	219.05	0.00	4,280.95	4.9	Low Expenses
505.220 OPERATING SUPPLIES UNIFORM/EMB	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
505.400 SUBSC, MEMBERSHIPS, EDUCATION	21,128.00	21,128.00	3,057.40	3,057.40	0.00	18,070.60	14.5	On Target - Annual Dues Paid
506.200 BUILDINGS (CAPITAL OUTLAY)	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
506.300 IMPROVEMENTS NOT BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
506.400 MACHINERY & EQUIPMENT	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0	Low Expenses
507.000 COVENANT FROM DRAINAGE LOAN	400,000.00	400,000.00	0.00	0.00	0.00	400,000.00	0.0	Funds Due in January & July
507.010 COVENANTS FROM TH LOAN	223,000.00	223,000.00	0.00	0.00	0.00	223,000.00	0.0	Funds Due in December
507.200 DEBT SERVICE - INTEREST	158,000.00	158,000.00	0.00	0.00	0.00	158,000.00	0.0	Low Expenses
OTHER GENERAL GOVERNMENT	1,145,610.00	1,145,610.00	68,824.07	68,824.07	32,226.00	1,044,559.93	8.8	
Dept: 521.107 LAW ENFORCEMENT & FIRE CONTROL								
501.100 EXECUTIVE SALARIES	110,434.00	110,434.00	8,480.76	8,480.76	0.00	101,953.24	7.7	
501.110 ONE TIME LUMP SUM INCREASE	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
501.200 REGULAR SALARIES AND WAGES	1,521,677.00	1,521,677.00	104,367.08	104,367.08	0.00	1,417,309.92	6.9	On Target
501.210 ONE TIME LUMP SUM INCREASE	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0	Low Expenses
501.300 OTHER SALARIES AND WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
501.400 OVERTIME & VACATION PAY	90,000.00	90,000.00	3,664.69	3,664.69	0.00	86,335.31	4.1	Low Expenses
501.410 VACATION PAY	30,134.00	30,134.00	2,644.23	2,644.23	0.00	27,489.77	8.8	
501.500 SPECIAL PAY INCENTIVE	20,000.00	20,000.00	1,330.00	1,330.00	0.00	18,670.00	6.7	Low Expenses
501.510 SPECIAL DETAIL PAY	40,000.00	40,000.00	1,340.00	1,340.00	0.00	38,660.00	3.4	Low Expenses
501.600 HOLIDAY PAY	77,182.00	77,182.00	2,824.09	2,824.09	0.00	74,357.91	3.7	Low Expenses
501.700 FLEX	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
502.100 FICA TAXES	124,856.00	124,856.00	9,535.74	9,535.74	0.00	115,320.26	7.6	
502.200 RETIREMENT CONTRIBUTIONS	373,626.00	373,626.00	28,153.59	28,153.59	0.00	345,472.41	7.5	
502.300 LIFE & HEALTH INSURANCE	218,863.00	218,863.00	16,548.93	16,548.93	0.00	202,314.07	7.6	
502.310 LONG TERM DISABILITY	9,088.00	9,088.00	908.64	908.64	0.00	8,179.36	10.0	On Target
502.400 WORKERS' COMPENSATION	67,371.00	67,371.00	16,916.50	16,916.50	0.00	50,454.50	25.1	On Target - Qtrly Payment in October
502.500 UNEMPLOYMENT COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
503.100 PROFESSIONAL SERVICES	61,815.00	61,815.00	2,323.59	2,323.59	0.00	59,491.41	3.8	Low Expense
503.400 OTHER CONTRACTUAL SERVICES	1,288,300.00	1,288,300.00	0.00	0.00	0.00	1,288,300.00	0.0	
504.000 TRAVEL & PER DIEM	20,400.00	20,400.00	619.27	619.27	0.00	19,780.73	3.0	Low Expense
504.100 COMMUNICATIONS SERV PHONE ETC	34,500.00	34,500.00	2,098.39	2,098.39	0.00	32,401.61	6.1	Low Expense
504.200 POSTAGE & FREIGHT	2,000.00	2,000.00	17.99	17.99	0.00	1,982.01	0.9	Low Expense
504.300 UTILITY SERVICE - ELEC & WATER	12,500.00	12,500.00	697.94	697.94	0.00	11,802.06	5.6	Low Expense
504.400 RENTALS & LEASES	2,500.00	2,500.00	194.33	194.33	0.00	2,305.67	7.8	
504.500 INSURANCE LIAB, HAZARD, DAMAGE	31,798.00	31,798.00	15,562.93	15,562.93	0.00	16,235.07	48.9	On Target -50% Payment Due in October
504.610 REPAIR & MAINTENANCE	98,900.00	98,900.00	739.00	739.00	0.00	98,161.00	0.7	Low Expenses
504.620 REPAIR & MAINTENANCE VEHICLE	16,500.00	16,500.00	1,883.36	1,883.36	0.00	14,616.64	11.4	On Target
504.630 REPAIR & MAINTENANCE DISPATCH	24,097.00	24,097.00	0.00	0.00	0.00	24,097.00	0.0	Low Expenses
504.700 PRINTING	1,250.00	1,250.00	124.32	124.32	0.00	1,125.68	9.9	On Target
504.900 OTHER CURRENT CHARGES	2,000.00	2,000.00	25.49	25.49	0.00	1,974.51	1.3	Low Expenses
505.100 OFFICE SUPPLIES	5,000.00	5,000.00	190.60	190.60	0.00	4,809.40	3.8	Low Expenses
505.200 OPERATING SUPPLIES	11,900.00	11,900.00	367.85	367.85	0.00	11,532.15	3.1	Low Expenses

505.210 OPERATING SUPPLIES GAS & OIL	39,875.00	39,875.00	3,727.68	3,727.68	0.00	36,147.32	9.3	On Target	
505.220 OPERATING SUPPLIES UNIFORM/EMB	24,103.00	24,103.00	549.87	549.87	0.00	23,553.13	2.3	Low Expenses	
505.400 SUBSC, MEMBERSHIPS, EDUCATION	14,858.00	14,858.00	5,655.41	5,655.41	0.00	9,202.59	38.1	Annual Dues paid	
506.200 BUILDINGS (CAPITAL OUTLAY)	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
506.400 MACHINERY & EQUIPMENT	10,400.00	10,400.00	0.00	0.00	0.00	10,400.00	0.0	Low Expenses	
<b>Fund: 001 - GENERAL FUND</b>									
Expenditures									
LAW ENFORCEMENT & FIRE CONTROL	4,387,927.00	4,387,927.00	231,492.27	231,492.27	0.00	4,156,434.73	5.3		
Dept: 524.108 INSPECTIONS									
501.100 EXECUTIVE SALARIES	94,689.00	94,689.00	7,208.68	7,208.68	0.00	87,480.32	7.6		
501.200 REGULAR SALARIES AND WAGES	106,767.00	106,767.00	4,663.75	4,663.75	0.00	102,103.25	4.4	Low Expenses	
501.400 OVERTIME & VACATION PAY	1,000.00	1,000.00	49.68	49.68	0.00	950.32	5.0	Low Expenses	
501.410 VACATION PAY	3,201.00	3,201.00	0.00	0.00	0.00	3,201.00	0.0	No Funds Required	
502.100 FICA TAXES	15,411.25	15,411.25	912.03	912.03	0.00	14,499.22	5.9	Low Expenses	
502.200 RETIREMENT CONTRIBUTIONS	22,342.25	22,342.25	1,289.96	1,289.96	0.00	21,052.29	5.8	Low Expenses	
502.300 LIFE & HEALTH INSURANCE	19,971.25	19,971.25	1,657.86	1,657.86	0.00	18,313.39	8.3		
502.310 LONG TERM DISABILITY	965.00	965.00	101.63	101.63	0.00	863.37	10.5	High Expenses	
502.400 WORKERS' COMPENSATION	8,421.25	8,421.25	2,114.55	2,114.55	0.00	6,306.70	25.1	On Target - Qtrly Payment due in October	
502.500 UNEMPLOYMENT COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
503.100 PROFESSIONAL SERVICES	120,000.00	120,000.00	19,469.50	19,469.50	0.00	100,530.50	16.2	High Expenses - Plan Reviews	
503.400 OTHER CONTRACTUAL SERVICES	91,200.00	91,200.00	0.00	0.00	0.00	91,200.00	0.0	No Funds Required	
504.000 TRAVEL & PER DIEM	1,725.00	1,725.00	0.00	0.00	0.00	1,725.00	0.0	No Funds Required	
504.100 COMMUNICATIONS SERV PHONE ETC	1,200.00	1,200.00	45.28	45.28	0.00	1,154.72	3.8	Low Expenses	
504.200 POSTAGE & FREIGHT	800.00	800.00	0.00	0.00	0.00	800.00	0.0	No Funds Required	
504.500 INSURANCE LIAB, HAZARD, DAMAGE	647.00	647.00	321.99	321.99	0.00	325.01	49.8	50% Payment Due in October	
504.610 REPAIR & MAINTENANCE	27,364.00	27,364.00	0.00	0.00	0.00	27,364.00	0.0	No Funds Required	
504.620 REPAIR & MAINTENANCE VEHICLE	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0	No Funds Required	
504.700 PRINTING	500.00	500.00	123.10	123.10	0.00	376.90	24.6	25% Payment Due in October	
504.900 OTHER CURRENT CHARGES	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0	No Funds Required	
505.100 OFFICE SUPPLIES	2,050.00	2,050.00	0.00	0.00	0.00	2,050.00	0.0	No Funds Required	
505.200 OPERATING SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00	0.0	No Funds Required	
505.210 OPERATING SUPPLIES GAS & OIL	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0	No Funds Required	
505.220 OPERATING SUPPLIES UNIFORM/EMB	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0	No Funds Required	
505.400 SUBSC, MEMBERSHIPS, EDUCATION	4,870.00	4,870.00	-65.00	-65.00	0.00	4,935.00	-1.3	Course Cancelled - Rcd Refund	
506.400 MACHINERY & EQUIPMENT	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0	No Funds Required	
INSPECTIONS	536,124.00	536,124.00	37,893.01	37,893.01	0.00	498,230.99	7.1		
Dept: 525.109 CIVIL DEFENSE									
503.400 OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
504.400 RENTALS & LEASES	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
504.900 OTHER CURRENT CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
505.200 OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
506.400 MACHINERY & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
509.900 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
CIVIL DEFENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.0		
Dept: 534.111 GARBAGE & SOLID WASTE									
503.400 OTHER CONTRACTUAL SERVICES	290,851.00	290,851.00	26,136.28	26,136.28	0.00	264,714.72	9.0	On Target	





ECONOMIC ENVIRONMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
Dept: 580.114 CONTINGENCY								
509.100 TRANSFER TO LONG TERM NOTES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
509.900 CONTINGENCY	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0	No Funds Required
CONTINGENCY	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0	
Dept: 590.100 TRANSFER TO CAPITAL PROJECTS								
509.110 TRANSFER TO CAPITAL PROJECTS	595,500.00	595,500.00	0.00	0.00	0.00	595,500.00	0.0	No Funds Required
TRANSFER TO CAPITAL PROJECTS	595,500.00	595,500.00	0.00	0.00	0.00	595,500.00	0.0	
Expenditures	8,826,440.00	8,826,440.00	456,332.26	456,332.26	32,226.00	8,337,881.74	5.5	
Net Effect for GENERAL FUND	0.00	0.00	-335,865.07	-335,865.07	32,226.00	368,091.07	0.0	
Change in Fund Balance:			-335,865.07					
<b>Fund: 302 - CAPITAL PROJECTS FUND</b>								
Revenues								
Dept: 320.000 LICENSES & PERMITS								
314.100 UTILITY SERVICE TAX ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
LICENSES & PERMITS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
Dept: 330.000 INTERGOVERNMENTAL REVENUE								
331.900 FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
334.360 DOT JPA REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
INTERGOVERNMENTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
Dept: 340.000 CHARGES FOR SERVICES								
338.000 PB COUNTY & CTY WIDE OCC LIC	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
<b>Fund: 302 - CAPITAL PROJECTS FUND</b>								
Revenues								
CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
Dept: 360.000 MISCELLANEOUS REVENUES								
360.000 CONTRIBUTION REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
361.100 INTEREST EARNED (SAV,INV,ETC.)	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
364.000 SALES AND COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
364.410 EQUIPMENT SALES & COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
Dept: 380.000 NON - REVENUES								
380.100 FUND BALANCE UNAPPROPRIATED	188,000.00	188,000.00	0.00	0.00	0.00	188,000.00	0.0	No Funds Required
381.000 INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
381.100 INTERFUND TRANSFER	595,500.00	595,500.00	0.00	0.00	0.00	595,500.00	0.0	No Funds Required
384.000 DEBT PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
384.100 DEBT PROCEEDS FOR NEW TH	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
NON - REVENUES	783,500.00	783,500.00	0.00	0.00	0.00	783,500.00	0.0	
Revenues	783,500.00	783,500.00	0.00	0.00	0.00	783,500.00	0.0	

Expenditures								
Dept: 519.106 OTHER GENERAL GOVERNMENT								
503.100 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
504.900 OTHER CURRENT CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
506.100 LAND (CAPITAL OUTLAY)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
506.200 BUILDINGS (CAPITAL OUTLAY)	34,000.00	34,000.00	0.00	0.00	0.00	34,000.00	0.0	No Funds Required
506.400 MACHINERY & EQUIPMENT	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.0	No Funds Required
OTHER GENERAL GOVERNMENT	94,000.00	94,000.00	0.00	0.00	0.00	94,000.00	0.0	
Dept: 521.107 LAW ENFORCEMENT & FIRE CONTROL								
506.400 MACHINERY & EQUIPMENT	64,750.00	64,750.00	0.00	0.00	0.00	64,750.00	0.0	No Funds Required
LAW ENFORCEMENT & FIRE CONTROL	64,750.00	64,750.00	0.00	0.00	0.00	64,750.00	0.0	
Dept: 524.108 INSPECTIONS								
506.400 MACHINERY & EQUIPMENT	18,750.00	18,750.00	0.00	0.00	0.00	18,750.00	0.0	No Funds Required
INSPECTIONS	18,750.00	18,750.00	0.00	0.00	0.00	18,750.00	0.0	
Dept: 539.112 OTHER PHYSICAL ENVIRONMENT								
503.100 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
503.120 TOWN ENGINEER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
504.900 OTHER CURRENT CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
506.200 BUILDINGS (CAPITAL OUTLAY)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
506.300 IMPROVEMENTS NOT BUILDINGS	601,000.00	609,750.00	0.00	0.00	8,750.00	601,000.00	1.4	No Funds Required
506.310 BRIDGE CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
506.320 DRAINAGE SOUTH PHASE/HUDSON	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
506.330 INLET CAY PILING REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
OTHER PHYSICAL ENVIRONMENT	601,000.00	609,750.00	0.00	0.00	8,750.00	601,000.00	1.4	
Dept: 541.113 PUBLIC WORKS								
506.400 MACHINERY & EQUIPMENT	5,000.00	5,000.00	7,999.00	7,999.00	0.00	-2,999.00	160.0	Purchase of Lawnmower
PUBLIC WORKS	5,000.00	5,000.00	7,999.00	7,999.00	0.00	-2,999.00	160.0	
Dept: 580.114 CONTINGENCY								
509.100 TRANSFER TO LONG TERM NOTES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Dept: 590.000 INTERFUND TRANSFER								
590.100 INTERFUND TRANSFER OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<b>Fund: 302 - CAPITAL PROJECTS FUND</b>								
Expenditures	783,500.00	792,250.00	7,999.00	7,999.00	8,750.00	775,501.00	2.1	
Net Effect for CAPITAL PROJECTS FUND	0.00	-8,750.00	-7,999.00	-7,999.00	8,750.00	7,999.00	191.4	
Change in Fund Balance:			-7,999.00					
Grand Total Net Effect:	0.00	-8,750.00	-343,864.07	-343,864.07	40,976.00	376,090.07		



## Memorandum

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**To:** Tracey Stevens, Town Manager  
Town Commission

**From:** Lisa Tropepe, P.E., Town Engineer

**Subject:** FDOT Bridge Repairs

**Date:** December 12, 2021

**EGI No.** 00020.58.06

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**Bridge Repairs - 3 Total**

There are three bridges in the Town that the Florida Department of Transportation (FDOT) inspected within the past two years, two in Sept. 2020 and one in Jan. 2021. The bridges are on Inlet Cay Drive, Sabal Island Drive, and Island Drive. The FDOT inspect bridges generally every two years and recommend repairs to be completed within the next two-year cycle.

The recommended repairs include cracks in the asphalt, chipped away concrete and exposed steel under the bridges, clean and paint corrosion stains, and re-striping. These repairs are required to prevent further damages.

The **original** estimated cost ranges for each bridge are listed below. These ranges were calculated based on Structural Engineering estimates, which included plans and permits, and were presented to you at the time of the 2020/2021 Budget Hearings:

Inlet Cay Bridge is \$50,000 to \$70,000

Sabal Island Bridge is \$70,000 to \$90,000

Island Dr Bridge is \$70,000 to \$90,000

However, after further investigation, we have verified with FDOT that the repairs do not need construction repair plans. In addition, per FDOT, if we can find a licensed contractor whose means and methods do not interfere with navigation, an FDOT permit is not required.

We have subsequently called several local contractors and were told that they do not provide this specific type of repair work. Some of them recommended

Murray Logan Construction (MLC). MLC is the firm who constructed the beach seawalls near Anna and Edith Streets.

After contacting Ed O' Leary from Murray Logan Construction, he reviewed the reports and presented the attached quote for all 3 bridges. Also attached are the specifications they would follow to make the repairs.

Staff reviewed the submittal and recommends using MLC under a best interest acquisition to make the repairs for each bridge as follows:

Inlet Cat Bridge **\$25,000.00**

Sabal Island Bridge **\$35,000.00**

Island Drive Bridge **\$ 27,500.00**

Since the first inspections were completed in September, 2020, time is of the essence to complete the project within the two-year deadline.

**MURRAY LOGAN CONSTRUCTION LLC.**  
**General Contractors**  
313 65<sup>TH</sup> Trail North  
West Palm Beach, FL 33413

**Phone: 561-686-3948**  
**Fax: 561-686-7465**

**QUOTATION**

DATE: 11-29-21

TO: Town of Ocean Ridge  
C/o Ingenuity Group  
ATTN.: Lisa Tropepe P.E.

NAME OF PROJECT: (3) Bridge Rehabs

LOCATION: Ocean Ridge

PLANS & SPECIFICATIONS: FDOT Inspection Reports

**WE PROPOSE TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT TO PERFORM THE FOLLOWING:**

A: Inlet Cay Bridge:

1. Complete all Inspector Recommendations page 7 of 32

For the lump sum of.....\$25,000.00

B. Sabal island Bridge:

1. Complete all Inspector Recommendations page 7 of 35
2. Also, complete reflectors page 26, repair crack page 17, repair cracks page 18

For the lump sum of.....\$35,000.00

C. Island Drive Bridge:

1. Complete all Inspector Recommendations page 7 and 8 of 31
2. Also, complete repairs, page 19, 21

For the lump sum of ..... \$27,500.00

Notes:

- Includes MOT, turbidity screens were necessary, all safety protocols, clean up and restoration of any damaged areas, pictures and details of all repairs.
- No FDOT permit is required due to method of repairs will not interrupt navigation.
- All concrete restoration per ICRI 1995 Guideline 03730, see attached.

**MURRAY LOGAN CONSTRUCTION, INC. CANNOT GUARANTEE OR BE RESPONSIBLE FOR ROCK BASE WORK CONSTRUCTED BY OTHERS.**

BUYER'S SIGNED ACCEPTANCE WILL CONSTITUTE A BINDING CONTRACT.  
IN THE EVENT THERE IS ANY DEFAULT IN PAYMENT DUE UNDER THIS CONTRACT AND THE SAME IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION, THE PURCHASER AND/OR PURCHASERS HEREBY AGREE TO PAY ALL COST OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES.

ACCEPTED:

\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

**MURRAY LOGAN CONSTRUCTION, INC.**

BY: *Edward F. O'Leary* VP

**EDWARD F. O'LEARY**  
**TITLE: VICE PRESIDENT**

## I. REPAIR OF DETERIORATED CONCRETE

Repair of deteriorated concrete shall be in accordance with the International Concrete Repair Institute (ICRI) 1995 Guideline 03730, and as shown in Attachment I, drawings 03730.2, 03730.3, 03730.4, & 03730.5.

### 1. Removal of Deteriorated Concrete

- A. Mechanically remove deteriorated concrete and concrete around corroded reinforcing steel with no greater than a 15 lb. chipping hammer, unless approved otherwise by the engineer. In some areas, a 9 lb. chipping hammer may be required by the engineer. The chip outs should have rectangular-shaped bottom corners. At the limit perimeter of damaged areas, saw cut all surfaces perpendicular  $3/8'' - 1/2''$  deep in rectangular patterns. All fractured surfaces that are to bond to new concrete materials, including the saw cut edges, are to be mechanically worked to expose a new  $1/8'' - 3/8''$  fractured aggregate surface. Avoid chipped feather edges at the surface of the repair perimeter.
- B. Remove concrete at least 4'' past where no corrosion is existent on reinforcing steel, or according to the engineer's direction. Remove concrete all around rusted steel to provide a minimum clearance of  $3/4''$  between the steel and the internal fractured concrete surfaces. Removal of concrete around adjacent non-rusted steel may be limited to less than  $180^{\circ}$  around its circumference.
- C. Notify the engineer for inspection and approval of the limits of concrete removal.
- D. Edges of repair areas are to be cleaned of all loose materials and chipping powder by flushing with water.

### 2. Repair of Deteriorated Concrete in Columns

- A. Place adequate shore posts under the slab.
- B. Unless repair work for specific columns is otherwise approved by the engineer, the excavations in concrete columns shall proceed in increments not to exceed 20% of the column's total concrete horizontal cross section. The limit for height of the excavations is 5 feet for each individual excavation. Each subsequent excavation between placements shall be treated as a cold joint that requires a fractured surface and approved bonding agent.
- C. The partial excavations can terminate on rusted areas of steel bars, but not where existing adjacent concrete is cracked or unsound.

- D. Excavations in concrete columns that expose existing vertical lap splices shall be limited to only one lap splice open at a time.
- E. Install short lengths of clean #4 bars, approximately 1" – 5" in length as required, horizontally between exposed vertical bars and excavated concrete surfaces in both directions. These bars should serve as chairs contained within the interior of the cage bars to prevent inward lateral movement of the vertical bars. Such chairs shall be installed at the level of every other case, or 2' on center maximum spacing.
- F. Apply approved bonding agent to the existing adjacent concrete.
- G. The concrete repair material must be approved non-shrink concrete specified for column placements.
- H. Where steel bars have lost more than the specification 20% original cross section, lap and splice new steel bars per the specifications.

3. Reinforcing Steel

- A. Where there is active corrosion, mechanically work around the bar's circumference to remove all contaminants and scaling rust. Any questionable placement of the existing steel, as placed in the original construction, should be brought to the attention of the engineer.
- B. Where reinforcing steel has lost over 20% of its original cross section, lap/splice new steel of the same diameter. Additional undamaged concrete may need to be excavated to install the lap/splice. The lap/splice should be placed at least 1" away from the old steel, or placed directly against it, and wire-tied at least every 4" along the overlap length. If needed, the ends of damaged steel can be cut to provide space for the splice. Lap lengths should be measured from where the old steel has at least 80% of its original cross sectional area. Minimum lap/splice lengths are as follows: #3 bars – 20", #4 bars – 25", #5 bars – 32", #6 bars – 38".
- C. In some cases, upon the engineer's direction, where the loading is primarily shear, the lap splice lengths can be reduced to half of the above specified lengths.
- D. In some cases, with engineer's approval, it may be acceptable to satisfy lap splice requirements by installing approved mechanical connectors.
- E. New splice sections should be bent to match the shape of the existing steel and to provide required concrete cover.

- F. At edge surfaces, bend bar hooks and cut off ends of all reinforcing steel that comes closer than 1 ½" to the vertical surface of the edge form. If possible, both existing and added reinforcing steel should be positioned in order to achieve a minimum ¾" concrete cover. In severe cases, with engineer's direction, steel can be cut out and replaced.
- G. Exposed reinforcing steel and any metallic conduits or pipes are to be cleaned and prime coated with an approved anti-corrosion agent within 24 hours of having the excavation limits approved by the engineer.
- H. All reinforcing bars shall be ASTM A615 Grade 60.

4. Use of Design Mix Concrete

- A. Approved ready mix concrete can be used for repair volumes greater than 10 continuous square feet of full depth slab, or greater than 3 continuous cubic feet of beams in any direction.
- B. Approved ready mix concrete cannot be used for columns or partial slabs.
- C. Material specification shall be submitted for engineer's approval prior to start of work. Minimum strength 5000 PSI at 28 days, with W/C ratio of 0.4 and maximum chloride content of .15 percent by weight of cement.

5. Concrete Repair Mortar Aggregate

Where the depth of the repair exceeds 1", the modified cement mortar mix must be extended by the use of ¼" or 3/8" aggregate per manufacturer's instructions. Aggregate shall be well graded, rinsed clear, and water saturated or have low water absorption.

6. Placement of New Concrete

- A. Construct forms as required for placement of the new concrete to match existing surfaces. Always provide for water runoff according to the original design.
- B. Prior to placement of the new concrete, the excavated areas are to be cleaned, flushed and saturated with water. Remove any standing water that is not absorbed.
- C. All exposed reinforcing steel and any metallic conduit or pipes are to be re-coated with an approved anti-corrosion agent within 24 hours before concrete placement.
- D. The excavated concrete areas are to be prime coated with an approved bonding agent. Fill all holes and voids. All manufacturer's instructions must be followed.



E. All placements must be continuous. Layering is not allowed. Where cold joints are necessary, the edge of the previous placement must be treated as existing concrete; i.e., fractured surface, bonding agent, etc.

F. Place concrete and finish surface to match adjacent areas.

7. Concrete Curing

A. The exposed surfaces of the placement should be covered and maintained damp by frequent spraying with water for at least 5 days or as required according to material manufacturer's instructions. An acceptable alternative would be application of an approved water tight curing coating applied after initial concrete setup.

B. Forms and shores can be removed and accessories can be installed after 5 days and/or when material specifications show that the concrete has reached at least 80% of its strength.

8. Surface Finishing Included With Concrete Repairs

A. Where new concrete has been placed, grind away excess as required to match surface and texture of surrounding areas.

B. In areas where new concrete has been placed and areas adjacent to such areas, install skim coat mortar or stucco, as required, to fill voids and match surface and texture of surrounding areas.

C. Where unnecessary or abandoned fasteners show in areas where new concrete has been placed, mechanically remove all such unnecessary fasteners. Remove all loose material and fill holes with skim coat mortar or stucco, as required, to match surface and texture of surrounding areas.

D. Unless otherwise stated in the contract, all vertical and overhead repaired areas must be painted, as best as possible, to match color and surface texture of surrounding areas. The owners will be responsible for providing the paint or a local source for the paint. Color matching, texture and all paint material costs will be the responsibility of the owners.

9. Repair of Hairline Cracks

Where cracks are not caused by steel corrosion, inject epoxy to seal the cracks. Test the visible areas on both sides and all around the crack. If the crack is sound and there is no evidence of corrosion or spalling, repair the crack as follows:

- A. V-notch hairline crack to a top width of 3/16" along the entire length of the crack.
  - B. Remove all loose and spalling concrete to sound material.
  - C. Pressure clean crack with a water jet.
  - D. Dry crack using compressed air.
  - E. Gravity feed Sikadur 32 Hi-Mod, Sikadur 52 or equal into V-notch until full.
  - F. Inject epoxy into overhead cracks.
10. Deficient Concrete Over Existing Steel
- A. Where cleaned steel reinforcing bars cannot be relocated and the clearance between the steel and the forms or the surface is within 3/8", coating of the steel with epoxy is required. Any questionable placement of the existing steel, as placed in the original construction, should be brought to the attention of the engineer.
  - B. All efforts should be made to reposition the bar, i.e., wire tie to adjacent steel, excavate additional concrete around the bar, etc. The bar cannot be repositioned; placement of epoxy over the bar must be approved by the engineer.
  - C. Apply two coats of an approved epoxy gel at an approximate thickness of 1/8". Coat the entire circumference of the bar.
11. Testing of Design Mix Concrete
- A. All testing shall be done in accordance with Chapter 16 of ACI 301 and as follows:
  - B. Strength Test, Cure and test five specimens, one at 3 days, one at 7 days, and three at 28 days.
  - C. One strength test for every 5 cubic yards, or fraction thereof, placed in any one day.
  - D. One slump test for every 5 cubic yards, or fraction thereof, placed in any one day.
  - E. All testing of the concrete to review the materials, mixture, strength, slump, temperature, air content, or any other information required by the engineer shall be conducted and paid for by the contractor.
  - F. Additional testing will be required at the contractor's expense when there is a failure to meet the specifications, for whatever reason, and/or when replacement of concrete is necessary.

## II. PRE-CONSTRUCTION MEETING

Upon execution of the contract, and prior to start of work, contractor shall provide the owner with a complete list of subcontractors. Owner shall approve the subcontractors prior to start of work.

One week prior to the start of construction, a pre-construction meeting shall be held between the contractor, the owner, and the engineer. The contractor shall provide the owner with his construction plan. As a minimum, the plan shall include staging, material delivery, material storage, and disposal. The contractor shall take all the steps possible to minimize construction impact on the condominium residents. The owner shall review and comment on the plans within 48 hours.

## III. MISCELLANEOUS

1. Shoring
  - A. Provide adequate shoring as required to support the construction.
  - B. Apply sufficient loading to secure and hold each shore post in position.
2. Engineering Approvals/Inspections
  - A. The owner/engineer shall inspect, measure, and approve, as required, all limits of concrete removal and the extent of all repairs.
  - B. The owner/engineer shall inspect all steel reinforcement and concrete forms prior to placing of concrete.
  - C. The owner/engineer shall approve specifications for all contractor supplied materials at least 5 days prior to material use or placement.
  - D. The owner/engineer shall approve all work and all contractor billing, as required. The owner(s) are not obligated to pay for any work not approved by the engineer.
3. Additional Work or Work Not Anticipated
  - A. All work performed on this project must be provided for in the contract, or a contract addendum, or approved by the owner(s)/engineer in writing.
  - B. Any additional work requested, or unanticipated work, must be brought to the attention of the owner/engineer. The contractor shall have the opportunity to propose

pricing for such work not covered by contract. Any such work should only be performed upon acceptance of the proposed pricing by the owner(s) or the engineer in writing.

- C. The owner(s) is not obligated to make payments for any such work performed that is not provided for in the contract, or a contract addendum, or approved by the owners(s) or engineer in writing.

4. Project Safety

The contractor shall be solely responsible for project safety.

5. Restroom Facilities

The contractor shall provide portable toilets for its employees at all times during construction. The construction crew will not be permitted to use the restroom facilities in the condominiums.

6. Warranties

- A. Provide the owner(s) with a contractor's warranty on the application, workmanship, and products used for these repairs for a period of not less than 5 years from the date of completion of the project. This warranty shall only apply to new materials and shall not apply to existing concrete areas not repaired.
- B. Provide the owner(s) with a material manufacturer's warranty on the manufactured products used for these repairs for a period not less than 5 years from the date of completion of the project. This warranty shall only apply to new materials placed and shall not apply to other material manufacturer's products.
- C. Contractor shall obtain written authorization from the primary material manufacturer for use of secondary materials, in order to maintain product warranties.

7. Contractor shall, at its sole expense, repair all damage caused by the contractor within any unit that is not necessary and incidental to the performance of the work specified in this Agreement.

8. The contractor shall take utmost care to protect the units below the construction area from falling debris.

IV. MATERIAL LIST

Prior to installation, provide for engineer's review, material specification.

1. Rust Inhibitor (Applied to Rebar)
  - A. Sika Armatec 110
  - B. Emaco P24
  - C. Or Equal \_\_\_\_\_
  
2. Bonding Agent
  - A. Sika Armatec 110
  - B. Sto Epoxy Binder CR633
  - C. Emaco P24
  - D. Or Equal \_\_\_\_\_
  
3. Mortar – Overhead and Vertical Surfaces
  - A. Sika Repair 223
  - B. Renderoc HB2
  - C. MBT Gelpatch
  - D. Or Equal \_\_\_\_\_
  
4. Mortar – Horizontal Surfaces
  - A. Sika 123
  - B. MBT LA40 Repair Mortar
  - C. Or Equal \_\_\_\_\_
  
5. Crack Repair
  - A. Sto Epoxy Binder CR633
  - B. MBT Concesive Standard LVI
  - C. Sikadur 52
  - D. Sikadur 55
  - E. Or Equal \_\_\_\_\_
  
6. Sealants (as applicable)
  - A. Sikaflex – 1A
  - B. Sikaflex – 2C
  - C. Or Equal \_\_\_\_\_

7. Corrosion Inhibitor (Applied to existing surfaces)
  - A. MBT Masterseal CP
  - B. Sika Ferrogard 903
  - C. Or Equal \_\_\_\_\_
  
8. Leveling Grout
  - A. Sika Monotop 620
  - B. Or Equal \_\_\_\_\_
  
9. Steel Sheet Pile Coating
  - A. Tremec Primer
  - B. Tremec Series 69 High Build Epoxy

Note: Contractor to submit material data sheets for engineer's review, prior to installation.

#### V. APPLICABLE CODES AND STANDARDS

1. ACI 318
2. ACI 301
3. ACI 315
4. ACI 306
5. ICRI Guidelines No. 03730
6. Florida Building Code 2017
7. Local Building Codes

#### Notes:

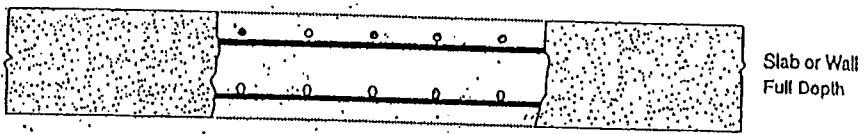
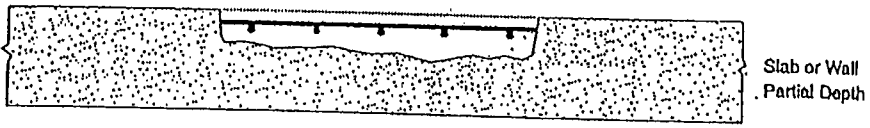
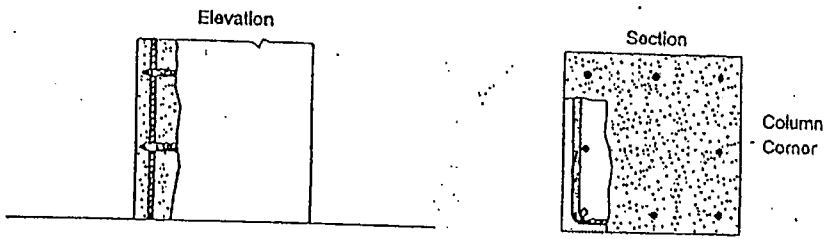
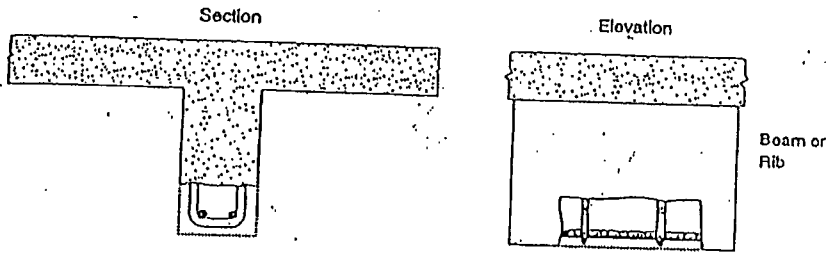
1. The paint system shall include one coat of primer, two coats of paint.
2. All products indicated in this specification shall be installed per manufacturer's specification and recommendation. It shall be the contractor's responsibility to verify the products applicability for the intended use, be qualified to install the product and obtain manufacturer's approval on all installations.

Botkin Parssi & Associates, Inc. inspection of the product shall solely be for verification of installation and aesthetic purposes.

**Attachment I**  
**ICRI Guidelines**

# Removal Geometry

Caution! Before starting removals, review effect of removals on structural integrity. Provide shoring of members as necessary. Particular care shall be exercised at slab/beam connections to columns.

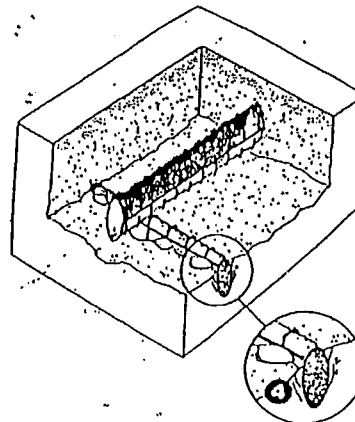
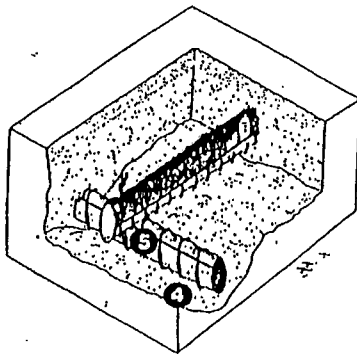
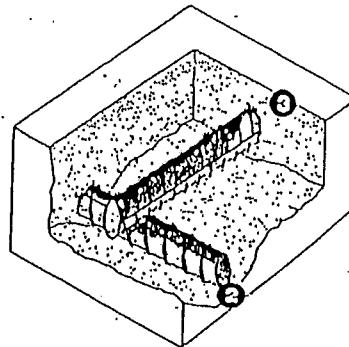
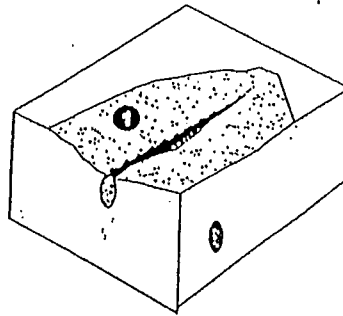




## Exposing and Undercutting of Reinforcing Steel

These details are applicable to horizontal, vertical, and overhead locations. They are also applicable to removal by hydro-demolition, hydro-milling, and electric, pneumatic or hydraulic impact breakers.

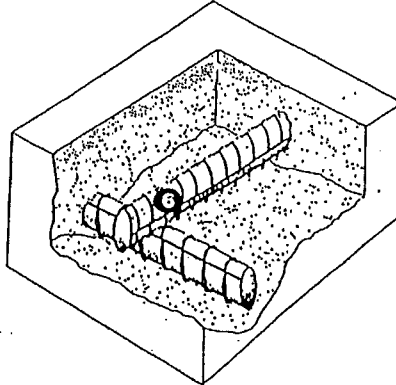
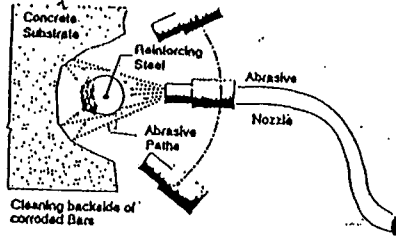
- ① Remove loose or delaminated concrete above corroded reinforcing steel.
- ② Once initial removals are made, proceed with the undercutting of all exposed corroded bars. Undercutting will provide clearance for under bar cleaning and full bar circumference bonding to surrounding concrete, and will secure the repair structurally. Provide minimum  $\frac{3}{4}$  inch (19 mm) clearance between exposed rebars and surrounding concrete or  $\frac{1}{4}$  inch (6 mm) larger than largest aggregate in repair material, whichever is greater.
- ③ Concrete removals shall extend along the bars to locations along the bar free of bond inhibiting corrosion, and where the bar is well bonded to surrounding concrete.
- ④ If non-corroded reinforcing steel is exposed during the undercutting process, care shall be taken not to damage the bar's bond to surrounding concrete. If bond between bar and concrete is broken, undercutting of the bar shall be required.
- ⑤ Any reinforcement which is loose shall be secured in place by tying to other secured bars or by other approved methods.



## Cleaning and Repair of Reinforcing Steel

### Cleaning of Reinforcing Steel

⑥ All heavy corrosion and scale should be removed from the bar as necessary to promote maximum bond of replacement material. Oil free abrasive blast is the preferred method. A tightly bonded light rust build-up on the surface is usually not detrimental to bond, unless a protective coating is being applied to the bar surface, in which case the coating manufacturer's recommendations for surface preparation should be followed.

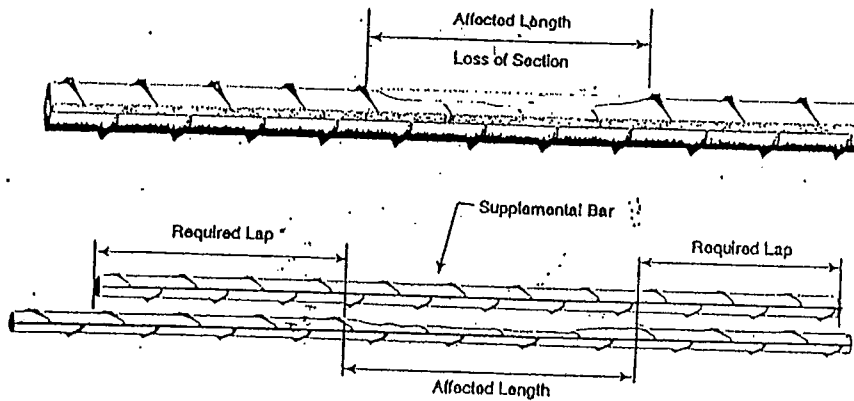


### Repair of Reinforcing Steel Due to Loss of Section

If reinforcing steel has lost significant cross section, a structural engineer should be consulted. If repairs are required to the reinforcing steel, one of the following repair methods should be used:

- Complete bar replacement, or
- Addition of supplemental bar over affected section.

New bars may be mechanically spliced to old bars or placed parallel to and approximately  $\frac{3}{4}$  in. (19 mm) from existing bars. Lap lengths shall be determined in accordance with ACI 318; also refer to CRSI and AASHTO manual.

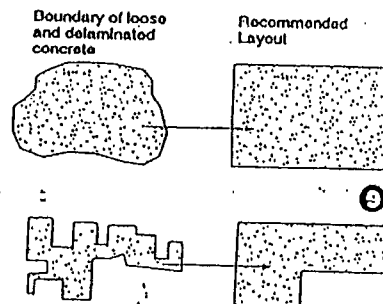
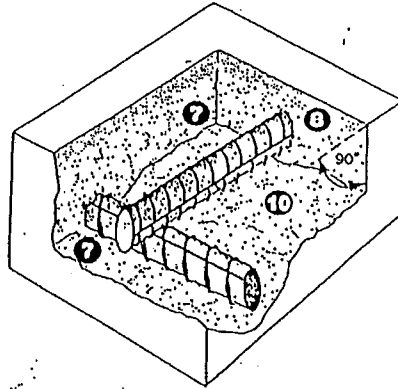


## Edge and Surface Conditioning of Concrete

These details are applicable to horizontal, vertical, and overhead locations. They are also applicable to removal by hydro-demolition, hydromilling, and electric, pneumatic or hydraulic impact breakers.

*Do not use these details for shotcrete applications— for shotcrete repairs refer to ACI 506 Edge Preparation Guidelines.*

- ⑦ Remove delaminated concrete, undercut reinforcing steel (refer to "Exposing and Undercutting of Reinforcing Steel" on page 3), remove additional concrete as required to provide minimum required thickness of repair material.
- ⑧ At edge locations, provide right angle cuts to the concrete surface with either of the following methods:
  - Sawcut 1/2" (13 mm) or less as required to avoid cutting reinforcing steel.
  - Use power equipment such as hydrodemolition or impact breakers. Avoid feather edges.
- ⑨ Repair configurations should be kept as simple as possible, preferably with squared corners.
- ⑩ After removals and edge conditioning are complete, remove bond inhibiting materials (dirt, concrete slurry, loosely bonded aggregates) by abrasive blasting or high pressure waterblasting with or without abrasive. Check the concrete surfaces after cleaning to insure that surface is free from additional loose aggregate, or that additional delaminations are not present.
- ⑪ If hydrodemolition is used, cement and particulate slurry must be removed from the prepared surfaces before slurry hardens.





# Ocean Ridge Police Department

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

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[www.oceanridgeflorida.com](http://www.oceanridgeflorida.com)

Richard Jones  
Chief of Police

December 20, 2021

Tracey Stevens  
Town Manager

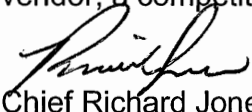
As you are well aware, this year is the year that was scheduled and planned to be an IT Refresh for the Town Hall side of operations. This refresh usually involves server and pc replacements for Town Hall and the Police Department. ENS who is our current contract technology vendor has provided us with several quotes to accomplish this refresh.

In order to make this request clear, I need to explain a bit of history. In preparation for this budget cycle, ENS provided the Town (Prior to me being Chief) with a quote for \$94,016 in hardware costs and \$12,168 in annual renewal costs for a total of \$106,184 dollars. However; only \$50,108 in equipment was requested during the budget process. Additionally, \$14,008 dollars was budgeted for ongoing annual agreements for software (email, security, etc). This resulted in a final budget approval of \$64,116 for 2021-2022.

Upon my review of this project, I began getting updated quotes and based upon my professional opinion made changes to how we should proceed with this refresh. My focus includes more security features, less warranty coverage and creating an organized design of our network, equipment room and server equipment so that we are better prepared for the future and to handle emergency evacuation of equipment from the server room should the need arise due to natural disasters (weather events) and mechanical failures (air conditioning).

Based upon the updated quotes, the total cost of the project would be \$85,782.23, which means we would have a budget shortfall of \$21,666.23. Knowing that this project is required for both Public Safety and Town Hall operations, I feel that we can safely utilize money from various line items of the PD Budget to cover these shortfalls. I have provided a detailed sheet (see attached) that outlines my proposal. If you were to agree with my proposal, the only thing that needs to be clearly explained is that should computer/surveillance components fail during this budget cycle (2021-2022), I may have to make additional requests for funds from reserves as areas of my budget would be depleted as a result of this project.

I recommend that we proceed with this project as soon as possible and since ENS is our contract vendor, a competitive bid process would not be required.

  
Chief Richard Jones

## Budget and Expense Proposal

### **PROPOSED ITEMS (What's Needed)**

New Servers and Network Back-up Devices	\$31,231.28
Rack and Storage System for Servers and Back-up	\$ 9,419.27
Individual Computer Replacements	\$10,000.00
Multi Factor Authentication	\$ 4,840.00
Wi-Fi Network Equipment	\$ 7,523.68
Tyler Tech New Server License	<u>\$ 2,500.00</u>
<b>Sub Total Equipment and Labor</b>	<b>\$65,514.23</b>

### Annual Recurring Expenses (ENS Managed Software)

Email (Office 365)	\$ 9,000.00
Adobe Software	\$ 2,400.00
Log DNA (Activity Logger) (CJIS Required)	\$ 2,400.00
Network Monitoring Service (SentinelOne)	\$ 4,884.00
Multi Factor Authentication (CJIS Security)	<u>\$ 1,584.00</u>
<b>Sub Total Annual Expenses</b>	<b>\$ 20,268.00</b>

**GRAND TOTAL for this year** **\$ 85,782.23**

### **EXPENSE DETAIL (How to Fund)**

Gen Govt.	503.100	IT Refresh Budget	\$64,116.00
PD	503.100	Crossmatch/Adobe	\$ 2,400.00
PD	504.610	Computer HW/SW	\$ 2,500.00
PD	504.610	Sonicwall	\$ 950.00
PD	506.400	Desktop/Laptop	\$ 3,400.00
PD	504.610	CAD Software	<u>\$ 12,416.23</u>
<b>GRAND TOTAL</b>			<b>\$ 85,782.23</b>

**Ocean Ridge Police Department  
Inter-Office Memo**

**To:** Tracey Stevens, Town Manager  
**From:** Hal C. Hutchins, Chief of Police  
**Date:** March 4, 2021  
**Subject:** IT Proposal related to Budget 2021-2022

---

Attached you will find the spread sheet showing the recommended IT budget for the next fiscal year.

Fiscal year 2021-2022 is the first half of our normal refresh cycle, and as such; the budget recommendations are to conduct our refresh as we have historically. This will be accomplished by replacement of our oldest sever and 11 desktop units as outlined in the proposal. In addition, the recommendation is to extend warranties on some of our older equipment to make it through the first phase of this project. The total cost estimate for this portion of the budget is anticipated to be \$50,108.00. (See attached)

The managed services monthly costs are also provided for your review. Due to changes in systems and increases in security measures, the monthly cost for this service is expected to increase by \$1093.28 per month. (See Attached)

In addition to these changes, the Adobe licensing is expected to become a direct bill to the Town as the vendor subscription will not be offered any longer. The estimated cost for this change will be \$200.00-\$250.00 per month as we are currently enabled.

Carrier Recommendations	Category	Qty	Non Recurring Cost				
			NRC	Total NRC			
<b>Carrier Recommendations</b>							
Upgrade 120m service to 200/25		1	\$	-	No projects currently identified but further input is expected Future need		
Purchase secondary failover options		1	\$	-			
<b>Security Recommendations</b>							
Advanced Gateway Security Suite - Firewall 1 Yr							
		1	\$	2,350.00	\$	2,350.00	See the Security Suite Options in the tab below. We recommend the Advanced due to the look-back capacity provided with this service. It is roughly \$600 more than the Essential Protection.
<b>Workstation Recommendations</b>							
Dell Workstation Replacement							
		11	\$	930.00	\$	10,230.00	Suggesting a 1/3 replacement strategy Upgrade memory and disk for performance increase on units not being replaced
Upgrade Memory		4	\$	55.00	\$	220.00	
Upgrade Hard Drive		4	\$	175.00	\$	700.00	
Labor		4	\$	100.00	\$	400.00	
Warranty Upgrades (2 Year)							
** This account needs to be updated		15	\$	217.00	\$	3,255.00	Consider warranty extension for risk mitigation of unbudgeted repairs
<b>Printers / Copier HW Recommendations</b>							
** Open for discussion							
Toshiba Leases (current)		2			\$	-	
<b>Laptop HW Recommendations</b>							
Warranty Upgrades							
** This account needs to be updated		9	\$	217.00	\$	1,953.00	Consider warranty extension for risk mitigation of unbudgeted repairs

**Server HW Recommendations**

*Replace server due to age. Current server will become the backup server and the existing backup server will be retired.*

Dell Server Replacement	1	\$ 11,000.00	\$ 11,000.00
Server migration and upgrades labor	200	\$ 100.00	\$ 20,000.00
			<b>\$ 50,108.00</b>



Category	Non Recurring Cost			Monthly Recurring Cost			
	Qty	NRC	Total NRC	Qty	MRC	Total MRC	
<b>Security Recommendations</b>							
Security User Training Services			\$ -	40	\$ 1.60	\$ 64.00	<i>Suggested for better cybersecurity</i>
Advanced Gateway Security Suite - Firewall 1 Year	1	\$ 2,350.00	\$ 2,350.00			\$ -	<i>See the Security Suite Options in the tab below. We recommend the Advanced due to the look-back capacity provided with this service. It is roughly \$600 more than the Essential Protection.</i>
<b>Network Recommendations</b>							
Patch Cables 100 of 3' Server Rack	100	\$ 3.00	\$ 300.00			\$ -	<i>Replace cords that are currently too long</i>
<b>Workstation Recommendations</b>							
Dell Workstation Replacement	11	\$ 930.00	\$ 10,230.00			\$ -	<i>Suggesting a 1/3 replacement strategy</i>
Upgrade Memory	15	\$ 55.00	\$ 825.00			\$ -	<i>Upgrade memory and disk for performance increase on units not being replaced</i>
Upgrade Hard Drive Labor	15	\$ 175.00	\$ 2,625.00			\$ -	
	15	\$ 100.00	\$ 1,500.00			\$ -	<i>Consider warranty extension for risk mitigation of unbudgeted repairs/Non Dell Warranty</i>
Warranty Upgrades (2 Year)	15	\$ 217.00	\$ 3,255.00			\$ -	
** This account needs to be updated							
<b>Laptop HW Recommendations</b>							
Laptop replacement	4	\$ 1,000.00	\$ 4,000.00			\$ -	<i>Suggesting a 1/3 replacement strategy</i>

Upgrade Memory	9	\$ 55.00	\$ 495.00	\$	-	<i>Upgrade memory and disk for performance increase on units not being replaced</i>
Upgrade Hard Drive Labor	9	\$ 175.00	\$ 1,575.00	\$	-	
Warranty Upgrades	9	\$ 100.00	\$ 900.00	\$	-	<i>Consider warranty extension for risk mitigation of unbudgeted repairs</i>
** This account needs to be updated						
<b>Server HW Recommendations</b>						
Dell Server Replacement	1	\$ 9,000.00	\$ 9,000.00	\$	-	<i>Replace server due to age. This can be pushed another year if needed although I wouldn't go beyond that. We can supplement with warranties here as well.</i>
Server Licensing (Virtual Not Included)						
Server migration and upgrades labor	160	\$ 100.00	\$ 16,000.00	\$	-	
<b>Software Services</b>						
Office365						<i>Need further discussion related to Office licenses and version currently in place. The industry norm is to move forward with Office365 subscriptions as recommended.</i>
** Pull an inventory of installed Office SW	50	\$ 15.00	\$ 750.00	\$	-	
Adobe	10	\$ 20.00	\$ 200.00	\$	-	
** Look into the different product options						
Telephony Recommendations				\$	-	
			<b>\$ 94,016.00</b>			<b>\$ 1,014.00</b>

**BUDGET DETAIL WORKSHEET - VERSION 5.0**  
**PUBLIC SAFETY DEPARTMENT 521.107**  
**EXCLUDING SALARY & INSURANCE LINES**

	FY21	FY22
<b>501.400 OVERTIME</b>		
OVERTIME DUE TO VACANCIES, CALL-OUTS, EMERGENCIES, & COVERAGE FOR TRAINING, COURT, ETC.	\$ 90,000.00	\$ 90,000.00
<b>TOTAL LINE ITEM 501.400</b>	<b>\$ 90,000.00</b>	<b>\$ 90,000.00</b>
<b>503.100 PROFESSIONAL SERVICES</b>		
PRE-EMPLOYMENT PHYSICIANS EXAMS (6 X \$400)	\$ 2,400.00	\$ 2,400.00
PRE-EMPLOYMENT PSYCHOLOGIST (3 X \$325)	\$ 900.00	\$ 975.00
PRE-EMPLOYMENT CREDIT CHECKS (6 X \$90)	\$ 540.00	\$ 540.00
ENS COMPUTER CONSULT (67% OF CONTRACT \$48,372 PLUS EMERG. CALLS)	\$ 31,000.00	\$ 38,500.00
CROSSMATCH LIVESCAN DEVICE MAINTENANCE (FINGERPRINTING)	\$ 896.00	\$ 900.00
AXON BODY CAMERA MAINTENANCE AGREEMENT	\$ 15,000.00	\$ 15,000.00
ADOBE PRO LICENSES	\$ -	\$ 1,500.00
PROMOTIONAL EXAMS	\$ 2,000.00	\$ 2,000.00
<b>TOTAL LINE ITEM 503.100</b>	<b>\$ 52,736.00</b>	<b>\$ 61,815.00</b>
<b>503.400 OTHER CONTRACTUAL SERVICES</b>		
CITY OF BOYNTON BEACH FIRE/EMS CONTRACT	\$ 1,238,715.00	\$ 1,288,300.00
<b>TOTAL LINE ITEM 503.400</b>	<b>\$ 1,238,715.00</b>	<b>\$ 1,288,300.00</b>
<b>504.000 TRAVEL &amp; PER DIEM</b>		
IACP CONFERENCE	\$ 3,500.00	\$ 3,500.00
FL PAC - POLICY RESOURCE	\$ 1,000.00	\$ 1,000.00
FLORIDA POLICE CHIEF'S ASSOCIATION	\$ 3,500.00	\$ 3,500.00
MISCELLANEOUS SCHOOLS FOR SWORN OFFICERS	\$ 5,000.00	\$ 5,000.00
MISCELLANEOUS SCHOOLS FOR DISPATCHERS	\$ 1,500.00	\$ 1,500.00
FL STATE 911 TELECOMMUNICATOR CERT & RENEWALS	\$ 500.00	\$ 500.00
VOICE-STRESS ANALYSIS RE-CERTIFICATION (CVSA BI-ANNUAL)	\$ 2,500.00	\$ 2,500.00
FL ASSOC OF CODE ENFORCEMENT CERTIFICATION AT FAU	\$ 1,200.00	\$ 1,200.00
CJIS TRAINING SEMINAR (REIMBURSED BY PBC 911)	\$ 700.00	\$ 700.00
SOUTHERN POLICE INSTITUTE (JONES)	\$ 4,500.00	\$ -
APCO ANNUAL CONFERENCE FOR DISPATCH	\$ 900.00	\$ 1,000.00
<b>TOTAL LINE ITEM 504.000</b>	<b>\$ 24,800.00</b>	<b>\$ 20,400.00</b>
<b>504.100 COMMUNICATIONS (TEL, MODEM, REV 911) (DOES NOT INCLUDE RADIO)</b>		
AT&T/IPFONE - DATA BUNDLE, LONG DIST, TH COMPLEX ALARMS (50%)	\$ 6,000.00	\$ 8,500.00
CELLULAR PHONE SERVICE (5 @ \$50 PER MONTH) AT&T	\$ 3,000.00	\$ 3,000.00
UPS MAINTENANCE FOR 911	\$ 10,800.00	\$ 10,800.00
INTERNET ACCESS - COMCAST	\$ 3,500.00	\$ 3,500.00
VPN CLIENT ACCESS (9)	\$ 1,200.00	\$ 1,200.00
COMPUTER AIR CARDS (13) AT&T	\$ 7,020.00	\$ 7,500.00
<b>TOTAL LINE ITEM 504.100</b>	<b>\$ 31,520.00</b>	<b>\$ 34,500.00</b>
<b>504.200 POSTAGE &amp; FREIGHT</b>		
NORMAL POSTAGE & FREIGHT	\$ 1,000.00	\$ 1,000.00
CODE ENFORCEMENT NOTIFICATIONS	\$ 1,000.00	\$ 1,000.00
<b>TOTAL LINE ITEM 504.200</b>	<b>\$ 2,000.00</b>	<b>\$ 2,000.00</b>

**BUDGET DETAIL WORKSHEET - VERSION 5.0**  
**PUBLIC SAFETY DEPARTMENT 521.107**  
**EXCLUDING SALARY & INSURANCE LINES**

	FY21	FY22
<b>504.300 UTILITY SERVICES - ELECTRIC</b>		
FPL ELECTRIC SERVICE	\$ 10,000.00	\$ 10,000.00
BOYNTON BEACH WATER SERVICE	\$ 2,500.00	\$ 2,500.00
<b>TOTAL LINE ITEM 504.300</b>	<b>\$ 12,500.00</b>	<b>\$ 12,500.00</b>
<b>504.400 RENTALS &amp; LEASES</b>		
TOSHIBA COPIER MODEL 3505C (\$194.33 PER MONTH)	\$ 2,500.00	\$ 2,500.00
<b>TOTAL LINE ITEM 504.400</b>	<b>\$ 2,500.00</b>	<b>\$ 2,500.00</b>
<b>504.610 REPAIR &amp; MAINTENANCE (OFFICE - NON-RADIO)</b>		
TELEPHONE EQUIPMENT	\$ 1,500.00	\$ 1,500.00
COMPUTER HARDWARE & SOFTWARE	\$ 7,500.00	\$ 7,500.00
POLICY, EVIDENCE, REPORT WRITING & CAD SOFTWARE IMPLEMENT/IMPRV	\$ -	\$ 50,000.00
CAD/RMS SOFTWARE	\$ 14,000.00	\$ 14,000.00
RADAR CERTIFICATION & REPAIR	\$ 1,500.00	\$ 1,500.00
GENERATOR MAINTENANCE	\$ 1,000.00	\$ 1,000.00
FCIC MAINTENANCE	\$ 600.00	\$ 600.00
INSPECT/REPLACE FIRE EXTINGUISHERS IN POLICE VEHICLES	\$ 1,300.00	\$ 1,300.00
RANGE CLEANING & MAINTENANCE	\$ 3,000.00	\$ 3,500.00
SECURITY DOOR/CAMERA MAINTENANCE	\$ 3,000.00	\$ 3,000.00
SPECTRACOM (NET CLOCK)	\$ 1,400.00	\$ -
DIGITAL PERSONNA	\$ 700.00	\$ 800.00
ALTARO NETWORK BACKUP ANNUAL MAINTENANCE CONTRACT	\$ 150.00	\$ 150.00
SIS ALARM SOFTWARE ANNUAL MAINTENANCE CONTRACT	\$ 1,350.00	\$ 1,350.00
TREND MICRO COMPUTER NEWWORK ANTI-VIRUS	\$ 730.00	\$ 750.00
SONIC WALL FIREWALL MAINTENANCE (3 YR, 75%)	\$ 950.00	\$ 950.00
SMARSH TEXT ARCHIVAL SOLUTION (8 UNITS)	\$ 2,945.00	\$ -
ALPR CLOUD ACOCNT AND BOF	\$ 7,500.00	\$ 7,500.00
REVCORD DISPATCH RECORDER MAINTENANCE CONTRACT	\$ 4,000.00	\$ 3,500.00
<b>TOTAL LINE ITEM 504.610</b>	<b>\$ 53,125.00</b>	<b>\$ 98,900.00</b>
<b>504.620 REPAIR &amp; MAINTENANCE - VEHICLE</b>		
LABOR & SERVICE FOR POLICE VEHICLES	\$ 10,000.00	\$ 8,000.00
TIRES, RIMS & SENSORS	\$ 7,000.00	\$ 7,000.00
LABOR, SERVICE & PARTS FOR ATV	\$ 1,500.00	\$ 1,500.00
<b>TOTAL LINE ITEM 504.620</b>	<b>\$ 18,500.00</b>	<b>\$ 16,500.00</b>
<b>504.630 REPAIR &amp; MAINTENANCE - DISPATCH (RADIO)</b>		
CONTRACT SERVICES	\$ 1,200.00	\$ 1,200.00
CELL PHONES	\$ 300.00	\$ 300.00
PBC RADIO USER FEE	\$ 17,097.00	\$ 17,097.00
RADIO REPLACEMENT & MISC PARTS	\$ 5,500.00	\$ 5,500.00
<b>TOTAL LINE ITEM 504.630</b>	<b>\$ 24,097.00</b>	<b>\$ 24,097.00</b>
<b>504.700 PRINTING</b>		
FORMS	\$ 500.00	\$ 500.00
ID CARD SUPPLIES	\$ 150.00	\$ 150.00
EVACUATIONS FORMS	\$ 100.00	\$ 100.00

**BUDGET DETAIL WORKSHEET - VERSION 5.0**  
**PUBLIC SAFETY DEPARTMENT 521.107**  
**EXCLUDING SALARY & INSURANCE LINES**

	FY21	FY22
SOP AND RULES & REGULATIONS MANUALS	\$ 500.00	\$ 500.00
<b>TOTAL LINE ITEM 504.700</b>	<b>\$ 1,250.00</b>	<b>\$ 1,250.00</b>
<b>504.900 OTHER CURRENT CHARGES</b>		
PRISONER FOOD, ADVERTISEMENTS, INVESTIGATIVE FUNDS, EVENTS, ETC.	\$ 2,500.00	\$ 2,000.00
<b>TOTAL LINE ITEM 504.900</b>	<b>\$ 2,500.00</b>	<b>\$ 2,000.00</b>
<b>505.100 OFFICE SUPPLIES</b>		
COPIES, INK, PAPER, PENS, ENEVELOPES, DISCS, TAPES, ETC.	\$ 5,000.00	\$ 5,000.00
<b>TOTAL LINE ITEM 505.100</b>	<b>\$ 5,000.00</b>	<b>\$ 5,000.00</b>
<b>505.200 OPERATING SUPPLIES</b>		
SPARE WEAPON PARTS (FIREARMS & ECW)	\$ 1,000.00	<del>\$ 1,000.00</del>
PHOTO PROCESSING & SUPPLIES	\$ 200.00	\$ 200.00
RECHARGE FIRE EXTINGUISHERS	\$ 300.00	\$ 300.00
AED BATTERIES & PADS, 6 UNITS (PARTIALLY REIMBURSED BY PGIT)	\$ 2,500.00	\$ 2,000.00
GENERAL USE BATTERIES	\$ 300.00	\$ 300.00
DRUG TEST KITS	\$ 200.00	\$ 200.00
CRIME SCENE/EVIDENCE SUPPLIES	\$ 1,250.00	\$ 1,000.00
FIRST AID SUPPLIES	\$ 1,000.00	\$ 750.00
FLASHLIGHTS	\$ 250.00	\$ 250.00
RECORDER TAPES/CD'S	\$ 100.00	\$ 100.00
GUN CLEANING SUPPLIES	\$ 150.00	\$ 150.00
TRAINING/SERVICE AMMO	\$ 4,000.00	\$ 3,500.00
RANGE SAFETY EQUIPMENT	\$ 150.00	\$ 150.00
SOLAR PANEL BATTERIES & CHARGER FOR SPEED SIGNS	\$ 2,500.00	<del>\$ 2,000.00</del>
<b>TOTAL LINE ITEM 505.200</b>	<b>\$ 13,900.00</b>	<b>\$ 11,900.00</b>
<b>505.210 OPERATING SUPPLIES - GAS &amp; OIL</b>		
GAS/OIL - POLICE (14,500 GALLONS AT 2.75 PER GALLON)	\$ 39,875.00	\$ 39,875.00
<b>TOTAL LINE ITEM 505.210</b>	<b>\$ 39,875.00</b>	<b>\$ 39,875.00</b>
<b>505.220 OPERATING SUPPLIES - UNIFORMS</b>		
DISPATCH SHIRTS (4 SHIRTS X 5 DISPATCHERS @ \$43)	\$ 1,032.00	\$ 900.00
DISPATCH PANTS (4 PANTS X 5 DISPATCHERS @ \$59.86)	\$ 1,440.00	\$ 1,197.00
DISPATCH JACKETS (3 @ \$57)	\$ 171.00	\$ 171.00
OFFICERS SHIRTS (4 SHIRTS X 18 OFFICERS @ \$50 SS OR \$72 LS)	\$ 4,320.00	\$ 4,896.00
OFFICERS BDU PANTS (4 PANTS X 18 OFFICERS @ \$50)	\$ 3,623.00	\$ 3,600.00
OFFICERS SHOES (1 PAIR X 18 OFFICERS @ \$125)	\$ 2,250.00	\$ 2,250.00
OFFICERS BODY ARMOR CARRIERS (2 X 18 OFFICERS @ \$69)	\$ 2,484.00	\$ 2,484.00
OFFICERS BODY ARMOR (5 @ \$1,000) 50% REIMBURSED BY DOJ	\$ 4,000.00	\$ 5,000.00
SHIELDS (3 @ \$65)	\$ 195.00	\$ 195.00
CIVILIAN ATTIRE	\$ 600.00	\$ 600.00
WINTER JACKETS (3 @ \$100)	\$ 300.00	\$ 300.00
RAIN GEAR (3 @ \$170)	\$ 510.00	\$ 510.00
DUTY GEAR FOR NEW HIRES (2 @ \$1,000)	\$ 2,000.00	\$ 2,000.00
<b>TOTAL LINE ITEM 505.220</b>	<b>\$ 22,925.00</b>	<b>\$ 24,103.00</b>

**BUDGET DETAIL WORKSHEET - VERSION 5.0**  
**PUBLIC SAFETY DEPARTMENT 521.107**  
**EXCLUDING SALARY & INSURANCE LINES**

	FY21	FY22
<b>505.400 SUBSCRIPTIONS, MEMBERSHIPS, EDUCATION</b>		
IACP & IACPNET	\$ 1,500.00	\$ 1,500.00
FPCA & PBACOP (CHIEF & LIEUTENANT'S)	\$ 1,500.00	\$ 1,500.00
NRA	\$ 100.00	\$ 100.00
NABI	\$ 100.00	\$ 100.00
APCO (REIMBURSED BY PBC 911)	\$ 335.00	\$ 335.00
PLI COMPUTER TRAINING (21 OFFICERS @ \$148)	\$ 3,108.00	\$ 3,108.00
PBC LAW ENFORCEMENT EXCHANGE (LEX)	\$ 1,415.00	\$ 1,415.00
TLO INVEST (\$25 PER MONTH)	\$ 600.00	\$ 600.00
NOTARY ENROLLMENT & RENEWALS	\$ 300.00	\$ 300.00
FLA-PAC	\$ 150.00	\$ 150.00
FIU	\$ 100.00	\$ 100.00
DISPATCHER CERTIFICATIONS & REGISTRATION	\$ 500.00	\$ 500.00
GOLD COAST CODE ENFORCEMENT ASSOCIATION	\$ 50.00	\$ 50.00
POWER DMS SUBSCRIPTION FOR PD POLICIES & TRAINING	\$ 5,000.00	\$ 5,000.00
HARMARI PAWN SEARCH LICENSE	\$ 100.00	\$ 100.00
<b>TOTAL LINE ITEM 505.400</b>	<b>\$ 14,858.00</b>	<b>\$ 14,858.00</b>
<b>506.400 MACHINERY &amp; EQUIPMENT</b>		
DESKTOP COMPUTERS (2 @ \$1,900)	\$ 3,800.00	\$ 3,800.00
LAPTOP COMPUTERS (2 @ \$2,300)	\$ 4,600.00	\$ 4,600.00
CHAIRS FOR DISPATCHERS (2 @ \$1,000)	\$ -	\$ 2,000.00
REPLACE EXTERNAL AED's (12)	\$ -	\$ -
<b>TOTAL LINE ITEM 506.400</b>	<b>\$ 8,400.00</b>	<b>\$ 10,400.00</b>
<b>TOTAL - POLICE DEPARTMENT, EXCLUDING SALARIES &amp; BENEFITS</b>	<b>\$ 420,486.00</b>	<b>\$ 472,598.00</b>
<b>TOTAL - FIRE/EMS DEPARTMENT</b>	<b>\$ 1,238,715.00</b>	<b>\$ 1,288,300.00</b>
<b>GRAND TOTAL - PUBLIC SAFETY</b>	<b>\$ 1,659,201.00</b>	<b>\$ 1,760,898.00</b>

20,150



Tuesday, November 23, 2021

Town of Ocean Ridge  
Richard Jones  
6450 N Ocean Blvd.  
Ocean Ridge, FL 33435  
rjones@oceanridgeflorida.com

Dear Richard,

Attached is the quote for services we discussed. If you have any questions or need me to make edits to any of the quoted items, please let me know and we will adjust them as needed.

Sincerely,

*Jonny Redrup*

Jonny Redrup  
Account Executive  
EssentialNet Solutions

**Sentinel One**

Quote #000300 v2



Prepared For:  
**Town of Ocean Ridge**  
 Richard Jones  
 6450 N Ocean Blvd.  
 Ocean Ridge, FL 33435  
 P: (561) 732-8331  
 E: rjones@oceanridgeflorida.com

Prepared by:  
**EssentialNet Solutions**  
 Jonny Redrup  
 2301 W. Eau Gallie Blvd., Ste 104  
 Melbourne, FL 32935  
 P: 321 259 3242  
 E: jredrup@ensusa.com

Date Issued:  
**11.23.2021**  
 Expires:  
**12.14.2021**

Security Services

Service Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Security Services - Enhanced End-Point Protection with Security Operations Center Services Enterprise level, next generation endpoint protection platform. While active, the agent will protect the endpoint by preventing attacks from known threats, detecting and stopping undesired behavior during an attack, and by mitigating and remediating the endpoint after an attack has been stopped. Service can be used for forensic analysis.	\$9.25	\$0.00	44	\$407.00	\$0.00
<b>Recurring Subtotal:</b>				<b>\$407.00</b>	

Recurring Expenses Summary	Amount
Security Services	\$407.00
<b>Recurring Total:</b>	<b>\$407.00</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**Acceptance**

**EssentialNet Solutions**

**Town of Ocean Ridge**

*Jonny Redrup*

Jonny Redrup  
 \_\_\_\_\_  
 Signature / Name  
 11/23/2021  
 \_\_\_\_\_  
 Date

Richard Jones  
 \_\_\_\_\_  
 Signature / Name  
 \_\_\_\_\_  
 Date

Initials





Tuesday, November 23, 2021

Town of Ocean Ridge  
Richard Jones  
6450 N Ocean Blvd.  
Ocean Ridge, FL 33435  
rjones@oceanridgeflorida.com

Dear Richard,

Attached is the proposal discussed and recommended by ENS for 2 Factor Authentication. This security service allows for added security and protection of end user accounts. Please review and let us know if you have any questions. Thanks and have a great day!

Sincerely,

*Jonny Redrup*

Jonny Redrup  
Account Executive  
EssentialNet Solutions

**2 Factor Authentication**

Quote #000301 v1



Prepared For:  
**Town of Ocean Ridge**  
 Richard Jones  
 6450 N Ocean Blvd.  
 Ocean Ridge, FL 33435  
 P: (561) 732-8331  
 E: rjones@oceanridgeflorida.com

Prepared by:  
**EssentialNet Solutions**  
 Jonny Redrup  
 2301 W. Eau Gallie Blvd., Ste 104  
 Melbourne, FL 32935  
 P: 321 259 3242  
 E: jredrup@ensusa.com

Date Issued:  
**11.23.2021**  
 Expires:  
**12.14.2021**

Labor

Product Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Design and implement solution - Evaluate current active directory structure, populate end user information, deploy authentication proxies - Roll out software to all workstation. Create - populate and sync DUO cloud portal with on-premise active directory. Incorporate SSO (single sign-on) and centralize user authentication for all local computers, servers and office 365 cloud portal - Compose instructions and provide post project support.	\$0.00	\$110.00	44	\$0.00	\$4,840.00
<b>Subtotal:</b>					<b>\$4,840.00</b>

Security Services

Service Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Security Services - Two Factor Authentication Two factor authentication and access management services. Allows for added security and protection of end user accounts. Integrates with Active Directory and is priced on a per user, per month, basis.	\$3.00	\$0.00	44	\$132.00	\$0.00
<b>Recurring Subtotal:</b>					<b>\$132.00</b>

Quote Summary	Amount
Labor	\$4,840.00
<b>Total:</b>	<b>\$4,840.00</b>

Recurring Expenses Summary	Amount
Security Services	\$132.00
<b>Recurring Total:</b>	<b>\$132.00</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Acceptance

**EssentialNet Solutions**

**Town of Ocean Ridge**

*Jonny Redrup*

Jonny Redrup

Signature / Name

11/23/2021

Date

Richard Jones

Signature / Name

Initials

Date



Tuesday, November 23, 2021

Town of Ocean Ridge  
Richard Jones  
6450 N Ocean Blvd.  
Ocean Ridge, FL 33435  
rjones@oceanridgeflorida.com

Dear Richard,

Attached is the proposal discussed and recommended by ENS for the Rack & Switches. This quote also includes the shipping of the rack to the Police Department. Please review and let us know if you have any questions. Thanks and have a great day!

Sincerely,

*Jonny Redrup*

Jonny Redrup  
Account Executive  
EssentialNet Solutions

**Cabinet & Switches**

**Quote #000295 v2**








Prepared For:  
**Town of Ocean Ridge**  
 Richard Jones  
 6450 N Ocean Blvd.  
 Ocean Ridge, FL 33435  
 P: (561) 732-8331  
 E: rjones@oceanridgeflorida.com

Prepared by:  
**EssentialNet Solutions**  
 Jonny Redrup  
 2301 W. Eau Gallie Blvd., Ste 104  
 Melbourne, FL 32935  
 P: 321 259 3242  
 E: jredrup@ensusa.com

Date Issued:  
**11.23.2021**  
 Expires:  
**12.09.2021**

**Hardware**

Product Details	Qty	Price	Ext. Price
<b>APC NetShelter SX Deep Rack Enclosure With Sides - 19" 42U</b> 	1	\$1,429.49	\$1,429.49
<b>APC Basic Rack 1.8kVA PDU - 14 x NEMA 5-15R - 1.8kVA - Zero U Rack-mountable</b> 	2	\$187.00	\$374.00
<b>Cisco 350 CBS350-48P-4G Ethernet Switch - 52 Ports - Manageable - 2 Layer Supported - Modular - 4 SFP Slots - 59.73 W Power Consumption - 370 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - Lifetime Limited Warranty</b> 	2	\$1,229.98	\$2,459.96
<b>Cisco 350 CBS350-24T-4G Ethernet Switch - 28 Ports - Manageable - 2 Layer Supported - Modular - 4 SFP Slots - 25.63 W Power Consumption - Optical Fiber, Twisted Pair - Lifetime Limited Warranty</b> 	2	\$591.49	\$1,182.98
<b>Aten 17" 8-port LCD KVM for SMB-TAA Compliant - 8 Computer(s) - 17" Active Matrix TFT LCD - 8 x HD-15 Keyboard/Mouse/Video, 1 x Flash-upgrade - 1U Height</b> 	1	\$1,085.99	\$1,085.99
<b>15' Cat6 Ethernet Cables 10-Pack</b>	10	\$34.20	\$342.00
Miscellaneous			
<b>Subtotal:</b>			<b>\$6,874.42</b>

Labor

Product Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
<ul style="list-style-type: none"> <li>Cabling modifications of existing switch infrastructure</li> <li>Setup of cabinet and KMM tray</li> <li>Install new switches and connect to existing infrastructure</li> <li>Uplift network cabling into ceiling</li> <li>Perform cable management / cable labeling</li> </ul>	\$0.00	\$110.00	20	\$0.00	\$2,200.00
Subtotal:					<b>\$2,200.00</b>

Quote Summary	Amount
Hardware	\$6,874.42
Labor	\$2,200.00
Subtotal:	<b>\$9,074.42</b>
Shipping:	<b>\$344.85</b>
Total:	<b>\$9,419.27</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**Acceptance**

**EssentialNet Solutions**

**Town of Ocean Ridge**

*Jonny Redrup*

Jonny Redrup

Richard Jones

Signature / Name

Signature / Name

Initials

11/23/2021

Date

Date



Tuesday, November 23, 2021

Town of Ocean Ridge  
Richard Jones  
6450 N Ocean Blvd.  
Ocean Ridge, FL 33435  
rjones@oceanridgeflorida.com

Dear Richard,

Attached is the proposal discussed and recommended by ENS for a wireless controller, 4 indoor access points & 1 outdoor access point. Please review and let us know if you have any questions. Thanks and have a great day!

Sincerely,

*Jonny Redrup*

Jonny Redrup  
Account Executive  
EssentialNet Solutions

**Wireless Controller & Access Points**

Quote #000298 v1






Prepared For:  
**Town of Ocean Ridge**  
 Richard Jones  
 6450 N Ocean Blvd.  
 Ocean Ridge, FL 33435  
 P: (561) 732-8331  
 E: rjones@oceanridgeflorida.com

Prepared by:  
**EssentialNet Solutions**  
 Jonny Redrup  
 2301 W. Eau Gallie Blvd., Ste 104  
 Melbourne, FL 32935  
 P: 321 259 3242  
 E: jredrup@ensusa.com

Date Issued:  
**11.23.2021**  
 Expires:  
**12.13.2021**

Hardware

Product Details	Qty	Price	Ext. Price
<b>Ruckus Wireless ZoneDirector 1205 Wireless LAN Controller - 2 x Network (RJ-45) - Ethernet, Fast Ethernet, Gigabit Ethernet - Desktop</b> 	1	\$844.75	\$844.75
<b>Ruckus Wireless End User WatchDog Premium Support - 3 Year Extended Service - Service - Exchange - Parts - Physical Service</b>	1	\$478.99	\$478.99
<b>Ruckus Wireless R550 802.11ax 1.73 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 2 x Network (RJ-45) - Gigabit Ethernet - Wall Mountable, Ceiling Mountable, Desktop, T-bar Mount</b> 	4	\$614.99	\$2,459.96
<b>Ruckus Wireless ZoneFlex T610 IEEE 802.11ac 2.50 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 2 x Network (RJ-45) - Gigabit Ethernet - Pole-mountable, Wall Mountable</b> 	1	\$1,539.98	\$1,539.98
<b>Subtotal:</b>			<b>\$5,323.68</b>

Labor

Product Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
<ul style="list-style-type: none"> <li>• Install 5 wireless access points including vehicle bay</li> <li>• Run 1 new cable from nearest junction to vehicle bay</li> <li>• Run 2 new cables from junction in back of building</li> <li>• Run 2 new cables from switch in front of building</li> </ul>	\$0.00	\$110.00	20	\$0.00	\$2,200.00
<b>Subtotal:</b>					<b>\$2,200.00</b>

Quote Summary	Amount
Hardware	\$5,323.68





Quote Summary		Amount
Labor		\$2,200.00
	Total:	<b>\$7,523.68</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**Acceptance**

**EssentialNet Solutions**

**Town of Ocean Ridge**

*Jonny Redrup*

Jonny Redrup

Richard Jones

Signature / Name

Signature / Name

Initials

11/23/2021

Date

Date



Tuesday, November 23, 2021

Town of Ocean Ridge  
Richard Jones  
6450 N Ocean Blvd.  
Ocean Ridge, FL 33435  
rjones@oceanridgeflorida.com

Dear Richard,

Attached is the proposal discussed and recommended by ENS for a new physical server with a NAS Backup Device. Please review and let us know if you have any questions. Thanks and have a great day!

Sincerely,

*Jonny Redrup*

Jonny Redrup  
Account Executive  
EssentialNet Solutions

Server - NAS

Quote #000294 v2



Prepared For:  
**Town of Ocean Ridge**  
Richard Jones  
6450 N Ocean Blvd.  
Ocean Ridge, FL 33435  
P: (561) 732-8331  
E: [rjones@oceanridgeflorida.com](mailto:rjones@oceanridgeflorida.com)

Prepared by:  
**EssentialNet Solutions**  
Jonny Redrup  
2301 W. Eau Gallie Blvd., Ste 104  
Melbourne, FL 32935  
P: 321 259 3242  
E: [jredrup@ensusa.com](mailto:jredrup@ensusa.com)

Date Issued:  
**11.23.2021**  
Expires:  
**12.09.2021**



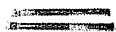
Hardware

Product Details	Qty	Price	Ext. Price
-----------------	-----	-------	------------

Hardware

Product Details	Qty	Price	Ext. Price
<p><b>Server - Dell PowerEdge R540</b></p> <p>Chassis Configuration: 3.5" Chassis with up to 8 Hot Plug Hard Drives, PERC/HBA11</p> <p>Processor: Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400</p> <p>Additional Processor: Intel® Xeon® Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400</p> <p>Memory DIMM Type and Speed: 3200MT/s RDIMMs</p> <p>Memory Capacity: Qty - 8 x 16GB RDIMM, 3200MT/s, Dual Rank TOTAL - 128GB RAM</p> <p>RAID Configuration: C5, RAID 10 for HDDs or SSDs in pairs (Matching Type/Speed/Capacity)</p> <p>Hard Drives: Qty - 8 x 1.92TB SSD SAS 12Gbps MU FIPS-140 PM6 512e 2.5in with 3.5in HYB CARR 3 DWPD</p> <p>Operating System: Windows Server® 2019 Standard, 24CORE, FI, No Med, No CAL, Multi Language</p> <p>Embedded Systems Management: iDRAC9, Enterprise</p> <p>Network Card: On-Board Broadcom 5720 Dual Port 1Gb LOM</p> <p>Additional Network Cards: Intel X710 Dual Port 10GbE SFP+ Adapter, PCIe Low Profile</p> <p>Power Supply: Dual, Hot-plug, Redundant Power Supply (1+1), 1100W</p> <p>Bezel: PowerEdge 2U Standard Bezel</p> <p>BIOS: Performance BIOS Setting</p> <p>Advanced System Configurations: UEFI BIOS Boot Mode with GPT Partition</p> <p>Rack Rails: ReadyRails™ Sliding Rails With Cable Management Arm</p> <p>Dell Services: Hardware Support: Basic Next Business Day 36 Months, 36 Month(s)</p> <p>Dell Services: Extended Service: Basic Next Business Day, 60 Month(s) TOTAL WARRANTY - 5 YEARS</p>	1	\$22,449.50	\$22,449.50

Hardware

Product Details	Qty	Price	Ext. Price
<b>Prosupport Plus and 4Hr Mission Critical, 60 Month(s)</b>	1	\$3,989.49	\$3,989.49
Miscellaneous			
<b>QNAP SAN/NAS Storage System - Annapurna Labs Alpine AL-324 Quad-core (4 Core) 1.70 GHz - 8 x HDD Supported - 0 x HDD Installed - 8 x SSD Supported - 0 x SSD Installed - 4 GB RAM DDR4 SDRAM - Serial ATA/600 Controller - RAID Supported 0, 1,</b>	1	\$1,331.75	\$1,331.75
			
<b>WD Red Pro 8 TB Hard Drive - 3.5" Internal - SATA (SATA/600) - Storage System Device Supported - 7200rpm - 300 TB TBW - 5 Year Warranty</b>	4	\$288.89	\$1,155.56
			
<b>QNAP Mounting Rail Kit for Network Storage System</b>	1	\$104.98	\$104.98
			
<b>Subtotal:</b>			<b>\$29,031.28</b>

Labor

Product Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
<ul style="list-style-type: none"> <li>• Install &amp; promote new physical server</li> <li>• Deploy operating system and virtualization roles</li> <li>• Migrate all virtual machines from HOST1/2 to new server</li> <li>• Increase virtual machine resources for better performance</li> <li>• Install network attached storage &amp; schedule backups</li> <li>• Erase data from HOST1 and promote as replica server</li> </ul>	\$0.00	\$110.00	20	\$0.00	\$2,200.00
<b>Subtotal:</b>					<b>\$2,200.00</b>



Quote Summary		Amount
Hardware		\$29,031.28
Labor		\$2,200.00
Total:		<b>\$31,231.28</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**Acceptance**

**EssentialNet Solutions**

**Town of Ocean Ridge**

*Jonny Redrup*

Jonny Redrup

Richard Jones

Signature / Name

Signature / Name

Initials

11/23/2021

Date

Date

**Town of Ocean Ridge, Florida**  
**Town Commission Agenda Memorandum**  
**Office of the Town Manager, Tracey Stevens**

---

**Meeting Date: January 3, 2022**  
**Subject: PBC Interlocal Radio Maintenance Invoice**

---

Mayor & Commissioners:

The Town is currently under a five-year inter-local agreement with Palm Beach County for police radio maintenance.

The attached invoice for the annual renewal, replacement, and system maintenance fee for the police radios for the current fiscal year is above the Town Manager's \$10,000 threshold for spending according to our Purchasing Policy, and needs to be approved by the Town Commission.

Staff recommends approval of the invoice in the amount of \$13,905.90.

Respectfully,



Tracey L. Stevens, MMC  
Town Manager & Finance Director



# Invoice

Invoice Number: 200-FMBS1214210000000019

Acct. Number: VC0000102460-00DYS

Amount Due By 12-24-21	Amount Enclosed
\$13,905.90	

**Make checks payable to:** Board of County Commissioner

**Mail Payment to:**  
 Palm Beach County  
 Finance Department  
 PO Box 3977  
 West Palm Beach FL 33402

OCEAN RIDGE TOWN OF  
 6450 N OCEAN BLVD  
 ATTN:Kenneth Schenck Jr.  
 OCEAN RIDGE FL 33435

Check box for change of address

**Customer**

OCEAN RIDGE TOWN OF

**Account Number**

VC0000102460-00DYS

**Due Date**

12-24-21

**Invoice Amount**

\$13,905.90

**Invoice Number**

200-FMBS1214210000000019

**Invoice Date**

12-14-21

**Invoice Charges**

Description	Charges
1 INV# FY22 OR1, SYSTEM MAINTENANCE FEE 30 RADIOS @ \$163.53/EA.	\$4,905.90
2 INV# FY22 OR1, RENEWAL & REPLACEMENT FEE 30 RADIOS @ \$300.00/EA	\$9,000.00

<b>Total Invoice Charges</b>	<b>\$13,905.90</b>
<b>Credit/Payment Applied</b>	<b>\$0.00</b>
<b>Total Amount Due By 12-24-21</b>	<b>\$13,905.90</b>

**Important Customer Information**

Please call the Revenue Division of Finance at 355-3383 for questions regarding this invoice.





# Palm Beach County Facilities Development & Operations Department

2633 Vista Parkway  
West Palm Beach, Fl. 33411-5603  
Phone 561-233-0200 Fax 561-233-0206

**DATE:** December 13, 2021  
**INVOICE #** FY22 OR1  
**FOR:** *Public Safety Radio*  
Yearly Cost

**Bill To:**  
Ocean Ridge

DESCRIPTION	AMOUNT
System Maintenance Fee 30 radios @ \$163.53/ea	\$ 4,905.90
Renewal & Replacement Fee 30 radios @ \$300.00/ea	9,000.00
Credit account # 0001-410-4150-04-4900 \$4,905.90	
Credit account # 3801-411-B209-01-3728 \$9,000.00	
<b>TOTAL</b>	<b>\$ 13,905.90</b>

Make all checks payable to Palm Beach County Board of County Commissioners  
Finance Department  
PO Box 4036  
West Palm Beach, Fl. 33402  
If you have any questions concerning this invoice, contact:  
**Karyn Sykes, 561-233-2011 Email [ksykes@pbcgov.org](mailto:ksykes@pbcgov.org)**

**Town of Ocean Ridge, Florida**  
**Town Commission Agenda Memorandum**  
**Office of the Town Manager, Tracey Stevens**

---

**Meeting Date: January 3, 2022**  
**Subject: Fire/EMS Services Invoice for FY22**

---

Mayor & Commissioners:

The Town is currently under a contract with the City of Boynton Beach for fire/EMS Services.

The attached invoice for one-half of the annual fee for fire/EMS services with the City of Boynton Beach for the current fiscal year in the amount of \$650,276.37 is above the Town Manager's \$10,000 threshold for spending according to our Purchasing Policy, and needs to be approved by the Town Commission. This is a budgeted expenditure.

Staff recommends approval of the invoice in the amount of \$650,276.37.

Respectfully,



Tracey L. Stevens, MMC  
Town Manager & Finance Director

# CITY OF BOYNTON BEACH

(561) 742-6310



RECEIVED

DEC 17 2021

INVOICE  
71565

TO: TOWN OF OCEAN RIDGE  
6450 N OCEAN BLVD  
BOYNTON BEACH, FL 33435

TOWN OF OCEAN RIDGE

INVOICE DATE 12/15/21  
DUE DATE 1/14/22

CUSTOMER/TYPE # 447/565/S

QUANTITY	DESCRIPTION	PRICE	TOTAL
1.00	FIRE SERVICE CONTRACT INSTALLMENT 1 OF 2 - FY22	650,276.37	650,276.37
<b>OK to pay</b> <i>w</i>			
TOTAL DUE:			\$650,276.37

**PAY ONLINE: [WWW.BOYNTON-BEACH.ORG/PAY](http://WWW.BOYNTON-BEACH.ORG/PAY)**

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT.

REMIT TO

CITY OF BOYNTON BEACH  
ATTN: CASHIERS  
P.O. BOX 310  
BOYNTON BEACH

FL 33425-0310

CUSTOMER NAME

TOWN OF OCEAN RIDGE

CUSTOMER/TYPE NUMBER	INVOICE DATE	INVOICE NUMBER	AMOUNT DUE
447/565/S	12/15/21	71565	\$650,276.37

**Town of Ocean Ridge, Florida**  
**Town Commission Agenda Memorandum**  
**Office of the Town Manager, Tracey Stevens**

---

**Meeting Date: January 3, 2022**  
**Subject: Workers' Comp Audit Invoice**

---

Mayor & Commissioners:

The Town goes through a Workers' Comp audit each year, and the results either increase or decrease the Town's premium based on results of the audit. This year, the premium has increased by \$20,497.

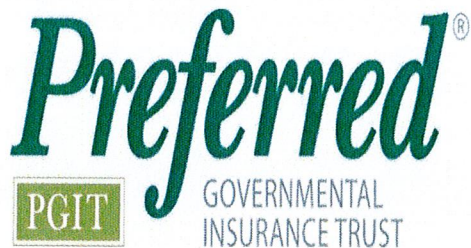
The attached invoice as a result of the audit is above the Town Manager's \$10,000 threshold for spending according to our Purchasing Policy, and needs to be approved by the Town Commission. This is an unbudgeted expenditure that will come out of the contingency line item in the budget.

Staff recommends approval of the invoice in the amount of \$20,497.

Respectfully,



Tracey L. Stevens, MMC  
Town Manager & Finance Director



12/07/2021

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

**Agreement No:** WC FL1 0502017 20-11

Dear Member,

Enclosed please find your Coverage Agreement Final Audit for the coverage period 10/01/2020 to 10/01/2021 and resulting premium notice (invoice).

If there is an additional premium due, please remit payment no later than 30 days from the date of the invoice. If there is a return premium, it will be returned no later than 30 days from the date of this letter.

**Please Note:** We expect full payment of your final audit premium within 30 days. After 45 days of nonpayment a cancellation notice will be sent. If the final audit resulted in a return premium, you should expect payment from our office within 30 days. Should you find any discrepancies we require you to contact our office in writing immediately.

We have used payrolls reported by your staff to Preferred or our onsite auditors. Thank you for supplying the supporting materials timely so that we were able to finalize the billing for the fund year. Please call if you have any questions.

Sincerely,

Carolyn Simpson  
Underwriter  
csimpson@publicrisk.com

CC: Milton Carpenter Insurance Inc.





Workers Compensation  
 Town of Ocean Ridge  
 6450 N. Ocean Blvd.  
 Ocean Ridge, FL 33435

Audit Invoice	
Agent	Milton Carpenter Insurance Inc.
Agreement #	WC FL1 0502017 20-11
Inv Date	12/07/2021
Coverage Term	10/01/2020 – 10/01/2021

Payment Information	
Invoice Summary	\$20,497.00
Due Date	Due Upon Receipt
Amount Enclosed	
Invoice Number	64035

Thank You



Client: Town of Ocean Ridge

Invoice	Invoice Date	Transaction Description	Due Date	Amount
64035	12/07/2021	Agmt # WC FL1 0502017 20-11 10/01/2020 through 10/01/2021		
		Premium	12/07/2021	\$20,497.00
		Total Premium		\$20,497.00
WC - Quarterly				Current Amount Due
				\$20,497.00

**Make Check Payable to Preferred Governmental Insurance Trust**

P.O. Box 958455, Lake Mary, FL 32795-8455

PGIT accounting (321) 832-1456 Fax (321) 832-1496

[accounting@publicrisk.com](mailto:accounting@publicrisk.com)

Administered by Public Risk Underwriters of FL, Inc



**Standard Workers' Compensation  
and Employers' Liability Policy**

Policy Number: WC FL1 0502017 20-11  
 Policy Period: 10/01/2020 to 10/01/2021  
 Coverage By: Preferred Governmental Insurance Trust  
 Producer ID: Milton Carpenter Insurance Inc.  
 Previous Coverage: WC FL1 0502017 19-10  
 Carrier ID: 38849

NAME AND ADDRESS OF INSURED	AGENT
1. Town of Ocean Ridge 6450 N. Ocean Blvd. Ocean Ridge , FL 33435	Milton Carpenter Insurance Inc. 135 SE Avenue C Belle Glade, FL 33430
FEIN: 59-6020337	Risk ID Number:

Locations - All usual work places of the insured at or from which operations covered by this policy are conducted at the above address unless otherwise stated herein:  
 See Attached Schedule.

AUDIT

Policy Loc	Insured Loc	Code	Classifications	Premium Basis	Rate	Premium
FL			<u>Experience Mod</u> 2.13			
			<u>Status</u> FINAL			
			<u>Effective Date</u> 10/01/2020			
0000		7720	POLICE OFFICERS & DRIVERS	\$1,812,625	3.43	\$62,173
			<i>Class Code: 7720 Effective: 10/01/2020 Expired: 09/30/2021</i>			
0000		8810	CLERICAL OFFICE EMPLOYEES NOC	\$315,519	0.17	\$536
			<i>Class Code: 8810 Effective: 10/01/2020 Expired: 09/30/2021</i>			
0000		9015	BUILDING OR PROPERTY MANAGEMENT - ALL OTHER EMPLOYEES	\$90,091	3.89	\$3,505
			<i>Class Code: 9015 Effective: 10/01/2020 Expired: 09/30/2021</i>			
0000		5509	STREET OR ROAD MAINTENANCE OR BEAUTIFICATION & DRIVERS	\$110,024	10.17	\$11,189
			<i>Class Code: 5509 Effective: 10/01/2020 Expired: 09/30/2021</i>			
				\$2,328,259		
			Manual Premium			\$77,403
			Total Manual Premium			\$77,403
			Subject Premium			\$77,403
			Safety Program			(\$1,548)
			Drug-Free Workplace			(\$3,793)
			Total Subject Premium			\$72,062
			Experience Mod		2.13	\$81,430
			Total Modified Premium			\$153,492
			Schedule Rating Factor		0.75	(\$38,373)
			Total Standard Premium			\$115,119
FL			Premium Discount			(\$9,566)
			SubTotal State Level for FL for Period Effective:10/01/2020			\$105,553



**Standard Workers' Compensation  
and Employers' Liability Policy**

Policy Number: WC FL1 0502017 20-11  
 Policy Period: 10/01/2020 to 10/01/2021  
 Coverage By: Preferred Governmental Insurance Trust  
 Producer ID: Milton Carpenter Insurance Inc.  
 Previous Coverage: WC FL1 0502017 19-10  
 Carrier ID: 38849

NAME AND ADDRESS OF INSURED	AGENT
1. Town of Ocean Ridge 6450 N. Ocean Blvd. Ocean Ridge , FL 33435	Milton Carpenter Insurance Inc. 135 SE Avenue C Belle Glade, FL 33430
FEIN: 59-6020337 Risk ID Number:	

Locations - All usual work places of the insured at or from which operations covered by this policy are conducted at the above address unless otherwise stated herein:  
 See Attached Schedule.

AUDIT

Policy Loc	Insured Loc	Code	Classifications	Premium Basis	Rate	Premium
---------------	----------------	------	-----------------	------------------	------	---------





**Standard Workers' Compensation  
and Employers' Liability Policy**

Policy Number: WC FL1 0502017 20-11  
 Policy Period: 10/01/2020 to 10/01/2021  
 Coverage By: Preferred Governmental Insurance Trust  
 Producer ID: Milton Carpenter Insurance Inc.  
 Previous Coverage: WC FL1 0502017 19-10  
 Carrier ID: 38849

NAME AND ADDRESS OF INSURED	AGENT
1. Town of Ocean Ridge 6450 N. Ocean Blvd. Ocean Ridge , FL 33435	Milton Carpenter Insurance Inc. 135 SE Avenue C Belle Glade, FL 33430
FEIN: 59-6020337	Risk ID Number:

Locations - All usual work places of the insured at or from which operations covered by this policy are conducted at the above address unless otherwise stated herein:  
 See Attached Schedule.

Schedule Page 3 of 5

AUDIT

Policy Loc	Insured Loc	Code	Classifications	Premium Basis	Rate	Premium
			Total Audited Premium for Period Effective:10/01/2020			\$115,119
			Premium Discount			(\$9,566)
			Expense Constant			\$160
			Policy Charges / Credits for the Period Effective:10/01/2020			(\$9,406)
			Total Audited Premium for the Period Effective:10/01/2020			\$105,713



**Standard Workers' Compensation  
and Employers' Liability Policy**

Policy Number: WC FL1 0502017 20-11  
 Policy Period: 10/01/2020 to 10/01/2021  
 Coverage By: Preferred Governmental Insurance Trust  
 Producer ID: Milton Carpenter Insurance Inc.  
 Previous Coverage: WC FL1 0502017 19-10  
 Carrier ID: 38849

NAME AND ADDRESS OF INSURED	AGENT
1. Town of Ocean Ridge 6450 N. Ocean Blvd. Ocean Ridge , FL 33435	Milton Carpenter Insurance Inc. 135 SE Avenue C Belle Glade, FL 33430
FEIN: 59-6020337	Risk ID Number:

Locations - All usual work places of the insured at or from which operations covered by this policy are conducted at the above address unless otherwise stated herein:  
 See Attached Schedule.

Schedule Page 4 of 5

**AUDIT**

Policy Loc	Insured Loc	Code	Classifications	Premium Basis	Rate	Premium
			Audited Premium All Locations Excluding Policy			\$115,119
			Charges / Credits:			
			Premium Discount			(\$9,566)
			Expense Constant			\$160
						-----
			Total Audited Policy Charges / Credits			(\$9,406)
						=====
			Audited Policy Period Premium			\$105,713



**Standard Workers' Compensation  
and Employers' Liability Policy**

Policy Number: WC FL1 0502017 20-11  
 Policy Period: 10/01/2020 to 10/01/2021  
 Coverage By: Preferred Governmental Insurance Trust  
 Producer ID: Milton Carpenter Insurance Inc.  
 Previous Coverage: WC FL1 0502017 19-10  
 Carrier ID: 38849

NAME AND ADDRESS OF INSURED	AGENT
1. Town of Ocean Ridge 6450 N. Ocean Blvd. Ocean Ridge , FL 33435	Milton Carpenter Insurance Inc. 135 SE Avenue C Belle Glade, FL 33430
FEIN: 59-6020337 Risk ID Number:	

Locations - All usual work places of the insured at or from which operations covered by this policy are conducted at the above address unless otherwise stated herein:  
 See Attached Schedule.

Schedule Page 5 of 5

AUDIT

Policy Loc	Insured Loc	Code	Classifications	Premium Basis	Rate	Premium
			Total Audited Premium			\$105,713
			Prior Premium			\$85,216
			Premium Change			\$20,497

**Town of Ocean Ridge, Florida**  
**Town Commission Agenda Memorandum**  
**Office of the Town Manager, Tracey Stevens**

---

**Meeting Date: January 3, 2022**  
**Subject: Additional Vacation Accrual for Town Clerk**

---

Mayor & Commissioners:

As you know, the Building Department was short-staffed recently. Town Clerk Armstrong was instrumental in ensuring that Building Department operations continued in the absence of the Building Clerk for a total of seven weeks. This required Karla to work countless overtime hours in which she is not compensated for since she is a salaried employee. Her extra contributions saved the Town a great deal of money, as we did not need to hire a temporary employee or contractor during that time frame. Karla approached this as a learning opportunity to expand her knowledge of Town operations, as opposed to an obstacle, and she should be commended and compensated for this ideology.

I recommend that the Town grant an additional 40 hours of vacation time to Town Clerk Armstrong, and that she be allowed to cash-in these hours if she so chooses.

Respectfully,



Tracey L. Stevens, MMC  
Town Manager & Finance Director



**TORCIVIA, DONLON,  
GODDEAU & RUBIN, P.A.**

701 Northpoint Parkway, Suite 209  
West Palm Beach, Florida 33407-1950  
561-686-8700 Telephone / 561-686-8764 Facsimile  
www.torcivialaw.com

Glen J. Torcivia  
Lara Donlon  
Christy L. Goddeau\*  
Leonard G. Rubin\*

Jennifer H.R. Hunecke  
Susan M. Garrett  
Elizabeth V. Lenihan\*

\*FLORIDA BAR BOARD CERTIFIED  
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

June 15, 2021

Tracey Stevens, Town Manager  
Town of Ocean Ridge  
6450 N Ocean Blvd.  
Ocean Ridge, FL 33435

Re: Opioid Litigation – Proposed MOU with State

Dear Ms. Stevens:

You have requested guidance as to whether the Town of Ocean Ridge should consider entering into a Memorandum of Understanding (“MOU”) proposed by the State of Florida in connection the allocation of proceeds (the “Florida Plan”) from the opioid litigation, as set forth in correspondence dated April 13, 2021 from the Office of the Attorney General. It should be noted that the MOU is a non-binding agreement to participate in the effort to finalize an allocation plan that is substantially similar to the terms proposed.

Since the total amount of the settlement proceeds is not yet known, it is impossible to predict the amount of money each municipality will receive. The length of the payout period is unknown but could range from seven to ten or more years, based on the bankruptcy settlements. As stated in the Attorney General’s letter, “[o]ur current best guess based on projections and assuming total participation, is \$120-\$140M a year for the first few years, \$90-110M a year for the middle years, and then \$60-\$70M a year for the later years of the deal for the State and its subdivisions. Under this hypothetical scenario, the Town of Ocean Ridge’s share would be .0128%, or anywhere from \$1,343 to \$2,493 annually.

Nonetheless, based upon our review of the documentation provided by the Attorney General and the status of the litigation and bankruptcies, we have concluded that agreeing to the terms of the MOU may be advantageous to municipalities in several respects.

First, the proposed Florida Plan provides greater benefits to local governments than the allocations negotiated in the bankruptcies, which will apply in the absence of the MOU. Under

Tracey Stevens, Town Manager  
June 15, 2021  
Page 2

the allocation negotiated in the *Purdue* bankruptcy, there is no city/county fund, and only subdivisions with populations greater than 400,000 will receive any funds directly. Furthermore, the allocations to local governments proposed under the Florida Plan are greater than a *pro rata* allocation based on the proofs of claim filed by the state and local governments. Finally, the proposed allocation under the MOU provides for enhancement of benefits based upon the number of municipalities that agree to participate.

On the other hand, under the MOU, the use of the proceeds is restricted to abatement activities to address the public health crisis caused by opioid addiction. While these may be of great value to the Town of Ocean Ridge, it also means that the funds cannot be used for any other purpose.

Enclosed with this letter you will find a concise summary of key points regarding the proposed MOU. Also enclosed is a set of materials to assist in preparation of the agenda item packet. This includes a proposed resolution authorizing the Town to participate in the MOU and Formal Agreements implementing the unified plan, based upon the Attorney General's template, along with a copy of the MOU and attached "Florida Plan."

Sincerely,



Glen J. Torcivia  
Enclosures

RESOLUTION NO. 2022-01

A Resolution authorizing Town of Ocean Ridge (herein referred to as this "Governmental Unit") to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan.

WHEREAS, the Town of Ocean Ridge has suffered harm from the opioid epidemic;

WHEREAS, the Town of Ocean Ridge recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and Town of Ocean Ridge is a litigating participant in that action;

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, Town of Ocean Ridge, and every other Florida city and county;

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT:

SECTION 1. That this Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

SECTION 3. That the Town Manager is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

SECTION 4. That the Town Manager is hereby authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Resolution to the Florida League of Cities and to:

Attorney General Ashley Moody c/o John M. Guard  
The Capitol,  
PL-01  
Tallahassee, FL 32399-1050

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Adopted this day of \_\_\_\_\_, 2022.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
KRISTINE DE HASETH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SUSAN HURLBURT, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STEVE COZ, COMMISSIONER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GEOFF PUGH, COMMISSIONER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARTIN WIESCHOLEK, COMMISSIONER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Mayor thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

TOWN OF OCEAN RIDGE, FLORIDA

BY: \_\_\_\_\_  
KRISTINE DE HASETH, MAYOR



ATTEST:

BY: \_\_\_\_\_  
KARLA M. ARMSTRONG, TOWN CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
GLEN J. TORCIVIA, TOWN ATTORNEY

## **Opioid Litigation: Proposed MOU with State of Florida – Key Points**

- The proposal was developed by State of Florida and the PEC (Plaintiffs' Executive Committee for the Opioid Multi District Litigation Panel).
- The MOU is a non-binding preliminary agreement to participate in an agreement governing the distribution of settlement proceeds obtained from settlements of opioid litigation with the Cardinal Health, Inc., McKesson Corp. and AmerisourceBergen Corp. (collectively known as "the Distributors") and Johnson & Johnson as well as the Purdue Pharma and Mallinckrodt bankruptcies.
- The proposed allocation plan appears to provide greater potential benefits to local governments than the default allocations that have already been negotiated in the bankruptcy cases and are underway in other cases. Those default plans will be applied unless a different agreement is reached beforehand.
- Under the proposed MOU, there are separate City/County and Regional Funds, in addition to the State fund. Under the default plans, there is no separate City/County fund and all the money flows through regional Managing Entities.
- The proposed MOU allocates 15% of total settlement amounts to the City/County fund; a sliding scale of 30-40% to the Regional Fund; and the remaining 45-55% to the State. According to the State, these percentages are more favorable to the cities and counties than a *pro rata* allocation based on the proofs of claims filed in the bankruptcy cases, where the State's claim was four to five times the aggregate amount of the city and county claims.
- Recipients of the proceeds must use the funds for abatement activities that address the public health crisis of opioid addiction in the community, such as first responder training and prevention programs for youth. This restriction serves to maximize available funds because it affords certain tax benefits to the defendants and also avoids federal clawback/recoupment of substantial portions of the settlement proceeds.
- The proposed MOU also provides for the creation of an expense fund to cover attorney's fees and litigation expenses incurred on behalf of litigating local governments, to the extent not paid by the defendants as part of the negotiated settlement. The expense fund payment is an enhancement based upon a percentage of the City/County fund. As an incentive to participation by the local governments, the payment ranges from 0% (for less than 85% participation) up to 10% (for 96-100% participation).

**PROPOSAL**  
**MEMORANDUM OF UNDERSTANDING**

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based “best practices”;

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties’ agreements, enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties’ agreements.

**A. Definitions**

As used in this MOU:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Municipalities” shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular “Municipality” shall refer to a singular of the Municipalities.

6. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

7. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. “Parties” shall mean the State and Local Governments. The singular word “Party” shall mean either the State or Local Governments.

11. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>

15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. "State" shall mean the State of Florida.

## **B. Terms**

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

- (a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.
- (b) Regional Fund- The regional fund will be subdivided into two parts.
  - (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
  - (ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
  - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
- (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, Florida’s Department of Children and Families (“DCF”), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

- (a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
- (b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
- (c) Appointments State -
  - (i) The Governor shall appoint two Members.
  - (ii) The Speaker of the House shall appoint one Member.
  - (iii) The Senate President shall appoint one Member.
  - (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a two-year term.

- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
- (i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund (“Administrative Costs”) and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with



members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

- (a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.
- (b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

- (c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

- (d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the “Court”). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.
- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government’s share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

## Schedule A

### Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of \_\_\_% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].<sup>1</sup>

#### A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

#### B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

#### C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

#### D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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<sup>1</sup> As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

#### E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

#### F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

#### G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

#### H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

- I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

## Schedule B

### Approved Uses

#### PART ONE: TREATMENT

##### A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:<sup>2</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

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<sup>2</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

### **C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)**

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

#### **D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or



f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

#### **E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## PART TWO: PREVENTION

### **F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

## **G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

## **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

## **PART THREE: OTHER STRATEGIES**

### **I. FIRST RESPONDERS**

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

## Schedule A

### Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of \_\_\_% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].<sup>1</sup>

#### A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

#### B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

#### C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

#### D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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<sup>1</sup> As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

#### E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

#### F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

#### G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

#### H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

#### I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.



## Schedule B

### Approved Uses

#### PART ONE: TREATMENT

##### A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:<sup>2</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

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<sup>2</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

### **C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)**

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

#### **D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

#### **E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## PART TWO: PREVENTION

### **F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or



c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

## **G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

## **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.



## **PART THREE: OTHER STRATEGIES**

### **I. FIRST RESPONDERS**

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**Florida Subdivision Participation Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (“Settling Distributors”), dated July 21, 2021 (“National Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the National Distributor Settlement t, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the National Distributor Settlement or pursuant to terms consistent with the National Distributor Settlement.
2. The Governmental Entity’s election to participate is specifically conditioned on participation by Litigating Subdivisions representing 95% or more of the population (combined) of Litigating Subdivisions in Florida. Should the combined population of the Litigating Subdivisions in Florida that participate be less than 95% of the population (combined) of the Litigating Subdivisions in Florida, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity’s execution of this Participation Agreement shall serve as the Governmental Entity’s acceptance of the terms and conditions of the Florida Opioid Allocation And Statewide Response Agreement dated November 15, 2021.
4. The Governmental Entity shall, within 14 days of the Reference Date prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
5. The Governmental Entity agrees to the terms of the National Distributor Settlement pertaining to Subdivisions as defined collectively therein.

6. By agreeing to the terms of the National Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
7. The Governmental Entity agrees to use any monies it receives through the National Distributor Settlement solely for the purposes provided therein.
8. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the National Distributor Settlement. If the National Distributor Settlement is finalized, the Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the National Distributor Settlement.
9. The Governmental Entity has the right to enforce the National Distributor Settlement as collectively provided therein.
10. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the National Distributor Settlement, including but not limited to, all provisions of Part XI and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the National Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The National Distributor Settlement shall be a complete bar to any Released Claim.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision consistent with the National Distributor Settlement.
12. In connection with the releases provided for in the National Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the National Distributor Settlement.

13. Nothing herein is intended to modify in any way the terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Florida Subdivision Participation Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement with Janssen, dated July 21, 2021 (“National Janssen Settlement”) acting through the undersigned authorized official, hereby elects to participate in the National Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Janssen Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the National Janssen Settlement or pursuant to terms consistent with the National Janssen Settlement.
2. The Governmental Entity’s election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in Florida. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in Florida that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in Florida, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity’s execution of this Participation Agreement shall serve as the Governmental Entity’s acceptance of the terms and conditions of the Florida Opioid Allocation And Statewide Response Agreement dated November 15, 2021.
4. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
5. The Governmental Entity agrees to the terms of the National Janssen Settlement pertaining to Subdivisions as defined therein.
6. By agreeing to the terms of the National Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

7. The Governmental Entity agrees to use any monies it receives through the National Janssen Settlement solely for the purposes provided therein.
8. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the National Janssen Settlement Agreement.
9. The Governmental Entity has the right to enforce the National Janssen Settlement as provided therein.
10. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the National Janssen Settlement, including, but not limited to all provisions of Section IV (Release), of the Janssen Settlement and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the National Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The National Janssen Settlement shall be a complete bar to any Released Claim.
11. In connection with the releases provided for in the National Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether

through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the National Janssen Settlement.

12. Nothing herein is intended to modify in any way the terms of the National Janssen Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Town of Ocean Ridge, Florida**  
**Town Commission Agenda Memorandum**  
**Office of the Town Manager, Tracey Stevens**

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**Meeting Date: January 3, 2022**  
**Subject: Appoint Mayor de Haseth as Town Commission Liaison for Potable Water Contract Negotiations**

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Mayor & Commissioners:

I received a request from Mayor de Haseth to attend the negotiation sessions for the potable water contract with the City of Boynton Beach. In the past, such requests have been approved by a vote of the Town Commission. The most recent example was the appointment of Vice Mayor MaGruder to serve as the Commission Representative to the Coastal Resilience Partnership when the Town was working on the vulnerability assessment.

Approval of this item will appoint Mayor de Haseth as the Town Commission Representative for potable water negotiations with the City of Boynton Beach.

Respectfully,



Tracey L. Stevens, MMC  
Town Manager & Finance Director

**Town of Ocean Ridge, Florida**  
**Town Commission Agenda Memorandum**  
**Office of the Town Manager, Tracey Stevens**

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**Meeting Date: January 3, 2022**  
**Subject: Ordinance 2022-01 – Community Standards**

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Mayor & Commissioners:

The Town Commission recently directed staff to enhance the Code Enforcement procedures of the Town due to several limitations that were found through enforcement of some recent cases.

A committee was formed that was comprised of the Town Manager, Town Attorney, Police Chief, and Building Official. The committee recommends that the Code Enforcement section of the Town Code be changed to Community Standards to align the name with the Town's desire to have all residents, guests, and visitors voluntarily comply with all requirements of the Town's Code. The committee also recommends that some of the enforcement procedures be amended in order to make the procedures more efficient when violations are not voluntarily complied with. This includes the creation of a community standard alternative civil citation process to more effectively and efficiently address violations of the code.

The proposed ordinance, which was adopted by the Town Commission on first reading, is attached for the Commission's review. Staff recommends approval on second reading.

**Suggested Motion: I move to adopt Ordinance No. 2022-01 on second reading.**

Respectfully,



Tracey L. Stevens, MMC  
Town Manager & Finance Director

**ORDINANCE NO. 2022-01**

**AN ORDINANCE OF THE TOWN OF OCEAN RIDGE, FLORIDA, AMENDING CHAPTER 16 OF THE TOWN'S CODE OF ORDINANCES, CODE ENFORCEMENT, BY RENAMING THE CHAPTER TO "COMMUNITY STANDARDS", ADOPTING AMENDMENTS TO THE TOWN'S COMMUNITY STANDARDS PROCEDURES, AND ADOPTING AN ALTERNATIVE COMMUNITY STANDARDS CITATION PROCEDURE AND MAKING OTHER NECESSARY AMENDMENTS; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town's Code of Ordinances at Chapter 16 sets forth the Town's code enforcement procedures consistent with Florida Statutes, which includes a citation procedure for violations of the code of ordinances to be prosecuted in County Court; and

**WHEREAS**, the Town desire to change the name of Chapter 16 to "Community Standards" to align the name with the Town's desire to have all residents, guests and visitors voluntarily comply with all requirements of the code of ordinances; and

**WHEREAS**, the Town also desires to amend some of the enforcement procedures in order to make the procedures more efficient when violations are not voluntarily complied with; and

**WHEREAS**, the Town also desires to create a community standard alternative citation procedure to more effectively and efficiently address violations of the code; and

**WHEREAS**, the alternative procedure is authorized under Chapter 162, Florida Statutes, and the Home Rule Powers Act, section 166.021, Florida Statutes; and

**WHEREAS**, the Town Commission has determined that the enactment of this ordinance is for a proper municipal purpose and in the best interests of the Town.

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

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

**SECTION 2 – Amendment:** Chapter 16, "Code Enforcement", is hereby renamed to "Community Standards".

**SECTION 3 – Amendment:** Chapter 16, "Community Standards", is hereby amended as follows (underline is added; ~~stricken through~~ is deleted):

**Chapter 16 – ~~CODE ENFORCEMENT~~ COMMUNITY STANDARDS**

**Article I. – IN GENERAL~~CODE ENFORCEMENT SPECIAL MAGISTRATE.~~**

**Sec. 16-1. Purpose and intent, applicability and jurisdiction.**

- (a) It is the purpose and intent of this chapter to promote, protect, and improve the general health, safety, and welfare of the town through the creation and use of administrative processes to enforce the town’s code of ordinances as the community standards for all town residents, guests, and visitors.
- (b) This chapter creates the community standards enforcement process consistent with chapter 162, part I, the Local Government Code Enforcement Boards Act, as set forth in sections 162.01 – 162.13, Florida Statutes (as amended from time to time). Under this process, the town authorizes its special magistrate(s) to hold hearings and assess fines against violators of the town’s code of ordinances in accordance with the terms and conditions set forth in this chapter and the Local Government Code Enforcement Boards Act. The jurisdiction of the town’s special magistrate(s) shall be in addition to, and not in lieu of, any other procedures or remedies available to the town to enforce the town’s code of ordinances.
- (c) This chapter also creates a supplemental code enforcement procedure consistent with chapter 162, part II, as set forth in sections 162.21 – 162.30, Florida Statutes (as amended from time to time). Under this procedure, violations of the town’s code of ordinances may be prosecuted in county court. The jurisdiction of the town’s supplemental code enforcement procedure shall be in addition to, and not in lieu of, any other procedures or remedies available to the town to enforce the town’s code of ordinances.
- (d) As an alternative to the process authorized under Chapter 162, Part I, Florida Statutes, and pursuant to sections 162.13 and 162.22, Florida Statutes, this chapter also creates an alternative civil citation process to more effectively and efficiently address violations of the town’s code of ordinances. The jurisdiction of the town’s alternative civil citation process, including the use of the special magistrate in such process, shall be in addition to, and not in lieu of, any other procedures or remedies available to the town to enforce the town’s code of ordinances.

**Article II. – COMMUNITY STANDARDS ENFORCEMENT  
PROCESS~~SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES.~~**

**Sec. 16-12. Special magistrate; establishment; qualifications.**

- (a) There is hereby established a special magistrate, appointed pursuant to F.S. ch. 162, who shall be designated by the town commission as its hearing officer for ~~code-enforcement~~community standards enforcement matters.
- (b) To be eligible for service as a special magistrate, a person must:
  - (1) Be a retired state judge; or
  - (2) Be a member in good standing of the Florida Bar for a minimum of five years.

- (c) Special magistrates shall be appointed by the town commission. If the special magistrate serves other local governments as a special magistrate, the special magistrate shall be appointed to serve in an ex-officio capacity. Such service to other local governments does not create duties inconsistent with serving as a special magistrate to the Town of Ocean Ridge. A special magistrate's term of appointment shall be limited to two years. A special magistrate may be reappointed by the town commission. If a special magistrate is unable to hear a case due to a voting conflict or conflict of interest, the case may be assigned to another special magistrate, who shall also serve in an ex-officio capacity.
- (d) A special magistrate shall preside over ~~code enforcement~~ community standards enforcement matters once a month or more often if necessary.
- (e) A special magistrate shall serve at the pleasure of the town commission and may be removed from service at any time, without cause, by a majority vote of the town commission.
- (f) A special magistrate shall be compensated at a rate to be determined by the town commission.

**Sec. 16-2. Jurisdiction.**

~~The special magistrate shall have jurisdiction and authority to hear and decide alleged violations of the Code of Ordinances except as otherwise provided in the Code of Ordinances or by law. The jurisdiction of the special magistrate shall be in addition to, and not in lieu of, any other procedures or remedies available to the town to enforce its Code of Ordinances.~~

**Sec. 16-3. Enforcement procedures.**

- (a) For purposes of this article, "Community standards officer" means a code inspector as defined in F.S. § 162.04.
- (~~ba~~) The community standards officers ~~code inspectors~~ have the primary duty of enforcing the various codes and initiating community standards enforcement proceedings before the special magistrate. No special magistrate shall have the power to initiate such enforcement proceedings.
- (~~cb~~) Except as provided in {subsections} (c) and (d), if a violation of the codes is found, the community standards officer ~~code inspector~~ shall notify the violator of the violation and give the violator a reasonable time, in light of the nature of the violation, to correct the violation. Should the violation continue beyond the time specified for correction, the community standards officer ~~code inspector~~ shall set a hearing and notify the violator of the hearing as provided herein. Written notice of such hearing shall be hand delivered or mailed as provided in subsection 16-12(a) to the violator. At the option of the special magistrate, notice may additionally be served by publication or posting as provided in subsection 16-12(b). If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the community standards officer ~~code inspector~~, the case may be presented to the special magistrate even if the violation has been corrected prior to the special magistrate hearing, and the notice shall so state.

- (~~de~~) If a repeat violation is found, the community standards officer~~code inspector~~ shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The community standards officer~~code inspector~~, upon notifying the violator of a repeat violation, shall request the special magistrate to set a hearing and to notify the violator of the hearing as provided in section 16-12. The notice shall state that the case may be presented to the special magistrate even if the repeat violation has been corrected prior to the hearing date.
- (~~ed~~) If the code inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety and welfare or if the violation is irreparable or irreversible in nature, the community standards officer~~code inspector~~ shall make a reasonable effort to notify the violator and may immediately notify the special magistrate and request a hearing.
- (~~fe~~) If the owner of property which is subject to an enforcement proceeding before a special magistrate or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:
- (1) Disclose, in writing, the existence and nature of the proceeding to the prospective transferee.
  - (2) Deliver to the prospective transferee a copy of the notices and other materials relating to the community standards~~code~~ enforcement proceeding received by the transferor.
  - (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the community standards~~code~~ enforcement proceeding.
  - (4) File a notice with the community standards officer~~code enforcement official~~ of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five days after the date of the transfer.
  - (5) If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held. Nothing herein shall prevent the town from continuing to prosecute the pending community standards~~code~~ enforcement proceeding to its conclusion against the new owner.

**Sec. 16-4. Duty, authority of town attorney, assistant town attorney to represent town at hearings.**

The town attorney, any assistant town attorney, or any attorney designated by the town attorney shall represent the town and the community standards officers~~code inspector~~ before the special magistrate. They shall present the town case at all formal hearings and shall have prosecutorial discretion including, but not limited to, the right to negotiate a settlement with a violator and present that settlement to the special magistrate for approval, to recommend the disposition of a case to the special magistrate, and to decline to prosecute a case, similar to the discretion exercised by the state attorney in criminal cases.

**Sec. 16-5. Conduct of hearing.**

- (a) Minutes shall be kept of all hearings by the special magistrate, and all hearings and proceedings shall be open to the public. Any person whose interests may be affected by the matter before the special magistrate shall be given an opportunity to be heard.
- (b) The special magistrate shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The special magistrate shall take testimony from the community standards officer ~~code inspector~~ and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.
- (c) At the conclusion of the hearing, the special magistrate shall issue findings of fact, based on evidence of record, and conclusions of law, and shall issue an order affording the proper relief consistent with the powers granted herein. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed and, where provided and authorized in this Code, the cost of repairs may also be included along with the fine if the order is not complied with by the specified date. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns, if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the special magistrate shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.
- (d) Further, if a violation is found, the violator shall be given twenty (20) days within which to request a hearing to challenge the fine amount imposed by the order. If such a hearing is not timely requested and if the violation is not corrected by the time established in the order and/or all costs are not timely paid, the town may record a certified copy of the order in the public records of Palm Beach County and thereafter the order shall constitute a lien under F.S. § 162.09. The hearing to challenge the fine amount imposed by the order shall be requested in writing to the town clerk and shall be limited to a consideration of only those new findings necessary to impose a fine. The violator shall bear the burden of proof at such hearing to show cause why the fine imposed in the order is not appropriate. If a request for hearing to challenge the fine amount is timely received by the town clerk, the special magistrate will set a hearing and notice of the hearing date and time shall be sent by regular U.S. mail to the address provided on the written request for the hearing. All orders entered by the special magistrate at this hearing which impose a fine and/or costs may be recorded in the public records of Palm Beach County and thereafter the orders shall constitute a lien under F.S. § 162.09.
- (e) If the town prevails in prosecuting the case before the special magistrate, it shall be entitled to recover all costs incurred in prosecuting the case before the special magistrate and in any appeals from the special magistrate's order.

**Sec. 16-6. Evidence.**

- (a) All relevant evidence shall be admitted at special magistrate hearings if in the opinion of the special magistrate it is the type of evidence upon which reasonable and responsible persons would normally rely in the conduct of business affairs, regardless of the existence of any common law or statutory rule which might make such evidence inadmissible over objections in civil actions. The special magistrate may exclude irrelevant or unduly repetitious evidence.
- (b) Hearsay evidence may be accepted for the purpose of supplementing or explaining any direct evidence, but such hearsay evidence shall not in and of itself be considered sufficient to support a finding or decision unless the evidence would be admissible over objections in a civil action.
- (c) Each party to the hearing shall have the right to:
  - (1) Call and examine witnesses;
  - (2) Introduce exhibits;
  - (3) Cross examine opposing witnesses;
  - (4) Impeach witnesses;
  - (5) Rebut evidence.
- (d) The violator may be represented by an attorney.
- (e) The violator or the town may cause the proceedings to be recorded by a certified court reporter or other certified recording instrument.

**Sec. 16-7. Subpoena powers; procedure for serving.**

The town or town attorney, or the alleged violator, may request the special magistrate to issue subpoenas for witnesses and records. Subpoenas shall be served by the party requesting the subpoena as required by applicable law. ~~officers of the towns public safety department.~~

**Sec. 16-8. Special magistrate decisions and enforcement orders.**

- (a) Every enforcement order of the special magistrate shall be final subject to the right of the town or the violator to appeal a ruling or order of the special magistrate by certiorari in the Circuit Court of the Fifteenth Judicial Circuit of Florida in and for the county. An appeal shall be filed within 30 days of the rendition of the order to be appealed.
- (b) Every enforcement order of the special magistrate shall be in writing and shall include findings of fact and conclusions of law.
- (c) Every enforcement order shall be signed by the special magistrate and shall be filed in the office of the town clerk. A copy of the signed order shall be sent by certified mail, return receipt requested, to the violator.



**Sec. 16-9. Administrative fines; costs of repair; liens.**

- (a) Generally. The special magistrate may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the community standard officer.
- (b) Amount of fines.
- (1) A fine imposed pursuant to this section shall not exceed two hundred fifty dollars (\$250.00) per day for a first violation and shall not exceed five hundred dollars (\$500.00) per day for a repeat violation, and, in addition, may include all costs of repairs incurred in accordance with this article. However, if a special magistrate finds the violation to be irreparable or irreversible in nature, the special magistrate may impose a fine not to exceed five thousand dollars (\$5,000.00) per violation.
  - (2) In determining the amount of the fine, if any, the special magistrate shall consider the following factors:
    - a. The gravity of the violation;
    - b. Any actions taken by the violator to correct the violation; and
    - c. Any previous violations committed by the violator.
  - (3) A special magistrate may reduce a fine imposed pursuant to this section, as provided in section 16-10.
- (c) Costs related to the prosecution of code compliance cases. Costs incurred by the town in the successful prosecution of a community standards case shall be assessed against the violator pursuant to F.S. § 162.07(2). The amount of these costs shall be set from time to time by resolution of the town commission. Such costs may be included in the lien authorized under this section.
- (d) Fine imposed. A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against personal property, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien or in a suit to recover a money judgment, pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the town, and the town commission may authorize the town manager to execute a release of lien. After three (3) months from the filing of any such lien which remains unpaid, the special magistrate may authorize the town attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real property which is homestead under Section 4, Article X of the Florida State Constitution.

The special magistrate, upon notification by the code inspector that an order of the special magistrate has not been complied with by the set time or, upon finding that a repeat violation has been committed, may order the violator to pay a fine provided in [subsection] (b) for each day the violation continues past the date set by the special magistrate for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is determined to have occurred by the code inspector. In addition, if the special magistrate finds that the violation is one that presents a serious threat to the public health, safety and welfare or if the violation is irreparable or irreversible in nature, or if the violation is a violation for which any provisions of this Code authorize the town to make reasonable repairs, improvements or maintenance on the property of the violator, the special magistrate shall notify the town manager, who may make all reasonable repairs, improvements or maintenance which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs, improvements or maintenance, along with the fine imposed pursuant to this section. Making such repairs, improvements or maintenance does not create a continuing obligation on the part of the town to make further repairs or to improve or maintain the property and does not create any liability against the town for any damages to the property if such repairs, improvements or maintenance were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this division, the code inspector shall provide notice to the violator as set forth in section 16-12 and a fine assessment hearing will be conducted. If, after due notice and hearing, the special magistrate finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as specified in subsection (b).

- (b) A fine imposed pursuant to this section shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (a). However, if the special magistrate finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000.00 per violation.
- (c) In determining the amount of the fine, if any, the special magistrate shall consider the following factors:
  - (1) The gravity of the violation;
  - (2) Any actions taken by the violator to correct the violation; and
  - (3) Any previous violations committed by the violator.
- (d) The special magistrate may reduce a fine imposed pursuant to this section, as provided in section 16-10.
- (e) Costs incurred by the town in the successful prosecution of a case shall be assessed against the violator pursuant to F.S. § 162.07(2). The amount of these costs shall be set from time to time by resolution of the town commission. Such costs may be included in the lien authorized under this section.
- (f) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator within the county in which the lien is recorded. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this section shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever

~~occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the town commission and the town commission may execute a satisfaction or release of lien entered pursuant to this section and may settle a lien. After three months from the filing of any such lien which remains unpaid, the special magistrate may authorize the town attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest; provided, however, actions for money judgments pursuant to this chapter may be pursued only on fines levied after October 1, 2000. No lien created pursuant to the provisions of this division may be foreclosed on real property which is a homestead under section 4, article X of the state Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under section 4(a), article X, of the state Constitution.~~

**Sec. 16-10. Procedure to request that a fine or lien imposed be reduced; conditions and criteria therefor.**

- (a) The owner ~~or occupant~~ of real property against which a fine has been imposed pursuant to section 16-5 or 16-9 may apply to the special magistrate for reduction in cases where the order imposing a fine has not yet been recorded.
- (b) Where recording of the lien has already occurred the owner ~~or occupant~~ of real property against which a fine or lien has been imposed pursuant to section 16-5 or 16-9 must apply to the town commission in order to satisfy or release a lien for less than full payment of the fine and additional interest and costs assessed. No such application shall be considered until the owner applicant has first shown that:
- (1) All ad valorem property taxes, special assessments, town utility charges and other government-imposed fees, charges, taxes and liens against the subject real property have been paid.
  - (2) The owner applicant is not personally indebted to the town for any reason.
  - (3) The real property at issue and any other real property owned by the owner in the town is in total compliance with the town's code of ordinances. All town code violations have been corrected under necessary permits issued therefor.
- (~~b~~c) Applications for relief under this section shall be made to the special magistrate, through the town, for any fine imposed pursuant to section 16-5 or 16-9 which has not yet been recorded in the office of the clerk of the circuit court and has not yet become a lien. Once a fine imposed pursuant to section 16-5 or 16-9 has been recorded in the office of the clerk of the circuit court and has become a lien, the special magistrate shall have no authority to reduce or compromise said fine. Once a fine imposed pursuant to section 16-5 or 16-9 has been recorded in the office of the clerk of the circuit court and has become a lien, the applicant may apply to the town commission for relief under this section.
- (~~e~~d) In considering an application to reduce a fine or lien imposed pursuant to section 16-5 or 16-9, no satisfaction thereof shall be approved by the special magistrate or town commission, as appropriate, with less than full payment thereof, unless the special magistrate or town commission, as appropriate, shall make a specific finding that no violation of any ordinance of this Code exists on the subject real property.

- (de) The balance of any fine or lien imposed pursuant to section 16-5 or 16-9 that is reduced by the special magistrate or town commission, as appropriate, shall be paid on such terms as approved by the special magistrate or town commission, as appropriate.
- (ef) If the property for which an application for a fine reduction is being considered is owned by a governmental or quasi-governmental entity, the special magistrate or town commission, as appropriate, may reduce such fine even if the violation has not been corrected.

### **Sec. 16-11. Duration of lien.**

No lien provided under this article shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action is commenced pursuant to subsection 16-9(e) in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee that it incurs in the action. The town commission shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien effected by the commencement of the action shall not be good against subsequent creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

### **Sec. 16-12. Notices.**

- (a) All notices required by this article shall be provided to the alleged violator by:
- (1) Certified mail, and at the option of the town return receipt requested, provided if such notice is sent under this subsection to the owner of the property in question at the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database. The town may also provide an additional notice to any other address it may find for the property owner. and at any other address provided to the town by such owner. For property owned by a corporation, notice may be provided by certified mail to the registered agent of the corporation. If any notice sent by certified mail is not signed as received within 30 days after the postmarked date of mailing and is returned as unclaimed or refused, notice may be provided by posting as described in subsection (b)(2) and by first-class mail directed to the addresses furnished to the town with a properly executed proof of mailing or affidavit confirming the first class mailing; or
  - (2) Hand delivery by the sheriff or other law enforcement officer, community standards officer-code inspector, or other person designated by the town commission; or
  - (3) Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or
  - (4) In the case of commercial premises, leaving the notice with the manager or other person in charge.
- (b) In addition to providing notice as set forth in subsection (a) at the option of the special magistrate, notice may also be served by publication or posting, as follows:
- (1) Such notice shall be published once during each week for four consecutive weeks, four publications being sufficient, in a newspaper of general circulation in the county. The newspaper shall meet such requirements as are prescribed under F.S.

ch. 50, for legal and official advertisements. Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.

- (2) In lieu of publication as described in subsection (b)(1), such notice may be posted at least ten days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at town hall. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.
  - (3) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under [subsection] (a) above.
- (c) Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (a), together with proof of publication or posting as provided in [subsection] (b), shall be sufficient to show that the notice requirements of this article have been met, without regard to whether or not the alleged violator actually received such notice.

### **ARTICLE III. – SUPPLEMENTAL CODE ENFORCEMENT COMMUNITY STANDARDS ENFORCEMENT PROCEDURES**

#### **Sec. 16-21. - Enforcement; civil infraction.**

It is hereby declared that a violation of this Code is a civil infraction subject to enforcement as set forth in this article.

#### **Sec. 16-22. – Community standards~~code enforcement~~ officers.**

For purposes of this article, all town code inspectors, community standards officers, law enforcement officers, fire safety inspectors, building official, building inspectors, and public safety officers, including the police chief, are hereby designated community standard ~~code enforcement~~ officers with the authority to enforce the provisions of this article as set forth hereafter.

#### **Sec. 16-23. – County court ~~C~~itations.**

- (a) A community standard ~~code enforcement~~ officer is authorized to issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted code or ordinance of the town, and that the county court will hear the charge.
- (b) Prior to issuing a citation, a community standard ~~code enforcement~~ officer shall provide notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than 30 days. If, upon personal investigation, a community standard ~~code enforcement~~ officer finds that the person has not corrected the violation within the time period, a community standard ~~code enforcement~~ officer may issue a citation to the person who has committed the violation. A community standard ~~code~~

~~enforcement~~ officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is found or if the community standard ~~code enforcement~~ officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.

- (c) A citation issued by a community standard ~~code enforcement~~ officer shall be in a form prescribed by the county or the municipality and shall contain:
  - (1) The date and time of issuance.
  - (2) The name and address of the person to whom the citation is issued.
  - (3) The date and time the civil infraction was committed.
  - (4) The facts constituting reasonable cause.
  - (5) The number or section of the code or ordinance violated.
  - (6) The name and authority of the community standard ~~code enforcement~~ officer.
  - (7) The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
  - (8) The applicable civil penalty if the person elects to contest the citation.
  - (9) The applicable civil penalty if the person elects not to contest the citation.
  - (10) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived his right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.
  
- (d) After issuing a citation to an alleged violator, a community standard ~~code enforcement~~ officer shall deposit the original citation and one copy of the citation with the county court.
  
- (e) Any person who willfully refuses to sign and accept a citation issued by a community standard ~~code enforcement~~ officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or F.S. § 775.083.

**Sec. 16-24. Penalties.**

- (a) If a person elects to contest a citation issued pursuant to this article, he or she shall be subject to a fine of up to \$500.00 upon a finding of violation by the county court.
- (b) If a person elects not to contest the citation issued pursuant to this article, he or she shall be required to pay a civil penalty in accordance with the following schedule:

Offense	Amount
First	\$ 25.00
Second	100.00
Third	250.00
Fourth and all subsequent	500.00

The schedule of fines and penalties set forth in this subsection (b) shall apply to all violations of the Code of Ordinances except as otherwise specifically provided within the town's Code of Ordinances.

**Sec. 16-25. Inapplicability to building codes.**

The provisions of this article shall not apply to the enforcement pursuant to F.S. §§ 553.79 and 553.80 of building codes adopted pursuant to F.S. § 553.73, as they apply to construction, provided that a building permit is either not required or has been issued by the county or the town. For the purposes of this section, building codes means only those codes adopted pursuant to F.S. § 553.73.

**~~Sec. 16-26. Additional means of enforcement.~~**

~~The provisions of this article are additional and supplemental means of enforcing town codes or ordinances, and may be used for the enforcement of any code or ordinance, or for the enforcement of all codes and ordinances. Nothing contained in this article shall prohibit the town from enforcing its codes or ordinances by any other means.~~

**ARTICLE IV. - ALTERNATIVE CITATION PROCESS**

**Sec. 16-30. – Definitions.**

These words, terms and phrases, when used in this article will mean the following:

Person means individuals, firms, associations, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups or combinations.

Reasonable cause means that the community standards officer has an objective well-founded, reasonable belief that a person is committing, has committed, or is attempting to commit, a violation of the code or that a violation otherwise exists or existed at a property.

Repeat violation means a violation of a provision of a code or ordinance by a person who has been previously found, by a special magistrate or other quasi-judicial or judicial process, to have violated or who has admitted violating, the same provision within five years prior to the violation, notwithstanding that the violations occurred at different locations.

Violator means any person who owns the real property upon which a violation occurs or exists or has occurred or existed and/or any person who is otherwise responsible for the violation (e.g., a tenant). This provision shall be construed to impose joint and several liability, regardless of fault and regardless of knowledge of the violation, upon all such interested persons.

**Sec. 16-31. – Special magistrate citation form; payment; compliance.**

(a) Citation. A community standards officer as defined in section 16-22 is authorized to issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted code or ordinance for which the town commission has set specific fines, fees, and costs pursuant to an adopted ordinance or resolution. The officer may issue the violator a courtesy notice or a code citation. The code citation shall include the following:

- (1) The date and time of issuance;
- (2) The name and address of the person to whom the citation is issued;
- (3) The date and time the violation was committed, if known.

- (4) The address of the violation;
  - (5) The ordinance number or section of the code violated;
  - (6) A short factual statement constituting reasonable cause;
  - (7) A date for compliance, if applicable;
  - (8) A date for a special magistrate hearing and requiring the violator to appear at the hearing if the violator fails to comply the property or pay the fine by the time established in the code citation;
  - (9) Applicable fines and penalties;
  - (10) A statement that if the person fails to pay the civil penalty within the time allowed and fails to appear at the special magistrate hearing to contest the citation, the person shall be deemed to have waived the right to contest the citation and that judgment may be entered against the person for an amount up to the maximum civil penalty plus costs; and
  - (11) The name of the community standards officer.
- (b) Payment. The violator may elect to pay the fine and costs as provided on the citation, or may appear before the special magistrate at the designated hearing date and time. If the fine and/or costs provided for on the citation are not timely paid and the special magistrate finds that a violation occurred, the violator will be subject to further administrative costs and fees. Once the fine and/or the costs are paid, it is deemed to be conclusive proof of the violation for the purposes of establishing a later repeat violation, as defined in this chapter.
- (c) Compliance. If the violator fails to comply by the established time in the citation, the violator may be subject to daily fines as determined at a hearing by the special magistrate. The hearing will proceed regardless of whether the violator attends, unless otherwise agreed to by the parties or as otherwise ordered by the special magistrate.

**Sec. 16-32. – Special magistrate citation procedures.**

- (a) Notice. The citation shall be provided to the violator in accordance with section 16-12 of the Code.
- (b) Special magistrate hearing. The special magistrate hearing shall be in accordance with sections 16-5 through 16-8 of the Code.

**SECTION 4 - Codification:** The ordinance shall be codified in the Code of Ordinances of the Town of Ocean Ridge, Florida.

**SECTION 5 - Repeal of Conflicting Ordinances:** All ordinances, resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed.

**SECTION 6 - 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 7 - Effective Date:** This Ordinance shall become effective immediately upon adoption.



FIRST READING this 6<sup>th</sup> day of December, 2021.

SECOND AND FINAL READING this 3<sup>rd</sup> day of January, 2022.

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

KRISTINE DE HASETH, Mayor \_\_\_\_\_

SUSAN HURLBURT, Vice Mayor \_\_\_\_\_

STEVE COZ, Commissioner \_\_\_\_\_

GEOFF PUGH, Commissioner \_\_\_\_\_

MARTIN WIESCHOLEK, Commissioner \_\_\_\_\_

The Mayor thereupon declared this Ordinance approved and adopted by the Town Commission of the Town of Ocean Ridge, Florida, on second reading, this 3<sup>rd</sup> day of January, 2022.

TOWN OF OCEAN RIDGE, FLORIDA

BY: \_\_\_\_\_  
Kristine de Haseth, Mayor

ATTEST: \_\_\_\_\_  
Karla Armstrong, Town Clerk

**Town of Ocean Ridge, Florida**  
**Town Commission Agenda Memorandum**  
**Office of the Town Manager**

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**Meeting Date: January 3, 2022**  
**Subject: Resolution No. 2022-02, Amending the Town Fee Schedule**

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Mayor & Commissioners:

The Town's fee schedule has been amended to add a section for community standards citations, as a supplement to Ordinance No. 2022-01 which adopts an alternative community standards citation process. Proposed revisions are attached for your review as "Appendix A", with the amendments highlighted in yellow.

**Suggested Motion: I move to adopt Resolution No. 2022-02, amending the Town Fee Schedule effective immediately.**

Respectfully,



Tracey L. Stevens, MMC  
Town Manager & Finance Director

**RESOLUTION NO. 2022-02**

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

**WHEREAS**, pursuant to requests from Town staff, the Town Commission has determined there is a need to amend the adopted Schedule of Fees, attached hereto and incorporated herein as "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.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
KRISTINE DE HASETH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SUSAN HURLBURT, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STEVE COZ, COMMISSIONER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GEOFFREY PUGH, COMMISSIONER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARTIN WIESCHOLEK, COMMISSIONER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Mayor thereupon declared the Resolution duly passed and adopted this 3<sup>rd</sup> day of January, 2022.

TOWN OF OCEAN RIDGE, FLORIDA

BY: \_\_\_\_\_  
Kristine de Haseth, Mayor

ATTEST:

BY: \_\_\_\_\_  
Karla M. Armstrong, Town Clerk



**TOWN OF OCEAN RIDGE  
FEE SCHEDULE**

DESCRIPTION	FEE	CODE SECTION
<b><u>TOWN CLERK</u></b>		
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	\$ 50.00	66-161
GARAGE SALE PERMIT	\$ -	2-256
GARBAGE & RECYCLING FEE, ANNUAL, SINGLE-FAMILY	\$ 260.00	
GARBAGE & RECYCLING FEE, ANNUAL, MULTI-FAMILY	\$ 182.00	
GARBAGE & RECYCLING LATE FEE, PER QUARTER	\$ 25.00	
LIEN RECORDING FEE	\$ 30.00	
LIEN SATISFACTION RECORDING FEE	\$ 30.00	
LIEN SEARCH	\$ 30.00	
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
PRD AMENDMENT	\$ 1,500.00	63-131
RENTAL REGISTRATION, PER APPLICATION	\$ 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	\$ 1,500.00	63-131
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
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
<b><u>BUILDING DEPARTMENT</u></b>		
SEE APPENDIX "B"		
<b><u>FACILITY USE</u></b>		
DAMAGE DEPOSIT, REFUNDABLE (ALCOHOL/HIGH RISK EVENT INSURANCE REQUIRED)	\$ 200.00	
ROOM SETUP BY TOWN STAFF, PER HOUR	\$ 25.00	
ROOM TEAR DOWN BY TOWN STAFF, PER HOUR	\$ 25.00	
POLICE SERVICES/PARKING CONTROL, PER HOUR	\$ 55.00	
POLICE SERVICES/PARKING CONTROL, PER HOUR HOLIDAY	\$ 60.00	



**TOWN OF OCEAN RIDGE  
FEE SCHEDULE**

DESCRIPTION	FEE	CODE SECTION
POLICE VEHICLE, PER HOUR	\$ 15.00	
<b><u>PUBLIC RECORDS REQUEST (TOWN HALL &amp; POLICE DEPT)</u></b>		
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	\$ 20.00	
ADMIN TIME PER HR AFTER 15 MINUTES FOR PUBLIC WORKS DEPT PERSONNEL	\$ 25.00	
EMAIL EXTRACTION OR OTHER I/T SEARCHES, PER HR	\$ 105.00	
RECORDS IN POSSESSION OF TOWN ENGINEER, PER HR	\$ 150.00	
RECORDS IN POSSESSION OF TOWN ATTORNEY, PER HR	\$ 190.00	
CD	\$ 1.00	
USB	\$ 8.00	
<b><u>POLICE</u></b>		
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	\$ 55.00	
POLICE SERVICES/PARKING CONTROL, PER HOUR PREMIUM RATE	\$ 60.00	
POLICE SERVICES/PARKING CONTROL, PER HOUR HOLIDAY	\$ 110.00	
POLICE VEHICLE, PER HOUR	\$ 15.00	
<b><u>CODE ENFORCEMENT HEARING ADMIN COSTS</u></b>		
CODE ENFORCMENT HEARING FEE	\$ 100.00	
CODE OFFICER, PER HOUR	\$ 30.00	
BUILDING OFFICIAL, PER HOUR	\$ 36.00	
ZONING OFFICIAL, PER HOUR	\$ 45.00	
CODE ENFORCEMENT CLERK, PER HOUR	\$ 34.00	
INSPECTION PHOTOGRAPHS, EACH	\$ 2.00	
POSTAGE	ACTUAL COST	



**TOWN OF OCEAN RIDGE  
FEE SCHEDULE**

DESCRIPTION	FEE	CODE SECTION
<b>CODE ENFORCEMENT FINES</b>		
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
<b>COMMUNITY STANDARDS CITATIONS</b>		
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
<b>DUMPSTER COVER VIOLATIONS</b>		
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	
<b>OVERGROWN LOT ON CONSTRUCTION SITE</b>		
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	
<b>CONSTRUCTION SITE PARKING</b>		
CONSTRUCTION SITE PARKING, FIRST OFFENSE	\$ 50.00	
CONSTRUCTION SITE PARKING, SECOND OFFENSE	\$ 100.00	
CONSTRUCTION SITE PARKING, THIRD + OFFENSE	\$ 250.00	
<b>CONSTRUCTION SITE WORK HOURS</b>		
CONSTRUCTION SITE WORK HOURS, FIRST OFFENSE	\$ 50.00	
CONSTRUCTION SITE WORK HOURS, SECOND OFFENSE	\$ 100.00	
CONSTRUCTION SITE WORK HOURS, THIRD + OFFENSE	\$ 250.00	
<b>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:</b>		
POD WITHOUT APPROVAL		
OVERNIGHT PARKING		



**TOWN OF OCEAN RIDGE  
FEE SCHEDULE**

DESCRIPTION	FEE	CODE SECTION
U-HAUL/COMMERCIAL VEHICLES		
BOATS/TRAILERS		
SIGNAGE VIOLATION (NON-CONTRACTOR)		
DOG ON BEACH		
TRASH VIOLATION		
OVERGROWN LOT - NON-CONSTRUCTION SITE		
<b><u>GENERAL GOVERNMENT</u></b>		
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

Effective 9/6/2018

Amended 1/7/2019, 4/1/2019, 10/7/2019, 3/2/2020, 4/5/2021, 8/2/2021, 1/3/2022





700 US Highway One, Suite C  
North Palm Beach, FL 33408  
561-863-2722

## MEMORANDUM

To: Tracey Stevens, Town Manager  
Town of Ocean Ridge

From: Corey W. O’Gorman, AICP  
Town Planner

Re: Joint Workshop  
Special Exception/Admin Variance

Date: December 21, 2021

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At the joint workshop of the Town Commission and the Planning & Zoning Board on October 12, 2021 one of the items discussed was the ability to grant relief from setback requirements for additions to existing grandfathered structures through an administrative special exception or administrative variance.

At their regular meeting of December 20, 2021, the Planning & Zoning Board considered the information below regarding special exceptions and administrative variances as well as the attached draft code revisions prepared by the Town Attorney to allow additions to grandfathered structures by administrative variance. The Planning & Zoning Board voted unanimously to recommend approval of the attached draft code revisions.

Regarding the above, following is a review of existing Town of Ocean Ridge code language for special exceptions and administrative variance:

Section 1.3 of the Town Code defines “Special Exception” as “a use that would not be appropriate generally or without restriction throughout the zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would promote the public health, safety, welfare, morals, order, comfort, convenience, appearance or prosperity, is permissible. Such uses may be permitted in such zoning districts as special exceptions as outlined in the applicable zoning district.”

Sections 64-1, 64-2, and 64-3 includes lists of “special exception” uses in the various zoning districts to include such things as public and private utility uses, private recreation facilities and clubs, houses of worship, and marina facilities.

Section 1.3 of the Town Code defines “Variance” as “a grant of relief from the requirements of this Code which permits construction in a manner otherwise prohibited by this Code where literal enforcement would result in unnecessary hardship and where the other criteria for issuance of a variance are satisfied.”

In addition to the above, Town Code section 63-117(d)(1)a, Administrative Variance; Criteria, currently makes provisions for an administrative process to enable the granting of relief for grandfathered structures.

Consequently, in consideration of existing Town code language and provisions, and discussion at the joint workshop, the relief sought could be accomplished through amendment to the existing Town Code section for administrative variances rather than use of an administrative special exception inasmuch as special exceptions address uses of land rather than minimum development standards.

**ORDINANCE NO. 2022-02**

**AN ORDINANCE OF THE TOWN OF OCEAN RIDGE, FLORIDA, AMENDING ITS CODE OF ORDINANCES, LAND DEVELOPMENT CODE, CHAPTER 63, GENERAL AND ADMINISTRATIVE PROVISIONS, ARTICLE VII, NONCONFORMING AND GRANDFATHERED USES, SECTION 63-117, GRANDFATHERED USES, LOTS AND STRUCTURES, TO CLARIFY AND UPDATE THE ADMINISTRATIVE VARIANCE PROCEDURE FOR GRANDFATHERED STRUCTURES AND FOR OTHER PURPOSES; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town’s Land Development Code has an administrative variance procedure for grandfathered structures in section 63-117; and

**WHEREAS**, the Town recently reviewed section 63-117 and found some areas within the procedure that need to be clarified and updated;

**WHEREAS**, the Town Commission desires to maintain the administrative variance procedure for grandfathered structures but recognizes the need to clarify and update the procedure; and

**WHEREAS**, the Town Commission has determined that the enactment of this ordinance to clarify and update the administrative variance procedure for grandfathered structures is for a proper public purpose and in the best interests of the Town.

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

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

**SECTION 2 – Amendment:** The Town’s Land Development Code, Chapter 63 “General and Administrative Provisions”, Article VII, “Nonconforming and Grandfathered Uses”, Section 63-117, “Grandfathered Uses, Lots and Structures”, is hereby amended as follows (underline is added; ~~stricken through~~ is deleted):

**Sec. 63-117. - Grandfathered uses, lots and structures.**

(d) *Grandfathered structures.*

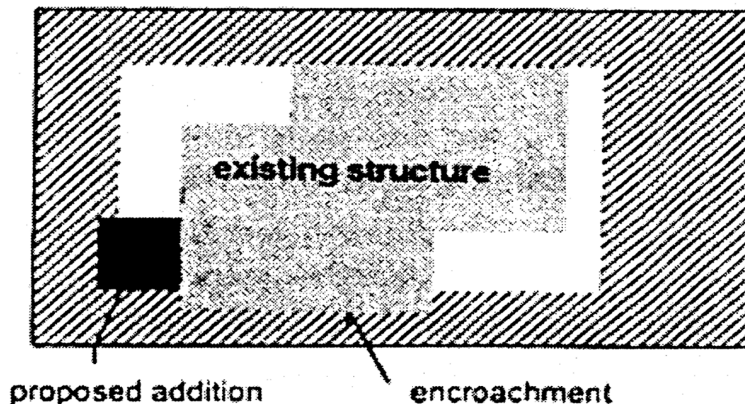
(1) Where a lawful structure exists at the effective date of adoption or amendment of this land development code, and it could not be built under the terms of this land development code by reason of restrictions on area, lot coverage, height, yards, location on the lot or other property development regulations or requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

~~(1a.)~~ *Alteration, extension, enlargement or expansion.* No alteration, extension, enlargement or expansion of a grandfathered structure shall be permitted in a way which increases its noncompliance with present property development regulations of the land use (zoning) district in which it is located, but any grandfathered structure or portion thereof may be altered to decrease its noncompliance with present property development regulations of the land use (zoning) district in which it is located. For purposes of altering, extending, enlarging or expanding a grandfathered structure which is being or was previously used for commercial purposes, which commercial purposes include or included a residential-type component, in order to develop a multifamily structure, the landowner must comply with all other existing zoning criteria and may not increase the existing nonconformance. Furthermore, subject to the approval of the town commission, the landowner may be permitted to exceed the existing allowable density in the multifamily zoned areas of the town so long as it reduces the number of existing units by at least 50 percent (fractional units to be rounded up). The number of permitted units shall then be deemed the allowable grandfathered density on said property. It is further provided that any development of property pursuant to this section must be approved and developed pursuant to the planned residential development provisions of chapter 64 of the town's Code subject to the following:

~~a. *Administrative variance; criteria.* Notwithstanding the above, the administrative official may grant an administrative variance to the yard setback requirements, such that total area occupied or to be occupied by all existing and proposed structures and accessory structures, shall not~~

~~encroach into the required yard setbacks by accumulative total area of more than five percent of the property's total setback area. The administrative official may also grant administrative variances from the accumulative totals of each of the other land development dimensional regulations, not to exceed five percent over the current regulations. In addition, no administrative variance shall be granted by the administrative official, and no structure shall be permitted to encroach within ten feet of any side property line, as a result of this administrative process. Upon the proper filing of an application for an administrative variance, the administrative official shall cause public notice to be given as provided in section 63-32(c)(1) of this Land Development Code. Such notice shall indicate the nature of the variance requested and shall provide not less than 15 days for comment by the public, prior to the granting of a variance. A complete application, with all attachments, requesting a legally permissible variance, along with a money deposit for publication of public notice, and an administrative review fee, in an amount established by the town commission, shall be submitted to the town clerk. Within five days of receipt by the town clerk, the application and all documentation may be reviewed by the town attorney for legal sufficiency. Only upon the expiration of the five days, without action by the town attorney, or upon a finding of being legally sufficient, shall the application be deemed properly "filed." The denial or granting of such administrative variance shall conform to the criteria in section 63-91 of this Land Development Code, and the denial of an administrative variance may be appealed to the board of adjustment, by written request, filed with the town clerk not more than ten days following the rendering of a written decision by the administrative official. Such appeal shall be a de novo hearing before the board of adjustment for the granting of a variance.~~

*[The following example of an existing structure is deleted and moved below]*



~~(The example above shows a typical 50-foot × 80-foot lot with the current setbacks as dashed lines, the total required setback is cross-hatched, the existing building is in light gray, and a proposed room addition in dark gray. The total area of the setbacks is 4,400 square feet, and the total encroachment of the existing building is 30 feet × five feet or 150 square feet. Using a five percent maximum, the administrative official could grant an administrative variance for a total of 220 square feet, or an additional 70 square feet of encroachment. As depicted, the proposed addition would encroach an additional two feet × 15 feet or 30 square feet. So, the addition could be permitted by the administrative official.)~~

- i. The minimum area requirement of subsection 64-22(1) shall not apply;
- ii. The allowable density as provided for in subsection 64-24(a) shall be modified as set forth herein;
- iii. Subsection 64-24(d) shall not apply;
- iv. The minimum yard setback requirements of subsection 64-24(f)(1) shall not apply. Instead, the minimum yard setback requirements of the applicable zoning district shall govern;
- v. The maximum building height of 44 feet set forth in subsection 64-24(f)(4) shall, in RMM zoning districts, be reduced to the permissible height as set forth in subsection 64-2(~~de~~)(3).

~~(2b.)~~ *Replacement, restoration and reconstruction.* If any existing grandfathered structure, as provided for in this subsection, is destroyed by any nonvoluntary means, including fire, flood, wind, explosion, act of God, or act of a public enemy, such structure shall be permitted to be replaced, restored or reconstructed as it had previously existed prior to its destruction according to the property development regulations in effect at the time of its original construction and any permitted additions thereto, except that such replacement, restoration and reconstruction can only occur in compliance with those building, plumbing, electrical, gas, fire and other construction and safety related regulations of the town in effect at the time of application for a permit to allow replacement, restoration or reconstruction. In no event shall the destroyed grandfathered structure be so replaced to a degree or level greater than the original structure as to height, lot coverage, total floor area, yard setback requirements or other applicable property development regulations at the time of original construction, without the granting of a variance. Moreover, if any existing grandfathered structure is destroyed by voluntary destruction and the landowner applies to rebuild the structure, the landowner must comply with all

other current zoning criteria and may not increase the existing nonconformance. Notwithstanding the foregoing, subject to the approval of the town commission, the landowner of a grandfathered building or structure which includes residential-type units, may be permitted to seek the demolition and redevelopment of the grandfathered structure and, in doing so, exceed the allowable density in the multifamily-zoned areas of the town, but in such circumstances must reduce the number of units which were grandfathered by at least 50 percent (fractional units to be rounded up). The number of permitted units shall then be deemed the allowable grandfathered density on said property. It is further provided that any development of property pursuant to this section must be approved and developed pursuant to the planned residential development provisions of chapter 64 of the Town's Code subject to the following:

- ia. The minimum area requirement of subsection 64-22(1) shall not apply;
- iib. The allowable density as provided for in subsection 64-24(a) shall be modified as set forth herein;
- iiie. Subsection 64-24(d) shall not apply;
- ivd. The minimum yard setback requirements of subsection 64-24(f)(1) shall not apply. Instead, the minimum yard setback requirements of the applicable zoning district shall govern;
- ve. The maximum building height of 44 feet set forth in subsection 64-24(f)(4) shall, in RMM zoning districts, be reduced to the permissible height as set forth in subsection 64-2(~~e~~)(3).

For the purposes of this section, a structure shall be deemed to have been destroyed if the structure will require repair or replacement the cost of which will exceed 50 percent of the appraised value of the structure as established by the Palm Beach County Property Appraiser.

~~The maximum allowable time for the amortization of commercial uses, including retail stores, offices, and motels is imminent at the adoption of this amendment on June 7, 1999. Therefore, the reconstruction of earlier grandfathered structures for occupancy by a noneconforming or commercial use is hereby prohibited.~~

~~(3c.)~~ *Repairs and maintenance.* Routine repairs and maintenance of grandfathered structures on fixtures, wiring or plumbing or on the repair or replacement of walls shall be permitted.

~~(4d.)~~ *Change in location.* Should any grandfathered structure be moved for any reason for any distance whatever from its original permitted location, it shall thereafter conform to the regulations for the zoning district in which it is located after it is moved. The board of adjustment may grant variances to this section to allow for the relocation of historic or landmarked structures, so designated by the town's comprehensive plan or otherwise designated by the town commission.

~~(5e.)~~ *Accessory or incidental structures.* Structures normally accessory to or incidental to a permitted structure or permitted use in the zoning district in which the grandfathered structure is located shall not be permitted as accessory structures to the grandfathered structure.

~~(6f.)~~ *Abandonment or discontinuance.* The abandonment or discontinuance of a grandfathered structure for a period of one year shall render the grandfathered structure status of the specific grandfathered structure null and void. Only structures permitted in the zoning district in which the grandfathered structure is located shall be permitted after the expiration of the one-year period of abandonment or discontinuance. The same notice and appeal procedures and factors for determination of abandonment or discontinuance provided for in subsection ~~(4e)~~(15) of this section shall apply to all cases of abandonment or discontinuance of grandfathered structures.

(2) *Administrative variance; criteria.*

a. Notwithstanding subsection (d)(1)a. above regarding the alteration, extension, enlargement or expansion of a grandfathered structure, ~~the above,~~ the administrative official may grant an administrative variance to the yard setback requirements for the alteration, extension, enlargement, or expansion of a grandfathered structure, such that total area occupied or to be occupied by all existing and proposed structures and all existing accessory structures, shall not encroach into the required yard setbacks by accumulative total area of more than five percent of the property's total setback area. The administrative official may also grant administrative variances from the accumulative totals of each of the other land development dimensional regulations, not to exceed five percent over the current regulations. In addition, no administrative variance shall be granted by the administrative official, and no structure shall be permitted to encroach within ten feet of any side property line, as a result of this administrative process.

b. Upon the proper filing of an application for an administrative variance, the administrative official shall cause public notice to be



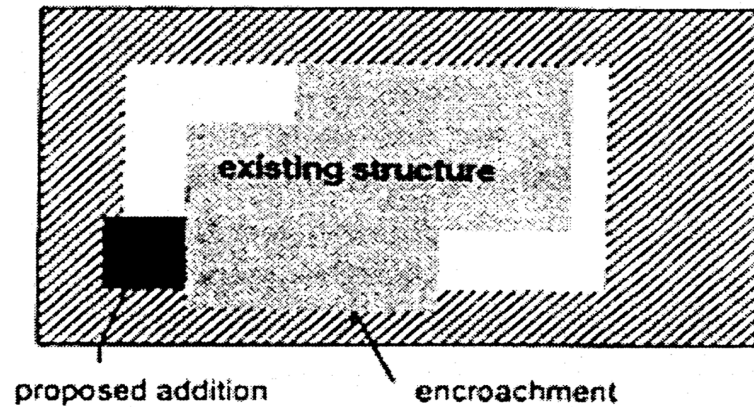
mailed to all properties within 300 feet of the subject property given as provided in section 63-32(c)(1) of this Land Development Code. Such notice shall indicate the nature of the variance requested and shall provide not less than 15 days for comment by the public; prior to a written decision by the administrative official. ~~the granting of a variance.~~ A complete application, with all attachments, requesting a legally permissible variance, along with ~~payment of a money deposit for publication of public notice,~~ and an administrative review fee, in an amount established by the town commission, shall be submitted to the town clerk. Within ~~seven~~ five ~~business~~ days of receipt by the town clerk, the application and all documentation shall be reviewed by the administrative official ~~may be reviewed by the town attorney for legal sufficiency.~~ Only upon the expiration of the ~~seven~~ five ~~business~~ days, without request for additional information from the applicant, ~~action by the town attorney,~~ or upon a finding of being ~~legally~~ sufficient by the administrative official, shall the application be deemed properly "filed."

c. ~~The denial or granting of such administrative variance shall be based on a determination that the application satisfies conform to all of the requirements of this administrative variance criteria in section 63-91 of this Land Development Code, including a finding that the application does not exceed the percentage limitations set forth herein. †The decision of the administrative official~~ denial of an administrative variance may be appealed to the board of adjustment, by written request, filed with the town clerk not more than ten days following the rendering of a written decision by the administrative official. Such appeal shall be a de novo hearing before the board of adjustment for the granting of a variance.

d. If the administrative official determines in his or her sole discretion that a decision regarding the administrative variance application should be made after a full public hearing, the administrative official may direct that the administrative variance application be heard before the board of adjustment. In such case, the administrative official shall notify the applicant to pay the additional fee set by town resolution. Once the additional fee is paid by the applicant, the administrative official shall cause at least 10-days' public notice to be given as provided in section 63-32(c)(1) of this Land Development Code for the hearing before the board of adjustment. At the board of adjustment public hearing, the board of adjustment shall consider the application for administrative variance consistent with the requirements of this section and render a written decision. An appeal of the board of

adjustment's decision shall be as provided in section 63-93.

e. Example for illustrative purposes.



(The example above shows a typical 50-foot  $\times$  80-foot lot with the current setbacks as dashed lines, the total required setback is cross-hatched, the existing building is in light gray, and a proposed room addition in dark gray. The total area of the setbacks is 4,400 square feet, and the total encroachment of the existing building is 30 feet  $\times$  five feet or 150 square feet. Using a five percent maximum, the administrative official could grant an administrative variance for a total of 220 square feet, or an additional 70 square feet of encroachment. As depicted, the proposed addition would encroach an additional two feet  $\times$  15 feet or 30 square feet. So, the addition could be permitted by the administrative official.)

(3) Amortization of commercial uses. The maximum allowable time for the amortization of commercial uses, including retail stores, offices, and motels is imminent at the adoption of this amendment on June 7, 1999. Therefore, the reconstruction of earlier grandfathered structures for occupancy by a nonconforming or commercial use is hereby prohibited.

(e) Grandfathered uses of land. The lawful use of land existing as of November 25, 1976 ~~at the time of the passage of ordinance no. 345,~~ or lawfully existing prior to an amendment to this land development code thereto, although such use does not conform to provisions of this land development code, may be continued subject to the following limitations and restrictions:

(1) Change of use. A change from a grandfathered use to a use not a continuation of the original grandfathered use which existed on November 25, 1976, and which does not otherwise comply with all of

the property development and land use requirements of the town's Code, is prohibited.

- (2) *Change in kind or quality of use.* A change from a grandfathered use in kind or quality of use not a continuation of the original grandfathered use in kind or quality of use which existed on November 25, 1976, is prohibited.
- (3) *Increase in volume or intensity of use.* An increase in the volume or intensity of the use not a continuation of the original grandfathered use's volume or intensity of use which existed on November 25, 1976, is prohibited. Notwithstanding the above provision, residential uses shall be permitted to expand the volume of use, i.e., construct additional or expanded rooms, in conformity with the current land development regulations. However, nothing herein shall be construed to permit the establishment of additional dwelling units, unless the same shall conform to the current land development regulations of the town.
- (4) *Change in location of use.* No such grandfathered use shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use on November 25, 1976.
- (5) *Change of ownership or tenancy.* All rights and obligations associated with a grandfathered use of land run with the land and are not personal to the present owner or tenant of the grandfathered use of land and are not affected by a change in ownership or tenancy.
- (6) *Accessory or incidental uses.* Uses accessory to a grandfathered use not in existence on November 25, 1976, are not permitted by this section. Only accessory uses and structures associated to permitted uses within the zoning district within which the permitted use is located are allowed under this land development code.
- (7) *Change to a more restrictive degree of use.* A grandfathered use may be changed to a more restrictive degree of grandfathered use if the resulting change minimizes the degree to which the grandfathered use is in noncompliance with the property development regulations and use regulations of the zoning district in which it is located.
- (8) *Extension of use.* No such grandfathered use shall be increased or extended to occupy a greater area of land than was occupied on November 25, 1976, unless such grandfathered use is changed to a use permitted in a zoning district in which such use is located and complies with all property development regulations of the zoning district.

- (9) *Enlargement of use.* No such grandfathered use shall be enlarged or increased to occupy a greater area of land than was occupied on November 25, 1976, unless such use is changed to a use permitted in the zoning district in which such use is located and complies with all property development regulations of the zoning district.
- (10) *Replacement of use.* If any existing grandfathered structure, as provided for in this section, is destroyed by any means, including fire, flood, wind, explosion, act of God, or act of a public enemy, such use shall be permitted to be replaced according to the property development regulations in effect at the time of its original construction, except that replacement can only occur in compliance with those building, plumbing, electrical, gas, fire and other construction and safety related regulations of the town in effect at the time of application for a permit to allow replacement. In no event shall the destroyed grandfathered use be replaced to a degree or level greater than the original use as to height, lot coverage, total floor area, bulk or yard setback requirements unless otherwise provided by current Town codes and land use regulations. If the destroyed grandfathered use to be replaced was composed of dwelling units for in-transit or nonowner-occupied lodging, and is intended to continue such use, in addition to the other provisions of this subsection, the following requirements shall apply:
- a. No advertising or signs shall use the word "hotel," "motel," or the like, but the word "lodge" may serve as a substitute.
  - b. The terms "by day" or "by night" shall not be used, but the terms "vacancy" or no vacancy" are permitted.
  - c. Each of the signs erected under the special signage requirements of this subsection shall comply with all provisions of chapter 70 of this land development code.

For the purposes of this section, a structure shall be deemed destroyed if the damage caused to the structure will require repair or replacement the cost of which will exceed fifty percent (50%) of the appraised value of the structure as established by the Palm Beach County Property Appraiser.

- (11) *Addition or expansion of facilities.* No additions to or expansions of grandfathered use facilities shall be permitted under this land development code.
- (12) *New activities, products or services.* No new activities, products or services shall be permitted in a grandfathered use under this land development code.

- (13) *Change in frequency of use.* A change in frequency of use in grandfathered use classifications shall be permitted under this land development code. For clarification purposes, an example of a change in frequency of use would be the occupancy of a rental apartment on a yearround basis as opposed to a previous seasonal basis.
- (14) *Use of new land.* The use of new land previously unoccupied by a grandfathered use is prohibited by this land development code.
- (15) *Abandonment or discontinuance of use.* The abandonment or discontinuance of a grandfathered use for a period of one year shall render the grandfathered use status of the specific grandfathered use null and void. Only uses permitted in the zoning district in which the grandfathered use is located shall be permitted after the expiration of the one-year period of abandonment or discontinuance. In the factual determination of whether a grandfathered use has been abandoned or discontinued, the following two factors shall be used:
- a. An intent to abandon the grandfathered use existed; and
  - b. Some overt act or failure to act which carries with it a sufficient implication that the owner neither claims nor retains any interest in the abandoned property as it stood before the abandonment has occurred.

The town manager shall furnish to the property owner of record, according to the last recorded property ownership rolls of the property appraiser of the county, written notice of the occurrence of the abandonment or discontinuance of the grandfathered use in question and the expiration of the one-year mandatory period of abandonment or discontinuance of use, by certified mail, return receipt requested. The property owner shall have 30 days from the date of receipt of the official notice from the town manager to reply to the notice of abandonment. The property owner may request a public hearing by the zoning board of adjustment of the town on the administrative determination of abandonment or discontinuation within the prescribed 30-day response time. In the event of the property owner's failure to exhaust the prescribed administrative remedies within the prescribed period of time, the grandfathered use automatically loses its grandfathered use status and the property can only be used for a use permitted in the zoning district in which it is located from that date forward.

(f) *Grandfathered lots, structures and uses in combination.*

- (1) If on November 25, 1976, a lot of record, structure, use or characteristic of use of land in any combination thereof exists that would not be

allowed in the zoning district in which it is located under the terms of this land development code, the lawful existence of the lot of record, structure, use or characteristic of use of land in any combination thereof may be continued so long as it remains otherwise lawful.

- (2) For purposes of this land development code, characteristics of use including but not limited to off-street parking, off-street loading and landscape requirements are interpreted to be synonymous with and a part of the grandfathered classification of uses and structures legally permitted and existing as of November 25, 1976, or legally permitted and existing after an amendment to this land development code, at the time of the passage of Ordinance No. 345 or an amendment thereto, although such characteristics of use do not conform to the provisions of this land development code.

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

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

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

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

FIRST READING this 3<sup>rd</sup> day of January, 2022.

SECOND AND FINAL READING this 7<sup>th</sup> day of February, 2022.

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

KRISTINE DE HASETH, Mayor \_\_\_\_\_

SUSAN HURLBURT, Vice Mayor \_\_\_\_\_

STEVE COZ, Commissioner \_\_\_\_\_

GEOFF PUGH, Commissioner

\_\_\_\_\_

MARTIN WIESCHOLEK, Commissioner

\_\_\_\_\_

The Mayor thereupon declared this Ordinance approved and adopted by the Town Commission of the Town of Ocean Ridge, Florida, on second reading, this 7<sup>th</sup> day of February, 2022.

TOWN OF OCEAN RIDGE, FLORIDA

BY: \_\_\_\_\_  
Kristine de Haseth, Mayor

ATTEST: \_\_\_\_\_  
Karla Armstrong, Town Clerk

Date: December 27, 2021  
To: Honorable Mayor and Commissioners  
From: Ric Carey, Planning and Zoning Commission Vice Chair  
Re: Report of the December 20, 2021 Planning & Zoning Commission Meeting

The Planning & Zoning Commission reviewed the following at its December 20<sup>th</sup> meeting:

**Public Comment:**

None

**Approval of Minutes:**

1. The minutes of October 25, 2021 meeting were approved with minor grammatical corrections.

**Discussion / Action Items:**

2. Development Plan Review for a proposed new two-story residence at 76 Beachway Drive:
  - a. Town Planner O’Gorman, Building Official Guy, and Tara Bamber, representing the Town Engineer, presented the Town Staff report and proposed conditions of approval.
  - b. The applicant’s Architect presented the plans and answered the Commission’s questions regarding the proposed site plan.
  - c. The Commission unanimously approved the plans presented with the following conditions:
    - i. All conditions as outlined by Town staff and consultants as presented to the Commission in the approval packet must be met.
    - ii. The applicant to add substantially bigger trees to the property that meet Town Code.
3. Development Plan Review for a proposed new single residence to be built on the 6107 N Ocean Blvd:
  - a. Town Planner O’Gorman, Building Official Guy, and Tara Bamber, representing the Town Engineer, presented the Town Staff report and proposed conditions of approval.
  - b. The applicant’s Architect presented the plans and answered the Commission’s questions regarding the proposed site plan, landscape plan, building elevations and proposed drainage easement.
  - c. The Commission unanimously approved the plans presented with the following:
    - i. All conditions as outlined by Town Staff and consultants and presented to the Commission in the approval packet must be met.



- ii. Staff to review the definition of the Breezeway to see if the applicant's "breezeway" is allowed under code.
  - iii. Recommended to the applicant to reduce the driveway at the gate opening from 18 ft. to 16 ft.
- 4. Ordinance Review: Administrative Variance Procedure for Grandfathered Structures:
  - a. Town Planner O'Gorman and Town Attorney Goddeau introduced the item and the changes made to the ordinance.
  - b. The Commission unanimously voted to move the ordinance to the Town Commission for first reading.
- 5. Discussion Regarding Meeting Dates for January & February Due to Holidays
  - a. The Planning and Zoning Commission voted to change their meeting dates in January and February to January 24, 2022 and February 22, 2022 due to their meeting dates falling on holidays.

**Commissioner Comments/Recommendations:**

Alternate Member Flanagan noted that she would like to resign from her position as Alternate Member because she is gone during the summers and would only be available virtually. She advised that she will be in the position until May. Town Clerk Armstrong will advertise for her position in January along with any other positions that set to expire.

**Town of Ocean Ridge, Florida**

**Town Commission Agenda Memorandum**

**Office of the Town Manager, Tracey Stevens**

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**Meeting Date: January 3, 2022**  
**Subject: Town Manager's Report**

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Mayor, Commissioners & Residents of Ocean Ridge:

In the month of December, we celebrated the employee anniversary of our Building Clerk, Lisa Burns, who has served the Town for the past 19 years; Police Sergeant, Rick Stang, who has served the Town for the past 8 years; Police Officer, Mario Galluscio, who has served the Town for the past 17 years; and Dispatcher, Zoie Arnold, who has served the Town for the past 5 years. We thank them for their service and dedication to the Town of Ocean Ridge!

The dates of the July & September Town Commission meetings will need to be adjusted due to holidays. The July Town Commission meeting will be held on Tuesday, July 5<sup>th</sup>, and the September meeting will be held on Tuesday, September 6<sup>th</sup>.

We received our annual Truth in Millage (TRIM) certification by the Department of Revenue. This certifies that the Town of Ocean Ridge followed all the rules and regulations for our budget process for FY22.

On behalf of the Commission and residents of Ocean Ridge, I would like to take this opportunity to thank the Garden Club for donating the beautiful poinsettias that have been placed around Town Hall to be enjoyed by all, and for decorating Town Hall for the holidays.

The Town hosted an outdoor Light the Lights holiday event this year which was a great success. I want to thank Town Staff, Town Commissioners, and Garden Club members who volunteered their time for this event.

The Town also hosted its second annual Cruising Santa event where Town Commissioners and Staff cruised the Town with Santa and Mrs. Claus on golf carts and handed out holiday candy and dog treats to our residents and furry friends. We all had a blast spreading holiday cheer to our friends and neighbors. We want to thank those who volunteered their time for this event or donated their golf carts. Your generosity is very much appreciated!

I wish you all a joyous and healthy New Year!

Respectfully,



Tracey L. Stevens, MMC  
Town Manager & Finance Director



# Ocean Ridge Police Department

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

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

[www.oceanridgeflorida.com](http://www.oceanridgeflorida.com)

Richard Jones  
Chief of Police

## Agenda Memorandum for January 2022 Meeting

### Subjects;

1. Monthly Law Enforcement Activity Report for November 2021  
(Please see attached report)
2. Monthly Boynton Beach Fire/EMS Activity Report for November 2021  
(Please see attached report)

# ACTIVITY SUMMARY BY SIGNALS

ALL UNITS From 11/01/2021 00:00 Through 11/30/2021 23:59

ACTIVITY SUMMARY BY SIGNALS		All Calls IN Signal Order
Signal	Description	Count
10108	ON FOOT W/PORTABLE	110
10109	VEHICLE MAINTENANCE	313
1040	MEAL BREAK	46
1050	TRAFFIC STOP	152
1058	AT STATION	45
1060	ASSIST TO MOTORIST	2
801	VTC PERMITS (BUILDING)	4
803	VTC OVERGROWN LOT	4
804	VTC SIGNS (ALL)	1
806	VTC WORKING WHEN NOT PERMITTED	17
807	VTC TRASH/GARBAGE	8
811	VTC TRAILERS	5
815	VTC PARKING ON VACANT LOT	1
820	VTC ANIMALS ON BEACH	7
821	VTC DOGS AT LARGE	3
823	VTC CONSTRUCTION SITE	12
824	VTC ALL OTHER	3
829	VTC TREES IN WIRES	2
BCHK	BEACH PATROL	119
DC	DISTRICT CHECK	1379
HCKH	HOUSE CHECK HAND	199
HCKV	HOUSE CHECK VISUAL	38
LSV	LOW SPEED VEHICLE	3
S00	ARMED AND/OR CAUTION	1
S04	AUTO ACCIDENT	1
S09	STOLEN TAG	1
S12	RECKLESS DRIVER	1
S13	SUSPICIOUS INCIDENT	1
S13P	SUSPICIOUS PERSON	4
S13V	SUSPICIOUS VEHICLE	8
S14	INFORMATION	8
S15	SPECIAL DETAIL	26
S22	DISTURBANCE	1

# ACTIVITY SUMMARY BY SIGNALS

ALL UNITS From 11/01/2021 00:00 Through 11/30/2021 23:59

ACTIVITY SUMMARY BY SIGNALS		All Calls IN Signal Order
Signal	Description	Count
S25	FIRE/FD ASSIST	1
S30	THEFT	4
S32A	SUICIDE ATTEMPT	1
S48G	OPEN GARAGE DOOR	4
S49	ALARM	39
S49F	FIRE ALARM	3
S51	TRESPASS	3
S53	EMBEZZLEMENT/FRAUD	1
S66	CIVIL MATTER	2
S68	POLICE SERVICE CALL	40
S70	ANIMAL COMPLAINT	4
S72	LOST/FOUND PROPERTY	5
S73	MEDICAL CALL	12
S76	ASSIST OTHER DEPARTMENT	5
S79	911 PRANK/FALSE/ACCID CALL	3
S84	WELFARE CHECK	25
S86	LOUD NOISE/MUSIC	3
S88	FLORIDA POWER LIGHT ASSIST	1
S89	ASSIST MOTORIST	1
S90	ILLEGAL PARKING	16
S96	PROPERTY DAMAGE	1
TC	TRAFFIC CONTROL	3
		TOTAL ACTIVITY: 2702

<b>ORPD Other Activity:</b>						
Type	Total	Days- Stang	Sgt.	Days- Sgt. Pilon	Nights- Sgt. Roy	Nights- Sgt. Ermeri
<b><u>Traffic</u></b>						
Citations	45	20		6	1	18
Written Warnings	97	20		25	20	32
Parking Tickets	5	3		1	0	1
<b><u>Arrests:</u></b>						
S19 Felony	1	0		0	1	0
S18 Misdemeanor	2	1		0	0	1
<b><u>Telephone Calls Handled by Dispatch:</u></b>						
<b><u>November 2021</u></b>		<b><u>Year to Date</u></b>				
9-1-1	39	336				
Incoming/Non-Emergency	599	6801				
Outgoing/Non-Emergency	382	3892				
PBX	241	3736				
<b>Total:</b>	<b>1261</b>	<b>14765</b>				
<b><u>Walk-Ins Handled by Dispatch:</u></b>						
		<b><u>Year to Date</u></b>				
<b>All</b>	<b>368</b>	<b>2907</b>				
<b>After Business Hours</b>	<b>185</b>	<b>1675</b>				
Alarm Sign Issuance-	1	4				
Alarm Technician-	20	148				
AOD/Range Use-	3	16				
Burn Permit-	1	8				
Fingerprints-	6	36				
Keys-	3	39				
Pet Tag/Vehicle Decal-	9	88				
Report/Record Request-	13	109				
Vendors-	45	439				
Visitor for Chief-	10	57				
Visitor for Lt or Investigator-	7	45				
Visitor/Info-*	<b>237</b>	<b>2232</b>				
Gift/Food donation-	3	22				
Pick up Property/Evidence-	3	23				
Pill Drop-	7	179				

## BRINY BREEZES NOVEMBER 2021

Description	Signal	Count
ON FOOT W/PORTABLE	10108	45
POLICE SERVICE CALL	S68	1
ILLEGAL PARKING	S90	6
SUSPICIOUS VEHICLE	S13V	2
SUSPICIOUS INCIDENT	S13	1
OPEN DOOR	S48	2
911 PRANK/FALSE/ACCID CALL	S79	1
THEFT	S30	3
WELFARE CHECK	S84	3
FLORIDA POWER LIGHT ASSIST	S88	1
BEACH PATROL	BCHK	1

**Total Calls for Service** 66

**District Checks** 299

**Total Calls w/ DC's** 365

### OTHER ACTIVITY

#### Traffic

Citations	0
Written Warnings	0
Parking Tickets	6

BOYNTON BEACH FIRE RESCUE REPORT FOR OCEAN RIDGE & BRINY BREEZES

CAD #	Incident Date	Full Incident Address	Incident City	Station	Shift	Incident Type Description	Response Time
21-004312	11/3/2021	6500 BLK N OCEAN BLVD	Ocean Ridge	Station 1	C	EMS call, excluding vehicle accident	9.5
21-004313	11/3/2021	Sabal Island Dr	Ocean Ridge	Station 1	A	EMS call, excluding vehicle accident	9.3
21-004408	11/5/2021	5500 BLK N OCEAN BLVD	Ocean Ridge	Station 4	C	EMS call, excluding vehicle accident	9.2
21-004457	11/6/2021	6800 BLK N Ocean Blvd	Ocean Ridge	Station 1	A	Public service assistance	9.7
21-004485	11/7/2021	6500 BLK N Ocean Blvd	Ocean Ridge	Station 1	B	EMS call, excluding vehicle accident	6.8
21-004582	11/9/2021	5800 BLK N Ocean Blvd	Ocean Ridge	Station 1	A	False Alarm	15.5
21-004705	11/12/2021	Ixora Way	Ocean Ridge	Station 1	A	EMS call, excluding vehicle accident	8.7
21-004757	11/13/2021	5000 BLK N Ocean Blvd	Briny Breezes	Station 4	B	Medical assist	10.9
21-004790	11/14/2021	Sabal Island Dr	Ocean Ridge	Station 1	C	Emergency medical service incident	8.8
21-004828	11/15/2021	5800 BLK N Ocean Blvd	Ocean Ridge	Station 1	A	EMS call, excluding vehicle accident	10
21-004843	11/16/2021	5900 BLK Old Ocean Blvd	Ocean Ridge	Station 1	B	EMS call, excluding vehicle accident	9
21-004851	11/16/2021	Harbour Dr S	Ocean Ridge	Station 1	B	False Alarm	10.7
21-004961	11/18/2021	Hudson Ave	Ocean Ridge	Station 1	A	Smoke detector activation, no fire	8.7
21-005011	11/20/2021	Beachway Dr	Ocean Ridge	Station 4	B	Motor vehicle accident with injuries	8.16
21-005089	11/22/2021	Eleuthera Dr	Ocean Ridge	Station 1	A	False Alarm	10.4
21-005182	11/24/2021	Corrine St	Ocean Ridge	Station 4	A	EMS call, excluding vehicle accident	10.6
21-005201	11/24/2021	6500 BLK N Ocean Blvd	Ocean Ridge	Station 1	A	EMS call, excluding vehicle accident	8.1
21-005233	11/26/2021	Harbour Dr S	Ocean Ridge	Station 1	B	False Alarm	11.4
21-005244	11/26/2021	5500 BLK N OCEAN BLVD	Ocean Ridge	Station 4	C	EMS call, excluding vehicle accident	8.8
21-005304	11/27/2021	Sabal Island Dr	Ocean Ridge	Station 1	A	Public service assistance	11.6

Ocean Ridge Summary		Briny Breezes Summary	
Medical Calls	12	Medical Calls	1
Fire/Other Calls	7	Fire/Other Calls	0
<b>Total</b>	<b>19</b>	<b>Total</b>	<b>1</b>

Calls exceeding 10 minutes consists of; (2) legitimate medical emergencies, (5) non-emergency calls for service.



Memorandum

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**To: Ocean Ridge Town Commission** **Item #9**  
**Tracey Stevens, Town Manager**

**From: Lisa Tropepe, P.E., Town Engineer**

**Subject: Town Engineer Report**  
**Work Completed for the month of November 2021**

**Date: December 20, 2021**

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Below is a condensed version of the work that Engenuity Group, Inc. provided in the month of November. For a more detailed description with individual staff descriptions and time, please see the specific invoices listed below.

If there are any other questions or clarifications, please do not hesitate to contact me.

**00020.00 Ocean Ridge General Project Number**

- INV #28731– 11/30/2021 - \$8,228.50
  - **Work Order 10 – Homeowner Site Plan Reviews, observations, reporting and meetings**
    - 12 Adams Rd.
      - Site Visits on 11/02 & 11/16
      - Save photos taken in project file.
      - Create Field Observation Report
      - Finalize and sent report
    - 2 Coconut Lane
      - Conference call with the contractor
      - Final Site Visit of the entire site
      - Create Final Field Observation Report.
      - Save photos taken in project file.
      - Email correspondences
      - Finalized and sent approved Field Observation Report
    - 2 Oceanview Drive #1 & 2
      - Final Site Visit
      - Create Field Observation Report
      - Save photos taken in project file
      - Finalize and sent Approved Final Field Observation Report
    - 76 Beachway Drive
      - Submittals on 11/03 & 11/15
      - Review Submittal files and plans
      - Create comment letter
      - Meeting coordination
      - Meeting with Applicant

- Email correspondences
- Phone call
- Review comment letter and finalize
- 132 Island Drive
  - Site Visit
  - Create Field Observation Report
  - Find Swale Agreement for Field Report
- Thompson Street\_ Kerrigan
  - Received Density Reports
  - Email Correspondences
  - Discussion with Jim at Hardives.
  - Made phone call to Boynton and follow up on Bac Tees.
  - Received densities and email on grading on cete turn around.
  - Discuss on Thompson St. improvement status
  - Spoke to W. Kerrigan on wall issue for Thompson St. and spoke to staff on the same.
  - Spoke to contractor on Bac Tess and status
- 113 Island Drive
  - Discuss with Lisa on project.
- 6107 N. Ocean Blvd
  - Email correspondences
  - Submittal on 11/16
  - Review plans and files submitted.
  - Review and create comment letter
  - Development Plan Review meeting with staff
  - Revise review letter
  - Finalize comment review letter and sent
- 21 E. Ocean Avenue
  - Submittal on 11/15
  - Review plans and files submitted
  - Create approval letter
  - Discuss with staff on reviews
- 19 Eleuthera Drive
  - Submittals on 11/09
  - Review Plans and files submitted for review
  - Fill permit letter review
  - Discuss with Lisa on review
  - Phone call
  - Finalize letter and send
- 6470 N. Ocean Blvd
  - Submittal on 11/09
  - Review plans and files submitted
  - Create comment letter

- Finalize letter and send
- 6849 N. Ocean- Ocean Club of Florida
  - Site Inspection on dock
  - Discuss on project without a permit
  - Save photos taken during site visit
  - Create Field Observation Report
  - Finalize and sent report
- 6990 N. Ocean Blvd- Ocean Inlet Park
  - Site Inspection on Bulkhead
  - Save photos taken on site visit
  - Create Field Observation Report
  - Finalize Report and sent

**00020- Ocean Ridge- General Town Engineer**

- INV #28642 – 11/30/2021 - \$1,985.00
  - **Work Order 308 General Town Engineer (2020-2021)**
    - Prepare for meeting for the Tropical resident with Town Manager
    - Read letters to residents on vegetation and email on ARPA meeting.
    - Spoke to Foster Marine about Piggy Back contract
    - Read Tax Watch information on climate change
    - Attend conference call with grant administrator on ARPA project
    - SCADA Review
    - Read CFR 2014 part 200 per the grant administrator and revised proposal.
    - Discuss and evaluate the needs to the new stormwater regulation requirements from the state.
    - Discussion on Spanish River capital projects involving outfall valves
    - Discuss agenda items for December meeting
    - Looked for old memo on ARPA project to use for commission packet
    - Finished ARPA memo and proposal for commission meeting

**00020.24 NPDES**

- INV #28639- 11/30/2021- \$883.50
- **Work Order 22-NPDES Annual Report and Year Activities**
  - Review storm/sewer state requirements.
  - Requested a documents list
  - Discussion on due dates and forms/information needed
  - Received NPDES correspondence.
  - Correspondence with Alan Wertepny

**00020.56 Swaim Lawsuit**

- INV #28643- 11/30/2021- \$185.00
- **Work Order 01- Engineering and Surveying Services**

- Conference call with Lyman and Amanda. Looked for our hourly rate and emailed.
- Discuss about new Federal Lawsuit.

**00020.57 Stormwater Maintenance and Repair**

- INV #28644– 11/30/2021 - \$212.50
- **Work Order 01- Spanish River Improvements**
  - Spoke to resident and Town staff regarding high tide and rain on Inlet Cay Island.
  - Discussed valve on 44/45 Spanish River Dr.
  - Discuss about emergency pump connection improvements for Spanish River cul-de-sac with police chief and staff.

**00020.58 FL Department of Transportation (FDOT) Projects**

- INV #28645 – 11/30/2021 - \$2,048.50
- **Work Order 01- A1A & Anna Street**
  - Research files for FDOT plans and comments. Sent an email to James Poole with comments and follow up on Tuesday meeting 11/16
  - Emails with FDOT Engineers on setting up a time and place for Tuesday Meeting on-site.
  - Meeting on-site with FDOT and contractors for drainage plan at A1A and Anna Street.
  - Began on writing meeting minutes on 11/18
  - Finalized meeting minutes with the FDOT and read plans.
  - Email on meeting minutes and when construction plans will be completed.
- **Work Order 03 – Crown Colony Crosswalk**
  - Phone call with FPL
  - Discuss plan to address FPL lights switch and who to contact at FDOT
  - Email Correspondences
- **Work Order 06 – Bridge Maintenance**
  - Phone call and emails correspondence
  - Discussion with attorney on how to proceed on Bridge bid
  - Lookup FDOT information
  - Sent email to FDOT on determining a major or minor repair for all three bridges.
  - Email to contractor
  - Discuss findings from FDOT on severity of repair and called contractor to request a quote.
  - Research inspection dates
  - Reviewed, forwarded and responded back to Murray Logan on estimate for bridge repair.
  - Go over what will be needed for January Commission meeting approval.

**00020.60 Tropical Station Generator**

- INV #28646 - 11/30/2021- \$333.00
- **Work Order 01- Engineering Services**
  - Reviewed purchase order
  - Met with Town attorney on specifications for bidding of generator
  - Received emails with bidding documents
  - Discuss date for bidding

**Monthly Total: \$13,876.00**

## Agenda Item #10

**Date:** December 20, 2021  
**To:** Honorable Mayor and Commissioners  
**From:** Durrani Guy, Building Official  
**Re:** Building Department Report – January’s Commission Meeting Update

Mayor and Commissioners,

Below is a list of the Building Department’s statistics for the month of November 2021, a list of new single family home sites along with their permit issuance date, expiration date, and the date of their last inspection.

<b><u>BUILDING DEPARTMENT STATISTICS FOR NOVEMBER 2021</u></b>	
PERMIT APPLICATIONS RECEIVED	52
PERMITS ISSUED	32
PLAN REVIEWS	34
REVISIONS	4
ROW PARKING PERMITS ISSUED	0
INSPECTIONS PERFORMED BY THE BUILDING DEPARTMENT	217
SITE VISITS BY THE BUILDING DEPARTMENT	3
STOP WORK ORDERS POSTED	0
CODE ENFORCEMENT HEARING	1

<b><u>STATUS OF MAJOR CONSTRUCTION</u></b>					
<u>ADDRESS</u>	<u>TYPE</u>	<u>ISSUED DATE</u>	<u>EXPIRATION DATE</u> <small>*2 YRS AFTER ISSUANCE</small>	<u>LAST INSPECTION</u>	<u>COMMENTS</u>
10 HARBOUR DRIVE SOUTH	RSF	01/14/2021	01/14/2022	12/16/2021	
117 MARLIN DRIVE	RSF	02/19/2020	02/19/2022	12/20/2021	
132 ISLAND DRIVE	RSF	07/13/2020	07/13/2022	12/07/2021	Temporary C/O issued
2 COCONUT LANE	RSF	06/22/2020	06/22/2022	12/06/2021	Temporary C/O issued
21 OCEAN AVENUE	RSF	12/08/2021	12/08/2023	NONE	
24 HUDSON AVENUE	RSF	05/06/2020	05/06/2022	12/06/2021	
29 ELEUTHERA DRIVE	RSF	10/12/2021	10/12/2023	NONE	
5006 OLD OCEAN BLVD	RSF	05/31/2019	05/13/2021	10/15/2021	Temporary C/O issued for Phase 1
54 SPANISH RIVER DRIVE	RSF	12/09/2021	12/09/2023	NONE	
6273 N OCEAN BLVD	RSF	05/08/2015	05/08/2017	08/18/2021	Renewal granted until 6-Feb-2022 & accruing daily fines.
7 HARBOUR DRIVE SOUTH	RSF	03/26/2020	03/26/2022	11/12/2021	
82 ISLAND DRIVE SOUTH	RSF	03/18/2021	03/18/2023	11/12/2021	
95 ISLAND DRIVE SOUTH	RSF	08/20/2021	08/20/2023	11/16/2021	

\*PLEASE NOTE THAT THE ABOVE DATA ABOVE IS INCLUSIVE UP UNTIL DECEMBER 20, 2021\*

**TOWN OF OCEAN RIDGE, FLORIDA  
SPECIAL MAGISTRATE CODE ENFORCEMENT HEARING  
TUESDAY, NOVEMBER 2, 2021**

**FINE ASSESSMENT  
CASE NO. 2021-009**

**6273 N OCEAN BLVD, OCEAN RIDGE, FL 33435  
RE: BOYNTON BEACH PARK N 120 FT OF S 170 FT OF UNMBRD BLK LYG E OF  
OCEAN BLVD**

**NATURE OF VIOLATION**

Violate Section(s) 67-52 Construction Duration Exceeds Town Code & Town Commission  
Granted Extension, According to Town Code.