



# Town of Ocean Ridge

## Town Commission Meeting Package

March 7, 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**



**March 7, 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**

None

**ANNOUNCEMENTS**

- a. The meeting schedule for the next month is as follows: Regular Town Commission Meeting Monday, April 4<sup>th</sup> at 6:00 PM; Town Commission Goal Setting Workshop Monday, April 18<sup>th</sup> at 5:00 p.m.; Code Enforcement Hearing Tuesday, April 5<sup>th</sup> at 10:00 AM; and Planning & Zoning Commission Meeting Monday, March 21<sup>st</sup> at 8:00 AM. All meetings are held in the Commission Chambers at Town Hall.
- b. Please join us on March 12<sup>th</sup> at 10:00 a.m. at Town Hall for Turtle Talk with Kim Jones. Speaker Kim Jones is a Native Floridian and retired engineer, who has worked with threatened and endangered sea turtles for forty years. Kim has been lecturing to private clubs, schools, and governmental entities for decades to increase awareness of these compromised creatures. By bringing attention to the 150 million year old species, she hopes to inform the Town about the upcoming activities during the nesting season, so we can better understand and contribute to the vital work on behalf of sea turtles.
- c. Please join us at Town Hall on Saturday, April 2<sup>nd</sup> for the "Save the Seas" Event from 8:30 a.m. to 3:00 p.m. For more information regarding this event, please visit the Town's website.
- d. There will be no Municipal Election in March, as only one candidate qualified to fill one Town Commission seat. The candidate that qualified is Steve Coz. Commissioner Coz will be sworn into office on March 9, 2022.
- e. The Town Commission will consider appointments to the following Board positions at the May 2, 2022 Town Commission meeting: Board of Adjustment, one regular member and two alternate members for a three year term; and Planning & Zoning Commission, two alternate members for a three year term. Interested residents must be registered to vote in Ocean Ridge and submit a resume and letter of interest to the Town Clerk by the deadline of April 20<sup>th</sup> at 3:00 p.m. Incumbents are exempted from the resume and letter of interest requirement.
- f. Bridge repairs on the Island Drive bridge, Sabal Island bridge, and Inlet Cay bridge will commence on March 15<sup>th</sup> for a period of approximately 90 days. Written notices will be mailed to all residents potentially affected by this construction. Residents on these islands shall prepare for potential traffic impacts such as lane closures near the bridges throughout this construction time period. We thank you in advance for your patience.
- g. 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.
- h. 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 Regular Town Commission Meeting of February 7, 2022
- b. Acceptance of the Revenue & Expenditure Reports for January 2022
- c. Approve Budgeted Expenditure of up to \$70,000 for Force AV to Replace the Audio/Visual System in the Commission Chambers
- d. Approve Budgeted Expenditure of \$12,935.25 to Axon Enterprise for the Body Camera Maintenance Agreement for FY22
- e. Approve Budgeted Expenditure of up to \$64,000 to MWI Pumps for the Refurbishment of one 40-hp pump and one 100-hp pump at the Tropical Pump Station

- f. Approve Budgeted Expenditure of up to \$45,000 to Benchmark Painting & Carpentry for the Painting of the Town Hall Facility
- g. Resolution No.2022-03: A Resolution of the Town Commission of the Town of Ocean Ridge, Florida, Approving An Interlocal Agreement with Palm Beach County Regarding Regional Funds from Opioid Litigation Settlements; Authorizing the Mayor to Execute Such Agreement; Providing for Conflict, Severability, and an Effective Date, and for Other Purposes.
- h. Adopt the Agreement Between the Town of Ocean Ridge and the Palm Beach County Police Benevolent Association, Inc. for the period of October 1, 2021 through September 30, 2024
- i. Resolution No. 2022-05: Appointing a Special Magistrate and Approving a Two-Year Professional Services Agreement for Special Magistrate Services with Davis & Associates, Inc.
- j. Approve One-Year Extension of the Town's Agreement for Iguana Management Services with Blue Iguana Pest Control, Inc.
- k. Approve One-Year Extension of the Town's Agreement for Town Planner Services with Place Planning & Design, Inc.
- l. Approve Lien Satisfaction for 101 Bonito Drive
- m. Approve Unbudgeted Emergency Expenditure of up to \$14,000 to DSC to Replace the Police Department's Alarm Monitoring Receiver

### **REGULAR AGENDA ITEMS**

- 2. Second Reading and Adoption of Ordinance No. 2022-03 – An Ordinance of the Town of Ocean Ridge, Florida, Amending its Code of Ordinances at Chapter 58, “Utilities,” Article II, Entitled “Fencing and Screening of Sewage Disposal Facilities and Treatment Plants,” By Amending Section 58-26, Entitled “Required; Payment Of Costs; Review Of Plans,” To Revise the Fencing Requirement To Be By Concrete Block Wall of Up to Eight (8) Feet in Height Around Sewage Disposal Facilities or Sewage Treatment Plants; Providing For Repeal of Conflicting Ordinances, Severability, and an Effective Date. (By: Town Attorney Goddeau)
- 3. Sabal Island Beautification – Phase II (By: Town Manager Stevens)
- 4. Request for Building Permit Extension for 6273 N. Ocean Blvd (By: Town Manager Stevens)
- 5. Approve Budgeted Expenditure of up to \$55,000 to Ford Credit Municipal Finance for Vehicle Purchases for FY22 (By: Chief Jones)
- 6. Approve Unbudgeted Expenditure of up to \$27,000 to United Rentals to Rent a Generator for the Coconut Pump Station Through Hurricane Season (By: Town Manager Stevens)
- 7. Resolution No. 2022-04: A Resolution of the Town Commission of the Town of Ocean Ridge, Florida, Amending the Employee Handbook; Providing for Repeal of Prior Resolutions in Conflict; and Providing for an Effective Date. (By: Town Manager Stevens)
- 8. Adopt Drug-Free Workplace Policy (By: Town Manager Stevens)
- 9. Adopt Updated Salary Ranges for Police Officers and Sergeants in Accordance with the Union Contract (By: Town Manager Stevens)
- 10. Approve Updates to the Construction Site Management Handbook (By: Building Official Guy)
- 11. Approve Unbudgeted Expenditure of up to \$30,000 to LineTec for Water Valve Replacement in the 6885 Area of N. Ocean Blvd (By: Town Manager Stevens)

### **STAFF & COMMITTEE REPORTS**

- 12. Planning & Zoning Commission
- 13. Town Manager
- 14. Town Attorney
- 15. Police Chief
- 16. Town Engineer & Public Works
- 17. Building Official

### **TOWN COMMISSIONER COMMENTS**

- 18. Mayor's Update (By: Mayor de Haseth)
- 19. Old Ocean Blvd Pedestrian Safety Task Force (By: Vice Mayor Hurlburt)

### **ADJOURNMENT**



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

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.

Regular Town Commission meetings are generally held on the first Monday of every month at 6:00pm. Please visit [www.oceanridgeflorida.com](http://www.oceanridgeflorida.com) to see when the next Town Commission meeting will be.

**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 \(872\) 240-3212](tel:+18722403212) and **Access Code:** 930-143-117

### **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 3. p.m. on the meeting date. 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.



**MARCH 7, 2022 - 6:00 P.M.**

**TOWN COMMISSION MEETING AGENDA PACKAGE**

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#### **TOWN COMMISSIONER COMMENTS**

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19.	Old Ocean Blvd Pedestrian Safety Task Force (By: Vice Mayor Hurlburt).....	N/A

# REGULAR TOWN COMMISSION MEETING MINUTES

## FEBRUARY 7, 2022

Minutes of the Regular Town Commission Meeting of the Town of Ocean Ridge held on Monday, February 7, 2022 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:

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

Commissioner Coz was absent with notice.

### PLEDGE OF ALLEGIANCE

Mayor de Haseth led the Pledge of Allegiance.

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

Town Manager Stevens asked to remove item #7 and move item #15 to the Presentation section.

**Commissioner Pugh moved to approve the agenda as amended; seconded by Vice Mayor Hurlburt. Motion carried 4-0.**

### PRESENTATIONS & PROCLAMATIONS

#### 15. Town Engineer & Public Works Report

Town Engineer Tropepe gave the Commission an update on the following projects:

- Bridge repairs for Sabal Island, Island Dive, and Inlet Cay. Bridge Repairs will be on their way and the project will need to be completed by September 2022.
- Crown Colony Crosswalk. The project is set to take place within 3 months.
- Department of Transportation Drainage Project. Florida Department of Transportation (FDOT) will be doing drainage project on A1A near Anna Street and Engle Drive. The plans can be viewed at Town Hall. Encroachments on FDOT's right-of-way may be removed by FDOT personnel to accommodate the project, and FDOT will notify residents if needed.
- Rehabilitation of the Pumps. It is an on-going project that Public Works continues to work on.
- Generator Replacement for Tropical & Coconut Pump Stations. The project is in the bid process.
- Updating the Water Distribution System using the funds from the America Rescue Plan Act. The Town is in the assessment phase of the project to see what the Town currently has for infrastructure and what will be needed.

Mayor de Haseth asked if the Town will notice the affected residents for the bridge repairs and for the Department of Transportation Drainage Project. Town Engineer Tropepe stated that the affected residents will be notified, and information will be posted on the website.

### ANNOUNCEMENTS

- a. The meeting schedule for the next month is as follows: Regular Town Commission Meeting Monday, March 7<sup>th</sup> at 6:00 PM; Code Enforcement Hearing March 1<sup>st</sup> at 10:00 AM; and Planning & Zoning



## REGULAR TOWN COMMISSION MEETING MINUTES FEBRUARY 7, 2022

Commission Meeting Tuesday, February 22<sup>nd</sup> at 8:00 AM. All meetings are held in the Commission Chambers at Town Hall.

- b. Town Hall will be closed on Monday, February 21<sup>st</sup> in observance of Presidents' Day.
- c. There will be no Municipal Election in March, as only one candidate qualified to fill one Town Commission seat. The candidate that qualified is Steve Coz. Commissioner Coz will be sworn into office on March 9, 2022.
- d. The Town Commission will consider appointments to the following Board positions at the May 2, 2022 Town Commission meeting: Board of Adjustment, one regular member and two alternate members for a three year term; and Planning & Zoning Commission, two alternate members for a three year term. Interested residents must be registered to vote in Ocean Ridge and submit a resume and letter of interest to the Town Clerk by the deadline of April 20<sup>th</sup> at 3:00 p.m. Incumbents are exempted from the resume and letter of interest requirement.
- 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)**

Peter Burling, 7 Osprey Drive, asked for an update on the Lucibella case, and asked if there will be any economic impact to residents resulting from the case. Mayor de Haseth stated that the Town cannot publically discuss the case since it is active. She encouraged Mr. Burling to talk one-on-one with Town Attorney Goddeau.

Virginia Scharlinski, 35 Harbour Drive South, discussed the changes in the Town since she first moved, and briefly discussed the recent robberies in her neighborhood. She noted that Harbour Drive residents have deeded access to the beach. She advised that Harbour Drive residents would like to begin a dialogue with the Town about the rights they have over such access. She explained her concern over renters and the beaches filling up. Mayor de Haseth asked for two members of her community to begin the dialogue with the Town Manager and the Town Attorney. Commissioner Pugh stated that the Harbour Drive beach access has been researched and he has paperwork that discusses the deed information. He further stated that he would be willing to provide such documentation.

Marion Glider, 34 Harbour Drive North, concurred with Mrs. Scharlinski. She added that the Harbour Drive neighborhood would like to have their own private access.

Gayle Breman, 5598 N. Ocean Blvd #44H, stated that there is a gate being installed at the Fayette Drive beach access without a permit. She stated that her community has spent funds on improvement to the access. She would like the Town to be aware of what is happening.

Phil Scarlet, 5700 Old Ocean Blvd, stated that he loves dogs and is not opposed to dogs; however, the dogs on the beach situation is out of hand. He gave a personal recollection about a dog on the beach without its leash. He urged the Town Commission to give thought on how to deal with dogs on the beach.

Todd Everts, 11 Harbour Drive North, disagreed with Mr. Scarlet and stated that Ocean Ridge is a dog friendly community. He suggested for the Town to look into allowing dogs on the beach during a specific time frame. He also voiced his concerns about security and impact to traffic once the new apartments are built on Woolbright. He stated that people use the beach accesses with no 'private signs'. Commissioner Wiescholek stated that there is an individual that is starting a group to provide information about the benefits of dogs on the beach to the Commission, and that he should reach out to join.

## REGULAR TOWN COMMISSION MEETING MINUTES FEBRUARY 7, 2022

Elisabeth Bingham, 1 E. Ocean Avenue, stated that the chamber audio needs to be fixed and that she is unable to hear properly. Chief Jones gave an update by noting that the Town is in the process of solidifying a vendor and bringing the information before the Commission for approval.

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

1.
  - a. Adopt Minutes of the Regular Town Commission Meeting of January 3, 2022
  - b. Acceptance of the Revenue & Expenditure Reports for November 2021 and December 2021
  - c. Acceptance of the Annual Infrastructure Surtax Report for 2021
  - d. Approve Lien Satisfaction for 14 Sabal Island Drive
  - e. Approve Budget Meeting Calendar for 2022
  - f. Waive Fill Permit Fee for Crown Colony
  - g. Approve Budgeted Expenditure of \$11,475 for Chris Wayne and Associates to Mulch in all Planting Beds within Town Limits

**Commissioner Wiescholek moved to approve the consent agenda; seconded by Vice Mayor Hurlburt. Motion carried 4-0.**

### **REGULAR AGENDA ITEMS**

2. **Second 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 Attorney Goddeau)**

Town Clerk Armstrong read Ordinance 2022-02 into the record by title only.

Town Attorney Goddeau introduced this item by noting the ordinance was approved in January and is on second reading. She advised that the ordinance was changed per the Commission's request to not allow the Administrative Official or designee to have the ability to grant a variance for the height.

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

Commissioner Wiescholek stated that he is in favor of the intent of the ordinance; however, he objected to the Administrative Official having authority to grant a variance to allow an encroachment on any other yard than where the existing encroachment currently is. He added that the Administrative Official should only be allowed to review cases where the proposed addition is a continuation of the existing encroachment.

Mayor de Haseth asked for clarification on the administrative variance process, to which Town Attorney Goddeau stated that the ordinance gives a percentage limitation, but does not limit on where the addition can be placed. Mayor de Haseth asked if the ordinance can be revised to limit the encroachment from going into a different yard. Town Attorney Goddeau stated that the change can be incorporated if desired by the Commission.

Commissioner Pugh stated that the intent is not to have residents go before the Board of Adjustment for a minor addition. He stated that the ordinance has two provisions as security checks. He added that the ordinance does not allow the Administrative Official to grant any addition to encroach further than 10 feet into the setback and the Administrative Official can always move the application up to the Board of Adjustment if they feel uncomfortable making a decision on it. Commissioner Wiescholek stated that the Administrative Official should not be placed in such a position.



## REGULAR TOWN COMMISSION MEETING MINUTES FEBRUARY 7, 2022

Vice Mayor Hurlburt stated that additional information can be added to the ordinance. Mayor de Haseth asked for advice from the Town Attorney to change the ordinance. Town Attorney Goddeau stated that the ordinance can be changed; however, the ordinance would have to go back to first reading since it will be a substantial change. Commissioner Wiescholak stated that he is willing to pass the ordinance with the condition to direct staff to redraft the ordinance to limit the administrative ability to review an application where the encroachment is on a different side than where the existing encroachment is.

Mayor de Haseth informed the public that an application was submitted that is now waiting for approval so she would be in favor of passing the ordinance now and possibly revising it later to incorporate the changes. Commissioner Pugh asked for clarification on whether the ordinance will be passed. Commissioner Wiescholak and Mayor de Haseth suggested that the ordinance be passed now and give direction to staff to further review the ordinance.

**Commissioner Wiescholak moved to adopt Ordinance 2022-02 on second reading; seconded by Commissioner Pugh. Motion carried 4-0.**

Town Manager Stevens asked if they are directing staff to work on changes as discussed. Commissioner Pugh asked for the item to go back before the Planning & Zoning Commission. Ric Carey, Planning & Zoning Commission Vice Chair concurred that it should go back before the Planning & Zoning Commission. There was consensus to direct staff to discuss further revisions with the Planning & Zoning Commission.

- 3. First Reading of Ordinance No. 2022-03 – An Ordinance of the Town of Ocean Ridge, Florida, Amending its Code of Ordinances at Chapter 58, “Utilities,” Article II, Entitled “Fencing and Screening of Sewage Disposal Facilities and Treatment Plants,” By Amending Section 58-26, Entitled “Required; Payment Of Costs; Review Of Plans,” To Revise the Fencing Requirement To Be By Concrete Block Wall of Up to Eight (8) Feet in Height Around Sewage Disposal Facilities or Sewage Treatment Plants; Providing For Repeal of Conflicting Ordinances, Severability, and an Effective Date. (By: Town Attorney Goddeau)**

Town Clerk Armstrong read Ordinance 2022-03 into the record by title only.

Town Attorney Goddeau introduced this item by noting there are many condominiums that have 8ft walls around their sewage treatment plants; however, the code only allows 6ft walls. She stated that changing the code will allow any condominiums moving forward to have an 8ft wall around their sewage treatment plant and the current walls would be in compliance with Town Code. Town Attorney Goddeau stated that the ordinance was also changed to show consistency with other sections of the code.

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

Commissioner Pugh asked if the item went before the Planning and Zoning Commission for review, to which Town Attorney Goddeau stated that the item does not have to since it is out of the Land Development Code section. The Planning and Zoning Commission is tasked with reviewing land development code.

Commissioner Pugh asked if there is a reason why this needs to be approved today or can it be postponed so that the Planning and Zoning Commission can review. Town Attorney Goddeau stated that it is for enforcement purposes to match existing circumstances for most condominiums.

Commissioner Wiescholak asked if Crown Colony had an 8ft wall around their sewage treatment plant, to which Mr. Kirn from Crown Colony responded that there is.

## REGULAR TOWN COMMISSION MEETING MINUTES FEBRUARY 7, 2022

Commissioner Pugh stated that the ordinance can be postponed to have the Planning and Zoning Commission review it. Mayor de Haseth stated that the ordinance is only codifying the existing circumstances and she summarized her understanding of the ordinance.

Commissioner Wiescholak is in favor of having the Planning and Zoning Commission review it. Mayor de Haseth asked if there are any pending applications impacted by the ordinance. Building Official Guy stated that the Town does have an application for an 8ft wall for their sewage treatment plant, and they cannot go for a variance since the ordinance is out of the land development section.

Commissioner Wiescholak asked if the sewage treatment plants are in the public view or only viewed by the residents of that community. Mayor de Haseth stated that it could be viewed by both in some cases. Building Official Guy stated that the reason for the increase might be that condominiums are two stories or higher so they are impacted by the smell and sight so the additional footage helps.

Commissioner Pugh clarified that the change is needed because an application is in progress. He highlighted that Crown Colony's wall has been up there for 50 years.

**Vice Mayor Hurlburt moved to adopt Ordinance 2022-03 on first reading; seconded by Commissioner Wiescholak. Motion carried 3-1 with Commissioner Pugh dissenting.**

#### **4. Request for Building Permit Extension for 5516 Old Ocean Blvd (By: Town Manager Stevens)**

Town Manager Stevens introduced the item by providing the history of the project and giving the Commission a list of outstanding items. She invited the owner's representative to speak.

Valentin Rodriguez, Attorney for the Contractor, 2465 Mercer Avenue Suite 301 in West Palm Beach, gave a brief history of the project and stated that they need additional time. He discussed the ongoing issues with the consent forms needed by the building department for the fence and the Clusias. Town Manager Stevens updated that the Clusias were approved today, but the fence would need the utility easement forms completed. Mr. Rodriguez stated that the company is having an issue obtaining consent from certain utilities.

Mayor de Haseth asked how long of an extension is being requested. Mr. Rodriguez stated that he would like 60 more days. Town Manager Stevens asked Mr. Rodriguez if 60 days was enough, to which Mr. Rodriguez changed his response and asked for a 90 day extension. Robin Turner, Project Manager for Creative Construction, provided a history of the ongoing issues that they are working to resolve to call for a final inspection. She gave an update on the permits, and that some of the permit applications are delayed because of utility consent. She asked that the Town forego the need for the consent form and only require a hold harmless agreement. Mr. Rodriguez stated that the homeowner is trying to move in by February 15<sup>th</sup> and that they will try to apply for a Certificate of Occupancy (CO).

Mayor de Haseth summarized the applicant's requests. She stated that the holes for the Clusia should have been filled when requested by the Town. Building Official Guy provided a list of issues that have transpired with the property which have included doing various work without permits. He discussed the Temporary Certificate of Occupancy (TCO) process that can be utilized, and noted that staff has been working with the applicant to resolve issues.

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

Commissioner Wiescholak stated that there are a lot of outstanding inspections and issues. He listed some of the outstanding inspections. Commissioner Wiescholak asked Building Official Guy if there has been any changes made to the project since the item was heard by the Commission. Building Official Guy stated

## REGULAR TOWN COMMISSION MEETING MINUTES FEBRUARY 7, 2022

that he has not been to the site since last year due to some of the events that transpired. He gave an update on the application that have been applied since the Commission meeting, and revisions that were not addressed from last year.

Mr. Rodriguez stated that he does not know if February 15<sup>th</sup> is doable, but it is the request of the homeowner. He stated that he was not aware of the TCO process and this is the first time he is hearing about that option. Commissioner Wiescholek stated that the contractor is still far from a TCO. Mr. Rodriguez stated that he is just asking for more time, and that Commissioner Coz has been great at bridging the gap. He also stated that the contractor has met with staff on several occasions. Mayor de Haseth reminded Mr. Rodriguez and the contractor that Commissioner Coz is one out of five Commissioners and he can't make decisions on his own.

Commissioner Wiescholek asked for further information about the December 12, 2021 incident, to which Mr. Rodriguez stated that no one was moving into the home, but rather only moving furniture. Ms. Turner stated that the interior designer bought furniture that would be built in. She stated that there was no attempt to move in by the homeowner, and that they were not aware about the TCO process. She added that the project has turned complicated because it has switched homeowners. Commissioner Wiescholek stated that the nearby residents have to deal with having construction for a long period of time. Ms. Turner stated that she had some issues with the exterior permits that have caused some delays. Mayor de Haseth stated that the holes for the Clusia could have been filled in while they were in the permit process. She further stated that the contractors should have focused on finishing the open permits prior to venturing out into doing more such as the fence and Clusia. She advised that the Town is eager to have the owner move in, but the project needs to be finished since the neighborhood is being impacted.

Mr. Rodriguez asked for the Commission to waive the renewal fee. Mayor de Haseth and Commissioner Wiescholek asked for clarification on the fee. Town Clerk Armstrong stated that the renewal fee is only for the expired permits.

Vice Mayor Hurlburt gave her insight and stated that the contractor should have inquired with the Town about permits required before commencing work. She stated that the Commission wants it done just as much as the homeowner, and stated that staff should not have been put in certain situations.

Mayor de Haseth asked for further information on the Building Permit Application # 22190. Town Clerk Armstrong provided the information. Ms. Turner stated that the permit was for the deck, but due to the ownership issue that they decided not to do it. Town Clerk Armstrong stated that the contractor has to apply to cancel the permit because otherwise the building permit application remains active awaiting for comments to be addressed. Mayor de Haseth asked them to withdraw Building Permit Application # 22190, and warned them about doing any work on the dune without the proper permits.

Commissioner Pugh asked Town Manager Stevens for her position as the Town Manager. Town Manager Stevens stated that she would like to see the work done and would like them to get the extension requested so that they can finish their project. Commissioner Pugh discussed the hurdle that they have that has been placed by the Town, and stated that the Town should get rid of hurdles.

Commissioner Wiescholek asked if the fence permit or the Clusia would affect the Certificate of Occupancy, to which Town Manager Stevens stated that the fence and the Clusia do not impact their ability to get a Certificate of Occupancy.

Mayor de Haseth stated that the projects can be extended with the ability to send them to Code Enforcement if not done by deadline date. She also stated that if the contractor does more work without a permit, then the contractor should be reported to the state.



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Vice Mayor Hurlburt asked if 90 days is a doable amount, to which Building Official Guy stated that he has not gone to the site at the request of the contractor so he will not be able to give a rough estimate of time. He stated that the inspection company HyByrd can complete the inspections; however, he will have to do an inspection of the site when he receives the Certificate of Occupancy application.

Mayor de Haseth went over her conditions, which were: renewal fees would not be waived, Building Official can enter the property, holes for Clusia to be filled in, project goes to Code Enforcement if not completed, and immediate withdrawal of building permit application 22190. Mr. Rodriguez stated that he would like due process at the end of the 90 days prior to being sent to Code Enforcement.

Steven Simmons, owner of 5516 Old Ocean Blvd, stated that he is looking forward to moving into the property with his family. He further stated that he would not like to be sent to Code Enforcement, but would like the extension to be granted by the Commission. He further added that he was unaware of all the missing items and he would not be moving into a place that is unsafe. He asked the Commission to waive the fees and to allow them to come back for additional time after the 90 days extension if they are not completed. Mayor de Haseth stated that she is against waiving the fees because of the amount of time that staff and the Town Commissioners have dedicated to the project. Vice Mayor Hurlburt asked Town Attorney Goddeau if there is any compromise to allow them to come back after the end of the extension. Town Attorney Goddeau provided the notice process for Code Enforcement if the Commission directs staff to send them to Code Enforcement. Vice Mayor Hurlburt stated that the Special Magistrate does listen to staff and their recommendation to remedy any violation. Mr. Simmons stated that it may be beneficial to change the requested time to 120 days.

Town Attorney Goddeau stated that there will be major issues closing permits if they do any additional work than what is shown in the approved permits. The contractor was notified that additional bedrooms would trip the threshold for going to Planning & Zoning for review. Ms. Turner stated that she needs to do a revision on the plumbing because the plans changed.

Commissioner Pugh stated that HyByrd should continue doing the inspections so that there is consistency of who is looking at it. He stated HyByrd is capable of doing and finishing the inspections on the property. He further added that there is a lot of work to be done on the project, and further reminded of the already ongoing timeline of the project. He asked for the Town Manager to give an update to the Commission. He advised that they could do the minimum work to close out the project and get the CO, then after apply for more permits to the additional smaller items.

Commissioner Wiescholek asked if HyByrd can issue the CO, to which Building Official Guy stated that his signature will be needed to get the CO and he will not sign without doing the final building inspection.

**Commissioner Wiescholek moved to approve an extension to the building permits for 5516 Old Ocean Blvd for a 90-day period with the following conditions: The project will be sent to Community Standards proceedings once the 90<sup>th</sup> day expires; the renewal fees shall be paid in accordance with the current fee schedule; the contractor will immediately withdraw or cancel building permit #22190 for a dune crossover; no work shall be conducted without the proper permits and/or revisions; and provide the Building Official the ability to inspect the property; seconded by Vice Mayor Hurlburt. Motion carried 4-0.**

Stevens Simmons asked the Town Commission for clarification on why the fence permit has not been approved. Commissioner Wiescholek stated that if the only permit outstanding in 90 days is fence, then the Town would extend. Town Attorney Goddeau stated that it is standard practice to require utility consent to

## REGULAR TOWN COMMISSION MEETING MINUTES FEBRUARY 7, 2022

place a fence in a utility easement. She also advised that the fence permit application will not be subject to the extension because it is a new permit. The extension will only apply to the permits expired.

### **5. Request for Building Permit Extension for 6273 N. Ocean Blvd (By: Town Manager Stevens)**

Town Manager Stevens introduced the item by providing the Town Commission the history of the extensions on the property. She stated that the homeowner is asking for additional time, and advised that there is a representative present.

Fuad Abbasi, Project Manager for Summit Structures, stated that additional time is needed to finish the project. He explained all the issues that have transpired that kept them from being able to finish the job. Mayor de Haseth asked for clarification on the amount of time needed, to which Mr. Abbasi stated that he would like 90 days or more to complete the project.

Mayor de Haseth asked for information on how many times the application has received an extension, and Town Manager Stevens provided the dates.

Mayor de Haseth called for public comment.

Ric Carey, 39 Spanish River Drive, stated that everyone is frustrated with the ongoing construction and the design. He added that the residents will have to live with the west elevation façade of the structure. He encouraged the Commission to bargain with the owner to change the west façade in trade for additional time.

Ted Ritota, 4 Hudson Avenue, stated that the project has gone on for far too long and there has been little work done at the property.

John Shibles, 6201 N. Ocean Blvd, provided the Commission a list of issues he has noticed on the property. He stated that there are not many workers on the property working. He also advised that the company has been involved from the beginning and is not doing an adequate job to get the job to completion. He is against any extensions.

Zoanne Hennigan, 91 Island Drive South, agreed with Mr. Carey and Mr. Shibles. She is not in favor of any additional extensions and stated that there has been a lack of respect by the owner to the residents and already a lot of extensions granted by the Town.

Alana Berish, 6275 N. Ocean Blvd, stated that she would not like to see the extension request granted. She discussed her issues with the property and the impact it is causing on her property and family. Mayor de Haseth welcomed her to the neighborhood.

Commissioner Pugh asked Town Attorney Goddeau to advise the Commission on its options. He also asked if the deck on the roof was permitted. Building Official Guy stated that it was approved by the previous Building Official and he is working to gather the timeline. He further added that the contractor had provided the town with a timeline of completion which they failed to follow.

Town Attorney Goddeau provided the Commission their options, and gave the legal ramification of each option.

Commissioner Wiescholak gave his position and stated that money has not been a motivator to get them to complete the work. Mayor de Haseth concurred, and stated that she would like to not extend the building permit and have the Building Official place a 'Stop Work Order' tag. She added that maybe that will force the owner to have contact with the town and get involved to finish the construction. Vice Mayor Hurlburt

## REGULAR TOWN COMMISSION MEETING MINUTES FEBRUARY 7, 2022

concurred that the project has not been moving forward and the contractor has not shown any real progress on the construction. She stated that the extension will continue the cycle.

Town Manager Stevens asked Town Attorney Goddeau if this does end up in litigation is it possible that a judge would require the Town to extend the permit and let the owner finish the job, and Town Attorney Goddeau confirmed and gave the legal ramifications and the legal possibilities of different outcomes. Commissioner Wiescholak gave some legal arguments that could be made, to which Mayor de Haseth asked the Commission to focus on the present and not the possible legal arguments at this point.

Commissioner Wiescholak asked the neighbors Mr. Shibles and Ms. Berish if they would be okay with the Commission not granting an extension, noting that the abandoned construction site would remain in the current condition, and both Mr. Shibles and Ms. Berish stated that they would be okay with the Commission not granting an extension.

**Commissioner Pugh moved to not grant a building permit extension to 6273 N. Ocean Blvd, to direct the Building Official to post a ‘Stop Work Order’ on the property, and start Community Standards proceedings immediately if the project continues; seconded by Commissioner Wiescholak. Motion Carried 4-0.**

Chief Jones notified the contractor, Mr. Abbasi, that work is not permitted on the property and if anyone is caught doing work, then they may be subject to arrest.

(Town Clerk’s Note: There was a 5 minute recess at this time, and the Commission reconvened at 8:34 p.m.)

Town Manager Stevens asked the Commission to take up item #9 next, as an FPL Representative has been waiting patiently to speak to the Commission. The Commission gave consensus.

### **9. Discussion Regarding Conversion of FPL Street Lights to LED (By: Town Manager Stevens)**

Thomas Siculietano, FPL representative, provided the Commission and the public with the proposal by FPL. The proposal would include converting to street lights to LED. He discussed the cost and safety benefits. He outlined the process if the Commission was to approve the conversion, and explained the type of lights.

Mayor de Haseth called for public comment.

Ric Carey, 39 Spanish River Drive, would like to see a local example first before a decision is made; however, he is in favor of continuing with the existing lights that give it a small community feel.

Charles Kittler, 35 Hersey Drive, stated that the lights do not need to be changed. He is actually in favor of removing some lights from Old Ocean Blvd to help with the traffic.

Betty Bingham, 1 E. Ocean Avenue, stated that the LED lights may impact the inside of people’s homes.

Vice Mayor Hurlburt stated that she would like to see examples before making a decision.

Commissioner Pugh stated that he is not in favor of converting to LED.

Commissioner Wiescholak asked if the town has to change, to which Mayor de Haseth stated that the town does not have to. Commissioner Wiescholak summarized the issue. He concurred with Vice Mayor Hurlburt that he would like to see an example.

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Mayor de Haseth stated that she is not in favor of converting to LED, but would like to see FPL address their outdated pole redundancy issue throughout the town. She also commented that there are parts of Town that need additional poles for lighting due to safety concerns.

Thomas Siculietano reiterated the benefits, which include the cost and more lighting for safety measures. He also noted that the lights come with shields to avoid the lights going into homes. He also stated that the current lights will eventually need to be changed to LED, as they no longer stock the old hardware. He further added that he would inquire more about Mayor de Haseth's concerns.

Town Manager Stevens recommended to the FPL Representative that they install a sample near the Ocean Ridge Town Hall parking lot so residents and the Commission can come and see it before they make a decision. Commissioner Wiescholak and Vice Mayor Hurlburt concurred.

**Vice Mayor Hurlburt moved to defer the item for 90 days so that FPL can install one LED light near Town Hall as an example; seconded by Commissioner Wiescholak. Motion carried 3-1 with Mayor de Haseth dissenting.**

### **6. Request for Lien Reduction for 101 Bonito Drive (By: Town Clerk Armstrong)**

Town Clerk Armstrong explained the request for lien reduction received, and provided a timeline of the Code Enforcement case that led to the lien.

Keith Kern, representative for 101 Bonito Drive LLC, gave a background of the property. He stated all owners were aware of the lien, but his owner acted in good faith and bought the property up to compliance shortly after purchasing the home. His request is to pay the original amount of the lien with interest.

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

Commissioner Wiescholak asked if the client was aware and negotiated the price of the property because of the existing lien. Mr. Kern stated that his client was aware prior to purchasing, and he is not sure if that was part of the purchase agreement. Commissioner Wiescholak stated that the community had to live with the property in disrepair for a long time.

Commissioner Pugh asked for the timeline of when the owner bought it and when the property came into compliance. Mr. Kern stated that the client bought the property in July and applied for a demolition permit in August. Commissioner Pugh stated that he would be willing to compromise.

Mayor de Haseth stated that the Town gave leniency on the original fine because it could've been a fine of \$250 per day, but the Town requested that the Special Magistrate impose only \$100 per day out of courtesy to the previous owner.

**Commissioner Wiescholak denied the lien reduction for 101 Bonito Drive; seconded by Vice Mayor Hurlburt. Motion carried 3-1 with Commissioner Pugh dissenting.**

**(Town Clerk's Note: Item #7 was removed during agenda approval by the Commission.)**

~~7. Resolution No. 2022-03: 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: Building Official Guy)~~

### **8. Approve Updates to the Construction Site Management Handbook (By: Building Official Guy)**

Building Official Guy introduced the item by noting the changes in the handbook. All changes were shown in red.

## REGULAR TOWN COMMISSION MEETING MINUTES FEBRUARY 7, 2022

Commissioner Pugh inquired about the change to the Maintenance of Transportation (MOT) requirement. Chief Jones stated that there have been issues with parking and delivering equipment for large projects. He gave a recent example. Commissioner Pugh stated that it is too broad and makes it seem that every permit will need an MOT, even small construction jobs. Town Manager Stevens stated that the words “if deemed required by the Building Official” can be added, and Commissioner Pugh liked the idea. He suggested that staff should work on the language and bring it back. He also stated that the TCO process should be included in the Handbook to ensure everyone is aware that there is a process.

There was consensus from the Commission to postpone this item to next month’s meeting so staff can make the changes requested.

### **10. Town Manager Annual Evaluation (By: Town Manager Stevens)**

Town Manager Stevens introduced the item by noting that it was time for her evaluation. She informed the Commission regarding her accomplishments as Town Manager.

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

Commissioner Wiescholek commended Town Manager Stevens on the work she has done. He stated that the evaluation process is still deficient though. He gave the reasons of why it is deficient and asked for the evaluation process to be changed. Town Manager Stevens agreed that the evaluation system still needs to be revised. There was consensus to have the evaluation revised before the next evaluation period.

Mayor de Haseth thanked Town Manager Stevens for her work. Vice Mayor Hurlburt stated that she likes the fact that the Town Manager has an open door policy and is great at communicating.

**Commissioner Wiescholek moved to increase the Town Manager’s salary as budgeted effective January 4, 2022; seconded by Vice Mayor Hurlburt. Motion carried 4-0.**

## **STAFF & COMMITTEE REPORTS**

### **11. Planning & Zoning Commission**

Vice Chair Carey read the report into the record. He asked the Commission for the ability to have the Planning and Zoning Commission review the definition of breezeway. The Commission gave consensus to allow the Planning and Zoning Commission to explore the definition of breezeway.

### **12. Town Manager**

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

- Recognized and congratulated Building Official, Durrani Guy, for being selected by his peers to serve on the Board of Directors for the Palm Beach County Building Officials Association. And also recognized and congratulated Town Clerk, Karla Armstrong, for being selected by her peers to serve as the Secretary of the Palm Beach County Municipal Clerks’ Association.
- In recognition of National Law Enforcement Appreciation Day which was held in January, the town extends its sincere thanks to all of our Police Officers for the outstanding job they all do to keep the Town safe, and make Ocean Ridge a great place to live and work!
- In the month of January, we celebrated the employee anniversaries of our Police Officers Keith Ramirez and Billy Ranta, who have both served the Town for the past 3 years; along with myself who has served the Town for the past 6 years.
- I have been attending the weekly Florida League of Cities legislative updates to keep track of any new proposed legislation that might affect the Town. The FLC lobbyists are doing a great job advocating for us this session, and I’ll let you know if there are any calls to action that we need to respond to.



## REGULAR TOWN COMMISSION MEETING MINUTES FEBRUARY 7, 2022

- The Coastal Resilience Partnership's Climate Change Vulnerability Assessment is available on the Town's website for the public to view. Of particular interest in the report is a portfolio of climate adaptation strategies that the Town Manager is working on collectively with Palm Beach County and the five other municipalities in the CRP. We are currently working on trying to secure grant funding for further resilience planning and projects. I will keep you updated as we progress.
- After the last Town Commission meeting, we advertised on our website and in the newsletter that the Town Commission is creating a Task Force to study safety measures for pedestrians along the Old Ocean Blvd corridor. The names of all the interested residents were read into record. The next step will be for the Town Commission to give direction on the objectives for the task force.

The Commission discussed the Old Ocean Blvd Pedestrian Safety Task Force. They decided to start by having the task force hold a workshop so that the public could attend and provide ideas to the task force to give them an outline of where to begin.

Chief Jones provided an outline of the safety issues on Old Ocean, and stated that he will begin an educational campaign on that street moving forward. Commissioner Pugh voiced his concern about any strict enforcement and the backlash that may come from it.

### **13. Town Attorney**

Town Attorney Goddeau did not have a report to present.

### **14. Police Chief**

Chief Jones advised that the Police Department report was included in the meeting package. He discussed the reporting issues that the City of Boynton Beach has within their agency due to the two separate systems used to show the times for EMS and Fire Rescue. He stated that he is working with different communities on safety.

### **10. Building Official**

Building Official Guy advised that the Building Department report was included in the meeting package. He mentioned that the town has increased its CRS rating which means that residents will save more on Flood Insurance. He discussed how the town can increase again.

## **ADJOURNMENT**

Meeting Adjourned at 9:47 p.m.

Minutes prepared by Town Clerk Armstrong, and adopted by the Town Commission on March 7, 2022.

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Kristine de Haseth, Mayor

ATTEST:

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Karla M. Armstrong, Town Clerk

**REVENUE/EXPENDITURE REPORT**  
JANUARY 2022

Page: 1  
2/18/2022  
7:58 AM

Town of Ocean Ridge

For the Period: 10/1/2021 to 1/31/2022

**Fund: 001 - GENERAL FUND**

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud	Notes
Revenues							33%	
Dept: 310.000 TAXES								
311.000 AD VALOREM TAXES (NET)	6,157,610.00	6,157,610.00	5,219,796.91	239,202.56	0.00	937,813.09	84.8	Majority of Taxes Received
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	9,547.83	6,468.45	0.00	26,452.17	26.5	On Target - Receipts one month behind
312.420 SECOND LOCAL OPTION FUEL TAX	17,000.00	17,000.00	4,353.78	2,923.52	0.00	12,646.22	25.6	On Target - Receipts one month behind
313.100 ELECTRIC FRANCHISE TAX	190,000.00	190,000.00	30,964.29	14,599.45	0.00	159,035.71	16.3	On Target - Receipts two months behind
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	65,888.70	20,550.53	0.00	204,111.30	24.4	On Target - Receipts one month behind
314.800 UTILITY SERVICE TAX PROPANE	20,000.00	20,000.00	4,508.94	2,768.17	0.00	15,491.06	22.5	On Target - Receipts one month behind
314.900 UTILITY SERVICE TAX WATER	97,000.00	97,000.00	16,798.45	0.00	0.00	80,201.55	17.3	On Target - Receipts one month behind
315.000 COMMUNICATION SERVICES TAX	40,000.00	40,000.00	10,677.22	3,620.93	0.00	29,322.78	26.7	On Target - Receipts one month behind
319.100 INTEREST ON DELINQUENT TAXES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0	No Revenue Received
335.200 LOCAL GOVT 1 CENT SALES TAX	140,000.00	140,000.00	34,810.16	23,814.41	0.00	105,189.84	24.9	On Target - Receipts one month behind
<b>TAXES</b>	<b>6,969,610.00</b>	<b>6,969,610.00</b>	<b>5,397,346.28</b>	<b>313,948.02</b>	<b>0.00</b>	<b>1,572,263.72</b>	<b>77.4</b>	
Dept: 320.000 LICENSES & PERMITS								
321.100 PROF & OCCUPATIONAL LICENSES	900.00	900.00	348.00	0.00	0.00	552.00	38.7	
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	600,000.00	600,000.00	225,259.44	69,780.88	0.00	374,740.56	37.5	
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	25.00	10.00	0.00	275.00	8.3	Low Volume
329.200 ALARM USER PERMITS	2,000.00	2,000.00	520.00	480.00	0.00	1,480.00	26.0	Low Volume
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	1,220.00	490.00	0.00	780.00	61.0	High Volume
<b>LICENSES &amp; PERMITS</b>	<b>605,200.00</b>	<b>605,200.00</b>	<b>227,372.44</b>	<b>70,760.88</b>	<b>0.00</b>	<b>377,827.56</b>	<b>37.6</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	31,668.07	0.00	0.00	-31,668.07	0.0	Received Unbudgeted Grant Funds
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	16,134.40	4,033.60	0.00	33,865.60	32.3	
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	44,020.47	30,251.45	0.00	105,979.53	29.3	
335.490 REBATE ON MUNICIPAL VEHICLES	1,700.00	1,700.00	0.00	0.00	0.00	1,700.00	0.0	Qtrly Payments - No Receipts to Date
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 Due 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	790.98	114.79	0.00	5,209.02	13.2	Low Receipts
338.100 PROPORTION 911 CALL TAKER REV	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
338.300 PBC SOLID WASTE RECYCL PROGRAM	250.00	250.00	1,909.78	1,909.78	0.00	-1,659.78	763.9	Adjustment to Follow

338.400	911 DPS RELATED REIMBURSEMENTS	250.00	250.00	0.00	0.00	0.00	250.00	0.0	No Receipts to Date
338.500	PB COUNTY 1250 MONIES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0	No Receipts to Date
	INTERGOVERNMENTAL REVENUE	221,340.00	221,340.00	94,523.70	36,309.62	0.00	126,816.30	42.7	
	Dept: 340.000 CHARGES FOR SERVICES								
341.200	ZONING FEES	18,000.00	18,000.00	3,219.28	2,302.00	0.00	14,780.72	17.9	Adjustment to Follow
341.300	SALE OF MAPS & PUBLICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
341.400	CERT COPYING RECORD SEARCH ETC	3,000.00	3,000.00	1,386.60	247.20	0.00	1,613.40	46.2	High Volume of Lien Searches
341.900	OTHER GEN GOVT CHARGES & FEES	9,000.00	9,000.00	14,607.35	5,171.70	0.00	-5,607.35	162.3	High Volume of Public Record Requests
342.100	LAW ENFORCEMENT/FIRE SERVICE	190,000.00	190,000.00	63,654.00	15,913.50	0.00	126,346.00	33.5	
342.300	ALARM MONITORING	43,000.00	43,000.00	10,400.00	9,600.00	0.00	32,600.00	24.2	Low Receipts
342.800	SPECIAL DETAIL SERVICES	45,000.00	45,000.00	5,912.50	880.00	0.00	39,087.50	13.1	Low Volume of Special Details
342.900	OTHER PUB SAFETY CHARGES & FEES	1,500.00	1,500.00	406.57	108.80	0.00	1,093.43	27.1	
343.400	GARBAGE AND TRASH REVENUE	340,000.00	340,000.00	282,752.76	30,448.76	0.00	57,247.24	83.2	Funds were due in Dec - Majority Received
343.900	LOT MOWING AND CLEARING	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
	<b>Fund: 001 - GENERAL FUND</b>								
	Revenues								
	CHARGES FOR SERVICES	649,500.00	649,500.00	382,339.06	64,671.96	0.00	267,160.94	58.9	
	Dept: 350.000 FINES & FORFEITURES								
351.100	COURT FINES - COURT CASES	3,000.00	3,000.00	405.90	151.68	0.00	2,594.10	13.5	Low Receipts
351.200	CONFISCATED PROP COURT CASES	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
351.300	POLICE EDUCATION \$2.00	200.00	200.00	88.81	29.18	0.00	111.19	44.4	
354.000	VIOLATIONS OF LOCAL ORDINANCES	9,000.00	9,000.00	1,070.00	335.00	0.00	7,930.00	11.9	Low Volume of Violations
	FINES & FORFEITURES	12,200.00	12,200.00	1,564.71	515.86	0.00	10,635.29	12.8	
	Dept: 360.000 MISCELLANEOUS REVENUES								
361.100	INTEREST EARNED (SAV,INV,ETC.)	20,000.00	20,000.00	9,318.07	3,321.01	0.00	10,681.93	46.6	Interest Maximized on Money Market Acct
361.300	NET INCREASE IN FAIR MKT VALUE	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
361.320	INTEREST EARNED-PB CO TAX COLL	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0	No Receipts to Date
361.390	INTEREST OTHER (LIENS, ETC.)	500.00	500.00	2,317.28	2,317.28	0.00	-1,817.28	463.5	High Volume of Paid Liens Due to Home Sales
364.410	EQUIPMENT SALES & COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
366.500	ENVIR. CONTRIBUTIONS-DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
366.600	ART PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
366.900	MISC CONTRIB PRIVATE SOURCES	10,500.00	10,500.00	50.42	0.00	0.00	10,449.58	0.5	Only \$50 in donations received to date
	MISCELLANEOUS REVENUES	32,500.00	32,500.00	11,685.77	5,638.29	0.00	20,814.23	36.0	
	Dept: 380.000 NON - REVENUES								
380.100	FUND BALANCE UNAPPROPRIATED	331,090.00	331,090.00	0.00	0.00	0.00	331,090.00	0.0	To Be Determined at Year End
381.100	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
388.200	INSURANCE PROCEEDS	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0	Insurance Grant Not Yet Received
389.100	PRIOR YEAR CARRYOVER (SURPLUS)	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
	NON - REVENUES	336,090.00	336,090.00	0.00	0.00	0.00	336,090.00	0.0	
	Revenues	8,826,440.00	8,826,440.00	6,114,831.96	491,844.63	0.00	2,711,608.04	69.3	
	Expenditures								
	Dept: 000.000								
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	2,000.00	500.00	0.00	4,000.00	33.3	
502.100 FICA TAXES	459.00	459.00	153.00	38.25	0.00	306.00	33.3	
502.200 RETIREMENT CONTRIBUTIONS	588.00	588.00	216.40	54.10	0.00	371.60	36.8	
502.400 WORKERS' COMPENSATION	14,036.00	14,036.00	9,655.80	0.00	0.00	4,380.20	68.8	Workers Comp Audit Adj.
504.000 TRAVEL & PER DIEM	4,999.50	4,999.50	0.00	0.00	0.00	4,999.50	0.0	No Expenses to Date
504.500 INSURANCE LIAB, HAZARD, DAMAGE	18,678.00	18,678.00	804.85	268.30	0.00	17,873.15	4.3	Low Expenses
504.900 OTHER CURRENT CHARGES	499.50	499.50	0.00	0.00	0.00	499.50	0.0	No Expenses to Date
505.400 SUBSC, MEMBERSHIPS, EDUCATION	1,500.00	1,500.00	350.00	0.00	0.00	1,150.00	23.3	Low Expenses
TOWN COMMISSION	46,760.00	46,760.00	13,180.05	860.65	0.00	33,579.95	28.2	
Dept: 512.102 TOWN MANAGER								
501.100 EXECUTIVE SALARIES	132,500.00	132,500.00	43,269.30	9,615.40	0.00	89,230.70	32.7	
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	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	3,310.11	735.58	0.00	6,826.14	32.7	
502.200 RETIREMENT CONTRIBUTIONS	39,399.25	39,399.25	12,552.43	2,789.43	0.00	26,846.82	31.9	
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	3,334.64	833.66	0.00	6,678.36	33.3	
502.310 LONG TERM DISABILITY	768.00	768.00	193.32	48.33	0.00	574.68	25.2	
502.400 WORKERS' COMPENSATION	2,807.25	2,807.25	1,931.16	0.00	0.00	876.09	68.8	Workers Comp Audit Adj
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	
Fund: 001 - GENERAL FUND								
Expenditures								
Dept: 512.102 TOWN MANAGER								
504.000 TRAVEL & PER DIEM	2,300.00	2,300.00	594.28	0.00	0.00	1,705.72	25.8	
504.100 COMMUNICATIONS SERV PHONE ETC	600.00	600.00	186.54	50.24	0.00	413.46	31.1	
504.500 INSURANCE LIAB, HAZARD, DAMAGE	216.25	216.25	160.99	53.66	0.00	55.26	74.4	On Budget - Paid 3rd Qtr
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	530.05	0.00	0.00	3,069.95	14.7	Low Expenses
505.400 SUBSC, MEMBERSHIPS, EDUCATION	2,970.00	2,970.00	375.00	0.00	0.00	2,595.00	12.6	
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	66,437.82	14,126.30	0.00	144,920.18	31.4	
Dept: 513.103 TOWN CLERK/FINANCE								
501.100 EXECUTIVE SALARIES	67,390.00	67,390.00	22,898.08	5,088.47	0.00	44,491.92	34.0	
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	37,054.72	8,896.88	0.00	83,391.28	30.8	
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	1,344.83	212.88	0.00	655.17	67.2	Short Staffed, Overtime needed
501.410 VACATION PAY	3,612.25	3,612.25	378.46	378.46	0.00	3,233.79	10.5	Low Expenses
501.700 FLEX	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
502.100 FICA TAXES	14,370.00	14,370.00	4,718.17	1,115.11	0.00	9,651.83	32.8	
502.200 RETIREMENT CONTRIBUTIONS	20,832.25	20,832.25	6,673.34	1,577.20	0.00	14,158.91	32.0	
502.300 LIFE & HEALTH INSURANCE	29,770.00	29,770.00	8,271.10	2,477.10	0.00	21,498.90	27.8	
502.310 LONG TERM DISABILITY	1,089.25	1,089.25	317.30	88.63	0.00	771.95	29.1	
502.400 WORKERS' COMPENSATION	8,421.25	8,421.25	5,793.48	0.00	0.00	2,627.77	68.8	Workers Comp Audit Adj.

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	33,500.00	33,500.00	3,050.00	0.00	0.00	30,450.00	9.1	Low Expenses
503.400	OTHER CONTRACTUAL SERVICES	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0	No Expenses to Date
504.000	TRAVEL & PER DIEM	2,150.00	2,150.00	23.68	0.00	0.00	2,126.32	1.1	Low Expenses
504.500	INSURANCE LIAB, HAZARD, DAMAGE	647.00	647.00	482.97	160.98	0.00	164.03	74.6	On Budget - Paid 3rd Qtr
504.610	REPAIR & MAINTENANCE	500.00	500.00	332.42	0.00	0.00	167.58	66.5	On Budget - Annual Payment to Tyler Tech
504.900	OTHER CURRENT CHARGES	3,500.00	3,500.00	1,055.82	516.00	0.00	2,444.18	30.2	
505.400	SUBSC, MEMBERSHIPS, EDUCATION	1,975.00	1,975.00	35.00	0.00	0.00	1,940.00	1.8	Low Expenses
506.400	MACHINERY & EQUIPMENT	900.00	900.00	0.00	0.00	0.00	900.00	0.0	No Expenses to Date
	TOWN CLERK/FINANCE	315,103.00	315,103.00	92,429.37	20,511.71	0.00	222,673.63	29.3	
	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	150,000.00	150,000.00	36,458.00	12,540.00	0.00	113,542.00	24.3	Low Expenses
503.110	LEGAL SPECIAL COUNSEL	183,000.00	183,000.00	8,161.38	4,291.00	0.00	174,838.62	4.5	Low Expenses
504.700	PRINTING	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0	Codification done in last quarter
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	
	LEGAL	338,000.00	338,000.00	44,619.38	16,831.00	0.00	293,380.62	13.2	
	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	3,017.00	3,017.00	2,254.04	751.37	0.00	762.96	74.7	On Budget, Paid 3rd Qtr
504.900	OTHER CURRENT CHARGES	750.00	750.00	0.00	0.00	0.00	750.00	0.0	No Expenses to Date
	APPOINTED BOARDS	3,767.00	3,767.00	2,254.04	751.37	0.00	1,512.96	59.8	
	Dept: 519.106 OTHER GENERAL GOVERNMENT								
503.100	PROFESSIONAL SERVICES	84,616.00	84,616.00	5,923.70	3,619.04	0.00	78,692.30	7.0	Low Expenses
503.400	OTHER CONTRACTUAL SERVICES	51,519.00	51,519.00	10,867.07	0.00	32,226.00	8,425.93	83.6	On Target, Holiday Lighting Pd in December
	Fund: 001 - GENERAL FUND								
	Expenditures								
	Dept: 519.106 OTHER GENERAL GOVERNMENT								
504.100	COMMUNICATIONS SERV PHONE ETC	13,550.00	13,550.00	2,427.66	343.00	0.00	11,122.34	17.9	Low Expenses
504.200	POSTAGE & FREIGHT	4,200.00	4,200.00	0.00	0.00	0.00	4,200.00	0.0	No Expenses to Date
504.300	UTILITY SERVICE - ELEC & WATER	10,000.00	10,000.00	2,525.93	117.50	0.00	7,474.07	25.3	Low Expenses
504.400	RENTALS & LEASES	3,000.00	3,000.00	671.22	223.74	0.00	2,328.78	22.4	Low Expenses
504.500	INSURANCE LIAB, HAZARD, DAMAGE	92,144.00	92,144.00	67,011.90	21,787.85	0.00	25,132.10	72.7	On Budget, 3rd Qtr Paid

505.400	SUBSC, MEMBERSHIPS, EDUCATION	21,128.00	21,128.00	5,403.40	75.00	0.00	15,724.60	25.6	
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	No Expenses to Date
507.000	COVENANT FROM DRAINAGE LOAN	400,000.00	400,000.00	233,971.84	233,971.84	0.00	166,028.16	58.5	On Budget - Paid Bi-Annually
507.010	COVENANTS FROM TH LOAN	223,000.00	223,000.00	74,217.69	0.00	0.00	148,782.31	33.3	
507.200	DEBT SERVICE - INTEREST	158,000.00	158,000.00	3,536.02	0.00	0.00	154,463.98	2.2	Low Expenses
	OTHER GENERAL GOVERNMENT	1,145,610.00	1,145,610.00	435,372.28	264,889.37	32,226.00	678,011.72	40.8	
	Dept: 521.107 LAW ENFORCEMENT & FIRE CONTROL								
501.100	EXECUTIVE SALARIES	110,434.00	110,434.00	38,163.44	8,480.76	0.00	72,270.56	34.6	
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	1,521,677.00	1,521,677.00	465,457.92	111,010.12	0.00	1,056,219.08	30.6	
501.210	ONE TIME LUMP SUM INCREASE	2,000.00	2,000.00	1,579.59	0.00	0.00	420.41	79.0	Majority of Longevity Bonuses Paid
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	24,914.14	8,795.40	0.00	65,085.86	27.7	
501.410	VACATION PAY	30,134.00	30,134.00	4,802.41	0.00	0.00	25,331.59	15.9	Low Expenses
501.500	SPECIAL PAY INCENTIVE	20,000.00	20,000.00	5,320.00	1,330.00	0.00	14,680.00	26.6	
501.510	SPECIAL DETAIL PAY	40,000.00	40,000.00	5,700.00	840.00	0.00	34,300.00	14.3	Low Expenses
501.600	HOLIDAY PAY	77,182.00	77,182.00	26,200.26	6,577.93	0.00	50,981.74	33.9	
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	43,317.08	9,871.09	0.00	81,538.92	34.7	
502.200	RETIREMENT CONTRIBUTIONS	373,626.00	373,626.00	126,092.26	28,690.26	0.00	247,533.74	33.7	
502.300	LIFE & HEALTH INSURANCE	218,863.00	218,863.00	68,814.20	17,408.69	0.00	150,048.80	31.4	
502.310	LONG TERM DISABILITY	9,088.00	9,088.00	2,875.43	724.25	0.00	6,212.57	31.6	
502.400	WORKERS' COMPENSATION	67,371.00	67,371.00	46,348.10	0.00	0.00	21,022.90	68.8	Workers Comp. Audit Adjustment
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	23,877.87	15,774.25	0.00	37,937.13	38.6	
503.400	OTHER CONTRACTUAL SERVICES	1,288,300.00	1,288,300.00	650,276.37	650,276.37	0.00	638,023.63	50.5	Paid Bi-Annually, FIRE/EMS Service
504.000	TRAVEL & PER DIEM	20,400.00	20,400.00	6,651.65	3,160.00	0.00	13,748.35	32.6	
504.100	COMMUNICATIONS SERV PHONE ETC	34,500.00	34,500.00	6,584.96	1,053.31	0.00	27,915.04	19.1	Low Expenses
504.200	POSTAGE & FREIGHT	2,000.00	2,000.00	71.96	17.99	0.00	1,928.04	3.6	Low Expenses
504.300	UTILITY SERVICE - ELEC & WATER	12,500.00	12,500.00	2,341.37	117.52	0.00	10,158.63	18.7	Low Expenses
504.400	RENTALS & LEASES	2,500.00	2,500.00	777.32	194.33	0.00	1,722.68	31.1	
504.500	INSURANCE LIAB, HAZARD, DAMAGE	31,798.00	31,798.00	24,060.57	8,457.64	0.00	7,737.43	75.7	On Budget, Pd 3rd Qtr
504.610	REPAIR & MAINTENANCE	98,900.00	98,900.00	13,754.33	5,925.95	0.00	85,145.67	13.9	Low Expenses
504.620	REPAIR & MAINTENANCE VEHICLE	16,500.00	16,500.00	5,896.01	1,152.96	0.00	10,603.99	35.7	
504.630	REPAIR & MAINTENANCE DISPATCH	24,097.00	24,097.00	14,420.90	325.00	0.00	9,676.10	59.8	On Budget, Annual Pymt to PBC
504.700	PRINTING	1,250.00	1,250.00	124.32	0.00	0.00	1,125.68	9.9	Low Expenses
504.900	OTHER CURRENT CHARGES	2,000.00	2,000.00	303.26	218.92	0.00	1,696.74	15.2	Low Expenses
505.100	OFFICE SUPPLIES	5,000.00	5,000.00	1,088.14	364.45	0.00	3,911.86	21.8	Low Expenses
505.200	OPERATING SUPPLIES	11,900.00	11,900.00	3,510.85	144.00	0.00	8,389.15	29.5	
505.210	OPERATING SUPPLIES GAS & OIL	39,875.00	39,875.00	13,953.47	3,767.62	0.00	25,921.53	35.0	
505.220	OPERATING SUPPLIES UNIFORM/EMB	24,103.00	24,103.00	6,534.38	1,079.05	0.00	17,568.62	27.1	
505.400	SUBSC, MEMBERSHIPS, EDUCATION	14,858.00	14,858.00	13,165.41	1,165.00	0.00	1,692.59	88.6	On Target, Annual Dues Paid
506.200	BUILDINGS (CAPITAL OUTLAY)	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
506.400	MACHINERY & EQUIPMENT	10,400.00	10,400.00	0.00	0.00	0.00	10,400.00	0.0	No Expenses to Date

**Fund: 001 - GENERAL FUND**

Expenditures

LAW ENFORCEMENT & FIRE CONTROL	4,387,927.00	4,387,927.00	1,646,977.97	886,922.86	0.00	2,740,949.03	37.5
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Dept: 524.108 INSPECTIONS



501.100	EXECUTIVE SALARIES	94,689.00	94,689.00	32,439.08	7,208.70	0.00	62,249.92	34.3	
501.200	REGULAR SALARIES AND WAGES	106,767.00	106,767.00	18,863.69	5,564.71	0.00	87,903.31	17.7	P/T Position Not Hired to Date
501.400	OVERTIME & VACATION PAY	1,000.00	1,000.00	971.96	182.60	0.00	28.04	97.2	High Volume of Permits & Short Staffed
501.410	VACATION PAY	3,201.00	3,201.00	0.00	0.00	0.00	3,201.00	0.0	No Expenses to Date
502.100	FICA TAXES	15,411.25	15,411.25	4,242.30	991.14	0.00	11,168.95	27.5	
502.200	RETIREMENT CONTRIBUTIONS	22,342.25	22,342.25	5,656.11	1,401.84	0.00	16,686.14	25.3	
502.300	LIFE & HEALTH INSURANCE	19,971.25	19,971.25	6,647.12	1,661.78	0.00	13,324.13	33.3	
502.310	LONG TERM DISABILITY	965.00	965.00	314.40	78.60	0.00	650.60	32.6	
502.400	WORKERS' COMPENSATION	8,421.25	8,421.25	5,793.48	0.00	0.00	2,627.77	68.8	Workers Comp Audit Adjustment
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	75,783.00	21,523.50	0.00	44,217.00	63.2	High Volume Permit Reviews
503.400	OTHER CONTRACTUAL SERVICES	91,200.00	91,200.00	1,250.00	0.00	0.00	89,950.00	1.4	Low Expenses
504.000	TRAVEL & PER DIEM	1,725.00	1,725.00	165.00	0.00	0.00	1,560.00	9.6	Low Expenses
504.100	COMMUNICATIONS SERV PHONE ETC	1,200.00	1,200.00	211.03	74.73	0.00	988.97	17.6	Low Expenses
504.200	POSTAGE & FREIGHT	800.00	800.00	0.00	0.00	0.00	800.00	0.0	No Expenses to Date
504.500	INSURANCE LIAB, HAZARD, DAMAGE	647.00	647.00	482.97	160.98	0.00	164.03	74.6	On Target, Pd 3rd Qtr
504.610	REPAIR & MAINTENANCE	27,364.00	27,364.00	0.00	0.00	22,696.00	4,668.00	82.9	On Target, Purchased Permit Program
504.620	REPAIR & MAINTENANCE VEHICLE	2,000.00	2,000.00	58.90	28.95	0.00	1,941.10	2.9	Low Expenses
504.700	PRINTING	500.00	500.00	123.10	0.00	0.00	376.90	24.6	
504.900	OTHER CURRENT CHARGES	4,000.00	4,000.00	952.62	0.00	0.00	3,047.38	23.8	
505.100	OFFICE SUPPLIES	2,050.00	2,050.00	274.68	21.99	0.00	1,775.32	13.4	Low Expenses
505.200	OPERATING SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00	0.0	No Expenses to Date
505.210	OPERATING SUPPLIES GAS & OIL	2,000.00	2,000.00	955.05	219.67	0.00	1,044.95	47.8	High Fuel Prices
505.220	OPERATING SUPPLIES UNIFORM/EMB	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0	No Expenses to Date
505.400	SUBSC, MEMBERSHIPS, EDUCATION	4,870.00	4,870.00	180.00	0.00	0.00	4,690.00	3.7	Low Expenses
506.400	MACHINERY & EQUIPMENT	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0	No Expenses to Date
	INSPECTIONS	536,124.00	536,124.00	155,364.49	39,119.19	22,696.00	358,063.51	33.2	
	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	100,725.56	24,226.50	0.00	190,125.44	34.6	
	GARBAGE & SOLID WASTE	290,851.00	290,851.00	100,725.56	24,226.50	0.00	190,125.44	34.6	
	Dept: 539.112 OTHER PHYSICAL ENVIRONMENT								
503.100	PROFESSIONAL SERVICES	0.00	0.00	221.25	221.25	0.00	-221.25	0.0	Wrong Acct - Adjustment to Follow
503.120	TOWN ENGINEER	108,000.00	108,000.00	27,030.05	10,930.75	0.00	80,969.95	25.0	
503.400	OTHER CONTRACTUAL SERVICES	327,920.00	327,920.00	65,626.45	17,827.74	0.00	262,293.55	20.0	
504.000	TRAVEL & PER DIEM	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
504.300	UTILITY SERVICE - ELEC & WATER	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
504.610	REPAIR & MAINTENANCE	11,000.00	11,000.00	571.16	100.87	0.00	10,428.84	5.2	Low Expenses
505.230	OPERATING SUPPLIES SMALL TOOLS	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	
	OTHER PHYSICAL ENVIRONMENT	446,920.00	446,920.00	93,448.91	29,080.61	0.00	353,471.09	20.9	

Dept: 541.113 PUBLIC WORKS							
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	137,433.00	137,433.00	38,384.15	8,529.80	0.00	99,048.85	27.9
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	6,000.00	6,000.00	887.23	33.70	0.00	5,112.77	14.8
501.410 VACATION PAY	2,162.00	2,162.00	0.00	0.00	0.00	2,162.00	0.0
Fund: 001 - GENERAL FUND							
Expenditures							
Dept: 541.113 PUBLIC WORKS							
501.700 FLEX	0.00	0.00	0.00	0.00	0.00	0.00	0.0
502.100 FICA TAXES	10,514.00	10,514.00	3,004.25	655.10	0.00	7,509.75	28.6
502.200 RETIREMENT CONTRIBUTIONS	15,242.00	15,242.00	4,249.21	926.59	0.00	10,992.79	27.9
502.300 LIFE & HEALTH INSURANCE	19,799.00	19,799.00	6,591.48	1,647.87	0.00	13,207.52	33.3
502.310 LONG TERM DISABILITY	652.00	652.00	214.36	53.59	0.00	437.64	32.9
502.400 WORKERS' COMPENSATION	8,421.00	8,421.00	5,793.48	0.00	0.00	2,627.52	68.8
502.500 UNEMPLOYMENT COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0
503.100 PROFESSIONAL SERVICES	6,700.00	6,700.00	221.10	221.10	0.00	6,478.90	3.3
504.300 UTILITY SERVICE - ELEC & WATER	57,000.00	57,000.00	16,333.00	5,180.89	0.00	40,667.00	28.7
504.500 INSURANCE LIAB, HAZARD, DAMAGE	647.00	647.00	482.97	160.98	0.00	164.03	74.6
504.610 REPAIR & MAINTENANCE	44,500.00	44,500.00	4,818.59	0.00	0.00	39,681.41	10.8
504.620 REPAIR & MAINTENANCE VEHICLE	3,500.00	3,500.00	383.28	41.98	0.00	3,116.72	11.0
505.200 OPERATING SUPPLIES	4,700.00	4,700.00	2,989.06	1,365.56	0.00	1,710.94	63.6
505.210 OPERATING SUPPLIES GAS & OIL	4,000.00	4,000.00	684.20	0.00	0.00	3,315.80	17.1
505.220 OPERATING SUPPLIES UNIFORM/EMB	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.0
505.230 OPERATING SUPPLIES SMALL TOOLS	3,000.00	3,000.00	526.29	0.00	0.00	2,473.71	17.5
505.300 ROAD MATERIALS & SUPPLIES	20,000.00	20,000.00	0.00	0.00	5,280.00	14,720.00	26.4
505.400 SUBSC, MEMBERSHIPS, EDUCATION	1,050.00	1,050.00	0.00	0.00	0.00	1,050.00	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	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.0
509.900 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.0
PUBLIC WORKS	358,520.00	358,520.00	85,562.65	18,817.16	5,280.00	267,677.35	25.3
Dept: 559.115 ECONOMIC ENVIRONMENT							
503.100 PROFESSIONAL SERVICES	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
504.300 UTILITY SERVICE - ELEC & WATER	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
508.100 MATCHING GRANT FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
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	6,885.65	143,114.35	4.6
CONTINGENCY	150,000.00	150,000.00	0.00	0.00	6,885.65	143,114.35	4.6
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
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	2,736,372.52	1,316,136.72	67,087.65	6,022,979.83	31.8

Net Effect for GENERAL FUND	0.00	0.00	3,378,459.44	-824,292.09	67,087.65	-3,311,371.79	0.0	
Change in Fund Balance:			3,378,459.44					
<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	To Be Addressed At Year End
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	Transfer to Occur at Later Date
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	0.0	
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)	34,000.00	34,000.00	0.00	0.00	0.00	34,000.00	0.0	No Expenses to Date
506.400 MACHINERY & EQUIPMENT	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.0	No Expenses to Date
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	8,399.00	56,351.00	13.0	Low Expenses
LAW ENFORCEMENT & FIRE CONTROL	64,750.00	64,750.00	0.00	0.00	8,399.00	56,351.00	13.0	
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 Expenses to Date

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	0.0	
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	601,000.00	609,750.00	0.00	0.00	16,952.80	592,797.20	2.8	Low Expenses
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	601,000.00	609,750.00	0.00	0.00	16,952.80	592,797.20	2.8	
Dept: 541.113 PUBLIC WORKS								
506.400 MACHINERY & EQUIPMENT	5,000.00	5,000.00	7,999.00	0.00	0.00	-2,999.00	160.0	Purchase of Lawn Mower Over Budget
PUBLIC WORKS	5,000.00	5,000.00	7,999.00	0.00	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	0.0	
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	
Fund: 302 - CAPITAL PROJECTS FUND								
Expenditures	783,500.00	792,250.00	7,999.00	0.00	25,351.80	758,899.20	4.2	
Net Effect for CAPITAL PROJECTS FUND	0.00	-8,750.00	-7,999.00	0.00	25,351.80	24,600.80	381.2	
Change in Fund Balance:			-7,999.00					
Grand Total Net	0.00	-8,750.00	3,370,460.44	-824,292.09	92,439.45	-3,286,770.99		

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

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**Meeting Date:**       **March 7, 2022**  
**Subject:**           **Commission Chambers Audio/Visual System Upgrades**

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Mayor & Commissioners:

As the Commission is aware, the audio/visual system in the Commission Chambers is currently failing and needs to be upgraded. Chief Jones (as the I/T Coordinator), and Town Clerk Armstrong were assigned the task of receiving quotes for this budgeted project, and the report is attached for review.

Please note that this project is exempt from the sealed competitive bid process under section 2-217 (11)(w) of the Town Code; however, staff performed its due diligence by contacting five vendors to provide quotes for this project.

The budgeted amount for this project is \$60,000 and staff is requesting up to \$70,000 to complete the project, with the balance coming from the contingency line item in the budget.

Respectfully,



Tracey L. Stevens, MMC  
Town Manager & Finance Director



# Ocean Ridge Police Department

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

February 22, 2022

Tracey Stevens  
Town Manager

As you know, Karla and I have been diligently working on a scope of work and project estimate for the replacement of the Audio Visual Equipment that controls the Town Commission Chambers. This has been completed and I personally reached out to 5 vendors in our area to provide pricing for this project. Out of the 5 vendors, only two responded to our request. Out of the two who responded, Force AV of West Palm Beach was the only one who provided a proposal.

The proposal is attached and is the result of staff meeting with the company on multiple occasions to ensure that our new AV System meets the needs of the Town now and into the future. The proposal provides a complete replacement of the audio system, video system, display equipment and all necessary labor and materials to make this project successful.

The proposal is \$66,035.40 and I would request that the commission approve the project not to exceed \$70,000.00.

A handwritten signature in black ink that reads "Richard Jones".

Richard Jones  
Chief of Police



A photograph of a modern, minimalist living room. The room features a large window with white curtains, a wooden sideboard, a green armchair, and a wooden coffee table. A large potted plant is visible near the window. The text "Ocean Ridge Commissioners Chambers AV Upgrade" is overlaid in white on the image.

# Ocean Ridge Commissioners Chambers AV Upgrade

a proposal for

## Ocean Ridge Police Department

Richard Jones  
rjones@oceanridgeflorida.com  
5617328331  
6450 North Ocean Blvd  
Ocean Ridge, FL 33435

Prepared on 02/18/2022 by

**Tom Samuelson**



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## About Us

Force AV 2253 Vista Parkway Suite 6 West Palm Beach FL 33411 561-277-1885 [www.ForceAV.com](http://www.ForceAV.com) ForceAV is South Florida's top home automation company with more than two decades of experience. Explore the possibilities with a trusted Audio and Visual company located in South Florida. We keep up with the ever-evolving technology that produces entertainment inside and outside your home. We specialize with distributed home audio, home theater, smart home applications, lighting and shades, landscape audio, home networking, and more. We offer a full line of products and solutions for your home. We believe strongly that every client deserves only the highest quality in customer service and home audio/visual expertise. We work closely with our clients to design and install a custom audio and visual solution that meets their needs and we spend quality time training our clients so that they can fully enjoy the cutting edge benefits of their new solution. We treat every installation with delicate hands – whether it's an entire custom home theater or simply mounting a television; our professionals are here to help with all your home entertainment needs.

# Project Description

As requested, I have removed the Sales Tax from the final number. This will just require the necessary state tax exemption certificate prior to invoicing.

# Areas & Items

## Commissioners Chambers AV System

Currently the system is in need of updates regarding the Personal displays for each of the Commissioners as well as the audio playback, microphones, and Video source control.

The Current Monitors are connected Via VGA cables and we will change these to an HDMI Connection with new Monitors.

Total Monitors: 7 Note: Confirmation of Dimensions needed for final display quotation.

2 Existing Displays behind the Commissioners.

2 Existing Displays in Front of Commissioners.

Recording of the Meeting Minutes needed.

7 Commissioners Microphones to be replaced.

4 Wireless microphones to be repurposed. If new Microphones are needed we can discuss this in detail.

Existing ADA Hearing Assisted audio to be integrated into existing system.

Existing Bose Speakers in Ceiling to be replaced.

Existing Speakers for Lobby and Outdoor Overflow area.

4 Video Sources, Including PC for Presenter, and Elmo Projection device



Control of the presentation Video will allow for the audio to also be heard in the Chambers through the speakers.


NOTE: Client will provide the necessary iPad to operate the system. It should also be noted that the system will be down for approximately 7-10 business days while the upgrade is taking place.






2/17/22; Discussed the number of Microphones with Chief Jones this afternoon;

I have added Six (6) additional wireless microphones to the quote.

Added Three (3) more of the Commissioners microphones. We will provide Two Dozen (24) windscreens within the scope of this quote.

Items	Sell Price	Qty	Total
 <b>Planar PCT2485</b> HELIUM 24" WIDE BLK LED LCD	\$399.00	7	\$2,793.00
 <b>Elmo 1376</b> PX-10E DOCUMENT CAMERA 2K UHD	\$2,599.00	1	\$2,599.00

Items		Sell Price	Qty	Total
	<b>AKG 3361H00240</b> CS3 CU 50 Chairman Unit w/50Cm/20In Gooseneck	\$453.00	1	\$453.00
	<b>AKG CS3 DU 50</b> Conference Delegate Unit	\$376.00	9	\$3,384.00
	<b>AKG DMM14 U</b> Digital automatic microphone mixer <i>Phone: 844-776-4899; Note: The 2nd component is only needed if we go beyond 12 Microphones in the system. If we stay within this number, only 1 of these components is needed.</i>	\$3,784.00	2	\$7,568.00
	<b>Episode ES-600C-IC-6</b> Episode 600 Commercial Series In-Ceiling Speaker with 6" Woofer (Each)	\$180.95	10	\$1,809.50
	<b>Control4 C4-EA5-V2</b> Control4 EA-5 Entertainment and Automation Controller V2	\$2,438.95	1	\$2,438.95
	<b>Control4 C4-IOXV2</b> IO Extender V2	\$642.95	1	\$642.95
	<b>AVPro Edge AC-MXNET-CBOX</b> Control Box for MXNET System	\$713.90	1	\$713.90
	<b>AVPro Edge AC-MXNET-1G-E</b> Encoder; HDMI, HDMI Loop, USB, IR, RS232, Fiber & RJ45	\$1,098.90	4	\$4,395.60
	<b>AVPro Edge AC-MXNET-1G-D</b> Decoder; HDMI, USB, IR, RS232, Fiber & RJ45	\$1,098.90	11	\$12,087.90
	<b>AVPro Edge AC-MXNET-SW24</b> 24-Port RJ45 switch (1G) w/ Intellegent AV Processing, Full PoE	\$3,848.90	1	\$3,848.90
	<b>AVPro Edge AC-EZRACK-15</b> 15 Port Extender Rack, with easy to interchagne thumb screws. Fits ALL Extenders	\$328.90	1	\$328.90

Items	Sell Price	Qty	Total
 <b>Wattbox WB-800VPS-IPVM-18</b> WattBox IP Power Conditioner (Vertical)   18 Controlled & Metered Outlets	\$981.95	1	\$981.95
 <b>Wattbox KIT-WB-700-IPV-12</b> WattBox IP+ Controllable 12 Controlled Outlet Power Conditioner with Faceplate Display Kit	\$863.95	1	\$863.95
 <b>Triad Speakers TS-AMS8</b> Triad 8-Source, 8-Zone Audio Matrix Switch	\$1,525.95	1	\$1,525.95
 <b>Control4 C4-TT10-WH</b> Control4 T3 Series 10" Tabletop Touch Screen (White)	\$1,401.95	1	\$1,401.95
 <b>Airwave Technologies AT-4210</b> 144-CHANNEL UHF DUAL CHANNEL 2-HANDHELD WIRELESS MICROPHONE SYSTEM 514-542 MHZ <i>Dual microphone receiver in each rack mounted device. Each unit comes with two (2) Microphones.</i>	\$575.00	3	\$1,725.00
Force AV Materials, wire, coax, Cat6 cabling	\$1,700.00	1	\$1,700.00
<b>Labor Force AV Labor Hardware Installation and Setup</b> <i>Includes running new Category 6 data cables to the Displays for Video and control signals.</i>	\$10,700.00	1	\$10,700.00
<b>Labor</b> <b>Force AV AUD1003 Administration Fee's. This Covers: Office Processing, Purchasing, Inbound Freight, QC, Packaging, Disposal, Delivery of Goods and Project Management</b>	\$2,605.00	1	\$2,605.00

**Commissioners Chambers AV System Total : \$64,567.40**

## Rack and Wiring Deconstruction

During the initial phase of the project, we will disassemble the rack components and wiring from the devices. All wires will be verified, Toned and labeled. The rack will be reassembled with the new components and prepped for commissioning.

Items		Sell Price	Qty	Total
Labor	ForceAV Labor	\$1,350.00	1	\$1,350.00
	Force AV miscellaneous Material	\$118.00	1	\$118.00

Rack and Wiring Deconstruction Total : \$1,468.00

## Financial Summary

Parts Total	\$51,380.40
Labor Total	\$14,655.00
Sub Total	\$66,035.40
<hr/>	
Proposal Total	\$66,035.40



# Payment Schedule

Our payment schedule and terms are as follow: - 50% (fifty percent) of the estimated sum to be paid upon the approval of this contract. This contract must be signed by both parties; - 40% (forty percent) of estimated sum to be paid upon the hard-wire installation and before all connecting wall plates are installed; - 10% (ten percent) of estimated sum plus any/or additional charges are to be paid upon project completion. The final payment must be made within ten (10) calendar days of finalization of project. All equipment and hardware (and all its components) is the sole property of Force AV until the time final payment has been received, at which point possession of ownership is transferred to the customer and a final itemized invoice is provided to customer in person or by email.

## Project Terms

### 1. PARTIES

This Agreement is made and entered into by and between ForceAV LLC, herein after referred to as “ForceAV” and customer, herein after referred to as “Customer.” ForceAV hereby covenants and agrees to perform the work as agreed by the parties at the home or business.

### 2. GENERAL PROVISIONS

The Customer and ForceAV agree to proceed on the basis of trust, good faith, and fair dealings. ForceAV represents and warrants that it has the expertise to carry out the work (as hereinafter defined).

This Contract is solely for the benefit of the parties hereto. This Contract represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. The parties hereto agree to look solely to each other with respect to performance of the Contract. This Contract may be amended only by written instrument signed by both parties. The following shall be the condition precedent to this Contract, ForceAV will furnish customer with a design and quote before commencement of the project.

### 3. SCOPE OF WORK

ForceAV will furnish customer with design, installation, sale and or dismantling of home theatre system. All of the work is to be completed in a substantial and workmanlike manner according to the standards and practices for the sum of the estimate above.

After initial home consult visit, ForceAV will furnish customer with a Final Itemized Estimate for the project(s) along with Final Design and recommendations.

All time limits stated in this Contract are of the essence. Notwithstanding the foregoing, any delay in Substantial Completion or Full Completion of the work (as the case may be) in accordance with the Contract documents will be considered an excusable delay if arising from causes beyond ForceAV control and not reasonably foreseeable by ForceAV with the use of ForceAV best professional efforts. Excusable delays include but are not limited to such events as labor disputes, unavailability of materials, delays in obtaining materials, fire, natural disaster, unfavorable weather conditions, delay in customer processing proposed changes, or delays in information provided by the customer.

### 4. TERMS OF PAYMENT

Our payment schedule and terms are as follow:

- 50% (fifty percent) of the estimated sum to be paid upon the approval of this contract. This contract must be signed by both parties;
- 40% (forty percent) of estimated sum to be paid upon the hard-wire installation and before all connecting wall plates are installed;
- 10% (ten percent) of estimated sum plus any/or additional charges are to be paid upon project completion. The final payment must be made within ten (10) calendar days of finalization of project.

All equipment and hardware (and all its components) is the sole property of ForceAV until the time final payment has been received, at which point possession of ownership is transferred to the customer and a final itemized invoice is provided to customer in person or by email.

## 5. CHANGES IN WORK

Any alterations or deviation from the agreed-upon specifications involving extra cost of equipment or labor will only be executed upon written orders of the same and will become an extra charge over the sum mentioned in this Contract.

## 6. STANDARDS OF WORK

This project demands significant involvement by you and/or your representative. Ultimate success is highly dependent on the team effort between our team and you and/or your representative. To help achieve a smooth and successful implementation, it will be your responsibility to perform the following:

A: Provide adequate space and electrical connections for all equipment.

B: Areas to be worked on are to be free and clear of any debris.

C: Upon request, ForceAV will remove and dispose of any debris and/or system shipping containers. This may or may not incur extra charges.

## 7. GUARANTEES AND WARRANTIES

ForceAV shall not be considered in default if performance of its obligations hereunder is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation, or by vendors or subcontractors, or any other similar cause or causes beyond the reasonable control of ForceAV. Time of performance by ForceAV obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such occurrences.

ForceAV "designed, sold, and installed systems" consist of systems which have been fully designed with all new components, cabling and accessories recommended, sold, and installed exclusively by or under the direction of ForceAV and its agents. Exceptions to this primarily include but are not limited to Customer Owned Equipment, Cable or Satellite Company provided digital converter boxes (or other specific devices as noted at the time of this Agreement signing).

## 8. Product Warranty

ForceAV is not responsible or liable in any way for defects in the product or equipment, parts or materials used in connection with the services. Products, equipment, parts or materials shall only be warranted by the manufacturer of the products or other equipment or parts, and any claims arising from such defects shall be made solely against the manufacturer.

## 9. Extended Warranty

ForceAV offers an added protection. Extended warranties cover a broad range of products with additional coverage please ask sales rep for information. Extended warranty must be purchased within 30(thirty) days of the date of product delivery.

## 10. Installation Warranty

ForceAV warrants that all service provided herein are performed in a workmanlike manner in accordance with industry standards.

Furthermore, ForceAV warrants 30(thirty) days for all hardware and labor. Any and/or all issues that may arise after the warranty period above mentioned, will fall to manufacturer's warranty for designated time given by manufacturer. Additionally, any technical support calls or visits after the

30(thirty) day warranty period will be charged on an hourly base and the minimum of 1(one) hour will be required.

Unless otherwise specified in writing, systems installed by, but containing some or all equipment not purchased from ForceAV will have a 30 (thirty) day Installation Warranty period for troubleshooting via phone or email support only. If the issue to be troubleshot requires an in-home service call AND is caused by non-ForceAV provided equipment, the in-home service call will be billed at the standard \$150.00 (one hundred fifty dollars) per hour rate (plus applicable trip charges). Except as provided in this section, the service is provided "as is." ForceAV makes no other limited representations or warranties, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for particular purpose. ForceAV expressly disclaims all other warranties.

Note: ForceAV provides a comprehensible Service Agreement Plan. Please ask your agent for more details.

#### 11. RETURN AND EXCHANGE PERIOD

In the event the customer needs to return any and/or all items. The items can be returned for an upgrade or a store credit. Provided the equipment is in good condition and all functional. The return must be requested with in 14 days of the install date. A restocking fee of 5% percent may or may not be applied.

#### 12. DEFAULT BY CUSTOMER

In the event that (a) the customer does not perform its obligations under this Contract in accordance with the terms of this Contract and had not corrected the default within three (3) days of written notice by ForceAV, or (b) the customer becomes bankrupt or makes a general assignment for the benefit of creditors, or if a receiver of the customer is appointed, or © if the work is stopped as a result of a court order, then ForceAV may cease work and treat the Contract as repudiated forthwith on the occurrence of such default. In such event, an accounting shall be made between ForceAV and the customer, and ForceAV shall be entitled to payment for such parts of the work as are completed at the time of the default.

#### 13. DEFAULT BY FORCEAV

In the event that (a) ForceAV does not perform the work in accordance with the terms of this Contract and has not corrected the default within 14 (fourteen) business days of written notice by customer, or (b) ForceAV becomes bankrupt or makes a general assignment for the benefits of its creditors, or if a receiver of the Contract is appointed, then the ForceAV may finish the work in accordance with the plans and specifications as ForceAV may deem expedient, but without undue delay or expense. In such an event, ForceAV shall not be entitled to any further payment under this Contract, but upon completion of the work, an accounting shall be made between ForceAV and the customer. If the unpaid balance on the contract price shall exceed the expense of finishing the work, the customer shall pay ForceAV for such parts of the work as were payable or completed at the time of the default. However, if such expense shall exceed such unpaid balance, ForceAV shall pay the difference to customer.

#### 14. EXPENSES

ForceAV shall receive reimbursement for travel and other expenses identified in advance of commencing work. Such expenses may include, but are not limited to, airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel.

To receive reimbursement of travel expenses, ForceAV will provide customer with breakdown of authorized expenses, identifying what was expended and when.

#### 15. DAMAGE TO WORK

In the event work already performed is damaged by any cause beyond ForceAV's control, all work necessary to replace work already performed shall be considered additional work to be paid for by the customer as additional work.

THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF FLORIDA. THE UNDERSIGNED ACKNOWLEDGES THAT BEFORE SIGNING THE CUSTOMER READ, UNDERSTOOD, AND RECEIVED A COMPLETED LEGIBLE COPY OF THIS CONTRACT AND A LEGIBLE COPY OF EVERY OTHER DOCUMENT REFERENCED, AND AGREES TO BE BOUND BY ALL THE TERMS THEREOF.

BY ACCEPTING AND SIGNING THIS DOCUMENT THE CUSTOMER HEREBY AGREES WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

PRINT NAME:

SIGNATURE:

DATE:

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

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**Meeting Date: March 7, 2022**  
**Subject: Body Camera Maintenance Agreement for FY22**

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Mayor & Commissioners:

The Town is currently under an agreement with Axon Enterprise for the maintenance of the Police Department's body worn camera system.

The attached invoice for the annual software licensing and system maintenance fee for the body worn camera system 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 \$12,935.25.

Respectfully,



Tracey L. Stevens, MMC  
Town Manager & Finance Director

# PURCHASE ORDER

**TOWN OF OCEAN RIDGE**  
6450 NORTH RIDGE BLVD.  
OCEAN RIDGE, FLORIDA 33435  
(561) 732-2635 - FAX (561) 737-8359

DATE	DATE REQUIRED	P.O. NUMBER	PAGE
02/01/2022		00015396	1

**VENDOR**  
**NO.:** 1752

VENDOR
AXON ENTERPRISE 17800 N 85TH STREET SCOTTSDALE, AZ 85255

SHIP TO
TOWN OF OCEAN RIDGE 6450 N OCEAN BLVD OCEAN RIDGE, FL 33435

SHIP VIA:

F.O.B.:

TERMS:

EXP. DATE:

DESCRIPTION: ANNUAL MAINT AGREEMENT - DYNAMIC BUNDLE

ORDERED BY:

P.O. TYPE: Regular

REQ. NO.:

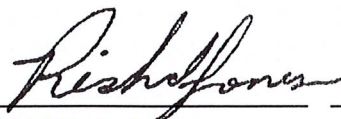
ACCT. NO.:

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL COST
1.000		BODY CAMERA MAINT. AGREEMENT	0.0000	0.00
1.000		BASIC EVIDENCE.COM LICENSE	0.0000	0.00
1.000		EVIDENCE.COM INCLUDED STORAGE	0.0000	0.00
1.000		AXON AUTO TAGGING SVC ANNUAL PYMT	0.0000	0.00
1.000		TECH ASSURANCE PLAN ANN. PAYMENT	0.0000	0.00
1.000		BODYCAM	0.0000	0.00
1.000		EVIDENCE.COM STORAGE	0.0000	0.00
1.000		PRO.EVIDENCE.COM LICENSE YEAR 3	0.0000	0.00
1.000		BASIC.EVIDENCE.COM LICENSE YEAR 3	0.0000	0.00
1.000		TECH ASSUR.PLAN DOCK 2, ANN. PYMNT	0.0000	0.00
1.000		DYNAMIC BUNDLE	12,935.2500	12,935.25
TOTAL: \$				12,935.25

001-521.107-503.100

PROFESSIONAL SERVICES

12,935.25



DEPARTMENT HEAD



FINANCE DEPARTMENT

MANAGER'S APPL.





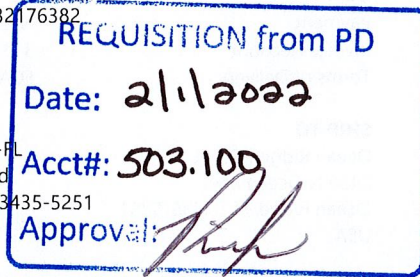
Axon Enterprise Inc.  
PO BOX 29661  
DEPARTMENT 2018  
PHOENIX, AZ 85038-9661  
Ph: 1-480-991-0797, option 5, option 1  
arinquies@axon.com  
www.axon.com  
TIN: 86-0741227  
DUNS Number: 832176382

# Invoice

Invoice ID INUS046961  
Date 14-Jan-22  
Page 1 of 4  
Sales Order  
Requisition  
Your Ref  
Our Ref  
Payment Net 30 days  
Invoice Account 311550  
Terms of Delivery FCA

## BILL TO

Ocean Ridge DPS-FL  
6450 N Ocean Blvd  
Ocean Ridge, FL 33435-5251  
USA



## SHIP TO

Ocean Ridge DPS-FL  
6450 N Ocean Blvd  
Ocean Ridge, FL 33435-5251  
USA

RECEIVED

JAN 24 2022

TOWN OF OCEAN RIDGE

Bundled Quote No.	Bundled Item Number	Bundled Description	Bundled Quantity	Unit Price	Amount
QL-18309935	DynamicBundle	Dynamic Bundle	1.00		12,935.25

Line No.	Ship to*	Quote No.	Item Number	Description	Quantity	Unit Price	Amount
1	1	QL-18439142	80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT Tax Date 14-Jan-22	2.00	180.00	
2	1	QL-18454570	85110	EVIDENCE.COM INCLUDED STORAGE Tax Date 14-Jan-22	20.00	0.00	
3	1	QL-18676786	85100	AXON AUTO TAGGING SERVICE: ANNUAL PAYMENT Tax Date 14-Jan-22	15.00	180.00	
4	1	QL-18684897	85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM Tax Date 14-Jan-22	15.00	240.00	
5	1	QL-18694405	85035	EVIDENCE.COM STORAGE Tax Date 14-Jan-22	1,999.00	0.75	
6	1	QL-18776121	85110	EVIDENCE.COM INCLUDED STORAGE Tax Date 14-Jan-22	90.00	0.00	

## PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS046961	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	1820 E Sky Harbor Circle South,
		Reference No	INUS046961	Reference No INUS046961	Phoenix AZ 85034
					Reference No INUS046961

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire transfer



Axon Enterprise Inc.  
PO BOX 29661  
DEPARTMENT 2018  
PHOENIX, AZ 85038-9661  
Ph: 1-480-991-0797, option 5, option 1  
[arinquies@axon.com](mailto:arinquies@axon.com)  
[www.axon.com](http://www.axon.com)  
TIN: 86-0741227  
DUNS Number: 832176382

## Invoice

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### BILL TO

Ocean Ridge DPS-FL  
6450 N Ocean Blvd  
Ocean Ridge, FL 33435-5251  
USA

### SHIP TO

Ocean Ridge DPS-FL  
6450 N Ocean Blvd  
Ocean Ridge, FL 33435-5251  
USA

Line No.	Ship to*	Quote No.	Item Number	Description	Quantity	Unit Price	Amount
7	1	QL-18693146	80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT Tax Date 14-Jan-22	3.00	468.00	
8	1	QL-18695718	85110	EVIDENCE.COM INCLUDED STORAGE Tax Date 14-Jan-22	150.00	0.00	
9	1	QL-18698939	80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT Tax Date 14-Jan-22	15.00	180.00	
10	1	QL-18702608	87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT Tax Date 14-Jan-22	2.00	336.00	

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Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS046961	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	1820 E Sky Harbor Circle South,
		Reference No	INUS046961	Reference No INUS046961	Phoenix AZ 85034
					Reference No INUS046961

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TIN: 86-0741227  
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Ocean Ridge DPS-FL  
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**SHIP TO**  
Ocean Ridge DPS-FL  
6450 N Ocean Blvd  
Ocean Ridge, FL 33435-5251  
USA

REQUISITION from PD

Date: 2/1/2022

Acct#: 503.100

Approval:

Sales Amount	12,935.25
Misc. Charges	0.00
Discount	0.00
Sales Tax	0.00
Total	12,935.25
Amount Received	0.00
<b>BALANCE DUE</b>	<b>USD 12,935.25</b>

Payment Due 13-Feb-22

### PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS046961	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	1820 E Sky Harbor Circle South,
		Reference No	INUS046961	Reference No INUS046961	Phoenix AZ 85034
					Reference No INUS046961

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**SHIP TO**

Ocean Ridge DPS-FL  
6450 N Ocean Blvd  
Ocean Ridge, FL 33435-5251  
USA

**\*Tax Note****Ship-to-address Legend\***

- 1 6450 N Ocean Blvd  
Ocean Ridge, FL 33435-5251  
USA

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For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS046961	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	1820 E Sky Harbor Circle South,
		Reference No	INUS046961	Reference No INUS046961	Phoenix AZ 85034
					Reference No INUS046961

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Memorandum

**To:** Tracey Stevens, Town Manager  
**From:** Lisa Tropepe, P.E., Town Engineer  
**Subject:** Pump Maintenance  
**Date:** February 25, 2022  
**Job No.:** 00020.57.02  
**CC:** Billy Armstrong, Public Works

**Tropical Pump Station Pump Overhaul**

The Tropical Pump Station was installed approximately 17 years ago. This station, along with the Woolbright Pump Station, are responsible for the Stormwater management of over 65 acres of residential land within the Town. Both stations are part of an overall "South Phase Project" that was permitted through many agencies including the South Florida Water Management District (SFWMD).

The location of this pump station is beneath the Tropical Drive Road. There are 5 submersible electric pumps within an underground wet well. Three of the pumps are 100 horsepower and two are 40 horsepower. These pumps work automatically according to the amount of rainfall entering the wet well during a storm. Repair to these pumps, while submerged, are ongoing. However, it has been anticipated, through experience within the last 17 years, that these pumps will need major overhaul.

MWI Pumps have been the sole providers for design, repair and maintenance of these specific types of pumps. The Town is exempt from going out to bid under Section 2-217 (4) (a) of the Town Code. The attached service estimate is an all-inclusive estimate to remove/disconnect 2 pumps, transport them to their shop for overhaul, and then reconnect to the station once they are overhauled. This estimate includes electrical disconnections and reconnections, transport to and from the station, and mechanical disassembly/repair.

Staff has pursued many different options to provide the best possible estimate. This all-

inclusive estimate eliminates the potential problems of multiple contractors "touching"

the pumps and not accepting responsibility if something goes wrong. MWI Pumps will be the only company responsible for this project from beginning to end.

Staff recommends utilizing MWI's discount of \$500 to transport 2 pumps for a total of \$63,088.00. This amount has been budgeted and has been a part of the Town's proactive long term Capital Projects/Maintenance program.



Trash Pumps,  
Large Volume Pumps,  
RotoFlo™ Wellpoint Dewatering Pump,  
Jet Pump and PrimeRite™ Self-Priming Pump Rentals

## Service Estimate

<b>MWI Pumps</b> 7775 SW 9 <sup>th</sup> . Street (Oslo Road) Vero Beach, FL 32968 Phone: (772) 770-0004 Cell: 954-682-2062	<b>Date: 2-18-22</b>  <b>Quotation No. 22-0151</b> <b>Customer No.</b> <b>Quotation validity unless otherwise noted expires 30 days from date shown</b>
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<b>Project:</b>	<b>Pump Service Tropical Station</b>	<b>Terms: Net 30 days</b>
<b>Quote To:</b>	<b>Mr. Bill Armstrong 561-732-2635</b> <b>Town of Ocean Ridge</b> <b>6450 N. Ocean Blvd. Ocean Ridge, FL 33435</b>	<b>FOB: Job-Site Tropical and Ocean Blvd</b>  <b>Customer Approval</b>
<b>Delivery:</b>	<b>Approximate shop turnaround time 12 weeks</b>	<b>Quoted By: Bill Miller 954-682-2062</b>

Item	Qty.	Description	Unit Price	Total Price
A	1	16" SEA Disassemble inspect and clean all parts Check shaft for straightness and build up wear areas Weld up wear areas on distributor blades Balance impeller Replace mechanical, lip and grease seals Replace pump shaft bearings 40hp electric motor service Sandblast and coat pump and reassemble	\$22,848.00	\$22,848.00
A1	1	All field service, labor, crane, transport & electrical	\$6,133.00	\$6,133.00
B	1	24" SEA Disassemble inspect and clean all parts Same as above with 100hp submersible motor service	\$27,540.00	\$27,540.00
B1	1	All field service, labor, crane, transport & electrical  DEDUCT \$500.00 From A1 & B1 if done together.  After pump has been disassembled, any items required that have not been included above will be priced and approved before work is completed. The customer can inspect all the components in our Vero Beach shop. MWI will provide equipment pick up and return.	\$7,067.00	\$7,067.00

This document contains a proposal quotation, only, as it does not contain all necessary material terms. This proposal is not an offer subject to acceptance by the recipient. If recipient is interested in proceeding forward under the proposal, then the recipient and MWI must discuss and come to written agreement as to all material terms and conditions.

**Please note that prices do not include applicable Sales Tax, Fees, Installation or Freight unless otherwise noted**

**MWI Rental Main Office**  
208 N.W. 1st Street Deerfield Beach, FL 33441  
Phone: (954) 427-2206 Fax: (954) 426-2009

**MWI Rental Tampa**  
7905 Baseline Court Tampa, FL 33637  
Phone: (813) 899-2863 Fax: (813) 899-2862

**MWI Rental Fort Myers**  
4945 Kim Lane NE Fort Myers, FL 33905  
Phone: (239) 337-4747 Fax: (239) 337-1331

**MWI Rental Orlando**  
9337 Bachman Road Orlando, FL 32824  
Phone: (407) 854-3378 Fax: (407) 854-3376

**MWI Rental Vero Beach**  
7775 S.W. 9th St. (Oslo Rd.) Vero Beach, FL 32968  
Phone: (772) 770-0004 Fax: (772) 770-1096

**MWI Rental Jacksonville**  
11000 Blasius Road Jacksonville, FL 32226  
Phone: (904) 425-6741 Fax: (904) 425-6744

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

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**Meeting Date: March 7, 2022**  
**Subject: Painting of the Town Hall Facility**

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Mayor & Commissioners:

Painting of the Town Hall facility was included in the FY22 budget, and staff has been working on obtaining quotes for this service. When we first obtained a quote over a year ago in order to include a solid number in the budget, the price was around \$20,000 which would have been under the threshold for going out to bid for this project. However, since then, the prices for goods and services has increased dramatically due to inflation and the prices are now over the \$25,000 threshold to go out to bid.

The costs for going out to bid and delaying this project could be extensive, so staff is recommending that the Town Commission approve this project under the best interest acquisition of the Town Code, Section 22-217 (12). A four-fifths affirmative vote will be needed to determine that utilizing the sealed competitive method is not in the best interests of the Town.

The budgeted amount for this item is \$20,000, and the balance would be taken from the capital reserves. We currently have \$31,000 in the capital improvements plan/reserves for the maintenance of the Town Hall facility, and the balance would be used from savings from other capital projects that came in under-budget.

Staff recommends hiring Benchmark Painting & Carpentry for the painting of the Town Hall facility in an amount of up to \$45,000, as Benchmark was the lowest quote received.

Respectfully,



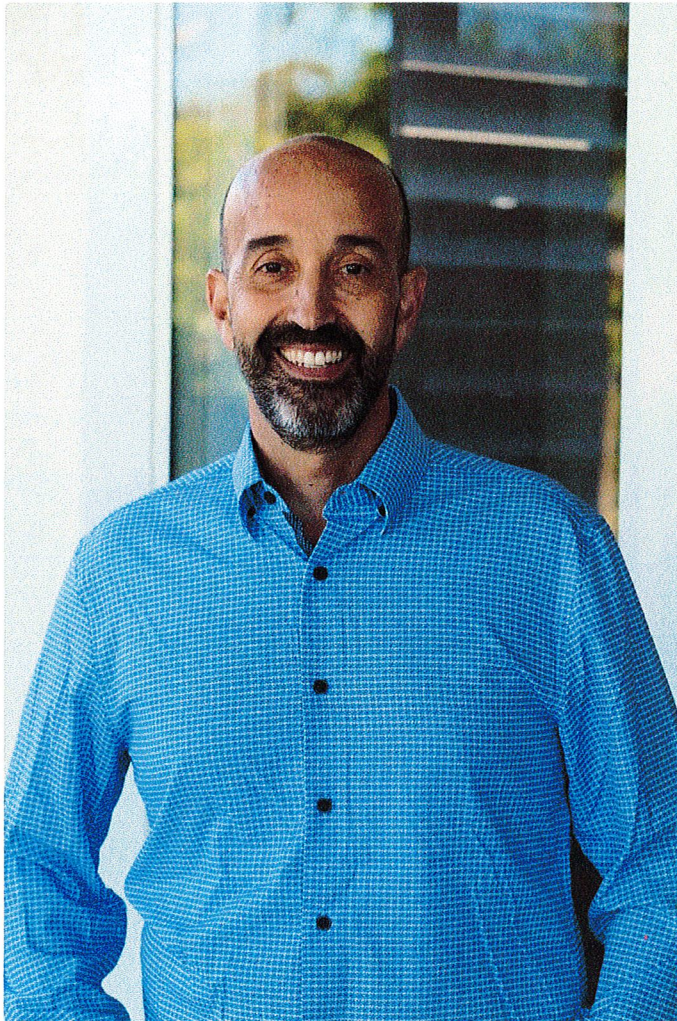
Tracey L. Stevens, MMC  
Town Manager & Finance Director



Cover  
6450 N Ocean Blvd  
Boynton Beach, FL 33435



## About Your Estimator



Martin Devinenti  
President

Martin comes from a family of proud contractors. Three of his four brothers are in the profession and gave Martin his early training. His father is also a registered architect and received his master's degree in urban planning. Following in his father's footsteps, Martin began studying architecture and drafting at Santa Monica College. Martin then started an internship at Keeva J. Kekst Architects in Los Angeles but soon realized that entrepreneurship was his true passion. Starting from the ground up, he worked as a carpenter and painter on many important projects in the West LA area including the personal home of world-renowned architect, Frank Gehry. After spending several years working in the Los Angeles area, Martin decided to move back home to the DC Metro area to be close to his family and start Benchmark in 1995. In 2006, He moved to West Boynton Beach to start our second location. He also became a leader in local painters' organizations and is the past president of both the Washington Metro chapter and the Palm Beach County chapter of the Painting & Decorating Contractors of America (PDCA). Martin is a proud father of two children and avid fitness and health enthusiast.



Benchmark Painting & Carpentry  
1726 Corporate Drive  
Boynton Beach, FL 33426  
561-375-6249  
FL State Certified General Contractor #1521782

Martin Devinenti  
President  
561-424-1146  
martin@benchmarkpainting.com

## Proposal

### CONTACT

Bill Armstrong  
Town of Ocean Ridge  
6450 N Ocean Blvd  
Boynton Beach, FL 33435

PROPOSAL  
ID  
719

DATE  
02/22/2022

## Proposal

Item #

### General Description of Work

Exterior surface preparation and painting as specified.

### Preparation

Power wash all surfaces to be painted with a mildewcide detergent to remove chalky paint, loose dirt, mildew, and surface contaminants.

Thorough surface preparation to consist of covering all work areas with drop cloths followed by scraping, sanding, caulking windows and doors, repairing stucco cracks with an elastomeric patching compound, and spot priming as necessary to ensure proper adhesion of new coatings.

Replace all loose and failing caulking around openings with Bostic Pro MS50 Silyl-Modified Polyether Sealant.

### Materials to be Used

Meticulous painting to include the following previously painted areas with one coat of primer/sealer followed by two coats of Benjamin Moore Regal Select Paints – three colors total. Metal Doors to receive Rust Scat® Polyurethane Enamel.

### Main Building and Rear Garage

Stucco, Wood Fascia, Shutters (all sides), Side Entry Doors, Garage Roll Up Doors, and Front Pavillion.

### Specific exclusions or clarifications:

Base contract price excludes any wood replacement or surfaces not specifically included above.

### Specific inclusions or clarifications:

Base contract price includes all labor & materials to complete the project.

### Cleanup

All work areas will be left broom swept clean.

### Time required to complete project (not including optional items)

2 - 3 weeks - weather permitting.

### Payment Schedule

The Total Payment amount due in consideration for the Scope of Services stated above is \$39,952.00 subject to other applicable provisions of this Agreement. This amount is independent of any Change Orders or other amendments that may occur.

The Total Payment amount shall be due, in successive portions, at the following points, and in the following amounts:

- Initial Deposit - \$9,952.00 due within three (3) days of Agreement execution. Otherwise, delays may occur.
- Progress Payment - \$15,000.00 after prep and first coat.
- After Completion - \$15,000.00 due upon day of completion.

*The quoted price is for e-check/bank transfer, check, and cash payments only. We gladly accept all major credit cards for an additional 3% of the total project cost. The approved signed contract and deposit payment are both required to hold a project start date.*

### License & Insurance

FL State Certified General Contractor License #CGC1521782. [Search here](#) or view "Documents" page on left side of proposal. General Liability & Worker's Compensation certificates are available upon request. Please call our office at 561-375-6249 and we will be happy to email you a copy.

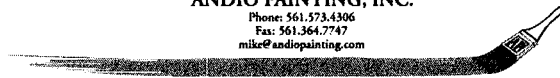
Total      \$39,952.00

**ANDIO PAINTING  
SERVICES**

6586 Hypoluxo Rd # 282  
Lake Worth, FL 33467 US  
(561) 573-4306  
mike@andiopainting.com

ANDIO PAINTING, INC.

Phone: 561.573.4306  
Fax: 561.364.7747  
mike@andiopainting.com



# Estimate

**ADDRESS**

William Armstorg  
6450 N Ocean Blvd  
Ocean Ridge, FL 33435

**ESTIMATE # 2602**

**DATE 01/31/2022**

**JOB**

Exterior

ACTIVITY	QTY	RATE	AMOUNT
STUCCO - Pressure clean @ 4,000 psi. Patch all cracks with elastomeric vertical wall patch. Apply 1 coat Ben Moore Masonry Sealer and 2 coats MooreGuard Soft Gloss by spray and back roll.			
38 WINDOWS- Remove all existing caulk. Clean all windows and re caulk with Dymonic Urethane caulking.			
13 DOORS- Clean, cover glass , treat rust and scrape any loose paint. Spray w/ primer and 2 coats Ben MooreGuard Satin or Gloss.			
3 ROLL UP GARAGE DOORS- Clean, prime, and spray w/ 2 coats Ben Moore DTM Satin or Gloss.			
42 SHUTTERS- Remove shutters, prep and spray at shop w/ 2 coats of Ben Moore Command Satin or Gloss.			
<b>Services</b> FASCIA BOARD- Scrape any loose paint and patch. Apply 2 coats MooreGuard Gloss.	1	33,500.00	33,500.00
<b>Services</b> Allowance for materials (receipts provided at completion of job).	1	7,500.00	7,500.00

mailing address:  
6586 Hypoluxo Rd  
Suite 282  
Lake Worth FL, 33467

**TOTAL**

**\$41,000.00**

Accepted By

Accepted Date



# C Compton C Custom P ainting C orporation

Established 1976

6 Hudson Avenue  
Ocean Ridge, FL 33435



Phone (561) 662-1475  
Fax (561) 733-5570

## Estimate

Name/Address
WILLIAM ARMSTRONG: (PUBLIC WORKS) 6495 N. OCEAN BLVD OCEAN RIDGE FL. 33435

Date	Estimate No.
02/02/22	609

Item	Description	Total
	WORK SCOPE: TOWN HALL ( OCEAN RIDGE FL )	
	EXTERIOR PREP AND PAINT: ALL STUCCO WILL BE POWER WASHED PRIOR TO START: ALL STUCCO CRACKS WILL BE PATCHED WITH ELASTOMARIC: TEXTURE GRADE	
	REMOVE ALL CAULK AROUND WINDOWS WHERE NEEDED PRIOR TO RE-CAULKING WITH URETHANES ( #38 WINDOWS )	
	SHUTTERS AND HINGES WILL BE PREP AND FINISH (2) COATS APPLIED PER SPEC (#42 SHUTTERS )	
	FRENCH METAL DOORS: CLEAN, PREP, SAND (2) COATS OF FINISH ( DTM ) APPLIED PER SPEC ( # 13 DOORS )	
	GARAGE DOORS: PREP, SAND AND FINISH WITH (DTM). (2) COATS APPLIED PER SPEC	
	FACIA BOARD: PREP AND FINISH TO MATCH EXISTING COLOR	
Labor	Labor allowance	51,500.00
Material	Materials allowance	8,250.00
Thank You, Chris Compton		Total

# C ompton C ustom P ainting C orporation

Established 1976

6 Hudson Avenue  
Ocean Ridge, FL 33435



Phone (561) 662-1475  
Fax (561) 733-5570

Name/Address

WILLIAM ARMSTRONG:  
(PUBLIC WORKS)  
6495 N. OCEAN BLVD  
OCEAN RIDGE FL. 33435

## Estimate

Date

Estimate No.

02/02/22

609

Item	Description	Total
	<p>MATERIAL:</p> <p>STUCCO: BENJAMIN MOORE: MOORELIFE/REGAL SELECT</p> <p>METAL DOORS: BENJAMIN MOORE: DTM</p> <p>WOOD TRIM: MOORE GUARD: LOW LUSTER</p> <p>FACIA BOARDS: MATCH EXISTING</p> <p>GARAGE DOORS: DTM</p> <p>NOTE: REMOVAL AND RE-INSTALL ALL EXTERIOR SHUTTERS MAY BE DONE ON A TIME AND MATERIAL, DUE TO EXTREME RUS ON SCREWS AND EXTERIOR SHUTTER HARDWARE.</p>	
Thank You, Chris Compton		Total \$59,750.00

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/01/2022

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

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

<b>PRODUCER</b> <b>CBIZ Slaton Insurance</b> <b>3300 PGA Blvd, Suite 100</b> <b>Palm Beach Gardens, FL 33410</b> <b>561 683-8383</b>	<b>CONTACT NAME:</b> Sandi Maudsley <b>PHONE (A/C, No, Ext):</b> 561 278-0448 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> certs@cbiz.com														
<b>INSURED</b> <b>Compton Custom Painting Corp.</b> <b>6 Hudson Avenue</b> <b>Ocean Ridge, FL 33435</b>	<table border="1"> <thead> <tr> <th data-bbox="803 420 1429 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1429 420 1567 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 451 1429 483"><b>INSURER A : Southern-Owners Insurance Co.</b></td> <td data-bbox="1429 451 1567 483"><b>10190</b></td> </tr> <tr> <td data-bbox="803 483 1429 514"><b>INSURER B : RetailFirst Insurance Co.</b></td> <td data-bbox="1429 483 1567 514"><b>10700</b></td> </tr> <tr> <td data-bbox="803 514 1429 546"><b>INSURER C :</b></td> <td data-bbox="1429 514 1567 546"></td> </tr> <tr> <td data-bbox="803 546 1429 577"><b>INSURER D :</b></td> <td data-bbox="1429 546 1567 577"></td> </tr> <tr> <td data-bbox="803 577 1429 609"><b>INSURER E :</b></td> <td data-bbox="1429 577 1567 609"></td> </tr> <tr> <td data-bbox="803 609 1429 632"><b>INSURER F :</b></td> <td data-bbox="1429 609 1567 632"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : Southern-Owners Insurance Co.</b>	<b>10190</b>	<b>INSURER B : RetailFirst Insurance Co.</b>	<b>10700</b>	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		72281715	09/10/2021	09/10/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		72281715	09/10/2021	09/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	52060786	01/14/2022	01/14/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Town Of Ocean Ridge  
 6450 N Ocean Boulevard  
 Ocean Ridge, FL 33435

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

AUTHORIZED REPRESENTATIVE

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

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**Meeting Date:** March 7, 2022  
**Subject:** Resolution No. 2022-03: Interlocal Agreement with  
Palm Beach County Regarding Opioid Settlement Funds

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Mayor & Commissioners:

The Town has previously approved a Memorandum of Understanding ("MOU") with the State of Florida governing the distribution of proceeds from settlements of litigation with various manufacturers and distributors of Opioids. The MOU allocates the settlement proceeds among three funds: the City/County fund; the Regional Fund; and the State. The Town will receive direct payment of its share of the City/County fund, which will not be affected by the proposed Interlocal Agreement with Palm Beach County ("ILA").

The Palm Beach County ILA concerns the distribution of the Palm Beach County Regional fund. Under the MOU with the State, the Regional funds will be allocated to the Southeast Florida Behavioral Network, Inc., to be expended within Palm Beach County for abatement of the effects of the Opioid Epidemic, unless Palm Beach County is deemed a "Qualified County" to receive and expend the Regional funds. In order to become a Qualified County, Palm Beach County must enter into an agreement with municipalities whose aggregate populations total more than 50% of the municipal population in the county. In that event, the County will be entitled to receive and expend the Regional Funds for abatement activities within the County.

Note that Exhibit A will be a list of municipalities that have signed on, and will be attached at a later date.

Staff recommends approval of Resolution No. 2022-03 so that Palm Beach County can receive and expend the Regional Funds for abatement activities within the County.

Respectfully,



Tracey L. Stevens, MMC  
Town Manager & Finance Director

## **RESOLUTION NO. 2022-03**

### **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF OCEAN RIDGE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY REGARDING REGIONAL FUNDS FROM OPIOID LITIGATION SETTLEMENTS; AUTHORIZING THE MAYOR TO EXECUTE SUCH AGREEMENT; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.**

**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 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");

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

**WHEREAS**, the Town of Ocean Ridge has approved the Florida Memorandum of Understanding (the "Florida Plan") setting forth the framework of a unified plan for the proposed allocation and use of opioid settlement proceeds; and

**WHEREAS**, the Florida Plan allocates the settlement proceeds among three funds: the City/County fund; the Regional Fund; and the State Fund; and

**WHEREAS**, under the Florida Plan, settlement proceeds allocated to the City/County fund will be distributed directly to the local governments and will not be affected by the Interlocal Agreement proposed herein; and

**WHEREAS**, the Florida Plan provides that the proceeds allocated to the Regional Fund will be distributed to the Southeast Florida Behavioral Network, Inc., to be expended within Palm Beach County for abatement of the effects of the Opioid Epidemic, unless Palm Beach County is deemed a “Qualified County” to receive and expend the Regional funds; and

**WHEREAS**, to be deemed a Qualified County, Palm Beach County must enter into an interlocal agreement with municipalities whose aggregate populations total more than 50% of the municipal population in the county; and

**WHEREAS**, Palm Beach County has requested that the Town enter into an Interlocal Agreement in support of the County being deemed a Qualified County to receive and expend the regional funds; and

**WHEREAS**, if Palm Beach County is deemed a Qualified County, it will receive and expend the proceeds from the Regional Fund within Palm Beach County for the abatement of the effects of the Opioid epidemic, under the terms of the Florida Plan and the settlement agreements; and

**WHEREAS**, the Interlocal Agreement is attached hereto as **Exhibit A** and is incorporated herein by this reference; and

**WHEREAS**, the Commission finds that the Interlocal Agreement serves a public purpose and is in the best interests of the Town.

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

**Section 1.**     **Recitals.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.**     **Approval.** The Town Commission hereby approves the Interlocal Agreement in a form substantially similar to the form attached hereto as **Exhibit A**.

**Section 3.**     **Execution.** The Town Commission hereby authorizes the Mayor to execute the Interlocal Agreement.

**Section 4.**     **Severability.** If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions

**Section 5.**     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"/>
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 7<sup>th</sup> day of March, 2022.

TOWN OF OCEAN RIDGE, FLORIDA

BY: \_\_\_\_\_

Kristine de Haseth, Mayor

ATTEST:

BY: \_\_\_\_\_

Karla M. Armstrong, Town Clerk



**INTERLOCAL AGREEMENT GOVERNING USE OF PALM BEACH COUNTY  
REGIONAL OPIOID SETTLEMENT FUNDS**

This Interlocal Agreement ("Agreement") is made and entered into by and between Palm Beach County ("County"), a political subdivision of the state of Florida, and each of the following municipalities that elects to enter into this Agreement.

The Municipalities in Exhibit A, each a municipal corporation existing under the laws of the state of Florida (each a "Municipality" and collectively the "Municipalities") (County and the Municipalities are collectively referred to as the "Parties").

**Recitals**

A. A national epidemic arose as a result of the manufacture, distribution, and over-prescribing of opioid analgesics and resulted in opioid overdoses and addictions throughout Palm Beach County ("Opioid Epidemic").

B. County and Municipalities have suffered harm from the Opioid Epidemic.

C. County is a Charter County within the state of Florida, and has an estimated population of approximately 1.497 million based on the most recent census data.

D. Municipalities are located in Palm Beach County, Florida.

E. 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 titled *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) ("Opioid Litigation"). The County is a litigating participant in the Opioid Litigation.

F. Proposed settlements have been developed to resolve certain claims under the Opioid Litigation.

G. The Attorney General for the State of Florida ("Attorney General") anticipates that settlement funds arising out of the Opioid Litigation will be distributed to the State of Florida over multiple years as part of a global settlement, and not directly distributed to County and Municipalities.

H. The Florida Memorandum of Understanding a/k/a Florida Opioid Allocation and Statewide Response Agreement ("Florida Plan") attached hereto as Exhibit B sets forth the framework for a unified plan between the state of Florida and local governments within the state of Florida regarding the proposed allocation and use of Opioid Litigation settlement funds. The Florida Plan, as currently drafted, divides the settlement funds into three funds: (i) the City/County Fund; (ii) the Regional Fund (which includes funds to Qualified Counties in addition to funds received in the City/County Fund); and (iii) the State Fund.



I. To receive its share of the Regional Fund (the "County Regional Funds," as defined below), County must qualify as a "Qualified County" as that term is defined under the Florida Plan.

J. If County does not qualify as a "Qualified County," the County Regional Funds will be allocated to the Southeast Florida Behavioral Health Network, Inc., which would be required under the Florida Plan to spend such funds within Palm Beach County to the greatest extent practicable.

K. To qualify as a Qualified County under the Florida Plan, County must enter into an Agreement with municipalities whose populations, taken together, contain more than 50% of the Municipalities total population.

L. Under the Florida Plan, County will be required to expend the County Regional Funds in Palm Beach County for abatement of the effects of the Opioid Epidemic.

M. County has an abatement plan that is being utilized to respond to the Opioid Epidemic.

N. The *Behavioral Health Substance Use & Co-Occurring Disorder Steering Committee* is a taskforce that advises, plans, and provides for programs relating to the abatement of opioid abuse and other substance abuse throughout Palm Beach County.

O. County contracts to provide funding for *The South County Mental Health Center, The Addiction Stabilization Unit, The Drug Abuse Foundation* and other Financially Assisted Agencies which provide substance abuse assessment, prevention, detoxification, residential, and outpatient services to adults aged 18 years and older and also provides treatment for substance abuse and co-occurring disorders such as depression, anxiety, trauma, and other mental health concerns that may contribute to an individual's substance abuse and dependence.

P. The Parties recognize that enabling County to receive the County Regional Funds for expenditure in the best interest of all persons within the geographic boundaries of Palm Beach County will ensure that Opioid Litigation settlement funds are available and used to address opioid-related impacts within Palm Beach County.

Q. The Parties recognize that it is in the best interest of County and Municipalities to enter into this Agreement to ensure County qualifies as a "Qualified County" to receive the County Regional Funds pursuant to the Florida Plan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.  
DEFINITIONS**

- 1.1 Unless otherwise defined herein, all defined terms in the Florida Plan are incorporated herein and shall have the same meanings as in the Florida Plan.
- 1.2 "County Regional Funds" shall mean the amount of the Regional Funds remitted to County by the state of Florida, provided County qualifies as a Qualified County.

**ARTICLE 2. CONDITIONS  
PRECEDENT**

- 2.1 This Agreement shall become effective on the Commencement Date set forth in Article 3, so long as the following conditions precedent have been satisfied:
- A. Execution of this Agreement by County and Municipalities that, taken together, contain more than 50% of the Municipalities total population, as required by Florida Plan to enable County to become a Qualified County and receive the County Regional Funds from the state of Florida;
  - B. Execution of all documents necessary to effectuate the Florida Plan in its final form; and
  - C. Filing of this Agreement with the Clerk of the Circuit Court for County as required by Florida Statutes Section 163.01.

**ARTICLE 3.  
TERM**

- 3.1 The term of this Agreement shall commence upon the satisfaction of all conditions precedent stated in Article 2 ("Commencement Date"), and shall continue until one (1) year after the expenditure of all County Regional Funds, unless otherwise terminated in accordance with the provisions of the Florida Plan ("Term"). Obligations under this Agreement that by their nature survive termination or expiration, including, but not limited to, any and all obligations relating to record retention, audit, and indemnification, will survive and remain in effect after termination or expiration of this Agreement.

**ARTICLE 4.  
PLAN ADMINISTRATION**

- 4.1 County is responsible for administering the County Regional Funds pursuant to the Florida Plan. County staff shall provide all support services including but not limited to legal services, as well as contract management, program monitoring, and reporting, required by the Florida Plan up to the moment of distribution of funds to cities at which point the cities are responsible for all reporting and monitoring and other requirements as set forth in the Plan and including providing data and reporting to County.. County is entitled to and shall receive no more than 5% from

the County Regional Funds for administrative fees as provided under the Florida Plan and will deduct such administrative fees on an annual basis. After such deduction, County shall spend all of the remaining County Regional Funds on efforts to abate the deleterious effects of the Opioid Epidemic by utilizing funds for the Approved Purposes (as defined in the Florida Plan), including the provisions related to Core Services (if and as applicable) identified in Exhibit C. County shall spend the County Regional Funds on programs and in geographic areas based on demonstrated need throughout Palm Beach County without choosing or favoring any particular municipality, geographic area, or socio-economic group.

## **ARTICLE 5. LOCAL GOVERNMENT REPORTING REQUIREMENTS**

5.1 To the extent a City Municipality receives County Regional Funds directly from County, that Municipality agrees to spend such funds solely for Approved Purpose(s) (as defined in the Florida Plan), and further agrees to timely satisfy all reporting requirements of the Florida Plan. In addition to other available remedies, failure to comply with this provision may disqualify the Municipality from further receipt of County Regional Funds.

## **ARTICLE 6. NON-APPROPRIATION**

6.1 This Agreement is not a general obligation of the County. County is not obligated to expend any funds under this Agreement except to the extent of County Regional Funds budgeted and actually received, all of which the County agrees to expend consistent with the terms of this Agreement.

## **ARTICLE 7. GOVERNMENTAL IMMUNITY**

7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by County or any Municipality nor shall anything included herein be construed as consent by County or any Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipalities are political subdivisions as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their employees to the extent of and within the limits set forth in Section 768.28, Florida Statutes.

## **ARTICLE 8. INSURANCE**

8.1 Parties are entities subject to Section 768.28, Florida Statutes, and shall furnish the other Parties with written verification of liability protection in accordance with state law upon request by the requesting party.

**ARTICLE 9.**  
**MISCELLANEOUS**

9.1 Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

**IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PALM BEACH COUNTY CUSTODIAN OF PUBLIC AFFAIRS AT 561-355-2754, OR VIA ELECTRONIC MAIL AT *RECORDSREQUEST@PBCGOV.ORG* OR THE MUNICIPALITY'S CUSTODIAN OF PUBLIC RECORDS (SEE EXHIBIT A FOR EACH MUNICIPALITY'S CUSTODIAN'S CONTACT INFORMATION).**

9.2 Truth-In-Negotiation Representation. This Agreement is based upon representations supplied by the Parties to each other and the Parties certify that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting.

9.3 Public Entity Crime Act. Each of the Parties represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, each of the Parties further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether it has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation made by a party pursuant to this paragraph is false, each of the Parties shall have the right to immediately terminate this Agreement.

9.4 Third Party Beneficiaries. Neither County nor the Municipalities intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any party based upon this Agreement. Nothing in this Agreement, express or implied, is intended to (i) confer upon any entity or person other than the Parties and their successors or assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise, except as specifically provided in this Agreement; or (ii) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

9.5 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Attn: Office of the County Attorney, Litigation Section  
300 North Dixie Highway  
Suite 359  
West Palm Beach, FL 33401

FOR MUNICIPALITY:

The addresses specified in Exhibit A.

9.6 Assignment. No Party shall have the right to assign this Agreement.

9.7 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. The failure of any Party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. a waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.8 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.9 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.10 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against any party.

9.11 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

9.12 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.

9.13 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the State courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such State courts, forsaking any other jurisdiction that any party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.14 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and the Municipalities or others with delegated authority or otherwise authorized to execute same on their behalf.

9.15 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.16 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.17 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.18 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9.19 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of epidemic, pandemic, hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Parties in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Parties. This section shall not

supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: Palm Beach County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_ 2022, and the City of \_\_\_\_\_, signing by and through its officials, duly authorized to execute same.

**COUNTY**

WITNESSES:

PALM BEACH COUNTY, by and through  
its County Administrator

Signature

By:  
County Administrator

\_\_\_\_ day of \_\_\_\_\_, 2022

Print/Type Name

Signature

\_\_\_\_\_  
Print/Type Name

APPROVED AS TO FORM:

By:

By:

**PARTICIPATING**  
**MUNICIPALITY**

ATTEST:

MUNICIPALITY

City  
Clerk

By: \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_ day of \_\_\_\_\_, 2022

By:  
City Manager

\_\_\_\_ day of \_\_\_\_\_, 2022

APPROVED AS TO FORM:

By:  
City Attorney

\_\_\_\_ day of \_\_\_\_\_, 2022



# EXHIBIT B

**FLORIDA OPIOID ALLOCATION AND**  
**STATEWIDE RESPONSE**  
**AGREEMENT**

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,  
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the “Agreement”) is entered into between the State of Florida (“State”) and certain Local Governments (“Local Governments” and the State and Local Governments are jointly referred to as the “Parties” or individually as a “Party”). The Parties agree as follows:

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

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

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

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

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention 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;” and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

## **A. Definitions**

As used in this Agreement:

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 in 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. “Dependent Special District” shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).
6. “Municipalities” shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular “Municipality” shall refer to a singular city, town, or village within the definition of Municipalities.
7. “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.
8. “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>.
9. “Opioid Funds” shall mean monetary amounts obtained through a Settlement.

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

11. “Parties” shall mean the State and Local Governments that execute this Agreement. The singular word “Party” shall mean either the State or Local Governments that executed this Agreement.

12. “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.

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

14. “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.

15. “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 Agreement. These estimates can currently be found at <https://www.census.gov>. *For purposes of Population under the definition of Qualified County, a County’s population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. “Qualified County” shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County’s government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it 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, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal 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. For avoidance of doubt, the word “operate” in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

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

18. "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.

19. "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 or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

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. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds 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, which are attached to this Agreement as Exhibit “C.” In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality 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 paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(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 State will appropriate the regional share for each County and pay that share through DCF 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 as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds 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 amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

- 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%

6. 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, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds 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 Government representatives.

(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 of 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 four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).
- (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 or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. 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.
- (i) Accountability - The State and each of the Local Governments 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 expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.
- (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.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund 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. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.



8. **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.

9. **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.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

- (i) Oversight of the any contractual or grant requirements;
- (ii) Develop and utilize standardized monitoring tools;
- (iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and
- (iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **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 full contingent fees of Local Governments 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 in connection with the Settlement because their participation increases the amount of 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 Agreement 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 payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund 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 Agreement, by order of 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.

13. **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; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

### **C. Other Terms and Conditions**

1. **Governing Law and Venue:** This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slempp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices.** All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records:** The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply with all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

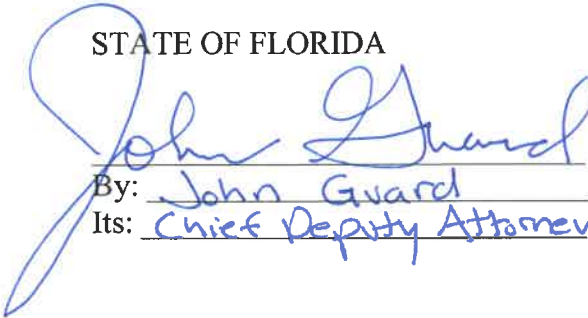
11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

**IN WITNESS THEREOF**, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA  
  
By: John Guard 11/15/2021  
Its: Chief Deputy Attorney General DATED

# EXHIBIT A



## 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.

# EXHIBIT B

## **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.

# EXHIBIT C

County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%



	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

	Chattahoochee		0.004181667772%
	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
	Gilchrist County		0.061274233881%
	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
	Gulf County		0.054715751905%
	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

	Weeki Wachee		0.001234708678%
Highlands		0.357188510237%	
	Highlands County		0.287621754986%
	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
	Hillsborough County		6.523111204400%
	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
	Holmes County		0.066805002459%
	Bonifay		0.006898026863%
	Esto		0.006269778036%
	Noma		0.001278286631%
	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
	Indian River County		0.623571460217%
	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
	Jefferson County		0.037584169001%
	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

	Tallahassee		0.425998098549%
Levy		0.251192401748%	
	Levy County		0.200131750679%
	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Bellevue		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%



	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%

	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
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# EXHIBIT C

## 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.

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

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**Meeting Date: March 7, 2022**  
**Subject: Ratification of the Police Union Agreement**

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Mayor & Commissioners:

As you know, the Town Attorney and Town Manager attended multiple bargaining unit sessions with Representatives of the Police Benevolent Association (PBA) to come to an agreement on the Police Union Agreement for the period of October 1, 2021 through September 30, 2024.

The proposed union agreement that was prepared by the Town's Labor Attorney and was ratified by the PBA is attached for your review, and staff recommends approval of the agreement as presented.

**Suggested Motion: I move to approve the police union agreement with the Police Benevolent Association for the period of October 1, 2021 through September 30, 2024.**

Respectfully,



Tracey L. Stevens, MMC  
Town Manager & Finance Director

AGREEMENT BETWEEN  
TOWN OF OCEAN RIDGE, FLORIDA  
AND  
PALM BEACH COUNTY POLICE  
BENEVOLENT ASSOCIATION, INC.

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OCTOBER 1, ~~2018~~2021 TO SEPTEMBER 30,  
~~2021~~2024



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## ARTICLE 1 PREAMBLE

THIS AGREEMENT is entered into by and between the TOWN OF OCEAN RIDGE, FLORIDA (the "Town") and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (the "PBA" or the "Union"). The purpose of this Agreement is to establish the wages, hours and terms and conditions of employment for those employees covered.



## ARTICLE 2 RECOGNITION CLAUSE

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2.1 The Town hereby recognizes the PBA as the sole and exclusive bargaining representative as to wages, hours and terms and conditions of employment for the following bargaining unit as certified by the State of Florida Public Employees Relations Commission ("PERC"), Certification No. 1751:

**Included:** All regular full-time and part-time permanent and probationary employees in the job classification of Police Officer and Police Sergeant, including all police officers and sergeants assigned to investigative duties.

**Excluded:** Police Chief, Lieutenant(s) and all other employees of the Town of Ocean Ridge.

2.2 The Town agrees that all correspondence, communication and/or notice regarding wages, hours, and terms and conditions of bargaining unit members' employment shall be directed to John Kazanjian, President, or Counsel, Palm Beach County Police Benevolent Association, 2100 N. Florida Mango Road, West Palm Beach, Florida 33409.

2.3 The PBA agrees that all correspondence, communication and/or notice regarding wages, hours, and terms and conditions of bargaining unit members' employment shall be directed to ~~James Titcomb~~ Tracey Stevens, Town Manager, Town of Ocean Ridge, 6450 N. Ocean Blvd., Ocean Ridge, FL 33435.

### ARTICLE 3 NON DISCRIMINATION CLAUSE

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3.1 No employee covered by this Agreement will be discriminated against by the Town or the Union with respect to any job benefits or other conditions of employment accruing from this Agreement because of race, sex, color, national origin, religion, age, marital status, veteran status, sexual orientation, gender, or other legally protected status.

3.2 No employee shall be discriminated against because of Union membership or non-membership and/or his or her participation in any of the Union's authorized activities.

3.3 A claim of discrimination by an employee against the Town, concerning PBA membership may be subject to the grievance or arbitration procedure contained in this Agreement, or the method(s) prescribed under applicable federal, state or local law.

3.4 All references in this Agreement to ~~the male~~either gender are used for convenience only, and shall be construed to mean both male and female employees.



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## ARTICLE 4 DUES DEDUCTION

4.1 In accordance with its regular payroll cycles, the Town agrees to deduct the PBA dues of employees who individually and voluntarily certify, in writing, that they authorize such deductions. These monies shall be transmitted to the PBA on a monthly basis. The Town's remittance to the PBA will be deemed correct if the PBA does not give written notice to the Town within ten (10) days of receipt of the remittance that there is a discrepancy. The PBA shall delineate with specificity the reasons why it believes the remittance to be incorrect. If there is an amount deducted in excess of what is authorized by this Agreement, the affected employee shall seek recourse with the PBA and not the Town.

4.2 No authorization shall be allowed for payment of initiation fees, political contributions, special assessments or fines. Any changes in the amount of PBA dues must be made known to the Town in a reasonable time to allow the Town to make the necessary technical and administrative payroll changes and program adjustments. No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period after other deductions are less than the amount of dues to be checked off.

Any employee may withdraw his or her deduction upon thirty (30) days written notice to the Town and the Union. The Town will provide a copy of any cancellation request to the PBA, and that shall constitute notice to the Union for purposes of this Article.

4.3 Deductions for PBA dues shall continue until either: 1) revoked by the employee by providing the Town and the PBA with thirty (30) days written notice that the employee is terminating the prior check-off authorization, 2) revoked pursuant to Section 447.507, Florida Statutes, 3) the termination of employment, or 4) notice to the PBA by the employee of the transfer, promotion, or demotion of the employee out of the bargaining unit. Should any employee discontinue participation in the bargaining unit for any reason, upon the employee's return to the bargaining unit, dues deductions shall continue upon the submission of a new Dues Check-Off Authorization Form.

4.4 The PBA will indemnify, defend and hold the Town harmless against those claims made and suits initiated against the Town that are specifically and narrowly related to only any check-off of Union dues. The Union further agrees to pay those reasonable expenses of the Town (including, but not limited to, reasonable attorneys' fees and costs) in defending against such suits on this specific item only.

## ARTICLE 5 MANAGEMENT RIGHTS

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5.1 The Union and its members recognize and agree that except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct the operations and activities of the Police Department (the "Department") and to supervise the employees thereof are solely and exclusively vested in the Town. Accordingly, except as provided in this Agreement and by law, the Town specifically, but not by way of limitation, reserves the sole and exclusive right to, among other things:

- a. Determine the mission and purpose of the Department;
- b. Set standards of service to be offered to the public;
- c. Exercise control and discretion over its operations;
- d. Determine methods, means, and number of employees needed to carry out the Department's mission;
- e. Introduce new or improved methods or facilities;
- f. Formulate or amend job descriptions;
- g. Direct and supervise employees;
- h. Hire, assign, transfer, lay-off and re-hire employees;
- i. Take disciplinary action and/or discharge employees for just cause;
- j. Formulate, implement and enforce the Department's and Town's policies, rules, and regulations;
- k. Control the use of equipment and property by the Department;
- l. Schedule shifts and work hours;
- m. Contract with other governmental entities to provide law enforcement services and/or to modify, amend or terminate such agreements.
- n. Determine the procedure and requirements for promotion.

5.2 The above rights of the Town are not all-inclusive but exemplify the types of matters or rights which belong to and are inherent in the Town in its general capacity as management. Any right, power and/or authority that the Town had prior to entering into this Agreement is retained by the Town, except as specifically abridged, delegated, granted or modified by this Agreement.

5.3 If the Town fails to exercise any one or more of the above rights from time to time, it shall not be deemed a waiver of the Town's right to exercise any or all of such rights.

5.4 If in the sole discretion of the Town Manager, it is determined that a civil emergency exists, including but not limited to riots, civil disorders, or natural disaster conditions, the provision of this Agreement may be suspended by the Town Manager during the time of such emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Among the provisions that could be suspended are work schedules, time frames on any article, notifications, and any other situation that may arise out of an emergency situation.

5.5 It is understood by the Parties that every incidental duty connected with the operations enumerated in job descriptions is not always specifically described and employees, at the sole discretion of management, may be required to perform other job-related duties not specifically contained in their job description.



## ARTICLE 6 UNION REPRESENTATIVES/UNION BUSINESS

6.1 The Town shall recognize one (1) member of the bargaining unit as the authorized representative. The Union shall be permitted to designate one (1) additional Union representative as an alternate.

6.2 The Union shall furnish the Town Manager and Police Chief with a written designation of its authorized representative and alternate within ten (10) days of the date on which this Agreement is fully ratified and shall thereafter notify the Town Manager and Police Chief of any change in its authorized representative or alternate within ten (10) days of the date on which such change occurs.

6.3 The Town agrees to establish a PBA time pool bank to be used for the PBA representative or alternate, when applicable to conduct Union business, as defined in this Article.

6.4 PBA members covered by this Agreement shall donate three (3) hours of Vacation Time each year to the PBA time pool bank. The maximum accumulation of hours in any given year shall be equivalent to the number of recognized PBA Bargaining Unit members multiplied by 3 (i.e.: 13 current members X 3 = 39 hours). Deductions under this paragraph shall be made from each member's Vacation Time during the first week of October. All unused donated time will be carried over from year to year; however, the maximum accumulation shall remain the same. This donated time is irrevocable, and shall not be owed to anyone upon termination of employment.

6.5 Vacation Time contributed to the bank shall be paid out when used on an hour for hour basis at the rate of pay of the Union representative(s).

6.6 Charges against the PBA time pool shall be documented by the use of a Request for Leave Form to be completed for each separate request. All requests shall be in one-hour increments. The form shall have the approval signatures of the Chief of Police or his designee, and the PBA Representative or his designee. The above form must be submitted to the Chief or his designee a minimum of seventy-two (72) hours prior to the time the Representative is requesting to use the time pool bank. Submission made with less than seventy two (72) hours' notice may be granted at the discretion of the Chief or his designee.

6.7 Subject to being called back to duty when necessary, the Town will permit the Union representative or alternate representative to attend negotiations and/or process grievances in an on-duty status if they are on duty, provided their participation does not create a vacancy requiring overtime. All time spent by on-duty Union representatives

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attending negotiations and/or processing grievances shall be deducted from the Union PBA Time Pool.

6.8 Time spent off-duty by the PBA representative or alternate for collective bargaining negotiations, grievance hearings, or other scheduled meetings with Town representatives shall be permitted to take the equivalent amount of time off during the same work period and have such time coded as, and deducted from, the PBA Time Pool, which shall not count as hours worked toward overtime calculations. The date the PBA Time Pool utilized for this purpose shall be requested in advance by the employee and shall not cause the Town to incur overtime for the vacancy.

**ARTICLE 7 NO SOLICITATION AND USE OF BULLETIN BOARDS**

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7.1 Solicitation of any and all kinds by the Union, including solicitation of membership and the collection of Union monies, shall not be engaged in during work hours.

7.2 The Town shall, in its sole discretion, determine the location and type of a bulletin board that may be used by the PBA at the Town's facilities. The PBA may use the bulletin board only for the purpose of posting official PBA business notices and related information. The PBA shall be solely responsible for monitoring the content of the bulletin board. Notwithstanding the foregoing, the Town reserves the right to remove any posting that does not meet the requirements of this Article or Town policy.

## ARTICLE 8 SENIORITY

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8.1 Seniority, as used herein, is defined as the right accruing to bargaining unit members through continuous time in grade and classification, while employed by the Town, which entitles them to certain considerations and preferences as provided for in this Agreement.

8.2 If two (2) or more bargaining unit members have the same classification date, for purposes of breaking a tie, seniority will be determined by the date and time the members' full time employment began with the Town.

8.3 Seniority shall apply in the following matters:

1. Use of Vacation Time for each calendar year shall be governed by seniority, provided it is consistent with Article 21 of this Agreement and with any Department policy. Seniority based on length of time employed by the Town shall govern leave time only.
2. Seniority shall govern filling shift vacancies and off-duty details. Of those Officers indicating interest in an advertised off-duty detail, the senior shall be selected. Future details will be assigned on a rotation or wheel basis, so as to distribute details by seniority.
3. Layoffs shall be made in the reverse order of seniority regardless of any additional grant funded or federally funded Police Officer position.
4. Employees shall be called back from layoff according to seniority for up to four (4) years provided they have maintained their FDLE minimum training requirements.

The Parties recognize that for reasons of operational necessity, seniority may not be the only factor involved. If seniority does not govern, the reasons will be provided to the affected employee when requested by the employee.



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## ARTICLE 9 DISCIPLINE

9.1 The Parties recognize that the interest of the community and job security of the bargaining unit members depends upon the Town's success in providing proper and efficient services to the community. To this end, the Town and the PBA encourage, to the fullest degree, behavior which is positive and supportive of the goals of effective municipal management and public safety. The Parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.

9.2 No bargaining unit employee who has completed the initial probationary period shall be disciplined except for just cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. In addition to any consideration for Remedial Training or Retraining, the following disciplinary actions may be utilized and, depending on the severity of the offense, the first action may be at any level including dismissal:

- A. Verbal Counseling
- B. Written Reprimand
- C. Suspension without pay
- D. Demotion
- E. Dismissal

9.3 The Town recognizes its rights and obligations under the Police Officers Bill of Rights, Section 112.532 et. seq, Florida Statutes, as amended.

Whenever a bargaining unit member is the subject of an Internal Affairs Investigation and is subject to interview or interrogation by members of his/her agency for any reason that could lead to disciplinary action, such as demotion, suspension or discharge, such interview or interrogation shall be conducted in accordance with Section 112.532(1), Florida Statutes, as amended.

The Town and PBA hereby agree to abide by Section 112.533, Florida Statutes, as amended relative to the receipt and processing of any complaints against bargaining unit members.

9.4 Any discipline issued over 36 months prior to the date of a new open investigation, for the same individual, shall not be considered in progressive discipline calculations.



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## ARTICLE 10 GRIEVANCE PROCEDURE

10.1 The following is a procedure for the resolution of grievances, which are defined as disputes involving the interpretation or application of this Agreement and all disciplinary actions involving suspensions greater than 24 hour, demotions and/or dismissals.

10.2 Every effort shall be made by the Parties to settle any grievances as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, the grievance shall be considered conclusively abandoned. Any grievance not answered by management within the prescribed time limit may be advanced to the next step. Time limits provided herein may be extended if mutually agreed upon in writing by management and the grievant or the Union representative if the grievant exercises the option of Union representation.

10.3 This grievance procedure shall be the sole and exclusive method, except as provided otherwise, for resolving any dispute involving the application or interpretation of this Agreement and disciplinary actions involving suspensions, demotions and/or terminations.

10.4 A grievance shall be presented in the following manner:

- Step 1.** The Union shall first present the grievance in writing to the Police Chief within ten (10) working days of the occurrence of the event(s) which gave rise to the grievance. The written grievance at this step and all steps thereafter shall contain the following information:
1. A statement of the grievance, including the date of occurrence, and basis for the grievance;
  2. The Article and section number of the Agreement alleged to have been violated;
  3. The action, remedy, or solution requested by the employee or Union representative; and
  4. The signature of the aggrieved employee and the signature of the Union representative or Union agent.
  5. The Police Chief shall respond, in writing, within ten (10) working days of receiving the written grievance.

**Step 2.** In the event that the Union is not satisfied with the disposition of the grievance by the Police Chief, the Union shall have the right to appeal the decision to the Town Manager within ten (10) working days of the date of the issuance of the decision of the Police Chief. The Town Manager shall, within ten (10) working days of the Town Manager's receipt of the appeal, render a decision in writing.

**Step 3.** In the event that a grievance concerning the interpretation of this Agreement has not been resolved following Step 2, the Union may refer the grievance to arbitration by notifying the Town Manager in writing. Such notification shall be made within ten (10) working days after the Town Manager renders a written decision on the grievance or within ten (10) working days following the expiration of the time limit provided for the Town Manager's response in Step 2. Nothing herein shall prohibit the extension of time mutually agreed to in writing by the Parties.

**Working Days:** For the purpose of this Article only, "Working Days" shall be defined as Monday-Friday, excluding Weekends and Holidays.

10.5 Where the Union requests arbitration in accordance with Step 3 above the Parties shall jointly request that the Federal Mediation and Conciliation Service ("FMCS") provide the Parties with a list of seven (7) potential arbitrators and their resumes. From the list submitted, the Parties shall alternately strike names from the list. On the first grievance as between the Parties, the Town shall strike first. The Parties will alternate striking first uniformly thereafter. When the name of one arbitrator remains, said person shall serve as the arbitrator.

10.6 The decision of the arbitrator shall be in writing with a full statement of findings and reasons, and the decision shall be made within thirty (30) days after the conclusion of the hearing. The arbitrator's decision shall be supported by competent substantial evidence on the record as a whole. The decision of the arbitrator shall be final and binding on the Parties; provided that the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendments thereto.

10.7 The arbitrator shall not have authority to consider any matters not defined as a grievance in this Agreement nor grievance which has not been processed in accordance with the provisions of this Article or stipulated to by the Parties, provided that the arbitrator shall have the authority to determine whether a dispute is a proper grievance as defined herein and/or has been processed in accordance with the terms of this Agreement. Any dispute concerning arbitrability shall be resolved first, and if the arbitrator determines that

the dispute is not arbitrable under the terms of this Agreement, the hearing shall be closed. Absent such a finding, the hearing shall proceed on the merits of the case. The arbitrator shall have no authority, power or jurisdiction to construe Town policy not covered by this Agreement or any provision of law, statute, or Town Ordinance.

10.8 Discipline for non-probationary employees shall be for just cause only.

10.9 The Parties shall bear the expense of their respective witnesses and representatives during the arbitration hearing. The fee and any other expenses, if any, for the arbitrator shall be equally divided between the Parties. ~~The PBA will not be responsible for~~ Parties shall equally share the cost of any court reporting attendance fees and or transcripts for any court reporter hired by the Town of the proceeding when ordered by either Party or at the arbitrator's request.

## ARTICLE 11 PROBATIONARY PERIOD

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11.1 The initial probationary period of employment shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the employee's work and for securing the most effective adjustment of the new employee to his/her position.

11.2 The probationary period for all new employees shall be twelve (12) months of continuous employment from the date of hire. During the probationary period, an employee may be discharged for any reason ~~unrelated to an investigation conducted pursuant to Article 27~~. Upon the expiration of this time period, The Police Chief shall either approve or reject, in writing, retention of the employee. In the event that the employee does not successfully complete the probationary period, the employee will be separated from employment or, in the Police Chief's sole discretion, the employee's probationary period may be extended by up to two (2) separate ninety (90) day periods, provided that the Police Chief notifies that employee in writing and articulates the reason(s) for each such extension at least ten (10) calendar days prior to the commencement of each extension.

11.3 An employee that does not successfully complete his or her initial probationary period shall have no right to utilize the grievance/arbitration procedure contained in this Agreement or any other policy or procedure for any matter concerning a failure to successfully meet job performances standards during said period.

11.4 Although employees will accumulate vacation time during their probationary period, they may not use any vacation time until they have completed six (6) months of employment in the Department.

11.5 In the event that an employee receives a promotion from a lower to a higher bargaining unit position, that employee shall serve a probationary period of twelve (12) months (of continuous employment) from the date of promotion. The Police Chief has the right to pass or fail the promotional employee at any time during this twelve (12) month probationary period. In the event that the employee does not pass his or her promotional probationary period based upon a failure to successfully meet job performance standards, the employee shall automatically revert to his/her former classification from which he or she had been promoted. If the employee reverts back to his/her former classification, such reversion shall be final and the employee shall have no right of appeal to any authority including the grievance/arbitration procedure contained in this Agreement.



## ARTICLE 12 NO STRIKES AND LOCKOUTS

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12.1 The Union recognizes that strikes by public employees are prohibited by the Florida Constitution and Section 447.505, Florida Statutes.

12.2 The PBA, its officers, agents, representatives, and its bargaining unit members agree that they will not strike, as defined by the Public Employees Relations Act, and agree not to participate in a strike against the Town by instigating or supporting a strike, nor shall the bargaining unit member participate in a work stoppage, slow-down, sick out or any other activities prohibited by law. Notwithstanding the above, there shall be no picketing whatsoever in uniform or on duty by the bargaining unit members covered by this Agreement. The parties agree that any bargaining unit member who has been proven to have participated in or promoted any of the aforesaid activities may be discharged or otherwise disciplined.

## ARTICLE 13 COMPLIANCE WITH RULES AND REGULATIONS

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13.1 All sections of the Town's Personnel Manual and the Town Police Department's General Orders, including any amendments thereto, are applicable to the bargaining unit members unless there is an express conflict between the Personnel Manual or General Orders and this Agreement, in which case this Agreement shall control. The Union agrees that the Town has the right to amend and/or modify its rules and regulations to the extent the Town – in its sole discretion – deems it necessary for the operation of the Police Department. It is understood and agreed that no such amendment or modification shall be in conflict with this Agreement.

13.2 It is agreed and understood that employees shall be provided access to written copies of any rules and regulations which are new and/or which replace, update and/or supersede the Town's or Department's present rules and regulations.

13.3 The Town shall provide a copy of any rule or regulation, as well as any amendment or revision to a rule or regulation, to the PBA in advance of implementation for review as provided in Article 2 §2.2. However, such notice shall not impede implementation of the change as provided in Article 5.

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## ARTICLE 14 COURT APPEARANCE AND CALL BACKS, AND OFF-DUTY DETAILS

14.1 Court appearances required of bargaining unit employees which arise out of the employee's performance of his or her duties and responsibilities for the Town and which occur outside of that employee's regular shift, shall be treated as time worked, with a minimum of three (3) hours for appearances in Court. These minimums shall include travel time by the employee, regardless of the amount of time actually spent at the court appearances(s). Any bargaining unit member who is required to appear more than once during a day shall receive an additional hourly minimum as long as the additional appearance is requested more than three (3) hours before or after the original appearance. All payments of any type or sort, including witness fees, or checks issued through the witness aid services, if collected, shall be endorsed by the employee and turned over to the Town with the exception of court reimbursed mileage for personal vehicle use. Employees may collect mileage fees for attending court in their personal vehicles but may not collect witness fees if they are otherwise compensated by Town.

14.2 Employees who have left the work place and are ordered or otherwise directed to return to work after completing their shifts shall be paid for all hours worked with a minimum of two (2) hours. The two (2) hours paid shall include all travel time by the employee, regardless of the amount of time actually spent working.

This provision shall not apply in those instances when overtime commenced one hour or less prior to, or runs continuously with, the bargaining unit member's regular shift.

14.3 All Off-Duty details will be paid at a minimum of three (3) hours. All postings for Off-Duty details shall include an outline of the duties required as well as the number of hours for said detail. Off-duty details shall be paid directly to the Town. The bargaining unit member shall be paid at a flat rate of \$4055.00/hour for off-duty details. Off-Duty details occurring on a Town-recognized holiday shall be paid at a flat rate of \$65.00 per hour.

## ARTICLE 15 HOLIDAYS

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15.1 The Town recognizes certain designated holidays as set forth in the Town's personnel manual which are:

New Year's Day  
Martin Luther King Jr's Birthday  
Presidents Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day (Thursday and Friday)  
Christmas Day

15.2 Bargaining unit employees who do not work on the day recognized as the Town-designated holiday shall receive eight (8) hours pay or eight (8) hours Holiday Compensatory Time for the above-listed holidays.

Bargaining unit employees who work on the day recognized as the Town-designated holiday shall receive twelve (12) hours pay or twelve (12) hours Holiday Compensatory Time for the above-listed holidays.

15.3 Bargaining unit employees receive a paid day off for the employee's birthday. This day off will be based on upon the position assigned on their birthday and will be a day off for a day off, and not calculated on hours. The employee must schedule the birthday off day-in advance, subject to Town approval and within 30 days of employee's birthday. If the birthday off is not used within 30 days of the employee's birthday it shall be automatically forfeited and will not be placed in the Holiday Compensatory Time bank.



## ARTICLE 16 ASSIGNMENT PAY

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16.1 Bargaining unit members who are assigned active Field Training Officer ("FTO") responsibilities shall be paid percent (5%) above his or her current rate of pay for each shift in which he or she is assigned to active FTO responsibilities. FTO assignment pay shall not be applicable to Sergeants.

16.2 Bargaining unit members who are assigned to serve as a scheduled full-time Investigator shall be paid 2.5% above his or her regular rate of pay.

## ARTICLE 17 UNIFORMS

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17.1 The Town shall furnish uniforms and equipment (duty gear) to all employees who are required to wear such uniforms in the performance of their duties and agrees to replace such uniforms when they are no longer serviceable.

17.2 The Town shall provide a bullet resistant vest to each Police Sergeant and Officer and agrees to replace such vest when they are no longer serviceable.

17.3 The Town agrees to provide a \$125 per year shoe allowance for all bargaining unit employees.

## ARTICLE 18 HOURS OF WORK AND OVERTIME

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18.1 The standard pay period for Bargaining Unit members who are primarily assigned to Road Patrol duties shall be 84 hours in a 14-day pay period. All time worked by employees in this classification in excess of 84 hours in a 14-day pay period shall be considered overtime for which employees covered by this Agreement shall be paid at a rate of one and one half times their regular rate of pay.

18.2 Any Bargaining Unit member assigned to conduct an Investigation or other assignments outside Road Patrol shall be scheduled as provided under Management Rights.

18.3 Time worked for purposes of calculating overtime pay shall include actual time worked, vacation time, compensatory time, holiday and PBA pool time. The Town agrees, only during times of mandatory confinement during declared states of emergency under Town Code, to count personal absence leave time that was scheduled prior to the declared state of emergency for the purposes of calculating overtime pay. The mandatory confinement period that may be enacted for bargaining unit members is determined by the Town Manager.

18.4 During Fiscal Year 2021/2022, the Department will continue its current twice annual shift bid process. Beginning, Fiscal Year 2022/2023, the Department shall begin using an annual shift bid process. For the annual shift bid process, the Department allows vacation leave bids to occur twice annually but vacation requests that interfere with pre-scheduled training will be denied where it causes the Town to incur overtime.

## ARTICLE 19 TRANSFERS AND SHIFT EXCHANGES

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19.1 It shall be the right of the Town to transfer bargaining unit members for operational necessity. If a transfer is a permanent change in the bargaining unit member's assignment, shift, or days off (except in the Departments or assignments excepted herein), seven (7) working days' notice shall be provided prior to the transfer.

19.2 Bargaining unit members who are involuntarily transferred to another shift or assignment shall retain and carry with them any approved Vacation Time, Holiday Compensatory Time and Personal Leave Time. Involuntarily transferred bargaining unit members shall be entitled to use such time as previously scheduled.

19.3 Bargaining unit members, regardless of rank, ~~within the same rank and assignment~~ may exchange shifts within the same fourteen (14) day work period with the approval of the members' supervisor(s). All requests must be made in writing using a Department shift exchange agreement form at least seven (7) days prior to the date on which the shift is to be exchanged. The form will indicate the shifts to be worked and paid back. Under no circumstances will the Town be required to compensate an employee whose shift is not paid back.



## ARTICLE 20 WAGES

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20.1 Effective October 1, 2018~~2021~~, the Officer salary schedule shall start at \$54,500 and top out at \$94,000 and the Sergeant salary schedule shall start at \$72,000 and top out at \$104,000.

Effective October 1, 2021, all members shall receive an across-the-board increase of \$2,500.00 added to base pay.

~~all members shall receive a \$4,500 increase in salary. For FY 2018-2019 only, all members will be evaluated on their anniversary date on a pass/fail basis. Members who pass the evaluation shall receive 3% increase in salary in fiscal year 2018-2019. For FY 2018/2019 only, all members shall receive a \$2,000 lump sum signing incentive.~~

20.2 Effective on their FY 2019-2020 and FY 2020-2021 anniversary dates during FY 2021-2022, all bargaining unit members could receive up to a 54% increase in salary pursuant to the Employee Position Performance Evaluation, within their respective pay range. Employees whose anniversary date occurs before ratification during FY 2021-2022 shall be evaluated after ratification and any increase in salary resulting from such Employee Position Performance Evaluation shall be retroactive to the anniversary date.

Effective on their FY 2022-2023 and FY 2023-2024 anniversary dates, all bargaining unit members could receive up to a 5% increase in salary pursuant to the Employee Position Performance Evaluation, within their respective pay range.

The percentage is based upon an Employee Performance Evaluation Criteria which scores the employee with the following three measures:

- 3 - Exceeds Expectations
- 2 - Meets Expectations
- 1 - Needs Improvement

There are 10 categories for Police Officer, and 12 categories for a Supervisory employee within the evaluation(s) form.

After the completion of the evaluation, the score will be tallied and the attached listed scale (shown below) will be utilized to determine the exact percentage of the employee's salary increase.

### Officer - Non Supervisory:

Score: 1 Needs, 2 Meets, 3 Exceeds

Scale 0-30, Possible Maximum 30

Points scored scale = Salary % increase

### Sergeant - Supervisory:

Score: 1 Needs, 2 Meets, 3 Exceeds

Scale 0-36, Possible Maximum 36

Points scored scale = Salary % Increase

For Police Officer evaluations, the Sergeant shall complete the evaluation. The Lieutenant shall have the option to make written comments and shall indicate whether the Lieutenant is in agreement with the evaluation score or not. The Police Chief shall do the same. Then the Sergeant shall deliver the evaluation to the employee whose merit increase shall be based upon the Sergeant's score.

For Sergeant evaluations, the Lieutenant shall complete the evaluation and the Police Chief shall have the option to make written comments and shall indicate whether the Police Chief is in agreement with the evaluation score or not. Then the Lieutenant shall deliver the evaluation to the employee whose merit increase shall be based upon the Lieutenant's score.

20.3 Effective the first full pay period on or after October 1, 2021, Sergeants holding the rank of Sergeant as of September 30, 2021, who were hired prior to January 1, 2015 shall receive a one-time 5% salary adjustment. Effective the first full pay period on or after October 1, 2021, Sergeants holding the rank of Sergeant as of September 30, 2021, who were hired on or after January 1, 2015 shall receive a one-time 2% salary adjustment.

**Exhibit A:**

*Tiered Score Chart for*

*Merit Evaluations*

Town PD Eval Chart Scale			Town PD Eval Chart Scale		
Officers			Supervisors		
30 possible top eval score			36 possible top eval score		
Low	high	percent	low	high	percent
25	30	5%	30	36	5%
20	24	4%	24	29	4%
15	19	3%	18	23	3%
11	14	2%	13	17	2%
0	10	0%	0	12	0%

10 or Less = No Raise Increase	12 or Less = No Raise Increase
4 or more "Need Improvement" (score=1) requires 6 month re-evaluation.	

## ARTICLE 21 LEAVE TIME

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21.1 Leave time is defined in the following categories:

- a. Vacation time ("VT") – Paid vacation time is earned at an hourly rate based on the member's years of service in accordance with the table set forth in 21.2 below.
- b. Holiday Compensatory time ("HCT") – Holiday Compensatory Time is only earned when a member chooses to convert holiday pay into time off.
- c. Personal Absence Leave Time ("PA") – is defined in the Town's Personnel Manual and may be accrued and used in accordance therewith.

21.2 Full-time employees are eligible to use accrued VT after completing six (6) months of service. VT will accrue as follows:

<u>Years of Service</u>	<u>Hours earned per pay period</u>	<u>Hours earned yearly</u>
0-5	3.30	86
5-10	4.84	126
10+	6.38	166

21.3 Personal Absence Leave Time is earned at the rate of 3.69 hours per pay period totaling 96 hours per year. This rate is the same for all bargaining unit members regardless of length of service. Bargaining unit members voluntarily terminating employment, after completing at least 6 months of employment, shall be entitled to reimbursement for 25% of the hours of unused PA leave at the rate of pay which is in effect at the time of termination up to a maximum of 160 hours of pay. Upon a bargaining unit member's normal retirement, shall be entitled to reimbursement for 50% of the hours of unused PA leave at the rate of pay which is in effect at the time of normal retirement up to a maximum of 800 hours of pay. Normal retirement is defined for this section as an employee that reaches the required age and service requirements for the Florida Retirement System ("FRS") or if the employee is not in FRS, the employee's retirement system, and elects to retire from employment with the Town. Employees terminated for cause are not eligible to receive vacation (VT), Holiday Compensatory Time, or personal absence (PA) leave payouts. If the employee is reinstated through the grievance/arbitration process, the employee's leave balances will be reinstated at the level in effect on the date of the termination for cause.

21.4 A maximum of forty-five (405) hours Vacation Time and Holiday Compensatory Time, collectively, can be taken as pay each fiscal year.

21.5 Accruals of Vacation Time plus Holiday Compensatory Time hours shall not exceed two hundred ten (210) hours at any time.

21.6 Any Member who uses Personal Absence Leave Time due to personal illness for a period of 3 or more consecutive work days, prior to returning to work, will furnish a report ("Doctors' note") from a duly licensed physician.

21.7 Accruals for Vacation Time, Holiday Compensatory Time, and Personal Absence Leave shall accrue while an employee is out of work on unpaid leave, including unpaid leave supplemented by other insurance programs such as workers' compensation, short-term disability, long-term disability, or other supplemental insurance programs. However, after 30 days of leave such accruals shall be held in abeyance and shall not be credited to the employee's leave banks until 60 calendar days after their return to work.



## ARTICLE 22 WORKERS' COMPENSATION

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22.1 A bargaining unit member covered by Chapter 440, Florida Statutes, and in accordance with provisions set forth herein, shall be authorized to be absent from work due to injury or illness incurred while on duty, and directly related to work performed, until he or she reaches maximum medical improvement as such term is defined by the Town's Workers' Compensation carrier or until the member is placed on light duty as set forth in this Article.

22.2 Sworn bargaining unit members ~~who sustain a serious injury on-duty while in fresh pursuit (as defined in § 112.19(1)(d), Fla. Stat.) or in the apprehension of a violent person, or who~~ while acting within the course of employment is maliciously or intentionally injured and who thereby sustains a job-connected disability (as set forth in § 440.15(11), Fla. Stat.) ~~sustain a serious injury while engaged in law enforcement activities, defined broadly,~~ will receive a supplement to their workers' compensation that will provide 100% of their base salary for up to one hundred eighty (180) calendar days. All questions regarding eligibility for the supplemental payment provided in this section shall be finally resolved in the sole discretion of the Town Manager without resort to the grievance and arbitration procedure. In the event that a unit member qualifies for workers' compensation but does not qualify for the Town supplementing the workers' compensation benefit to 100% of the unit member's base salary, that unit member can use any available paid leave for the unit member to cover the difference in their base salary and the workers' compensation benefit.

22.3 Bargaining unit members who sustain a serious injury on-duty while in fresh pursuit (as defined in § 112.19(d), Florida Statutes (2003)) or in the apprehension of a violent person are authorized to be absent from work due to injury or illness until the member is placed on light duty as set forth in this Article. ~~he or she is released to work or for up to one (1) year, whichever comes first.~~

22.4 Light Duty. The Town has the sole discretion to place a bargaining unit member covered by Chapter 440, Florida Statutes, who would otherwise be absent from work, on light duty in any capacity or Department within the Town for a period of up to six (6) months in accordance with the restrictions provided by the treating health care provider. No combination of light duty and absence under this Article shall exceed one (1) year.

22.5 Drug-Free Workplace Policy. The Town maintains a drug-free workplace pursuant to § 440.102 applicable to all bargaining unit members. The complete policy may be obtained from administration. All bargaining unit members hold mandatory testing or special risk positions under the statute and are subject to the following types of testing: job applicant, reasonable suspicion, post-accident, random, and follow-up.

## ARTICLE 23 INSURANCE

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The Town agrees to pay one hundred percent (100%) of the employee cost of Health insurance on the Town offered plan.

23.1 The Town agrees to provide life insurance of \$15,000 to bargaining unit members and as otherwise required by law.

23.2 The Town agrees to provide long and short term disability benefits (insurance) to bargaining unit members.

23.3 The Town agrees to pay one hundred percent (100%) of the employee premium cost of Dental and Vision Insurance on the Town offered plan.

23.4 The Town agrees to provide retirees with the option to purchase health insurance through the Town upon retirement.

## ARTICLE 24 BEREAVEMENT LEAVE

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24.1 After completion of at least twelve (12) months of employment, all regular full time and regular part time employees shall be eligible for bereavement leave with pay not to exceed three (3) working days (within 180 miles of the Town of Ocean Ridge) and five (5) working days (more than 180 miles from the Town of Ocean Ridge) for each calendar year in the event of a death in the employee's immediate family, or a maximum of two (2) working days in the event of the death of any other relative other than an immediate family member. Such leave shall be paid by the Town and not deducted from the employee accumulated Personal Absence Leave and shall not be in addition to such Personal Absence Leave.

~~24.2 After the first twelve (12) months of employment, in the event of the death of any other relative other than an immediate family member, a maximum of two days paid bereavement leave for each calendar year shall be granted. Such leave shall be deducted from the employee's accumulated Personal Absence Leave and shall not be in addition to such Personal Absence Leave.~~

24.3~~2~~ Immediate family, for the purposes of bereavement leave, shall be defined to include the employee's spouse, children, parents, siblings, grandparents, and spouse's parents, grandchildren, and spouse's siblings.

## ARTICLE 25 FUNERAL EXPENSES

In the event that a bargaining unit member dies in the line of duty, the Town shall – in addition to the life insurance proceeds available under 23.1 above and in addition to funds received in accordance with ~~FSS~~ section 112.19, Fla. Stat. and Federal laws, provide that member's beneficiary with ten thousand dollars (\$10,000) toward funeral, burial and other related expenses.



## ARTICLE 26 PERSONNEL RECORDS

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Each bargaining unit member covered by this Agreement, or legal representative so designated by the bargaining unit member, shall have the right to inspect his or her personnel files and if requested, to once annually receive a one complete copy at no cost to the bargaining unit member. Such inspection shall take place at reasonable times and at the location where the official personnel file is kept. The bargaining unit member shall have the right to receive a one duplicate copy of any item contained in his or her file(s) at no cost to the unit member. This Article will not be subject to the Grievance Procedure in this Agreement.

## ARTICLE 27 POLICE OFFICERS' BILL OF RIGHTS

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TJd  
LJF

27.1 The Town agrees that in the investigation of all bargaining unit members it shall comply with the provisions of ~~§§~~ss. 112.532, 112.533, and ~~422~~112.534, Florida Statutes, as amended.

~~27.2 Bargaining unit members may assert a claim of a violation of the Police Officers' Bill of Rights either by using the grievance procedure in this Agreement or by filing an action in Florida state court.~~

## ARTICLE 28 SEVERABILITY

RD  
2/17/22  
TA

2/16/22  
UG  
TAD

Should any final decision of any Court of competent jurisdiction or administrative agency or any federal, state, or local legislation affect any practice or provision of this Agreement, only the practices or provisions so affected shall become null or void, otherwise all other provisions or practices under this Agreement shall remain in full force and effect.

## ARTICLE 29 MAINTENANCE OF CONDITIONS

The Parties agree that all wages, hours, terms and conditions of employment, including but not limited to benefits and emoluments of employment in effect at the time of the ratification of this Agreement, and not abridged by the Agreement, shall remain in full force and effect for the duration of this Agreement.

RD  
5/17/22  
TA

2/14/22  
LF  
TAD



## ARTICLE 30 ENTIRE AGREEMENT

RD  
2/17/22  
TA

TJ  
2/17/22  
LJ  
2/17/22

This Agreement contains the entire contract, understanding, undertaking and agreement of the Parties hereto, and finally determined and settles all matters of collective bargaining for and during its term, except as may be otherwise provided herein, and supersedes any and all prior agreements or memorandums of understanding entered into prior to ratification of this Agreement.

## ARTICLE 31 DONATED LEAVE TIME

RD  
2/17/22  
JA

2/15/22  
TAD  
LS

31.1 Donations of accumulated Personal Leave Time and/or Vacation Time by a Bargaining Unit Member can be made to any Town employee, who has exhausted his or her Personal Leave Time and Vacation Time, up to a maximum of 40 hours annually. The deduction from the donating Bargaining Unit Member shall be calculated at the next pay period on an hour-for-hour basis.

## ARTICLE 32 CRITICAL INCIDENTS

32.1 In the event that an officer-involved shooting or a critical incident is captured on any Town owned or controlled electronic audio or video recording device, including but not limited to body worn cameras or in-car video cameras, the Town shall permit the officer involved along with the PBA attorney to review any such audio or video before the officer provides any voluntary or compelled statement.

The Town is not obligated to implement or purchase in-car video/audio or body cameras.

AD  
2/17/02  
TA

LK  
2/18/02  
TA

## ARTICLE 33 EDUCATION REIMBURSEMENT

LD  
2/17/22  
TA

LG  
2/16/23  
TBA

- 33.1 Bargaining unit members employed by the Town for a minimum of twelve (12) months prior to the date on which the member makes the request for participation are eligible for education reimbursement.
- 33.2 Reimbursement is applicable only to educational classes offered by a college, university, or community college that has been accredited by the Southern Association of Colleges and Schools, another regional accrediting agency, the Accrediting Council for Independent Colleges and Schools, or an accrediting agency or association that is recognized by the database created and maintained by the United States Department of Education.
- 33.3 Any employee with regular status, at the sole discretion of the Chief of Police and the Town Manager and with the prior written approval of the Chief of Police and the Town Manager, may receive leave and/or financial reimbursement to cover a portion of certain educational expenses provided that:
- A) Adequate funds (\$2,500 per person, per fiscal year) are available in the budget of the department to which the employee is assigned or available for educational funds allocated for such purposes;
  - B) Completion of such educational classes will generally improve the employee's skills, knowledge and/or ability to carry out job assignments, and otherwise directly relates to the employee's employment with the Town;
  - C) Upon completion of a course in an approved class, an employee may apply for tuition reimbursement in an amount equivalent to a portion of the tuition cost according to the following schedule:

Course Grade "A"	100% Reimbursement
Course Grade "B"	75% Reimbursement
Course Grade "C"	50% Reimbursement
Pass (in a pass/fail course)	100% Reimbursement
  - D) Any person enrolling in an approved degree program shall be eligible for reimbursement at the rate per course established by the Florida Atlantic University for a Master's degree or Bachelor's degree program or Palm Beach State College for an Associate's degree program.
  - E) If the employee leaves the employ of the Town for any reason within two (2) years after completion of such educational course(s), the employee will reimburse the Town for all Town funds invested in such educational course(s).

## ARTICLE 34 LONGEVITY

Handwritten notes in blue ink:  
Left: XAD, 2/17/22, TA  
Right: UF, 2/18/22, TAD

34.1 Bargaining unit members who complete the required years of continuous service during this contract period, as indicated below shall receive a one-time, lump sum longevity payment (not added to base); which shall be paid on the Bargaining Unit Member's Anniversary as follows:

<u>Years of Continuous Service</u>	<u>Lump Sum Payment</u>
5 year Anniversary	\$500
10 year Anniversary	\$1,000
15 years Anniversary	\$1,500
20 years Anniversary	\$2,000

34.2 Continuous service shall be defined as continuous paid service with the Town of Ocean Ridge and will be computed from the date of hire. Continuous service shall accumulate during Personal Leave Time, Workers' Compensation Leave, Vacation Leave and Military Leave.



## ARTICLE 35 PROMOTIONS

RD  
2/17/22  
TA

LGA  
2/16/22  
TAD

35.1 Nothing in this Article 35 shall infringe upon, or lessen, the rights of management, as listed in Article 5.1.n., to "[d]etermine the procedure and requirements for promotion."

35.2 Promotions to Sergeant will be based on written and oral examinations as determined by the Chief of Police. Based on those scored examinations an eligibility list shall be created which shall be valid for one year. Management may consider criteria such as length of service within the department, years in law enforcement, past commendations and/or reprimands, past successful supervisory experience in the department or elsewhere, and vision for the future of the department when making promotional decisions.

35.3 For all promotional processes, the Town shall give notice of one hundred and twenty (120) days before the scheduled promotional examination date. The notice shall include the examination date, the areas that the examination will cover, and the sources from which the examination is drawn. The examination materials shall reasonably reflect the job duties of the position. All candidates shall be provided with a list of study materials/books on the same date, no later than ninety (90) days before the examination.

35.4 Effective immediately, newly promoted sergeants shall receive a 5%-pay increase on their date of promotion to the minimum of the sergeant salary schedule or 5%, whichever is greater, and 3% upon completion of probation. Upon successful completion of the 12 month probationary period, sergeants shall receive a 3% pay increase. This section shall not apply retroactively to any sergeant that already completed the probationary period.

## ARTICLE 36 DURATION OF AGREEMENT

20  
2/17/22  
TA  
LGS  
2/16/22  
T Ad

36.1 This Agreement shall take effect upon ratification by both Parties and shall continue in full force and effect through September 30th, ~~2021~~ 2024 or until a successor Agreement is ratified by the Parties. No portion of this Agreement shall be retroactive, except as specifically provided for herein.

36.2 This Agreement is applicable to members of the bargaining unit who are employed by the Town on the date that the Town Commission approves this agreement.



# SIGNATURE PAGE

AD  
2/17/22  
TH

LG  
2/16/22  
TAD

In WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_ day of October \_\_\_\_\_, 20182022.

FOR THE TOWN OF OCEAN RIDGE	FOR THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION
<u>Tracey Stevens</u> <del>James Titcomb</del> , Town Manager	John Kazanjian, PBA President
<del>Matthew Ransdell</del> <u>Lara Donlon</u> , Town Labor Attorney	PBA Legal Counsel

Ratified by the PBA on the \_\_\_\_ day of September \_\_\_\_\_, 20182022.

Ratified by the Town of Ocean Ridge on the \_\_\_\_ day of September \_\_\_\_\_, 20182022.

Confirmed by:	Confirmed by:
<del>James A. Bonfiglio</del> <u>Kristine de Haseth</u> , Mayor	John Kazanjian, PBA President
<del>Tracey Stevens</del> <u>Karla M. Armstrong</u> , Town Clerk	

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

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**Meeting Date: March 7, 2022**  
**Subject: Davis & Associates, Inc. Contract Extension for  
Special Magistrate Services**

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Mayor & Commissioners:

On March 4, 2019, the Town entered into an agreement with Davis & Associates, Inc. to provide Special Magistrate services to the Town. The initial term of the Agreement was for three years until March 4, 2022.

The Town and Davis & Associates, Inc. desire to extend the term of the Agreement for two (2) years to March 4, 2024. Davis & Associates, Inc. has agreed to the same terms and conditions as the initial term for the purposes of extending the Agreement.

The Town Attorney has prepared the contract amendment and Resolution appointing the Special Magistrate which is attached for the Town Commission's review.

Respectfully,



Tracey L. Stevens, MMC  
Town Manager & Finance Director

## **RESOLUTION NO. 2022-05**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF OCEAN RIDGE, FLORIDA, APPOINTING AMITY “MITTY” BARNARD, ESQ., AS THE EX OFFICIO COMMUNITY STANDARDS SPECIAL MAGISTRATE FOR THE TOWN OF OCEAN RIDGE; APPOINTING ALL OTHER ATTORNEY MEMBERS OF THE LAW FIRM OF DAVIS & ASSOCIATES, P.A., AS EX OFFICIO ALTERNATE SPECIAL MAGISTRATES TO SERVE AND PRESIDE OVER COMMUNITY STANDARDS HEARINGS IN THE ABSENCE OF MS. BARNARD; ESTABLISHING THE TERM OF APPOINTMENT AND FEES TO BE PAID FOR THE SPECIAL MAGISTRATE SERVICES APPROVED HEREIN AND APPROVING THE AGREEMENT TO PROVIDE SUCH SERVICES; AND PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission seeks to renew the appointment of the law firm of Davis & Ashton, P.A., now known as Davis & Associates, P.A., as the Town’s ex officio community standards (formerly known as code enforcement) Special Magistrate pursuant to Section 16-1 of the Town's Code of Ordinances by adoption of this Resolution and the attached agreement; and

**WHEREAS**, Amity “Mitty” Barnard, Esq., of the law firm of Davis & Associates, P.A., has experience in serving municipalities in Palm Beach County as a community standards special magistrate and is capable and willing to serve in that capacity on an ex officio basis for the Town of Ocean Ridge; and

**WHEREAS**, the other attorneys in the Davis & Associates, P.A., have extensive municipal law experience including in the area of community standards and are capable and willing to serve in the capacity of ex officio Special Magistrate for the Town of Ocean Ridge should Ms. Barnard be unavailable to preside over any particular community standards hearing; and

**WHEREAS**, Davis & Associates, P.A., has agreed to provide special magistrate services to the Town during the term of this appointment, being two (2) years, at the rate of \$190 per hour.

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

**Section 1.** The foregoing recitals constitute findings of fact and are incorporated as if fully set forth herein.

**Section 2.** Amity “Mitty” Barnard, Esq., is hereby appointed ex officio Community Standards Special Magistrate for the Town of Ocean Ridge for a term of two (2) years and will provide the services described in Section 16-1 of the Town's Code of Ordinances and the attached Professional Services Agreement (“Agreement”) at a compensation rate of \$190.00 per hour. The other attorneys in the law firm of Davis & Associates, P.A., are appointed as ex officio Alternate Community Standards Special Magistrates on the same terms and conditions as Ms. Barnard and as set forth in the attached Agreement.

**Section 3.** The Agreement attached to this Resolution is approved and the Town Manager is authorized to execute the same.

**Section 4.** Nothing contained within this Resolution shall be deemed to create an employer/employee relationship between the Town and Ms. Barnard or the other attorneys of Davis & Associates, P.A.

**Section 5.** All conflicting resolutions are hereby repealed.

**Section 6.** This Resolution shall become effective upon its adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
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 7<sup>th</sup> day of March, 2022.

TOWN OF OCEAN RIDGE, FLORIDA

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

ATTEST:

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

**PROFESSIONAL SERVICES AGREEMENT**  
**(Special Magistrate)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on March 7, 2022, by and between the **Town of Ocean Ridge**, a Florida municipal corporation ("Town") and **Davis & Associates, P.A.**, a professional association authorized to do business in the State of Florida ("Special Magistrate").

**RECITALS**

**WHEREAS**, since 2019, the Town has utilized the Special Magistrate (formerly Davis & Ashton, P.A.) to provide Special Magistrate services for the Town's code enforcement hearings (now known as community standards hearings); and

**WHEREAS**, the Town and Special Magistrate desire to continue their relationship; and

**WHEREAS**, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by Special Magistrate to the Town.

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

**SECTION 1: INCORPORATION OF RECITALS**. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: SPECIAL MAGISTRATE'S SERVICES**. The Special Magistrate's member, Amity "Mitty" Barnard, Esq., shall serve as the Town's regular ex officio special magistrate for the Town's community standards hearings. If Ms. Barnard cannot serve, another member of the Special Magistrate's firm may serve as the Town's ex officio special magistrate.

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

**SECTION 4: TERM AND TERMINATION**.

a. Term. The term of this Agreement shall commence upon the execution this Agreement by the Town Manager and shall be for an initial term of **two (2) years** unless earlier terminated as stated herein. If the Special Magistrate is reappointed, the parties may extend the term by written amendment to this Agreement.

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

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

d. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Special Magistrate of such occurrence and either the Town or Special Magistrate may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Special Magistrate for all services performed under this Agreement through the date of termination.

#### **SECTION 5: COMPENSATION.**

a. Payments. The Town agrees to compensate Special Magistrate One Hundred Ninety Dollars (\$190) per hour. The Special Magistrate shall not charge the Town for travel time to and from the hearings.

b. Invoices. Special Magistrate shall render monthly invoices to the Town for services that have been rendered in conformity with this Agreement. The monthly invoices shall specify the services performed and the time spent on such services. Invoices will be reviewed for approval and if an invoice is not approved, the Town will notify Special Magistrate within ten (10) days of deficiencies in the invoice. Once the deficiencies are corrected and a new or amended invoice submitted, the Town shall make payment within twenty (20) days. Invoices will normally be paid within thirty (30) days following the Town's receipt of Special Magistrate's invoice.

**SECTION 6: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement. The Special Magistrate warrants that all persons utilized in the performance of this Agreement have and shall maintain for the life of this Agreement the appropriate licensing and qualifications to perform the services under this Agreement and Chapter 16 of the Town's Code of Ordinances.

**SECTION 7: PERSONNEL.** Special Magistrate represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by Special Magistrate or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

**SECTION 8: INSURANCE.** Prior to commencing any services, Special Magistrate shall provide proof of insurance coverage as required hereunder on a primary, non-contributing basis. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and Special Magistrate. All such insurance policies may not be modified or terminated without the express written authorization of the Town. The Town Manager is authorized to modify the insurance requirements without amendment to this Agreement if consistent with the services to be provided.

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

The certificates shall clearly indicate that Special Magistrate has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Special Magistrate of its liability and obligations under this Agreement.

**SECTION 9: SUCCESSORS AND ASSIGNS.** The Town and Special Magistrate each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

**SECTION 10: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 11: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 12: ACCESS AND AUDITS.** Special Magistrate shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Special Magistrate's place of business. In no circumstances will Special Magistrate be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 13: NONDISCRIMINATION.** Special Magistrate warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 14: AUTHORITY TO PRACTICE.** Special Magistrate hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Town upon request.

**SECTION 15: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 16: PUBLIC ENTITY CRIMES.** Special Magistrate acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Special Magistrate will advise the Town immediately if it becomes aware of any violation of this statute.



**SECTION 17: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the Town shall be sent to:

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

and if sent to Special Magistrate, shall be sent to:

Davis & Associates, P.A.  
701 Northpoint Parkway, Suite 205  
West Palm Beach, FL 33407

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

**SECTION 18: ENTIRETY OF AGREEMENT.** The Town and Special Magistrate agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 19: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 20: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 21: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Special Magistrate fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to Special Magistrate to terminate for cause.

**SECTION 22: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the Town. The Effective Date is the date this Agreement is executed by the Town.

**SECTION 23: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 24: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 25: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be signed digitally and each digitally signed counterpart shall be considered as an original of the signing party.

**SECTION 26: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, Special Magistrate acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Special Magistrate has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 27: REPRESENTATIONS AND BINDING AUTHORITY.** By signing this Agreement, on behalf of Special Magistrate, the undersigned hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of Special Magistrate for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 28: PUBLIC RECORDS.** Special Magistrate shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Special Magistrate does not transfer the records to the Town.
- d. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of Special Magistrate or keep and maintain public records required by the Town to perform the service. If Special Magistrate transfers all public records to the Town upon completion of the Agreement, Special Magistrate shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If Special Magistrate keeps and maintains public records upon completion of the Agreement, Special Magistrate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

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

**SECTION 29: SCRUTINIZED COMPANIES.** The Special Magistrate certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if Special Magistrate is found to have submitted a false certification; or if Special Magistrate is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

**SECTION 30: E-VERIFY.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Special Magistrate shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Special Magistrate may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

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

**TOWN OF OCEAN RIDGE**

By: \_\_\_\_\_  
Tracey Stevens, Town Manager

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Christy L. Goddeau, Town Attorney

**SPECIAL MAGISTRATE: DAVIS & ASSOCIATES, P.A.**

By: \_\_\_\_\_

[Corporate Seal]

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

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2022, by \_\_\_\_\_, as the \_\_\_\_\_ [title] of \_\_\_\_\_ Davis & Associates, P.A., who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind Davis & Associates, P.A., to the same.

\_\_\_\_\_  
Notary Public Signature  
Notary Seal:

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

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**Meeting Date: March 7, 2022**  
**Subject: Blue Iguana Pest Control, Inc. Contract Extension  
for Iguana Management Services**

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Mayor & Commissioners:

On January 7, 2019, the Town entered into an agreement with Blue Iguana Pest Control, Inc. to provide Iguana Management services to the Town. The Town and Blue Iguana Pest Control, Inc. desire to extend the term of the Agreement for one (1) year through March 8, 2023 with some additional required terms as required by State Statute, but the same pricing as set forth in the Agreement.

The Town Attorney has prepared the contract amendment which is attached for the Town Commission's review.

Respectfully,



Tracey L. Stevens, MMC  
Town Manager & Finance Director

## **SECOND AMENDMENT TO AGREEMENT FOR IGUANA MANAGEMENT SERVICES**

THIS SECOND AMENDMENT ("Second Amendment") is made as of the 7<sup>th</sup> day of March, 2022, by and between the **Town of Ocean Ridge**, , a municipal corporation organized and existing under the laws of the State of Florida, ("Town"), and **Blue Iguana Pest Control, Inc.**, a company authorized to do business in the State of Florida ("Contractor").

### **RECITALS**

WHEREAS, the Town entered into an Agreement with Contractor for iguana management services on January 7, 2019 ("Agreement"); and,

WHEREAS, the Town and Contractor amended the Agreement to renew and extend the term for one year term through January 7, 2021 under the same terms and conditions and pricing set forth in the Agreement ("First Amendment"); and,

WHEREAS, the Town and Contractor desire to renew and extend the term of the Agreement (as amended) for one year through March 8, 2023 with some additional required terms but the same pricing as set forth in the Agreement; and,

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Term. The parties agree that the term of the Agreement (as amended) is hereby extended through March 8, 2023.
3. Amendment. The Agreement (as amended) is amended to include the following paragraphs.

A. Scrutinized Companies: As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Agreement, the Contractor certifies that it is not participating in a boycott of Israel. The Town and Contractor agree that the Town will have the right to terminate the Agreement if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

B. E-Verify: Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees; secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with

an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes; maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Town upon request; comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes; be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and, be aware that if the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

C. **Public Records:** The Contractor shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes (the “Public Records Act”), and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to: keep and maintain public records required by the Contractor to perform the services; upon request from the Town’s custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement; upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service; if Contractor transfers all public records to the Town upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; if Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town’s custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-732-2635, [karmstrong@oceanridgeflorida.com](mailto:karmstrong@oceanridgeflorida.com), OR BY MAIL AT TOWN OF OCEAN RIDGE, 6450 NORTH OCEAN BOULEVARD, OCEAN RIDGE, FL 33435.**

**SECTION 4:** **Entire Agreement.** The Town and Contractor agree that the Agreement, the First Amendment and this Second Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Second Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement and the First Amendment (except as amended herein) remain in full force and effect.





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

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**Meeting Date: March 7, 2022**  
**Subject: Place Planning & Design, Inc. Contract Extension**  
**for Town Planning Services**

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Mayor & Commissioners:

On February 4, 2019, the Town entered into an agreement with Place Planning & Design, Inc. to provide Town Planning services to the Town for a three-year term.

The Town and Place Planning & Design, Inc. desire to extend the term of the Agreement for three years through February 4, 2025 with some additional required terms as required by State Statute, but the same pricing as set forth in the Agreement.

The Town Attorney has prepared the contract amendment which is attached for the Town Commission's review.

Respectfully,



Tracey L. Stevens, MMC  
Town Manager & Finance Director

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**(Planning Services)**

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is entered on the 4<sup>th</sup> day of February, 2022, by and between the **Town of Ocean Ridge**, a Florida municipal corporation (“Town”) and **PLACE Planning & Design, Inc.**, a company authorized to do business in the State of Florida (“Consultant”).

**RECITALS**

**WHEREAS**, on February 4, 2019, the Town and the Consultant entered a contract for the Consultant to provide professional planning services to the Town (the “Agreement”); and,

**WHEREAS**, the Town and Consultant desire to amend the Agreement to extend the term of the Agreement for another three (3) years and to include additional terms required by the Town; and,

**WHEREAS**, the Town finds amending the Agreement as set forth herein serves a valid public purpose.

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

**SECTION 1: Incorporation of Recitals.** The foregoing Recitals are incorporated into this Amendment as true and correct statements.

**SECTION 2: Amendment to Term.** The term of the Agreement as set forth in Section 4(a) is amended as follows:

a. **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the Town Commission and shall continue for a three (3) year term or until either party terminates this Agreement as set forth herein. The term may be further extended by written agreement of the parties.

**SECTION 3: Required Terms.** The following provisions are added to the Agreement as required by the Town:

A. **Scrutinized Companies:** As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Agreement, the Consultant certifies that it is not participating in a boycott of Israel. The Town and Consultant agree that the Town will have the right to terminate the Agreement if the Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

B. **E-Verify:** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors’ newly hired employees; secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes; maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Town upon request; comply fully, and ensure all of its subcontractors comply

fully, with Section 448.095, Florida Statutes; be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and, be aware that if the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

C. Public Records: The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"), and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to: keep and maintain public records required by the Consultant to perform the services; upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement; upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of Consultant or keep and maintain public records required by the Town to perform the service; if Consultant transfers all public records to the Town upon completion of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; if Consultant keeps and maintains public records upon completion of this Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-732-2635, [karmstrong@oceanridgeflorida.com](mailto:karmstrong@oceanridgeflorida.com), OR BY MAIL AT TOWN OF OCEAN RIDGE, 6450 NORTH OCEAN BOULEVARD, OCEAN RIDGE, FL 33435.**

**SECTION 4:** Entire Agreement. The Town and Consultant agree that the Agreement and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement (except as amended herein) remain in full force and effect.

**SECTION 5.** Counterparts. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to the Professional Services Agreement (planning services) to be executed as of the day and year set forth above.

ATTEST:

**TOWN OF OCEAN RIDGE**

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

By: \_\_\_\_\_  
Tracey Stevens, Town Manager

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Christy L. Goddeau, Town Attorney

**PLACE PLANNING & DESIGN, INC.**

By: \_\_\_\_\_

Print Name:

Title:

[Corporate Seal]

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as \_\_\_\_\_ of PLACE Planning & Design, Inc., a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

**Agenda: March 7, 2022**  
**Memo: Item # 1.I.**

**Town of Ocean Ridge, Florida**  
**Agenda Memorandum**  
**Office of the Town Clerk, Karla Armstrong**

**Subject: Lien Satisfaction for 101 Bonito Drive**

Mayor and Town Commissioners:

The Town received payment in the amount of \$43,539.84 on 2/28/2022 for the Code Enforcement lien on 101 Bonito Drive. The breakdown of the liens is as follows:

Daily Fine \$100/Day 10/16/20 – 12/01/20 (46 Days) \$4,600.00  
Daily Fine \$100/Day 12/01/20 – 11/22/21 (357 Days) \$35,700.00  
Interest 5/17/21-2/28/22 \$3,179.84  
Record/Release Lien \$60.00

The lien is ready to be released now that the amount has been paid in full. Please authorize the Mayor and the Town Clerk to execute the lien satisfaction for 101 Bonito Drive for the Roof Code Enforcement lien.

THIS INSTRUMENT PREPARED  
BY AND RETURN TO:

Town of Ocean Ridge  
6450 North Ocean Blvd.  
Ocean Ridge FL 33435

**SATISFACTION AND RELEASE OF LIEN**

For and in consideration of the sum of forty three thousand five hundred thirty nine dollars and eighty four cents (\$43,539.84) in hand this day paid, the receipt of which is hereby acknowledged, the TOWN OF OCEAN RIDGE, FLORIDA, a municipal corporation, hereby releases the property hereinafter described from that certain lien filed by it in Official Records Book 31817 Page 1226 of the Public Records of Palm Beach County, Florida, on the 7<sup>th</sup> day of March, 2022, and hereby declares said lien fully satisfied. Said property is described as follows:

Property Address: 101 Bonito Drive, Ocean Ridge, FL 33435

Legal Description: MC CORMICK MILE ADD 1 LTS 102 & 103

Owner: 101 Bonito Drive LLC

Last Known Address of Owner: 2985 N Ocean Blvd, Delray Beach, FL 33483

Parcel #46 43 45 22 10 000 1020

WITNESS my hand and seal this 7<sup>th</sup> day of March, 2022.

Attest:

TOWN OF OCEAN RIDGE, FLORIDA

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

By: \_\_\_\_\_  
Kristine de Haset, Mayor

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this \_\_\_\_\_ day of March, 2022, before me by means of physical presence Kristine de Haset and Karla M. Armstrong who signed the foregoing instrument as such officers for the uses and purposes therein mentioned and they affixed thereto the official seal of the Town of Ocean Ridge, and that the said instrument is the act and deed of said municipal corporation.

WITNESS my signature and official seal at the Town of Ocean Ridge, in the County of Palm Beach and State of Florida, the day and year last aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida  
(SEAL/STAMP)



# Ocean Ridge Police Department

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

Date: March 2, 2022

Tracey Stevens  
Town Manager

As you are aware, the Police Department in conjunction with the Town offers an alarm monitoring service to our residents using an on site DSC alarm receiver and SIS software. As part of the next years budget process, I was working on receiving quotes to replace the receiver as it is now 7 years old and has reached end of life status. This means the receiver is not able to be repaired and is no longer produced.

On March 1, 2022 around 3 p.m. the device began to fail and started notifying dispatch through a series of audible and visual notifications. We made numerous attempts to reset, re-power, disconnect and reconnect the device without success. As of this morning at 0800 hours, the device has completely failed and is no longer operational. This means that alarms are no longer being monitored thus making this an emergency.

I have contacted DSC, a Canadian Based Company with a representative in Miami for a quote. They have verbally stated that the lowest priced alarm receiver that would be compatible with our SIS software could be purchased for no more than \$14,000 dollars. This receiver includes a redundant component that provides for an emergency back-up within the device in the event of a failure. This redundant feature means that we should not experience a catastrophic failure like this in the future.

Since this is considered a non-budgeted item in the current budget year and is an emergency component, it would require the use of contingency funds to purchase the replacement. Since the DSC receiver has to be compatible with the SIS software, this component is the required replacement and three quotes are not an option. The manufacturer, DSC has agreed to install the component for free to save the Town \$3000.00 in installation costs due to the circumstances.

A handwritten signature in black ink, appearing to read "Richard Jones".

Richard Jones  
Chief of Police

# MEMORANDUM

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**TO:** TOWN COMMISSION  
**FROM:** CHRISTY GODDEAU, TOWN ATTORNEY  
**RE:** PROPOSED ORDINANCE REGARDING CODE CHANGES TO MODIFY THE REGULATIONS GOVERNING FENCES SURROUNDING SEWAGE DISPOSAL FACILITIES OR SEWAGE TREATMENT PLANTS  
**DATE:** FEBRUARY 7, 2022

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Recently, the Town Building Official observed a constructed eight (8) foot tall concrete block wall as fencing surrounding a sewage disposal facility or sewage treatment plant (“sewage plant”) on a condominium’s property within the Town. The Town’s Code of Ordinances, section 58-26, prohibits such walls as fencing from exceeding six (6) feet in height. Since the condominium’s wall was not permitted, the proper enforcement action would be to require the property owner to apply for a variance and permit for the wall or remove the same. Instead, at the request of the Building Official, Town staff conducted further review of similar sewage plants on other properties and found that several properties in the Town had similar eight (8) foot walls. Given the noise and noxious smells that can emanate from sewage plants, Town staff decided it would be in the best interests of the Town to revise section 58-26 to allow concrete block walls of up to eight (8) feet in height as fencing. Additional revisions were also made to section 58-26 to make it consistent with other provisions of the Code.

The proposed ordinance makes the following revisions to section 58-26:

1. All new sewage plants will be required to be fenced by a concrete block wall of at least six (6) feet in height but no more than eight (8) feet in height.
2. The wall must be finished with stucco with integral color or finished with stucco and painted, or finished with other decorative opaque material so the seams of the blocks are obscured. While a required hedge will also screen the wall, the requirement for finishing the wall make it consistent with section 64-44 of the Code regarding concrete block walls throughout the Town.
3. The landscape screening will need to be the same height as the wall at the time of installation of a new wall (or anticipated to be at the height within six months) and then maintained at that height or no taller than otherwise authorized by the Code.
4. Chainlink as fencing for new sewage plants will no longer be allowed. However, for repairs of existing sewage plants (which require a building permit), a provision is added to allow the chainlink fencing to continue if previously permitted and if the landscaping is of sufficient density and height to reduce the noise of the plant and screen it. If not, the Building Official is provided



the authority to require more screening including compliance with the new requirements (i.e., install a wall and get rid of the chainlink fencing if screening is not adequate). This essentially allows for grandfathering chainlink fencing; however, if the Town Commission wants to phase out chainlink fencing, this provision can be deleted (i.e., all permitted repairs will require the chainlink fencing to be removed and a wall installed).

Please note, this draft ordinance was not provided to the Planning & Zoning Commission for review as the existing ordinance (section 58-26) is outside the Land Development code and Planning & Zoning Commission purview. The Town Commission may require Planning & Zoning Commission review before proceeding further.

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

**Suggested Motion: I move to adopt Ordinance No. 2022-03 on second reading.**

**ORDINANCE NO. 2022-03**

**AN ORDINANCE OF THE TOWN OF OCEAN RIDGE, FLORIDA, AMENDING ITS CODE OF ORDINANCES AT CHAPTER 58, "UTILITIES," ARTICLE II, ENTITLED "FENCING AND SCREENING OF SEWAGE DISPOSAL FACILITIES AND TREATMENT PLANTS," BY AMENDING SECTION 58-26, ENTITLED "REQUIRED; PAYMENT OF COSTS; REVIEW OF PLANS," TO REVISE THE FENCING REQUIREMENT TO BE BY CONCRETE BLOCK WALL OF UP TO EIGHT (8) FEET IN HEIGHT AROUND SEWAGE DISPOSAL FACILITIES OR SEWAGE TREATMENT PLANTS; PROVIDING FOR 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 has observed that several sewage disposal facilities and sewage treatment plants ("sewage plants") within the Town are fenced by concrete block walls which are eight (8) feet in height; and

**WHEREAS**, the Town Code of Ordinances currently only allows for chainlink or concrete block walls of up to six (6) feet in height with landscape screening to fence sewage plants; and

**WHEREAS**, the Town has determined that allowing concrete block walls of no greater than eight (8) feet in height would create consistency with some of the existing fencing and allow for others to increase their fencing around sewage plants to further mitigate the potential adverse effects of the sewage plants; and

**WHEREAS**, the Town Commission has determined that the enactment of this ordinance amendment is for a proper municipal purpose, that it is in the best interests of the residents of the Town, and will serve to further protect the aesthetics of the neighborhood and mitigate the potential adverse effects of sewage plants in 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:** Chapter 58 “Utilities,” Article IV “Fencing and Screening of Sewage Disposal Facilities and Treatment Plants,” Section 58-26 “Required; Payment of costs; review of plans,” is hereby amended to read as follows (underline denotes additions; ~~stricken through~~ denotes deletions):

**Article IV. – FENCING AND SCREENING OF SEWAGE DISPOSAL FACILITIES AND TREATMENT PLANTS.**

**Sec. 58-26. – Required; Payment of Costs; Fencing and Hedge Requirements; Review of Plans.**

(a) All sewage disposal facilities or sewage treatment plants heretofore or hereafter constructed within the town shall be fenced as indicated in this section. Such fence shall be constructed in accordance with the provisions of the Standard Building Code adopted by the town and shall be screened from view by a hedge ~~at least six feet in height~~ around the outside of the fence.

(b) The cost of installing and maintaining a ~~chainlink or~~ concrete block fence, which must be at least six (6) feet in height and no greater than eight (8) feet in height, around the perimeter of the sewage disposal facility or sewage treatment plant, together with a locked gate, and the required hedge screening, shall be borne by the owner of the property upon which the sewage disposal facility or sewage treatment facility is located.

(c) The concrete block fence shall be finished with stucco with integral color or finished with stucco and painted, or finished with other decorative opaque material so the seams of the blocks are obscured. The hedge shall be the same height as the fencing at the time of installation (or reasonably anticipated to reach the height of the fencing within six (6) months) and maintained at least at the height of the fencing thereafter. The maximum height of the hedge may exceed the height of the fencing if not otherwise prohibited by the provisions of this code.

(~~ed~~) Before any building permit is issued for the construction of a sewage disposal facility or sewage treatment plant within the town, the property owners shall submit a plan prepared by a registered engineer or architect to the building official of the town, laying out in detail the proposed fence, gate and required screening. The building official or plumbing inspector shall review the plan to see if it is reasonably designed to prevent unauthorized personnel from entering the sewage disposal facility or sewage treatment plant and to see if the proposed hedge is of sufficient density ~~and height to reduce the noise made by the facility or plant and~~ to screen it from view from the street, adjoining property and structures proposed for the subject property. No building permit will be issued until an acceptable plan is submitted, and no certificate of occupancy will be issued until the building inspector determines that the fencing and screening have been installed in compliance with the provisions of the proposed plan.

(de) Before any building permit is issued for repairs to existing sewage treatment facilities or plants, the owner of the property shall submit an affidavit that the facility or plant is fenced and screened in accordance with this article. If the facility or plant is not fenced and screened in accordance with this article, before any building permit is issued for the repair of the sewage disposal facility or sewage treatment plant located within the town, the property owner shall submit a plan prepared by a registered engineer or architect to the building official of the town, laying out in detail the proposed fencing and screening of the sewage disposal facility or sewage treatment plant. The building official shall review the plan to see if it is reasonably designed to prevent unauthorized personnel from entering the sewage disposal facility or sewage treatment plant and to see if the proposed hedge is of sufficient density and height to reduce the noise made by the facility and to screen it from view from the street, adjoining property and structures on the subject property. No building permit shall be issued until an acceptable plan is submitted. Notwithstanding the foregoing, if the existing sewage treatment facility or plant is fenced by previously permitted chainlink fencing, the chainlink fencing may continue to be utilized if the building official determines that the existing or proposed hedge is of sufficient density and height to reduce the noise made by the facility and to screen it from view from the street, adjoining property and structures on the subject property. If the permitted chainlink fencing with existing or proposed hedge is determined to be insufficient in density and/or height, the building official may impose other reasonable requirements including, but not limited to, full compliance with this section to reduce the noise made by the facility and to screen it from view from the street, adjoining property and structures on the subject property.

**SECTION 3 - Codification:** The 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 7<sup>th</sup> day of February, 2022.

SECOND AND FINAL READING this 7<sup>th</sup> day of March, 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

AYE    NAY  
\_\_\_\_\_

SUSAN HURLBERT, 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 March, 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, Tracey Stevens**

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**Meeting Date: March 7, 2022**  
**Subject: Sabal Island Beautification - Phase II**

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Mayor & Commissioners:

As you may recall, the Town Commission allocated \$15,000 for safety lighting and irrigation upgrades for Phase I of the Sabal Island Beautification project in FY20, and voted to re-visit Phase II of the beautification project in the FY21 budget, with the Sabal Island residents raising matching funds for the landscaping portion of the project. Since the safety lighting and irrigation upgrades were more expensive than expected, work to date on the safety lighting and irrigation was accomplished through the efforts of Sabal Island volunteers and equal matching funds between the Town and Sabal Island residents. In addition, residents painted the bridge and guardrails, added lights, and funded a License Plate Recognition Program to address safety concerns.

The work for Phase I of the project took longer than expected, and we were not ready to present the Phase II Landscaping portion of the project in the FY21 or FY22 budget cycles as expected. The Town Commission only appropriated \$5,000 in the FY22 budget for beautification projects, and that money has been expended on other priority projects.

The Sabal Island Beautification Committee has determined that Phase II of the project will cost approximately \$21,000 to complete, with the Town investing \$10,500 and the residents contributing matching funds of \$10,500.

We would ask the Commission to approve the funding for Phase II of the project and allow staff to work out the details with the Committee in the best interests of the Town. Staff will ensure proposed plantings avoid power lines and potable water lines.

Options:

1. Approve Phase II now using contingency funds from the current budget; or
2. Budget for Phase II in the amount of \$10,500 in the FY23 budget.

Respectfully,



Tracey L. Stevens, MMC  
Town Manager & Finance Director

# Sabal Island Safety and Beautification Project *Phase 2*

March 7, 2022

## **Committee Members:**

AJ Emanuel

Mary Ann Emanuel

Renee Glendinning

Bruce Hindin

Douglas McCarty

Jim Weege

Susan Lissner Weege

# Sabal Island Safety and Beautification – *Phase 2*

## Update (Formally Initiated March 2, 2020)

- Background – SICC Safety and Beautification
- What we've done
- What remains
- Ask of town



# Sabal Island Safety and Beautification – *Phase 2*

## Background

- Safety
  - Rash of car break-ins March, 2019
  - Inadequate island lighting
- Beautification
  - Poor and dying vegetation, not replaced post hurricane damage early 2000
  - No sprinkler system at bridge or island marker/sign

# Sabal Island Safety and Beautification – *Phase 2*

## Background (cont'd)





# Sabal Island Safety and Beautification – *Phase 2*

## What we've done

### Sabal Island Rear Triangle

Installed lighting, planting, dog bowl, sod & bench



### Sabal Island Front Triangle

Installed lighting, trimming





# Sabal Island Safety and Beautification – *Phase 2*

## What we've done

### Sabal Island Bridge

Residents painted bridge & guardrails, added lights and funded License Plate Recognition Program



### Funding:

Work to date was accomplished through the efforts of Island volunteers and equal matching funds between Town and Sabal Island residents.

# Sabal Island Safety and Beautification- *Phase 2*

## What remains

Sabal Island East & West of Bridge

No lights (safety), vegetation destroyed, not replaced



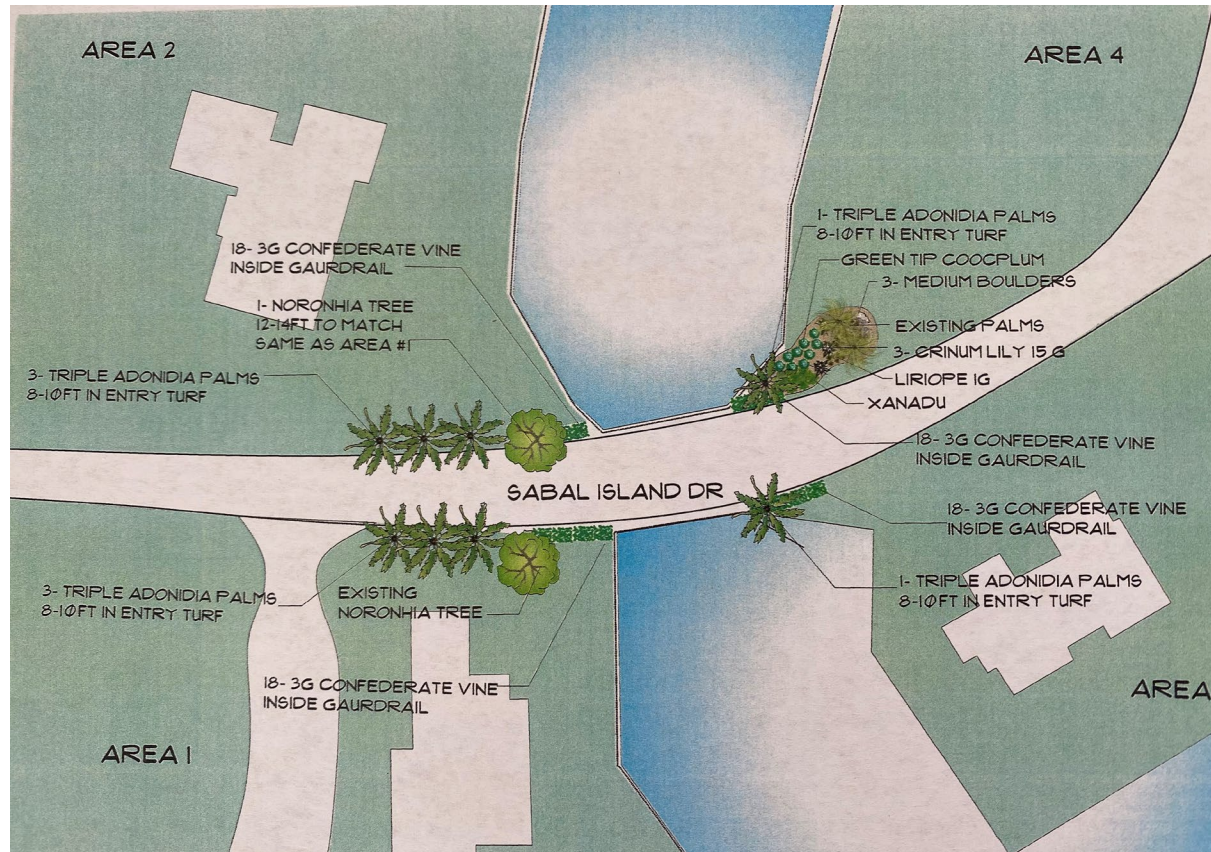


# Sabal Island Safety and Beautification – Phase 2

## What remains

### Sabal Island East & West of Bridge

Proposed: Vegetation, plant lighting and irrigation



New landscape plan



Rendition of new berm

# Sabal Island Safety and Beautification – *Phase 2*

What remains:

• Trees/Plantings	\$10,500
• Lighting of Trees and Plants (Safety)	\$ 6,000
• Sprinkler System/Backflow Valve (Infrastructure)	\$ 3,500
• Signage/Marker	<u>\$ 1,000</u>
	\$21,000

Requesting \$10,500 town funding to match the resident funding for completion of the project.



# Sabal Island Safety and Beautification – *Phase 2*

Thank You to the Town Staff and Commissioners for supporting our community initiative, enabling us to create a safer and more beautiful neighborhood.





# MEMORANDUM

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**TO:** MAYOR AND COMMISSIONERS  
**FROM:** CHRISTY GODDEAU, TOWN ATTORNEY  
**RE:** CONSIDERATION OF EXTENSION OF CONSTRUCTION DURATION  
AGREEMENT FOR 6273 N. OCEAN BLVD.  
**DATE:** MARCH 7, 2022

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For the Town Commission's consideration of the above referenced agreement, the following background information is provided on the construction project at 6273 N. Ocean Blvd, Ocean Ridge, FL 33435 ("Property"), which is owned by Oceandell Holdings, LLC.

On September 10, 2013, the Town approved the plan to develop a new single family home at the Property. On May 8, 2015, the Town issued building permits for construction of the new single family home at the Property. The time period for construction was set at 18 months. Previous Town Building Officials granted multiple extensions to the 18-month construction time period. During these extensions, modifications were made to the plans for the new single family home which do not appear to be in compliance with the Town's code of ordinances (i.e., a flat roof(s), a front façade with no pass-through openings, and less than five (5) garage parking spaces). The Owner through its contractor constructed the new single family home based on the approved extensions of time which may have included approvals of the aforementioned modifications.

On November 2, 2020, the Owner's representative appeared before the Town Commission to request another extension of time until May 2021, which the Town Commission granted to July 21, 2021 due to concerns with the status of construction. When the Owner failed to complete construction by July 21, 2021, the Town pursued a code enforcement case for failure to timely complete the construction. At the code enforcement hearing, the Special Magistrate found the Property in violation and assessed a \$250 per day fine against the Property, which continues to accrue until construction is completed with a final certificate of occupancy. At the code enforcement hearing, the Owner's representative requested until February 6, 2022 to complete construction, which the Town administratively granted to provide time to the Owner to bring the code violation into compliance.

In January 2022, the Town advised the Owner's representative to request another extension of time from the Town Commission when the construction did not appear to be nearing completion. On February 7, 2022, the Owner's representative appeared before the Town Commission to ask for another extension of time which the Town Commission did not grant.

Since the Town Commission's refusal to grant a further extension on the duration of

construction, the Owner has hired a new contractor to complete the single family home at the Property and, as of the writing of this memorandum, is preparing a timeline for such construction to be completed.

The Town has spent significant time and expense to assist the Owner and its contractor to get the construction at the Property timely completed. The Town has heard complaints from adjacent neighbors and Town residents regarding the construction at the Property. To avoid further unaccounted for time and expense to the Town, Town staff has proposed a written agreement to the Owner which proposes to place significant conditions on any Commission granted time extension such as:

1. The primary and all sub-permits must be promptly renewed and the original permit fee paid to the Town as part of the renewal.
2. The Owner must agree to a Construction Deadline that is inclusive of any required Town actions.
3. The Owner must provide the Town with an irrevocable letter of credit to cover the costs to the Town for potential demolition if the Construction Deadline is not met.
4. The Owner must agree to make certain modifications to the flat roof(s), front façade, and garage parking spaces and/or agree to future requirements and prohibitions on the same.
5. The Owner must agree to a time certain to cease all generator use at the Property for construction.
6. The Owner must agree to allow the Town to take certain actions at the Property if the Construction Deadline is not met, which includes demolition of all structures.

In exchange, the Town Commission would agree to extend the duration of construction to the agreed Construction Deadline. The Commission would also agree to stop the accruing of the \$250 fine as of the date of the renewed permits issuance if the Construction Deadline is met and all other terms and conditions of the agreement satisfied.

Town staff is hopeful that the Owner will agree to the proposed agreement (with some revisions anticipated); but, as of the drafting of this memorandum, the agreement has not yet been finalized.

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



# Ocean Ridge Police Department

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

February 23, 2022

Tracey Stevens  
Town Manager

Attached you will find a document titled "Leasing vs Purchase, The Real Numbers". As you are aware, I was the person who originally brought forward the idea of leasing vehicles through Enterprise in an effort to reduce the Town's budget while enhancing our fleet. During the last several months, I have diligently worked with Enterprise and have come to the conclusion that we should not pursue that option any further.

As you will see from reviewing the attached documents, Enterprise has deviated from their original presentation and the actual costs associated with their current offers and programs create additional costs to the Town, rather than creating savings.

As an alternative, I conducted some research on my own and would propose that the Town proceed with a purchase from Bartow Ford using Ford Credit Municipal Finance. This option would save the town almost \$80,000 dollars over the term while also reducing the maintenance and repair budget by having vehicles that are under full factory warranty.

A handwritten signature in black ink, appearing to read "Richard Jones".

Richard Jones  
Chief of Police

## **LEASING VS PURCHASE THE REAL NUMBERS**

During the last budget process, I introduced Enterprise Fleet Services to the Town in an effort to save us money, reduce our operating expenses, increase trade value and provide for a maintenance management software platform. During those conversations, Enterprise promoted a 5 year lease program on police vehicles and flexible lease terms on non-police vehicles in an effort to accomplish our goals and reduce operational costs. Additionally, they stated that we would see an increase profit in the vehicles we were trading in when making these lease transactions. According to them, this process would allow the Town to actually profit. These profits would then be applied to our lease program to reduce costs.

Each of these presentations and conversations created what appeared to be a great deal for the Town, however, during our most recent experience with them, things seem to be different now. With that being said, there is a different viable option that saves the Town money and accomplishes our goals.

Once we obtained formal quotes for new vehicles and made a request to evaluate our trade in vehicles for profit value, I am unable to find savings in the Enterprise plan. Additionally, I am finding that the conversations and plan of operation that were previously discussed with the Town are no longer valid. For instance, Enterprise is no longer offering a 5 year lease term and will only offer a 4 year term. This concerns me since the term is shortened, the costs of ownership is higher, especially with police vehicles since they require specialized equipment that can range from 10 to 15 grand per vehicle. Additionally, Enterprise has estimated that we will get approximately \$9,000 per traded vehicle. Since this is the same profit that we would normally see during a straight trade-in process, it doesn't appear to justify any additional profit by dealing with Enterprise even though the market is very high for used cars at the moment.

Lastly, the most recent quote from Enterprise has demonstrated a higher capitalized cost per vehicle, meaning that our lease payments are increased due to a higher vehicle price. This concerns me as well since Enterprise stated that they had the ability to compete with State Bid due to their buying power. Upon asking them to explain these higher vehicle costs, it was explained that incentives are not being offered like they used to because of the current market.

As a result of these most recent findings, I decided to reach out to Bartow Ford and Ford Municipal Finance to seek other options, which I happen to be very familiar with from previous experiences. The reason I chose this route was due to the fact that the Town budget for 2021-2022 for these vehicle purchases was \$75,000.00 as we anticipated the Enterprise Lease. Since this amount would not cover the purchase price of the necessary vehicles, I sought alternative option to present that would work within the budgeted amount. Additionally, this allows the Town to budget consistently without have large fluctuations from year to year for vehicle purchases that are not part of a long term plan.

Using the most recent information from Enterprise, Bartow Ford and Ford Municipal Finance, I have developed the financial analysis and comparison shown below.

**ENTERPRISE LEASING****PURCHASE/FINANCE****BUILDING DEPT TRUCK**

Monthly	\$ 693.40	Vehicle Costs	\$25,000.00
Annually	\$ 8,320.80	Equipment	\$ N/A
Term. Fee	\$10,659.24	Term. Fee	\$ N/A
Total Costs	\$43,942.44	Total Costs	\$25,000.00

**POLICE INTERCEPTOR (MARKED)**

Monthly	\$ 1,158.33	Vehicle Costs	\$35,500.00
Annually	\$13,899.96	Equipment	\$12,000.00
Upfront Equip	\$ 9,090.04	Upfront Equip	\$ N/A
Term. Fee	\$ 474.39	Term. Fee	\$ N/A
Total Costs	\$65,164.27	Total Costs	\$47,500.00

**POLICE INTERCEPTOR (UN-MARKED)**

Vehicle Costs	\$29,500.00
Equipment	\$3,500.00
Total Costs	\$33,000.00

**SUMMARY ANALYSIS & STATEMENT:**

Total Lease Costs with Enterprise	\$304,599.52 (4 year lease and vehicle not owned at end of term)
Total Purchase Price without Financing:	\$199,382.62
Total Finance Costs with Ford Motor Credit:	\$224,673.35 (5 year plan and vehicle owned at end of term)
<b>Total Savings with Finance vs Lease:</b>	<b>\$ 79,926.17</b>

In lieu of the lease option, I would like to seek approval from the Commission to finance from Ford Municipal Finance. This would reduce our costs and establish ownership of the vehicles once the finance term is reached. This option also allows the Town pay off the owed balance at any time without penalty.

In an effort to reach our goal of reducing operating costs, this option allows the Town to purchase an additional vehicle to replace Unit 1902 (65,000 miles) for a (total of 6 new vehicles) while remaining well within our current budget. Additionally, Bartow Ford has given us a trade proposal of \$28,500, which would be used to reduce budget costs, if approved. The breakdown of the trade values is outlined below;

1. Unit 561 \$ 5,000.00
2. Unit 563 \$ 6,500.00
3. Unit 566 \$ 5,000.00
4. Unit 1702 \$ 5,000.00
5. Unit 1801 \$ 7,000.00

If the Town were to agree to Finance this year, it would allow us to estimate or forecast a replacement plan over the next 5 years. This forecast helps to estimate annual budget requirements moving forward. This is only an estimate as the pricing of vehicles and equipment continue to soar each year. Additionally, replacement factors include warranty coverage, expenses, wear and tear, miles, trade values and many other factors that simply cannot be guessed years in advance.

#### **Year 1 (2021-2022 Budget)**

The Town currently budgeted \$75,000 and will likely use no more than \$55,000 for the acquisition of 5 new police vehicles and 1 new building official vehicle. This would allow us to have every vehicle that is outside its warranty period, except for two. The two that are not under factory warranty is the 2015 Ford F250 Maintenance truck, which is already outside the warranty period because of its age as well as a 2017 Ford Police Interceptor.

#### **Year 2 (2022-2023 Budget)**

During this period, I would recommend that the Town Budget an estimated \$55,000.00 to cover the finance payments from the 2021-2022 purchase as well as \$80,000.00 to replace the 2015 Ford F250 and the 2017 Ford Police Interceptor. It should be noted that the value of Ford F250 vehicles are extremely high and that the trade value would definitely help offset the cost of that vehicle when the time comes.

#### **Year 3 (2023-2024 Budget)**

During this period, I would recommend that the Town Budget an estimated \$55,000.00 to cover the finance payments from the 2021-2022 purchase as well as \$100,000.00 to replace two 2019 Ford Police Interceptors.

#### **Year 4 (2024-2025 Budget)**

During this period, I would recommend that the Town Budget an estimated \$55,000.00 to cover the finance payments from the 2021-2022 purchase as well as \$50,000.00 to replace one 2021 Dodge Police SUV.

#### **Year 5 (2025-2026 Budget)**

During this period, I would recommend that the Town Budget an estimated \$55,000.00 to cover the finance payments as well as \$100,000 to replace one 2020 Ford F250 and one 2022 Ford Police Interceptor.

Year 6 would become another year that would require the purchase of 5 new Police Interceptors using the Ford Finance Plan used in year 1.



# OPTION 1 - 5 VEHICLES



1 American Road, MD 7500  
Dearborn, Michigan 48126  
1-800-241-4199, press 1

## Financing Quote # 102007

February 3, 2022

Municipality: Town of Ocean Ridge  
Dealer: Bartow Ford

Ford Credit Municipal Finance is pleased to provide the following quote for your consideration.  
Expiration Date: 4/4/2022

Description	Unit Price
2022 Ford Police Interceptor Utility w/equipment	\$47,349.02
2022 Ford Police Interceptor Utility w/equipment	\$47,349.02
2022 Ford Police Interceptor Utility w/equipment	\$47,349.02
2022 Ford Explorer	\$32,748.27
2022 Ford Ranger	\$24,587.29

Total Asset Cost	\$199,382.62
Underwriting Fee	\$545.00
Amount Financed	\$199,927.62
Number of Payments	5
Payment Timing	Annual
Rate	6.2%
Payment Amount	\$44,934.67

This quote was prepared assuming the lease qualifies for Federal Income Tax Status for Ford Credit Company LLC under Section 103 of the IRS Code and is not a commitment by Ford Credit Municipal Finance. Financing is subject to credit review.

Thank you for the opportunity to provide this quote. If you have any questions, need additional options, or would like to proceed with the application process, please contact by using the information below.

Sincerely,

*Janet Doty*

Janet Doty  
Marketing Coordinator  
jdoty@ford.com  
1-800-241-4199, press 1

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.

## OPTION 2 - 6 VEHICLES



FORD CREDIT  
Municipal Finance

1 American Road, MD 7500  
Dearborn, Michigan 48126  
1-800-241-4199, press 1

### Financing Quote # 102007

February 23, 2022

Municipality: Town of Ocean Ridge  
Dealer: Bartow Ford

Ford Credit Municipal Finance is pleased to provide the following quote for your consideration.  
Expiration Date: 4/4/2022

Description	Unit Price
2022 Ford Police Interceptor Utility w/equipment	\$47,349.02
2022 Ford Police Interceptor Utility w/equipment	\$47,349.02
2022 Ford Police Interceptor Utility w/equipment	\$47,349.02
2022 Ford Explorer	\$32,748.27
2022 Ford Ranger	\$24,587.29
2022 Ford Police Interceptor Utility w/equipment	\$47,349.02

Total Asset Cost	\$246,731.64
Underwriting Fee	\$545.00
Amount Financed	\$247,276.64
Number of Payments	5
Payment Timing	Annual
Rate	6.2%
Payment Amount	\$55,576.59

This quote was prepared assuming the lease qualifies for Federal Income Tax Status for Ford Credit Company LLC under Section 103 of the IRS Code and is not a commitment by Ford Credit Municipal Finance. Financing is subject to credit review.

Thank you for the opportunity to provide this quote. If you have any questions, need additional options, or would like to proceed with the application process, please contact by using the information below.

Sincerely,

*Janet Doty*

Janet Doty  
Marketing Coordinator  
jdoty@ford.com  
1-800-241-4199, press 1

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**Prepared For:** The Town of Ocean Ridge  
Jones, Richard

**Date** 02/18/2022  
**AE/AM** AN2/AN2

**Unit #**

**Year** 2022 **Make** RAM **Model** 1500 Classic  
**Series** Tradesman 4x2 Crew Cab 5.6 ft. box 140 in. WB

**Vehicle Order Type** Ordered **Term** 48 **State** FL **Customer#** 612854

\$ 36,381.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> <b>State</b> <u>FL</u>
\$ 450.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 260.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

\$ 36,641.00	Total Capitalized Amount (Delivered Price)
\$ 549.62	Depreciation Reserve @ <u>1.5000%</u>
\$ 143.78	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>

**\$ 693.40 Total Monthly Rental Excluding Additional Services**

**Additional Fleet Management**

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management
\$ 53.69	Full Maintenance Program <sup>3</sup> Contract Miles <u>60,000</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

**\$ 53.69 Additional Services SubTotal**

\$ 0.00	Sales Tax <u>7.0000%</u>	<b>State</b> <u>FL</u>
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**\$ 747.09 Total Monthly Rental Including Additional Services**

\$ 10,259.24 Reduced Book Value at 48 Months

\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

**Order Information**

<b>Driver Name</b>
<b>Exterior Color</b> (0 P) Bright White Clearcoat
<b>Interior Color</b> (0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40
<b>Lic. Plate Type</b> Unknown
<b>GVWR</b> 0

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0600</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

Quote based on estimated annual mileage of 15,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** The Town of Ocean Ridge

**BY** \_\_\_\_\_ **TITLE**

**DATE**

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 125.00
Total Other Charges Capitalized		\$ 260.00
Other Charges Total		\$ 385.00

**VEHICLE INFORMATION:**

2022 RAM 1500 Classic Tradesman 4x2 Crew Cab 5.6 ft. box 140 in. WB - US

Series ID: DS1L98

**Pricing Summary:**

	INVOICE	MSRP
Base Vehicle	\$36,627	\$38,405.00
Total Options	\$359.00	\$390.00
Destination Charge	\$1,795.00	\$1,795.00
<b>Total Price</b>	<b>\$38,781.00</b>	<b>\$40,590.00</b>

**SELECTED COLOR:**

Exterior: PW7-(0 P) Bright White Clearcoat

Interior: X8-(0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40 Split Bench Seat or Cloth 40/20/40 Bench Seat or Cloth 40/20/40 Bench Seat (Fleet) or Cloth 40/20/40 Premium Bench Seat (Fleet) or Cloth 40/20/40 Premium Bench Seat or Premium Cloth Bucket Seats

**SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
29B	Quick Order Package 29B Tradesman	NC	NC
APA	Monotone Paint	STD	STD
ASN	Tradesman Package	Included	Included
C1G	Rotary Shifter-Black	Included	Included
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DMC	3.21 Rear Axle Ratio	STD	STD
ERB	Engine: 3.6L V6 24V VVT	STD	STD
GXM	Remote Keyless Entry w/All-Secure	\$175.00	\$190.00
NAS	50 State Emissions	NC	NC
PW7_02	(0 P) Bright White Clearcoat	NC	NC
TBB	Full Size Spare Tire	\$184.00	\$200.00
TTM	Tires: P265/70R17 BSW AS	STD	STD
TX	Heavy Duty Vinyl 40/20/40 Split Bench Seat	STD	STD
UAA	Radio: Uconnect 3 w/5" Display	STD	STD
WARANT	FCA 5 yr/100,000 Mile Powertrain Limited Warranty	NC	NC
WFP	Wheels: 17" x 7" Steel	STD	STD
WMJ	Center Hub	Included	Included
X8_01	(0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40 Split Bench Seat or Cloth 40/20/40 Bench Seat or Cloth 40/20/40 Bench Seat (Fleet) or Cloth 40/20/40 Premium Bench Seat (Fleet) or Cloth 40/20/40 Premium Bench Seat or Premium Cloth Bucket Seats	NC	NC
XXU	Electronic Shift	STD	STD
Z1C	GVWR: 6,800 lbs	STD	STD

## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers with black rub strip  
Rear Step Bumper: rear step bumper  
Box Style: regular  
Body Material: galvanized steel/aluminum body material  
: class III trailering with harness, hitch  
Grille: black grille

### Convenience Features:

Air Conditioning: manual air conditioning  
Air Filter: air filter  
Console Ducts: console ducts  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with driver and passenger 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Valet Key: valet function  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Steering Wheel: steering wheel with manual tilting  
Day-Night Rearview Mirror: day-night rearview mirror  
Front Cupholder: front and rear cupholders  
Overhead Console: mini overhead console  
Glove Box: glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Dashboard Storage: dashboard storage  
IP Storage: bin instrument-panel storage  
Rear Underseat Storage Tray: rear underseat storage tray  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

### Entertainment Features:

radio: AM/FM/Satellite-prep with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Speakers: 6 speakers  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps  
Cab Clearance Lights: cargo bed light  
Front Wipers: variable intermittent wipers  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Voltmeter: voltmeter  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning



Trip Odometer: trip odometer  
Oil Pressure Gauge: oil pressure gauge  
Water Temp Gauge: water temp. gauge  
Oil Temp Gauge: oil temperature gauge  
Transmission Oil Temp Gauge: transmission oil temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Rear Vision Camera: rear vision camera  
Water Temp Warning: water-temp. warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Brake Fluid Warning: brake-fluid warning  
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front ventilated disc brakes  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: Sentry Key immobilizer  
Panic Alarm: panic alarm  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 6  
Front Bucket Seats: front split-bench 40-20-40 seats  
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest  
Rear Seat Type: rear full bench seat  
Rear Folding Position: rear seat fold-up cushion  
Rear Seat Armrest: rear seat centre armrest  
Leather Upholstery: vinyl front and rear seat upholstery  
Headliner Material: full cloth headliner  
Floor Covering: full vinyl/rubber floor covering  
Deluxe Sound Insulation: deluxe sound insulation  
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert  
Shift Knob Trim: urethane shift knob  
Interior Accents: chrome/metal-look interior accents  
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 305-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Prepared For: The Town of Ocean Ridge

Date 02/23/2022

AE/AM AN2/AN2

Unit #

Year 2022 Make Ford Model Police Interceptor Utility

Series Base All-Wheel Drive

Vehicle Order Type Ordered Term 48 State FL Customer# 612854

\$ 55,347.63 Capitalized Price of Vehicle<sup>1</sup>  
 \$ 0.00 \* Sales Tax 0.0000% State FL  
 \$ 450.00 \* Initial License Fee  
 \$ 0.00 Registration Fee  
 \$ 175.00 Other: (See Page 2)  
 \$ 9,003.44 \* Capitalized Price Reduction  
 \$ 630.24 \* Tax on Capitalized Price Reduction  
 \$ 0.00 Gain Applied From Prior Unit  
 \$ 0.00 \* Tax on Gain On Prior  
 \$ 0.00 \* Security Deposit  
 \$ 0.00 \* Tax on Incentive ( Taxable Incentive Total : \$0.00 )

\$ 46,519.19 Total Capitalized Amount (Delivered Price)  
 \$ 967.60 Depreciation Reserve @ 2.0800%  
 \$ 190.73 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)<sup>2</sup>

**\$ 1,158.33 Total Monthly Rental Excluding Additional Services**

**Additional Fleet Management**

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment  
 Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program<sup>3</sup> Contract Miles 0  
 Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.00 Per Mile

# Tires 0 Loaner Vehicle Not Included

**\$ 0.00 Additional Services SubTotal**

\$ 0.00 Sales Tax 7.0000%

State FL

**\$ 1,158.33 Total Monthly Rental Including Additional Services**

\$ 74.39 Reduced Book Value at 48 Months

\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

**Order Information**

Driver Name Richard Jones

Exterior Color (0 P) Agate Black

Interior Color (0 I) Charcoal Black w/Unique HD Cloth Front

Lic. Plate Type Unknown

GVWR 0

Quote based on estimated annual mileage of 15,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** The Town of Ocean Ridge

**BY** TITLE

**DATE**

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
Computer Components - Install	C	\$ 0.00
Lettering	C	\$ 550.00
Safety Equipment	C	\$ 9,032.02
Camera System - Equipment	C	\$ 7,083.31
Computer Components - Equipment	C	\$ 1,514.75
Camera System - Install	C	\$ 0.00
<b>Total Aftermarket Equipment Billed</b>		\$ 0.00
<b>Total Aftermarket Equipment Capitalized</b>		\$ 18,180.08
<b>Aftermarket Equipment Total</b>		\$ 18,180.08

**Other Totals**

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 175.00
<b>Total Other Charges Billed</b>		\$ 125.00
<b>Total Other Charges Capitalized</b>		\$ 175.00
<b>Other Charges Total</b>		\$ 300.00



**VEHICLE INFORMATION:**

2022 Ford Police Interceptor Utility Base All-Wheel Drive - US

Series ID: K8A

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$39,877	\$41,110.00
Total Options	\$-1,931.00	\$-2,055.00
Destination Charge	\$1,245.00	\$1,245.00
<b>Total Price</b>	<b>\$39,191.00</b>	<b>\$40,300.00</b>

**SELECTED COLOR:**

Exterior: UM-(0 P) Agate Black  
Interior: 96-(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
119WB	119" Wheelbase	STD	STD
18D	Global Lock/Unlock Feature	NC	NC
425	50 State Emission System	STD	STD
43D	Dark Car Feature	\$24.00	\$25.00
44U	Transmission: 10-Speed Automatic (44U)	NC	NC
500A	Order Code 500A	NC	NC
51T	Driver Only LED Spot Lamp (Whelen)	\$394.00	\$420.00
55F	Remote Keyless Entry Key Fob w/o Key Pad	\$320.00	\$340.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$47.00	\$50.00
76P	Pre-Collision Assist w/Pedestrian Detection	\$136.00	\$145.00
76R	Reverse Sensing System	\$259.00	\$275.00
86T	Tail Lamp/Police Interceptor Housing Only	\$56.00	\$60.00
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included	Included
96_01	(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	NC	NC
99B	Engine: 3.3L V6 Direct-Injection (FFV)	\$-3,167.00	\$-3,370.00
PAINT	Monotone Paint Application	STD	STD
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included	Included
STDRD	Radio: AM/FM/MP3 Capable	Included	Included
STDTR	Tires: 255/60R18 AS BSW	Included	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included	Included
UM_01	(0 P) Agate Black	NC	NC

## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: liftgate  
Driver And Passenger Mirror: power remote manual folding side-view door mirrors  
Convex Driver Mirror: convex driver and passenger mirror  
Spoiler: rear lip spoiler  
Door Handles: black  
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip  
Front Tow Hooks: 1 front tow hooks  
Body Material: galvanized steel/aluminum body material  
: class III trailering with harness, hitch  
Body Side Cladding: body-coloured bodyside cladding  
Grille: black grille

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Cruise Control: cruise control with steering wheel controls  
Trunk/Hatch/Door Remote Release: power cargo access remote release  
Power Windows: power windows with driver and passenger 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors  
Overhead Console: mini overhead console with storage  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Dashboard Storage: dashboard storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio: AM/FM stereo with seek-scan  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 4 speakers  
Internet Access: Fleet Telematics Modem internet access  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: integrated roof antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: projector beam LED low/high beam headlamps  
Front Wipers: variable intermittent speed-sensitive wipers wipers  
Rear Window wiper: fixed interval rear window wiper with heating wiper park  
Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Front Pedestrian Braking: pedestrian detection

Forward Collision Alert: forward collision  
Water Temp Gauge: water temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Check Control: redundant digital speedometer  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: spare tire mounted inside under cargo  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Electronic Stability: electronic stability stability control with anti-roll  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5  
Front Bucket Seats: front bucket seats  
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Lumbar: manual driver and passenger lumbar support  
Driver Height Adjustment: power height-adjustable driver and passenger seats  
Driver Fore/Aft: power driver and passenger fore/aft adjustment  
Driver Cushion Tilt: power driver and passenger cushion tilt  
Rear Seat Type: rear 35-30-35 split-bench seat  
Rear Folding Position: rear seat fold-forward seatback  
Leather Upholstery: cloth front seat upholstery  
Rear Seat Material: vinyl rear seat upholstery  
Headliner Material: full cloth headliner  
Floor Covering: full vinyl/rubber floor covering  
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert  
Shift Knob Trim: urethane shift knob  
Interior Accents: metal-look interior accents  
Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 285-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD



Ocean Ridge Town Hall  
6450 N. Ocean Blvd  
Ocean Ridge, FL 33435  
(561) 732-2635  
(561) 737-8359 fax

## Inter-Office Memo

Date: February 25, 2022

To: Tracey L. Stevens, Town Manager

From: William Armstrong, Public Works

Re: Coconut Pump Station Emergency Generator Rental

---

The Coconut Pump Station Generator has been faulting out and shutting down. We have had electricians and a Generator Company out to assess the problem. Our vendor changed some electrical parts to hopefully get it working until the new generator at the Tropical Pump Station is replaced and moved to the Coconut Pump Station. As the generator is 17 years old, the exorbitant costs for repair are not recommended by the Generator Company.

We do not have a working generator at the Coconut Pump Station at this time, and I'm asking for permission to rent a generator for this location to be placed at the site during hurricane season, as we would have no working pump station in the event of a power outage.

This is an unbudgeted expenditure which would need to come out of contingency. Although the cost quoted is \$24,844.40, I am requesting up to \$27,000 as the price may change slightly between now and then due to inflation. Emergency acquisitions are exempt from bidding under Town Code Section 2-217 (b) (3).

Thank You,

William Armstrong



## RENTAL QUOTE

POWER & HVAC  
BRANCH G18  
3400 NW 15TH ST  
LAUDERHILL FL 33311-4200  
954-797-3867  
954-797-3870 FAX

# 203152590

Customer # : 4204804  
Quote Date : 02/14/22  
Estimated Out : 06/01/22 08:00 AM  
Estimated In : 11/16/22 08:00 AM  
UR Job Loc : 3400 NW 15TH ST, LAU  
UR Job # : 2  
Customer Job ID:  
P.O. # : 150KW  
Ordered By : TOM ARMSTRONG  
Written By : ROBERT CARLSON  
Salesperson :

Job site  
WILL CALL  
3400 NW 15TH ST  
LAUDERHILL FL 33311-4200

Office: 561-723-2635 Cell: 561-632-7629

TOWN OF OCEAN RIDGE  
6450 N OCEAN BLVD  
OCEAN RIDGE FL 33435

This is not an invoice  
Please do not pay from this document

## RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	2403257	GENERATOR 180-199 KVA TIER 4	2,018.91	2,018.91	2,523.64	3,470.00	20,820.00

Rental Subtotal: 20,820.00

## SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI] 416.400	EACH	416.40
1	DELIVERY CHARGE	242.500	EACH	242.50
1	PICKUP CHARGE	242.500	EACH	242.50

Sales/Misc Subtotal: 901.40

Agreement Subtotal: 21,721.40

Rental Protection: 3,123.00

Estimated Total: 24,844.40

## COMMENTS/NOTES:

CONTACT: TOM ARMSTRONG  
CELL#: 561-632-7629

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

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

---

**Meeting Date: March 7, 2022**  
**Subject: Resolution No. 2022-04, Amending the Employee Handbook**

---

Mayor & Commissioners:

The employee handbook was last revised in September 2021 to strengthen our human resources policies and procedures. Further revisions are recommended at this time to address the recent changes to the union contract, including the drug-free workplace policy and changes to workers' comp.

The proposed changes to the employee handbook have been reviewed for legal sufficiency, and staff recommends approving Resolution No. 2022-04, amending the employee handbook as submitted.

**Suggested Motion: I move to approve Resolution 2022-04, Amending the Employee Handbook as submitted.**

Respectfully,



Tracey L. Stevens, MMC  
Town Manager & Finance Director

**RESOLUTION NO. 2022-04**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF OCEAN RIDGE, FLORIDA, AMENDING THE EMPLOYEE HANDBOOK; PROVIDING FOR REPEAL OF PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission believes that it is in the best interests of the Town and its residents to amend the employee handbook.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF OCEAN RIDGE, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and are hereby adopted as if fully set forth herein.

**Section 2.** The Town of Ocean Ridge employee handbook as set forth in Attachment 1 herein is hereby adopted.

**Section 3.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4.** This resolution shall take effective immediately upon adoption.

Commissioner \_\_\_\_\_ offered the foregoing Resolution and moved its adoption.

The motion was seconded by Commissioner \_\_\_\_\_ and duly passed by the Commission.

The Mayor thereupon declared this Resolution approved and adopted effective March 7, 2022.

TOWN OF OCEAN RIDGE, FLORIDA

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

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
Christy Goddeau, Town Attorney



# ***TOWN OF OCEAN RIDGE***



## **EMPLOYEE HANDBOOK**

### **Human Resources Policies and Procedures**

Published October 2008

Revision Dates: January 2013; May 2015; November 2018;  
December 2018; April 2019; December 2019; January 2020; ~~and~~ September  
2021; and March 2022

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## **WELCOME**

Whether you have just joined our organization or have been with the Town of Ocean Ridge for a while, we are confident that you will or have found our organization to be a dynamic and rewarding place in which to work. We consider the employees of the Town to be one of our most valuable resources and we look forward to a productive and successful association.

This handbook has been especially prepared for you to serve as a guide for the employer/employee relationship. The topics covered in this handbook apply to all employees of the Town. Please keep several things in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all possible applications of, or exceptions to, the general policies and procedures described. You should read and become familiar with this employee handbook. If you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address specific questions to your Supervisor. Additionally, there are several "standard operating procedures" specifically for police officers not addressed here. They can be found by contacting the Chief of Police.

Second, neither this handbook nor any other Town document confers any contractual right, either expressed or implied, to remain in the Town's employ or guarantee any fixed terms and conditions of your employment. Your employment is on a voluntary at-will basis and is not for a specific time, and may be terminated at any time by the Town. This handbook is written specifically for all regular full time, part-time and temporary employees.

Third, the procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will try to inform all employees of any changes as they occur, but cannot guarantee immediate advance notice of changes.

Finally, some of the subjects described here are covered in detail in official policy and/or procedure documents. The terms of written insurance policies and/or plan documents are controlling for health, life, retirement, and deferred income benefits. You should refer to these documents for specific information, since this handbook is only designed as a brief guide and summary of policies and benefits. For more detailed information please contact your Supervisor.

We are pleased to have you join our Town government and sincerely hope our association will be a beneficial one.

Ocean Ridge Town Manager  
Tracey L. Stevens

## **TOWN OF OCEAN RIDGE**

6450 N. Ocean Blvd.  
Ocean Ridge, FL 33435

### **Mission Statement**

The Mission of the Town of Ocean Ridge is to create and maintain a beautifully landscaped, diverse seaside community built around the family and civic pride, state of the art public services and infrastructure that enhance the natural beauty of our Town.

### **Town History/Facts**

In 1931 the Town of Boynton Beach, later re-named Ocean Ridge, was created by an Act of the Legislature of the State of Florida. Prior to that date the area was part of the Town of Boynton, which at the time included what we know now as Boynton Beach, Ocean Ridge, Briny Breezes and the south portion of Manalapan.

Today the 1,840 year round residents and the approximate 1,000 more seasonal inhabitants of Ocean Ridge describe the Town as low-key, low-density and low profile. The solitude and seclusion are part of the life in this small town. Surprisingly enough, people only a few miles away do not know where Ocean Ridge is located. In a May 10, 1992 Palm Beach Post article referring to Ocean Ridge it was stated, "It may be dull, but the residents like it that way."

For information, check out the official website at:

<http://www.oceanridgeflorida.com/index.html>

Town Hall Hours: Mon – Fri, 8:30 a.m. - 3:00 p.m.

### **Union Affiliation**

The Town of Ocean Ridge recognizes the Police Benevolent Association (PBA) as the exclusive bargaining unit for the Town's specified police officers. The contract is considered an addendum to this Employee Handbook. Should any discrepancy exist between this Employee Handbook and the PBA contract or any other employment contract, the PBA contract or any other employment contract will govern (see Attachment 3).

## **SECTION 1 - EMPLOYMENT/HIRING POLICIES**

### **Americans with Disabilities Policy**

The Town of Ocean Ridge is committed to complying with all applicable federal and state laws prohibiting harassment or discrimination against qualified individuals with disabilities, such as the Americans with Disabilities Act ("ADA"). It is the Town's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job with or without a reasonable accommodation. Consistent with this policy of nondiscrimination, the Town will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Town aware of his or her disability and request for reasonable accommodation, provided that such accommodation does not constitute an undue hardship to the Town. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their supervisor.

### **Equal Employment Opportunity Policy**

The Town of Ocean Ridge is committed to equal employment opportunities for all. Equal Employment Opportunity has been, and continues to be, a fundamental principle at the Town of Ocean Ridge. The Town Commission approved Ordinance Number 644 prohibiting discrimination in employment on the basis of race, color, national origin, religion, sex, gender identity or expression, genetic information, sexual orientation, disability, marital status, pregnancy, familial status, age, and any other category protected from discrimination by applicable law.

This policy applies to all terms and conditions of employment including policies and procedures relating to recruitment and hiring, compensation, working condition, benefits, and termination from employment. Appropriate disciplinary action may be taken against any employee willfully violating this policy.

### **Employment of Relatives: Anti – Nepotism Policy**

The Town maintains a policy restricting the employment of any individual who is related to a supervisor in the same town division. In the event a town employee is eligible for a transfer or promotion into a division in which a relative is employed, such transfer or promotion will be considered on a case-by-case basis to avoid creating any potential conflicting situation in regard to any aspect of the employment relationship. Additionally, the Town adheres to Florida Statute 112.3135 defining the Restrictions on Employment of Relatives.

### **Ethics and Conflict of Interest**

The Town of Ocean Ridge expects our employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the Town. Business dealings that appear to create a conflict between the interests of the Town and an employee are

unacceptable. The Town recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to Town business. However, the employee must disclose any possible conflicts so that the Town may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the Town's business dealings.

Although it is not possible to specify every action that might create a conflict of interest, the Town's Code of Ethics policy sets forth those that most frequently present problems.

If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he or she should immediately contact the Town Manager to obtain advice on the issue. The purpose of this policy is to protect both employees and the Town from any conflict of interest that might arise. Violations of the policy constitute grave misconduct and may lead to disciplinary action including suspension or termination.

The Code of Ethics for Town employees includes the following provisions:

- Be honest and ethical in their conduct, including ethical handling of actual or apparent conflicts of interest between personal and professional relationships.
- Comply with all applicable government laws, rules and regulations.
- Maintain the confidentiality of information entrusted to them by the Town or its residents except when authorized or otherwise legally obligated to disclose.
- Deal fairly with Town residents, suppliers, competitors, volunteers, and employees.
- Provide constituents with information that is accurate, completely objective, relevant, timely, and understandable.
- Proactively promote ethical behavior as a responsible partner among peers in the work environment.
- Protect and ensure the proper use of Town's assets.
- Prohibit improper or fraudulent influence over any External Auditor.

Each employee will take the Ethics Training provided by the Palm Beach County Ethics Commission. This training will be repeated every two (2) years.

#### **Immigration Law Compliance**

The Town is committed to employing only United States citizens and aliens who are authorized to work in the US, and does not unlawfully discriminate on the basis of citizenship or national origin.



In compliance with the Immigration Reform and Control Act of 1986, each new employee as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Town within the past three years, or if their previous I-9 is no longer retained or valid.

In compliance with Florida law, the Town utilizes E-Verify, which is an Internet-based system that uses information reported on an employee's Form I-9 to determine the eligibility of that employee to work in the United States. The Town utilizes E-Verify for all new hires and re-hires.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the ~~Town Manager~~ Human Resources Administrator. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

#### **Job Postings**

Existing personnel will be notified of all job openings via a notice posted in the common employee break room. All job openings will be posted to the general public unless the position is filled with existing Personnel. The hiring supervisor may choose to post the job opening in the common employee break room and to the general public simultaneously.

Applications are accepted by the ~~hiring supervisor~~ Human Resources Administrator who will review all applications for the specified vacant position(s) and forward applications of those candidates who meet the stated minimum requirements to the Town Manager or designee. The Town Manager or designee will screen applications to select applicants to be interviewed, then schedule interviews and notify applicants of interview reporting information. The Town Manager or designee will, upon candidate selection, conduct or initiate any required background checks. These background checks may be done as a condition of the job offer, whether completed before or after the offer has been made and/or accepted. All candidates selected for positions within the police department are subject to all the requirements as set by the Florida Department of Law Enforcement. All other candidates selected for positions within the Town will be subject to a variety of background checks to include, but not be limited to the following: employment verification, reference checks, criminal record check, education verification, drug/alcohol screening, physical, and credit check. The employment offer is extended to the candidate subject to the approval of the Town Manager. Once the offer is accepted, the supervisor will forward all of the employment forms to the Human Resources Administrator who will ensure completion of the required employment forms and conduct a new employee orientation. Only applicants who were interviewed will be notified by the ~~supervisor~~ Human Resources Administrator that the position has been filled.

The Town of Ocean Ridge is an Equal Employment Opportunity employer and will abide by the Equal Employment Opportunity policy set forth in this document.

### **Medical Information**

Medical information about individual employees is treated confidentially. The Town will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

### **Outside Employment & Special Duty Details**

All employees are prohibited from participating in outside work activities if such activities negatively affect the time or quality of their work with the Town or causes a conflict of interest between such outside work and their employment with the Town, or otherwise casts discredit upon Town government. In general, outside work activities are not allowed when they:

- Prevent the employee from fully performing work for which he or she is employed at the Town, including overtime assignments;
- Involve organizations that are doing or seek to do business with the Town, including actual or potential vendors or customers; or
- Violate provisions of law or the Town's policies or rules.

If an employee is engaged or is expected to become engaged in outside work activities, the employee shall request written permission from his/her supervisor to engage in such outside activity. The granting of permission to engage in outside work activities may be withdrawn if such activity begins to conflict with this policy.

The Ocean Ridge Police Department permits off-duty employment subject to the rules and regulations for secondary employment and special duty details as developed by the Chief of Police.

## **SECTION 2 - ADMINISTRATIVE POLICIES/WORK ENVIRONMENT**

### **Drug Free Workplace**

The Town of Ocean Ridge recognizes that substance abuse poses a threat to the health and safety of all employees. The Town is committed to [maintain](#) a drug-free workplace [pursuant to F.S. 440.102](#) to maintain a safe, healthy and productive work environment. In support of this commitment, all employees are required to submit and pass a pre-employment drug test as a condition of employment. [All Sworn Police Officers, Public Works employees, the Building Official and Building Inspectors hold mandatory testing or special risk positions under the statute and are subject to the following types of testing: job applicant, reasonable suspicion, post-accident, random, and follow-up. The Town's full Drug-Free Workplace Policy is located at Attachment 4 to this Handbook.](#)

In recognition of substance dependency as a treatable health condition, the Town is equally committed to providing the opportunity for employees with substance-abuse problems to obtain professional help. The Town maintains a policy to comply with the Drug-Free Workplace Act of 1988 prohibiting the illegal use and possession of intoxicants and controlled substances by Town employees. Violations of the policy constitute grave misconduct and may lead to disciplinary action including suspension or termination.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program through the town's health insurance benefit coverage. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all the Town policies, rules, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause the Town any undue hardship.

### **Computer Usage Policy**

The purpose of the Town's computer usage policy is to establish guidelines and requirements governing the acceptable use of the Town-provided computer and email system and communicate them to employees. Adherence to this policy will minimize risks to the Town while providing a productive communication tool. This policy applies to all employees (regular, part time, and temporary), contractors, consultants, volunteers, elected officials and other individuals who have been granted access to and use of the Town's email and/or computer systems. The complete Computer Usage Policy is found as Attachment 1 to this Employee Handbook.

### **Breaks & Meal Periods**

Supervisors will schedule breaks and meal periods to accommodate operating requirements. Employees that are required to respond to business during breaks and meal periods will be compensated for that time.

**Personal Property and Workplace Privacy**

Employees should have no expectation that their workplace and/or materials contained within their workplace are private and not subject to disclosure. From time to time, supervisors and other authorized persons may have a legitimate business need to enter an employee's workplace including, but not limited to, offices, Town vehicles, computers, cabinets, and desks (including personal property brought to the workplace, which is used in the course of day-to-day business) to search for documents, files and other work related items. In addition, in cases of suspected employee misconduct or criminal activity, the Town may search the workplace for evidence of such misconduct and will cooperate with law enforcement officials in any criminal investigation.

**Policy Against Harassment and Discrimination**

It is the policy of the Town of Ocean Ridge to promote a positive work environment and prohibits harassment or discrimination based upon an employee's race, color, national origin, religion, sex, gender identity or expression, genetic information, sexual orientation, disability, marital status, pregnancy, familial status, age, or any other category protected by applicable law. The Town will not tolerate verbal, visual, or physical conduct by any employee which harasses, disrupts or interferes with another's work performance or which creates an intimidating, offensive or hostile environment based on a protected category. Being able to work in an environment free of discrimination and any form of harassment is essential. No form of harassment will be tolerated, including sexual harassment.

In addition to its prohibition on discrimination or harassment based on a protected category, the Town prohibits any "bullying" behavior. Such behavior has a negative impact on the Town's work environment and is unacceptable.

Each supervisor has a responsibility to maintain the workplace free of any form of harassment including sexual harassment. No supervisor is to threaten or insinuate, either explicitly or implicitly, that an employee's refusal or unwillingness to submit to sexual advances will affect the employee's terms or conditions of employment. Other harassing or offensive conduct in the workplace, whether committed by supervisors, non-supervisory employees, or non-employees, is also prohibited. Such conduct may include, but is not limited to the following:

- Unwanted sexual flirtations, touching, advances, or propositions;
- Verbal abuse of a discriminatory or sexual nature;
- Graphic or suggestive comments about an individual's dress or body;
- Degrading words to describe an individual;
- The display in the workplace of inappropriate objects or pictures based on one of the protected categories;
- Spreading gossip of a sexual nature about a person;
- Unwanted comments, serious or humorous, directed at an individual or about an individual based on a protected category;

- Making unwanted suggestive telephone calls, text messages, or other methods of communication of a sexual nature to an individual;
- Writing unwanted suggestive letters, emails, or text messages of a sexual nature.

Any employee who believes that a supervisor's, another employee's, or a non-employee's actions or words constitute a violation of this policy must report the situation immediately. Any such report must be made to the employee's supervisor, or to the Town Manager, if the issue involves the supervisor. See Attachment 2 for the Grievance Procedure. Supervisors shall report their receipt of all such complaints to the Town Manager to ensure proper handling. All complaints of harassment will be investigated promptly and in as impartial and confidential manner as possible. Employees are required to cooperate in any investigation. A timely resolution of each complaint will be reached and communicated to the parties involved.

Retaliation against any employee for filing a good faith grievance or participating in an investigation is strictly prohibited. Any employee or supervisor who is found to have engaged in harassment of another employee will be subject to appropriate disciplinary action, depending upon the circumstances, up to and including possible discharge. Employees utilizing this procedure will be treated courteously, the problem will be handled swiftly and as confidentially as is practical under the circumstances and the registering of a good faith grievance will in no way be used against the employee nor will it have an adverse impact on the individual's employment status.

#### **Workplace Violence Policy**

The Town of Ocean Ridge does not tolerate any type of workplace violence committed by or against employees including physical and/or verbal threats. Employees are prohibited from making threats or engaging in violent activities.

The Town prohibits the possession of a weapon, as defined herein, on your person while engaged in Town business or activities, or in a Town vehicle, or when wearing a Town uniform or other clothing with a Town logo, other than sworn police officers authorized to possess such weapons. Weapons are prohibited in any Town facility, Town vehicle or Town equipment and employees are prohibited from displaying properly licensed firearms while on duty at any location except for lawful defensive purposes as provided by Florida law. In accordance with Florida law, employees may lawfully possess a weapon that is locked and secured inside or locked to a private motor vehicle in a parking lot and when the employee is lawfully in such an area. This policy shall be construed in accordance with Florida law. Weapons are defined as follows: includes all firearms, ammunition, fixed blade knives, folding knives with a blade longer than 3 inches, clubs, brass knuckles, explosives or destructive devices, chemical weapons and devices, stun guns, or other objects that may be considered weapons, as defined in section 790.001, Florida Statutes, as amended.

The Town maintains a no tolerance work place violence policy and violations of this policy constitute grave misconduct and may lead to disciplinary action including suspension or termination.

**Smoke Free Workplace**

In accordance with Florida State law and Town policy, smoking, vaping, and chewing tobacco is prohibited throughout the Ocean Ridge Town Hall, Police Complex, and Garage. Smoking, vaping, and chewing tobacco is permitted only outside of Town buildings and vehicles, and not within twenty (20) feet of entryways or exit points of Town buildings or vehicles. Smoking, vaping, and chewing tobacco are not permitted while an employee is carrying out his or her official duties in any location such as directing traffic, engaging with the public, etc.

## **SECTION 3 - COMPENSATION**

### **Payroll Direct Deposit**

Direct deposit is the method provided by the Town to deposit net pay directly to a financial institution (checking or savings account) of the employee's choice. Paychecks are automatically deposited in a personal account on payday. The employee will receive a pay statement detailing gross pay, taxes, deductions, and direct deposit amount. The pay statement will be sent to the division each payday. Direct deposit is available for all full-time and regular part-time employees. Direct deposit will cease at the time of termination.

### **Employee Pay Classification**

Employees are classified as exempt or nonexempt based on their duties, responsibilities, and salary. Job title is not significant in determining this status.

1. Nonexempt - All employees that are paid hourly and are subject to minimum wage and overtime provisions of the Fair Labor Standards Act.
2. Exempt - An exemption from both the minimum wage and overtime pay requirements is provided for any employee employed in a bona fide exempt capacity as the terms are defined by the Fair Labor Standards Act relating to duties, responsibilities, and salary.

### **Employment Status Classification**

Employees are classified according to hours of work and duration of position as defined below:

1. Regular Full Time, except for Sworn Law Enforcement Officers
  - a. Works a regular schedule of at least 40 hours per work week.
  - b. Paid an annual salary, if exempt; paid an hourly rate if non-exempt.
  - c. Eligible for overtime pay if classified as nonexempt, after working 40 hours in a work week.
  - d. Eligible for all employee benefits unless he or she fails to meet the eligibility requirements of a specific benefit.
2. Regular Full Time Sworn Law Enforcement Officers
  - a. Non-exempt employees work a regular schedule of at least 84 hours in a two-week pay period; exempt employees work a regular schedule of at least 40 hours per work week.
  - b. Paid an annual salary, if exempt; paid an hourly rate if non-exempt.
  - c. Eligible for overtime pay if classified as nonexempt, after working 84 hours in a two-week pay period.
  - d. Eligible for all employee benefits unless he or she fails to meet the eligibility requirements of a specific benefit.
3. Regular Part Time
  - a. Works a regular schedule of less than 30 hours per work week.
  - b. Paid at an hourly rate.
  - c. Eligible for overtime pay after 40 hours per work week.
  - d. Not eligible for employee benefits except pro-rated holidays, pro-rated personal absence leave, and retirement.



#### 4. Temporary

- a. Employed to fill a short-term temporary need not to exceed six (6) months.
- b. Paid at an hourly rate.
- c. Eligible for overtime pay after 40 hours in a work week.
- d. Not eligible for employee benefits.

#### **Hours Worked**

In general, "hours worked" includes all time that an employee is required to be on duty and all time during which the employee is "required to work or authorized to work" for the Town.

#### **Overtime**

Nonexempt regular full time employees are compensated at one and one-half times their regular hourly rate for all hours worked in excess of 40 hours during any one work week. Nonexempt part-time employees are compensated at one and one-half times their regular hourly rate for all hours worked in excess of 40 hours during any one work week.

The Town's work week begins on Monday and ends on Sunday. All hours actually worked in excess of 40 hours during any one work week are eligible for overtime pay. Vacation Time and Holiday Compensatory Time will also be considered as time worked when calculating overtime. Personal Absence Leave/Sick Time is not calculated as time worked when calculating overtime.

Overtime for police officers is based on a different policy adopted in accordance with section 207(k) of the Fair Labor Standards Act.

The need to work overtime for all employees must be authorized and approved in advance by the supervisor.

Exempt employees are not eligible for overtime pay. The basic compensation of exempt employees is based on the amount of work necessary to complete the assigned functions and is not based upon a set number of hours per work week. However, at the discretion of their supervisor, exempt employees may be granted personal time off during normal work hours in consideration of their work efforts.

#### **Emergency Closing**

At times, emergencies such as severe weather, fires, power failures, etc. can disrupt Town operations. In extreme cases, these circumstances may require the closing of Town facilities. When operations are officially closed because of emergency conditions, the time off from scheduled work will be paid.

Prior to and during the aftermath of severe weather or other emergency incidents, certain employees, such as law enforcement and maintenance personnel, may be required to work at the discretion of the Town Manager, Chief

of Police or Mayor. Employees classified as non-exempt will be paid in accordance with Town Policies stated in the Compensation section "Overtime Pay During a Declared Emergency."

#### **Overtime Pay During a Declared Emergency**

The Town Commission set policy for the Town of Ocean Ridge that for the seventy-two (72) hour period commencing upon the mandatory confinement period as determined by the Police Chief and/or Town Manager due to a State of Emergency as determined by the Town Commission, all work hours by ALL town employees under mandatory confinement, including exempt employees shall be compensated at double their standard rate of pay. At the end of the seventy-two (72) hour confinement period following a state of emergency, overtime shall be compensated at the standard rate of time and a half. This applies only to work that addresses the needs of the Town in an actual event that affects the Town.

#### **Pay Computation for Compensation**

The Town Commission may adopt a Salary Range Plan for all Town employees that is periodically adjusted through Town Commission action. Information on this plan, if applicable, is available through the Human Resources Administrator's office.

#### **Payroll Deductions**

No payroll deductions, other than required taxes or deductions ordered by a court or authorized by law, will be made without the written authorization of the employee. The pay statement serves as a regular statement of an employee's earnings and deductions.

#### **Pay Periods**

Paydays are every two (2) weeks on Friday, unless a holiday falls on Friday, in which case the Town will pay employees on the preceding workday. The Town's workweek begins on Monday and ends on Sunday. Employees get paid one week in arrears.

#### **Probationary Period**

New or newly promoted employees are required to serve a probationary period of six (6) months. Police officers and dispatch personnel are required to serve a probationary period of twelve (12) months. The purpose of this period is to give the Town and the employee time to determine the suitability of the match. While all employees are at-will, it is expected that greater than normal scrutiny regarding the appropriateness for continued employment will be applied by both the Town and the employee during the probationary period.

The probationary period allows time for supervisors to closely observe and evaluate the work and fit of new and newly promoted employees and to aid and encourage adjustment to the job. The supervisor is responsible for reviewing the quality and efficiency of the employee's work, as well as their overall fit within the Town workforce. Performance reviews should be conducted upon completion of

the probationary period and shall be completed annually thereafter. The following guidelines apply:

1. A new employee may be dismissed at any time during the probationary period for any reason. Any recommendation for dismissal should be discussed with the Town Manager prior to taking action.

2. An employee promoted to a new position whose work has not been satisfactory during the probationary period may, with the approval of the Town Manager, revert back to his or her former position if his/her former job vacancy still exists.

Although employees will accumulate vacation time during their probationary period, they may not use any vacation time until they have completed six (6) months of employment with the Town, unless special considerations have been made by the Town Manager at the time of hiring.

All employees who are dismissed or resign during or at the completion of the probationary period may meet with the Human Resources Administrator for an exit interview.

#### **Travel Expenses**

The Town reimburses employees for reasonable business travel expenses incurred while on assignment away from the normal work location. All business travel must be approved in advance by the immediate supervisor.

Employees whose travel plans have been approved are responsible for making their own travel arrangements.

When travel is approved, the actual cost of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed within budgeted amounts for the travel, and as authorized by the employee's Supervisor. The Town uses the federal mileage rate when reimbursing for mileage. When lodging or meals are provided, the traveler shall be reimbursed only for the actual expenses of such lodging or meals. The employee is responsible for filling out a Travel Reimbursement Form once the employee returns to Town Hall, attaching all receipts related to the travel, obtaining a Supervisor's signature, and submitting the documentation to the Town Treasurer for reimbursement. If the employee uses a Town issued credit card during the travel, receipts must be forwarded to the Town Treasurer when the employee returns to Town Hall to match to the credit card bill.

Expenses that generally will be reimbursed include the following:

- Airfare or train fare for travel in coach or economy class or the lowest available fare.
- Car rental fees for compact or mid-sized cars or the lowest available fare.

- Fares for shuttle or airport bus service, where applicable; costs of public transportation for other ground travel.
- Taxi fares, only when there is no less expensive alternative.
- Mileage costs for use of personal cars, only when less expensive transportation is not available.
- Cost of standard accommodations in low to mid-priced hotels, motels, or similar lodging.
- Cost of meals, not including alcoholic beverages.
- Charges for telephone calls, facsimile machine use, and similar services required for business purposes.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor.

Vehicles owned, leased, or rented by the Town may not be used for personal use.

When travel is completed, employees should submit completed travel expense reports within the current pay period. Reports should be accompanied by receipts for all individual expenses and/or an accounting of mileage in personal cars.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursements for specific expenses, or any other business travel issues.

#### **Travel Time**

Home-to-work travel is not compensable work time. Generally, an employee is not at work until he or she reaches the work site. If nonexempt employees are required to travel out-of-town, travel time is considered work time if the employee travels by car. Travel time as a passenger outside of regular working hours is not considered work time, unless it is required by the supervisor.

#### **Certification Training Assignments**

Employees not covered by a separate bargaining unit agreement who are assigned active Certification Training responsibilities shall be paid five percent (5%) above his or her current rate of pay for each hour in which he or she is actively engaged in Certification Training of a newly hired employee.

## **SECTION 4 - EMPLOYEE BENEFITS**

### **Benefits Continuation (COBRA)**

Regular full time employees qualify for COBRA benefits continuation.

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Town's health plan when a "qualifying" event would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the Town's group rates, plus an administrative cost.

The Town provides each eligible employee with a written notice describing rights granted under COBRA at the time of a qualifying event. The notice contains important information about the employee's rights and obligations.

### **Credit Union**

The Town of Ocean Ridge employees are eligible for membership in the Credit Union of Palm Beach County. Members can save and borrow money and enjoy a variety of other benefits. The Town offers employee participation through payroll deduction in the Credit Union.

### **Deferred Compensation**

The Town currently offers employee participation through payroll deduction in a section 457 Deferred Compensation Plan through Vantage Point Transfer Agents (formerly ICMA). The 457 Plan allows employees to save for retirement on a pre-tax basis. Participants make 100% of the contributions; there are no matching contributions by the Town. This benefit is available to regular full time employees only.

### **Holidays & Holiday Compensatory Time**

The Town provides for ~~eleven-twelve~~ (142) eight (8) hour paid holidays and recognizes the following holidays for which most towns business operations are closed. New Year's Day, Martin Luther King, Jr., Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Friday following Thanksgiving, and Christmas Day. Holidays falling on a Saturday will normally be observed on the preceding Friday. Holidays falling on a Sunday will normally be observed on the following Monday.

Employees will also receive a paid day off for the employee's birthday. This day off will be based upon the position assigned on their birthday and will be a day off for a day off, and not calculated on hours. The employee must schedule the birthday off ~~day~~ in advance, subject to Town approval and within 30 days of the

employee's birthday. The birthday day off will be forfeited if not used within 30 days of the employee's birthday, and will not be placed in the employee's holiday compensatory time bank.

Employees who are required to work on a holiday will receive either:

1. Eight (8) hours time off at a later date, or
2. Eight (8) hours holiday pay.
3. Bargaining unit employees who do not work on the day recognized as the Town-designated holiday shall receive eight (8) hours pay or eight (8) hours Holiday Compensatory Time for Town recognized holidays. Bargaining unit employees who work on the day recognized as the Town-designated holiday shall receive twelve (12) hours pay or twelve (12) hours Holiday Compensatory Time for Town recognized holidays.

#### **Health, Dental and Vision Insurance**

Health, dental and vision insurance benefits are provided to all regular full time employees who have successfully completed the first 30 days of employment. Elected coverage will become effective on the first day of the month following the successful completion of the first thirty (30) days of employment. The Town pays 100% of the premium cost for the employee. Dependent coverage is available at an additional cost to the employee. Health insurance is offered according to law to employees who retire from the Town, at the sole cost of the employee.

Detailed information on the current health, dental plans, and vision plans can be obtained from the Human Resources Administrator.

#### **Life Insurance and Accidental Death & Dismemberment (AD&D)**

The Town provides \$15,000.00 in life insurance benefits to regular full time employees at no cost to the employee. Employees are eligible on the 1<sup>st</sup> day of the month after they have been employed for at least thirty (30) days. Police officers killed in the line of duty are entitled to State and Federal death benefits.

Accidental Death & Dismemberment (AD&D) coverage provides extra protection for employees in the event of a covered accidental death or injury. This insurance is designed to reduce the financial burdens associated with the loss of life, limb or sight. AD&D insurance benefits are provided to all regular full time employees who have successfully completed the first thirty (30) days of employment. The Town pays the cost for the employee.

#### **Short Term Disability (STD)**

Regular full time employees are eligible for short term disability benefits beginning the first day of the month after they have been employed for at least thirty (30) days. Benefits begin the very first day of disability up to twenty-six (26) weeks. Employees may apply for STD benefits a maximum of one week prior to the first day of disability as instructed by a medical provider. Employees do not pay any monthly premiums for this benefit. STD pays the employee a set amount based on their current rate of pay to a maximum as set by the policy in

effect. ~~Accruals for personal absence leave, vacation pay, and holiday compensation are suspended while an employee is out of work on short term disability.~~ Employees may opt to draw down accrued personal absence leave to supplement the amount received from the insurance company for short term disability benefits, until such accrued personal absence leave is exhausted. In the event an employee receives double payment by the Town and the insurance company while an employee is receiving short term disability, the Town shall draw upon the employees personal absence and/or vacation accruals for repayment, or suspend the employee's personal absence leave and/or vacation accruals upon the employee's return to work until the full amount is paid back to the Town. If the employee does not return to work and an overpayment is still outstanding, the Town may invoice the employee for the amount due for the over-payment.

Accruals for Vacation Time, Holiday Compensatory Time, and Personal Absence Leave shall accrue while an employee is out of work on Short-Term Disability. However, after 30 days of Short-Term Disability leave, such accruals shall be held in abeyance and shall not be credited to the employee's leave banks until 60 calendar days after their return to work.

For further details and eligibility, refer to the summary plan description, which is available from the Human Resources Administrator.

#### **Long Term Disability (LTD)**

Regular full-time employees are provided with basic long-term disability insurance (LTD). LTD provides for a monthly payment not to exceed a predetermined amount following a waiting period. Employees must be disabled from performing any work to be eligible to receive LTD monthly payments. Employees do not pay any monthly premiums for this benefit. ~~Accruals for personal absence leave, vacation pay, and holiday compensation are suspended while an employee is out of work on long term disability.~~

Accruals for Vacation Time, Holiday Compensatory Time, and Personal Absence Leave shall accrue while an employee is out of work on Long-Term Disability. However, after 30 days of Long-Term Disability leave, such accruals shall be held in abeyance and shall not be credited to the employee's leave banks until 60 calendar days after their return to work.

For further details and eligibility, refer to the summary plan description, which is available from the Human Resources Administrator.

#### **Retirement Plans**

Regular full time and part time employees qualify for retirement plan benefits. The Town currently participates in the Florida Retirement System (FRS). FRS contributions are made in compliance with statutory regulations. Employees are given the option of participating in the Defined Benefit Retirement Plan or the Defined Contribution Investment Plan directly with FRS. FRS provides specific



information regarding the options available. Further information pertaining to this program is available in the Human Resources Administrator's office and at the website [www.myfrs.com](http://www.myfrs.com).

### **Social Security/Medicare**

All employees are eligible and obligated to participate in the Social Security program (Federal Insurance Contributions Act). Social Security pays benefits if an employee retires, becomes disabled, or dies, if eligibility requirements are met. Spouses and children may also be eligible for benefits when an employee becomes entitled or dies. Both the employee and the Town are required to make payments toward Social Security. All employees are required to participate in Medicare, a federal health insurance program for retired people age 65 and over, and certain disabled persons. Medicare has two parts: Part A (Hospital Insurance) and Part B (Medical Insurance). The employee, through a mandated payroll tax, pays for Part A. The employee pays for part B by paying monthly premiums beginning at retirement.

### **Workers' Compensation Benefits**

A Workers Compensation Insurance program is provided at no cost to employees. This program covers injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. This program provides certain financial benefits in the event of personal injury or death by accident, arising out of or in the course or scope of employment. Any employee who sustains a work-related injury or illness must inform their supervisor immediately, followed by a written statement and First Report of Injury, regardless of how minor an on-the job injury may appear. The supervisor must inform the Police Chief and Human Resources Administrator immediately if the employee is in the Police Department. If not, the supervisor must notify the Human Resources Administrator immediately.— The Human Resources Administrator will notify the carrier who will forward a First Report of Injury Report and direct further treatment. This will enable an eligible employee to qualify for coverage as quickly as possible. Employees may opt to draw down accrued personal absence leave and/or vacation leave to supplement the amount received from the workers' comp insurance carrier, until such accrued leave is exhausted. Such supplement shall not cause the employee to receive more than the regular wage for the work week. In the event an employee receives double payment by the Town and the insurance company while an employee is receiving Workers' Compensation benefits, the Town shall draw upon the employees personal absence and/or vacation accruals for re-payment, or suspend the employee's personal absence leave and/or vacation accruals upon the employee's return to work until the full amount is paid back to the Town. If the employee does not return to work and an overpayment is still outstanding, the Town may invoice the employee for the amount due for the over-payment. Accruals for personal absence leave, vacation pay, and holiday compensation are suspended while an employee is out of work. Accruals for Vacation Time, Holiday Compensatory Time, and Personal Absence Leave shall accrue while an employee is out of work on Workers' Compensation leave. However, after 30

days of Workers' Compensation leave, such accruals shall be held in abeyance and shall not be credited to the employee's leave banks until 60 calendar days after their return to work.

Due to the limited number of employees employed by the Town, any employee who sustains an injury that is covered by the Town's workers' compensation insurance policy is authorized to be absent from work due to the workers' compensation qualifying injury or illness until he or she is released to work or for up to one (1) year, whichever comes first. Upon expiration of the one (1) year period, the Town shall begin the process of administratively separating the employee from employment with the Town.

### **Education Reimbursement**

Employees employed by the Town for a minimum of twelve (12) months prior to the date on which the employee makes the request for participation are eligible for education reimbursement.

Reimbursement is applicable only to educational classes offered by a college, university, or community college that has been accredited by the Southern Association of Colleges and Schools, another regional accrediting agency, the Accrediting Council for Independent Colleges and Schools, or an accrediting agency or association that is recognized by the database created and maintained by the United States Department of Education.

Any employee with regular status, at the sole discretion and prior written approval of the Town Manager, and Police Chief for Police Department employees, may receive leave and/or financial reimbursement to cover a portion of certain educational expenses provided that:

- A) Adequate funds (\$2,500 per person, per fiscal year) are available in the budget of the department to which the employee is assigned or available for educational funds allocated for such purposes;
- B) Completion of such educational classes will generally improve the employee's skills, knowledge and/or ability to carry out job assignments, and otherwise directly relates to the employee's employment with the Town;
- C) Upon completion of a course in an approved class, an employee may apply for tuition reimbursement in an amount equivalent to a portion of the tuition cost according to the following schedule:

Course Grade "A"	100% Reimbursement
Course Grade "B"	75% Reimbursement
Course Grade "C"	50% Reimbursement
Pass (in a pass/fail course)	100% Reimbursement

- D) Any employee enrolling in an approved degree program shall be eligible for reimbursement at the rate per course established by the Florida Atlantic University for a Master's degree or Bachelor's degree program or Palm Beach State College for an Associate's degree program.
- E) If the employee leaves the employ of the Town for any reason within two (2) years after completion of such educational course(s), the employee will reimburse the Town for all Town funds invested in such educational course(s).

### **Longevity**

Employees who complete the required years of continuous service as indicated below shall receive a one-time, lump sum longevity payment (not added to base salary), which shall be paid on the employee's anniversary as follows:

5 year anniversary; \$500 lump sum payment  
10 year anniversary; \$1,000 lump sum payment  
15 year anniversary; \$1,500 lump sum payment  
20 year anniversary; \$2,000 lump sum payment

Continuous service shall be defined as continuous paid service with the Town of Ocean Ridge and will be computed from the most recent date of hire. Continuous service shall accumulate during Personal Absence Leave, Workers' Compensation Leave, Vacation Leave, and Military Leave.

## **SECTION 5 - LEAVE POLICIES AND PROCEDURES**

### **Bereavement Leave**

After completion of at least twelve (12) months of employment, all regular full time and regular part time employees shall be eligible for bereavement leave with pay not to exceed three (3) working days (within 180 miles of the Town of Ocean Ridge) and five (5) working days (more than 180 miles of the Town of Ocean Ridge) for each event of a death in the employee's immediate family, or a maximum of two (2) working days in the event of the death of any other relative other than an immediate family member. Such leave shall be paid by the Town and not deducted from the employee accumulated personal absence leave and shall not be in addition to such personal absence leave. Part time employees' paid leave will be based on their routine workweek schedule.

Immediate family, for the purposes of bereavement leave, shall be defined to include the employee's spouse, children, parents, siblings, grandparents, and spouse's parents, spouse's children, spouse's grandchildren, and spouse's siblings.

### **Domestic Violence Leave**

Under ~~a new~~ Florida law, as of July 1, 2007, Florida employers with a staff of over 50 must provide employees up to three (3) days of leave in a twelve-month period if the employee or a family or household member is a victim of domestic violence. Although the Town of Ocean Ridge is not obligated to provide this leave under law, the Town provides domestic leave as described below.

The Town will provide leave for the following specific activities:

- Seeking an injunction for protection against domestic violence or repeat violence, dating violence, or sexual violence;
- Obtaining medical care or mental health counseling or both for the employee or a family or household member to address injuries resulting from domestic violence;
- Obtaining services from victims services organizations such as a domestic violence shelter or rape crisis center;
- Making the employee's home secure from the perpetrator of domestic violence or finding a new home to escape the perpetrator;
- Seeking legal assistance to address issues arising from domestic violence or attending or preparing for court related proceedings arising from the act of domestic violence.

Except in cases of imminent danger to the health or safety of an employee, or to the health or safety of a family or household member, an employee seeking leave from work under this section must provide the Town advanced notice of the leave.

The employee is required to use personal absence leave when taking domestic violence leave. In the event that the employee does not have sufficient leave hours to cover the event, the leave that is not covered will be unpaid.

The employer must keep all information relating to the leave confidential and exempt from disclosure. This documentation is to be maintained in the Town Managers Office and kept separate from the employee's official personnel file.

Employees who legitimately take domestic violence leave in accordance with this policy will not be subject to disciplinary action.

#### **Jury Duty and Court Appearances**

Any employee who is required to be absent from work to perform jury duty shall be granted leave with no loss of pay. Employees on duty will be compensated by payment of an amount equal to the difference between their jury duty pay and their regular salary. Employees may pay to the town an amount equal to the jury duty pay and continue to receive their regular pay. An employee on jury duty is expected to report to work any day he or she is excused from jury duty. If the jury duty does not require absence for the entire work day, the employee shall return to work immediately upon release by the court. The Town will not reimburse the employee for meals, lodging, and travel expenses while serving as a juror.

An employee subpoenaed as a witness in a court or administrative hearing, not involving personal litigation or service as a paid expert witness, shall be granted court appearance leave, not to exceed the number of hours in the employee's regular workday, and any witness fees may be kept by the employee. In the case of such court appearance, leave provided shall not be reduced.

#### **Military Leave**

The Uniformed Services Employment and Reemployment Rights Act (USERRA) accords certain rights and benefits to employees who volunteer or are called to serve in the armed forces of the United States. In addition, state law accords employees certain leave rights to attend military reserve or National Guard duty or perform other military service. USERRA and State law also prohibit discrimination or reprisals against any employee who takes such military leave for these purposes.

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service will be granted a leave of absence for military service, training or related obligations in accordance with applicable state and federal law. At the conclusion of the leave, upon the satisfaction of certain conditions, an employee generally has a right to return to the same position he or she held prior to the leave or to a position with like seniority, status and pay that the employee is qualified to perform.

**A. Military Leave for Short Term Training:**

Upon presentation of a copy of the employee's official orders or appropriate military certification, an employee who is a member of the United States Armed Forces Reserve, including the National Guard, shall be granted leave with pay during periods in which the employee is engaged in annual field training or other active or inactive duty training exercises. Whether continuous or intermittent, such leave with pay shall not exceed ~~17 workdays~~240 working hours in any Federal fiscal year (October 1 - September 30). Such leave shall be without loss of pay, per Florida Statute 115.07.

A copy of the official orders shall be filed in the employee's personnel file. Any absence in excess of ~~17 workdays~~240 working hours may, upon request by the employee and approval by the appropriate supervisor, be covered by accrued vacation or personal absence leave. If not requested by the employee or approved by the appropriate supervisor as vacation or personal absence leave, such absences in excess of ~~17 working days~~240 working hours shall be approved as leave without pay.

Short-term military training leave is provided for annual field training or other active or inactive duty for training. The Town will grant this leave to employees, up to ~~17 workdays~~240 working hours in any one Federal fiscal year (Oct 1 - Sept 30), upon request. This leave is not charged against their personally accrued leave.

Employees may use this leave intermittently if needed (for example, employee is being called to active duty for training for four months) to ensure continued benefits, etc. He or she also may use his or her accrued vacation leave and personal absence leave to cover any absence in excess of ~~17 workdays~~240 working hours.

**B. Requests for Military Leave:**

An employee, who is issued orders by a competent military authority, shall provide prior notice to their Supervisor as soon as possible after receiving such orders unless precluded by military necessity. If feasible, this notice should be in writing and accompanied by any military orders that the employee has received. Upon such notification, the Town shall release the employee from work for the duration of the military leave. It is recognized that an employee may not receive written orders for recurring inactive training (drills) or annual training. However, the employee is encouraged to provide a copy of orders, the annual drill schedule, or other type of documentation to the Supervisor as soon as available and, if possible, before the commencement of the military duty.

For periods of military leave in excess of thirty (30) days, the Town may request appropriate documentation, which can be used to establish the employee's basic eligibility for protection under Federal and State law.

### **C. Compensation and Benefits during Military Leave:**

An employee who is on excused leave from work to attend inactive duty training (drills) or annual military training as part of the reserve corps of any branch of the armed forces of the United States shall receive any differential between the employee's regular pay and that received by the employee for military duty for the first thirty (30) days of leave in a calendar year. An employee who exceeds thirty (30) days of military leave in a calendar year shall be placed on an unpaid military leave for the duration of the leave in that calendar year. The thirty (30) day pay differential shall not apply to active duty call-ups or other military duty.

An employee shall continue with all benefits for up to thirty (30) days of military leave in a calendar year. An employee who exceeds thirty (30) days of military leave and is placed on unpaid leave may continue group medical, prescription and dental benefits for a period of up to eighteen (18) months provided that the employee make arrangements with the Human Resources Administrator to pay the full cost of such benefits. The required payment for such benefits must be received in the Human Resources Administrator's office by the 15th day of the month for the following month's coverage. In the event that payment is not received by the 15th day of the month the employee will be notified that benefits will be terminated at the end of the calendar month. In the event the employee does not elect to continue medical, prescription and dental benefits the Town will reinstate the employee's health care coverage immediately upon the employee's return to work.

An employee, at his or her sole option, may request to use unused accrued vacation during periods of unpaid military leave. The Town cannot require an employee to use vacation leave. An employee on military leave who elects to charge such leave against vacation accruals shall be treated for purposes of benefits in the same manner as an employee who is on vacation leave (continuing all active employee benefits).

### **D. Return from Military Leave:**

An employee is eligible for reemployment rights if he/she meets the following criteria:

- i) The employee must hold a position that has a reasonable expectation of continuation indefinitely or for a significant period.
  - ii) The employee must give notice to the Town that he/she is leaving for military leave as proved in "B" above (unless such notice is precluded by military necessity or security concerns).
  - iii) The employee must be released from service under "honorable conditions".
  - iv) The employee must report back to work as defined below:
- For a period of military service of up to thirty (30) consecutive days, the employee must report back to work for the first full regularly scheduled work period on the day following the completion of the period of military



service; his or her safe transportation home and a break of at least eight (8) hours;

- For a period of military service of thirty-one (31) to one hundred eighty (180) consecutive days, the employee is to submit to the employer an oral or written application for reemployment no later than fourteen (14) days after the completion of the period of military service;
- For a period of military service of one hundred eighty one (181) days or more, the employee must submit an application for reemployment not later than ninety (90) days after completion of the period of service.

An employee who does not comply with the return to work requirements may forfeit his/her reemployment rights pursuant to Federal law and the Town's established policies and procedures on returning from a leave of absence. (Pursuant to USERRA these rules may be extended under certain conditions to accommodate an employee convalescing from a service-connected injury or illness).

However, USERRA provision 4312(d)(1) specifically states that an employer is not required to reemploy a person if the employer's circumstances have changed as to make such reemployment impossible or unreasonable.

#### **E. Compensation and Benefits upon Reinstatement:**

Upon reinstatement, the employee shall be returned to Town employment as follows:

- i) Military service of less than ninety-one (91) days – to the position the employee would have held had he or she remained continuously employed, so long as the person is qualified or can become qualified after reasonable efforts by the Town; or if the employee cannot become qualified, in the position the employee was employed on the date of the commencement of the military leave.
- ii) Military service of ninety-one (91) or more consecutive days – the same as “i” above or a position of like seniority, status and pay so long as the employee is qualified; or if the employee cannot become qualified, in the position the employee was employed on the date of the commencement of the military service or a position which nearly approximates that position.

The employee's seniority as well as any benefits based on length of service (e.g. longevity, vacation accrual, etc.) will accrue as if he/she had been on the job working during the period(s) of military service.

Upon the employee's return to work, the Town will reinstate the employee's health care coverage immediately with no waiting periods and no conditions. All other benefits as provided by the Town's policies will be reinstated upon reemployment.

The employee, pursuant to USERRA, will have a period of time to make up "missed" contributions per Florida Retirement System guidelines. Under USERRA, that period must be equal to at least three times the period of the employee's uniformed service except that such repayment may not exceed five (5) years.

**F. Limitations:**

Military leave, paid or unpaid, shall not exceed five (5) years throughout the employee's service with the Town.

**Personal Absence (a/k/a Sick Leave)**

Regular full-time employees are eligible for personal absence (PA) leave pursuant to the terms of the Town policy. Personal Absence leave can be used for a variety of reasons which would include, but are not limited to the following:

- Employee Illness;
- Taking care of illness in the immediate family;
- Medical/Dental appointments;
- Miscellaneous other appointments (i.e. Parent-Teacher conferences, etc).

Town policy states that full time employees shall accrue personal absence leave at the rate of 3.69 hours per pay period totaling 96 hours per year. Regular part time employees shall also be eligible for PA leave, adjusted on a pro-rated basis of 1.845 hours per pay period totaling 48 hours per year.

During PA leave, employees shall receive compensation at their regular rate of pay.

In order to be eligible for PA leave pay, an employee must do the following:

1. Report promptly to their supervisor the reason for their absence;
2. Keep their supervisor informed of their condition if the absence is of more than three (3) day duration; and
3. Submit a written statement from the attending physician for any absence exceeding three (3) or more days.
4. Except for unexpected illnesses, an employee must provide their supervisor with 2 days' notice if they plan on being absent for any length of time.

Claiming Personal Absence except as defined in this section, may be cause for disciplinary action, including transfer, suspension, demotion, or dismissal.

Except as provided otherwise in this section, employees voluntarily terminating employment, after completing at least 6 months of employment, shall be entitled to reimbursement of 25% of the hours of unused PA leave at the rate of pay which is in effect at the time of termination, up to a maximum of 160 hours of pay. Employees terminated by a Supervisor are not eligible for the payout upon termination. Upon an employee's normal retirement, employee shall be entitled to reimbursement for 50% of the hours of unused PA leave at the rate of pay

which is in effect at the time of normal retirement up to a maximum of 800 hours of pay. Normal retirement is defined for this section as an employee that reaches the required age and service requirements for the Florida Retirement System, or if the employee is not in the Florida Retirement System, the employee's retirement system, and elects to retire from employment from the Town.

### **Pregnancy-Related Absences**

The Town will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be made and evaluated in accordance with the Personal Absence (PA) leave and short term disability policy provisions outlined in this handbook.

Requests for time off associated with pregnancy and/or childbirth (apart from medical disabilities associated with these conditions) will be considered in the same manner as any other request for a PA leave. ~~After all the PA time has been utilized, the employee may apply for short term disability (STD).~~

### **Unpaid Leave of Absence**

Unpaid leave of absence is a leave of absence for any reason other than bereavement, vacation, personal appointments, ~~or any other specific leave as outlined in this handbook~~. Before an unpaid leave of absence may be approved, the employee must have exhausted their accrued vacation, comp time, and personal absence leave (if leave is not associated with Short-Term Disability, Long-Term Disability, or Workers' Compensation Claims).

It is the policy of the Town of Ocean Ridge that an appointing authority may grant an unpaid leave of absence to a full-time regular employee not to exceed ten (10) working days after all other leave (vacation and PA) has been exhausted. If it is in the interest of the Town, the Town Manager may approve an application for an unpaid leave of absence for a period not to exceed thirty (30) days and the Commission may approve an application for an unpaid leave of absence for a period not to exceed ninety (90) days. Upon the expiration of an approved unpaid leave of absence, the employee shall be reinstated in the same or equivalent position held at the time the leave was granted. Failure of the employee to promptly report to work at the expiration of the leave may be cause for dismissal.

~~An employee who is on an unpaid leave for more than twenty (20) working days will not accrue PA or vacation time.~~

Accruals for Vacation Time, Holiday Compensatory Time, and Personal Absence Leave shall accrue while an employee is out of work on unpaid leave of absence. However, after 30 days of unpaid leave of absence, such accruals shall be held in abeyance and shall not be credited to the employee's leave banks until 60 calendar days after their return to work.

### **Vacation Leave**

Regular full-time and regular part-time employees are eligible for annual paid vacation leave as provided by Town policy. Where such special circumstance requires an exception for additional hours, the Town Manager must give prior approval.

Town policy allows paid vacation to be accrued in the following schedule for all employees:

0-5 years of service	86 hours earned annually	3.30 hours earned per pay period
5+-10 years of service	126 hours earned annually	4.84 hours earned per pay period
10+ years of service	166 hours earned annually	6.38 hours earned per pay period

A maximum of forty-five (45) hours combined vacation and/or holiday compensatory time can be taken as pay each fiscal year for all employees.

Vacation time shall not be used in advance of the month in which it shall accrue.

Accruals of Vacation Time plus Holiday Compensatory Time hours shall not exceed two hundred ten (210) hours at any time. Employees are responsible for reviewing their own accruals on the pay statement, ensuring no loss of accrued time occurs once the maximum accrual is reached. PBA members shall donate three (3) vacation hours to the PBA time pool as outlined in the PBA contract.

Employees who have worked for the Town for at least six (6) months, at separation of service, are paid for any credited unused vacation but not to exceed the maximum amount established by Town policy. If an employee is terminated by a Supervisor at any time, he/she shall not be eligible for a payout.

Vacation leave is typically used for the purpose of going on vacation; however, it may also be used for personal business. In unusual or unavoidable situations, your supervisor may require you to take a portion of your vacation leave at a specified time. Vacation leave requests must be pre-approved by your Supervisor. A minimum of two (2) days' notice must be provided to allow sufficient time to make sure the vacation will not adversely affect the daily functions of the Town. Abuse of the pre-approval policy may result in loss of pay or disciplinary action. Unforeseen circumstances may be considered.

### **Donated Leave Time**

Donations of accumulated Personal Leave time and/or Vacation time by an employee can be made to any Town employee who has exhausted his or her own Personal Leave time and Vacation time, up to a maximum of forty (40) hours annually. The deduction from the donating employee shall be calculated at the next pay period on an hour-for-hour basis.

## **SECTION 6 – EMPLOYMENT RECORDS AND RESPONSIBILITIES**

### **Access to Employee Files**

The Town maintains a personnel file on each employee. The file includes such information as employee's job application, resume, tax withholding forms, records of training, documentation of performance appraisals, salary increases, and other employment records.

Under Florida law, these files are public records available for public inspection. However, medical information contained in the employee file is exempt from the public disclosure law and may not be released without a court order or the employee's written permission. The law also prohibits disclosure of home address, photograph, telephone number, etc. of a sworn law enforcement officer, their spouse and children, regardless of the officer's current employment status. Persons who wish to review their file should contact the Human Resources Administrator.

### **Employment Applications**

The Town relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Town's exclusion of the individual from further consideration for employment, or if the person has been hired, termination of employment.

### **Job Descriptions**

The Town has prepared job descriptions that list the essential duties and responsibilities for each Town position. A job description is not intended to be an all-encompassing list of all of the duties and responsibilities of a position and may be amended from time to time by the Town. Employees should become familiar with the job requirements as outlined in their job descriptions. These job descriptions may be found in the office of the Human Resources Administrator.

### **Personal Data Changes**

It is the responsibility of each employee to promptly notify the Town of any changes in personal data. Personal physical and mailing addresses, telephone numbers, individuals to be contacted in the event of an emergency, additional educational accomplishments, and other such status reports should be accurate and current at all times. If any personal data has changed, please notify the Human Resources Administrator.

## **SECTION 7 — WAGES, DISCIPLINE AND DISCHARGE**

### **Wages & Performance Evaluations**

Salary Ranges are adopted by the Town Commission to establish the starting salary of new hires and to determine the top out wage for each position. The wages of new hires must be approved by the Town Manager prior to an offer of employment being issued. Annual wage increases for employees are established by the Town Commission through the annual budget process and/or union contracts.

All employees shall be evaluated on their anniversary date. Employees shall receive a merit increase on their anniversary date based on the score received on the evaluation, up to the amount budgeted by the Town Commission or as approved through a union contract. Employees who are topped out shall not be eligible for the merit increase resulting from the evaluation. However, employees who are topped out may receive a 2% COLA added to base salary if they receive a successful evaluation.

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### **Corrective Action**

Although employment with the Town of Ocean Ridge is on an at-will basis, it is our practice to attempt to correct problems or improve job performance by applying a consistent approach of counseling and warning procedures. Any corrective action or counseling should be fully documented. Certain acts of misconduct may require more direct disciplinary action.

### **Employee Conduct**

Employees are expected to report to work as scheduled and to carry out their duties and responsibilities to the best of their abilities and in a professional manner at all times. Any employee whose conduct or performance is found to constitute misconduct, incompetence or otherwise be in violation of Town policy, rules or procedures will be subject to disciplinary action. Disciplinary action taken against an employee may range from a reprimand to discharge based on the nature of the disciplinary violation and/or the employee's employment record with the Town. Any cases of disciplinary action that affect an employee's pay must be approved by the Town Manager **prior** to the action being taken. Police officers are covered by the Policeman's Officers' Bill of Rights under Florida Statute 112 and the investigative procedures outlined therein.

To ensure orderly operations and provide the best possible work environment, the Town expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property

- Falsification of timekeeping records, travel expense reports or other work-related records
- Possession, distribution, sale, transfer, use, or being under the influence of alcohol or illegal drugs in the workplace, while on duty, or while operating Town-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Sexual or other unlawful or unwelcome harassment and/or discrimination
- Excessive absenteeism or absence without notice
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Knowingly providing false or incomplete information
- Unauthorized possession of weapons in the workplace or workplace violence

#### **Progressive Form of Disciplinary Action**

The goals of progressive discipline are to: inform the employee of inadequacies in performance or instances of improper behavior; clarify what constitutes satisfactory performance or behavior; instruct the employee on what action must be taken to correct the performance or behavior problem; and inform the employee of what action will be taken in the future if the expectations are not met.

Action to correct or reprimand may be in verbal or written form and/or suspension without pay. Original copies of disciplinary documentation ~~should will be sent to~~ stored in the employee's file in the Human Resources Administrator's office. ~~Originals-A copy~~ should be retained by the supervisor and a copy must be ~~copies~~ given to the employee.

This guide represents a progressive form of disciplinary action. However, the use of the progressive form of disciplinary action is entirely within the supervisor's discretion and nothing herein shall be deemed to prevent a supervisor from implementing any form of discipline, including termination, he or she deems suitable and appropriate in the circumstances and irrespective of whether any or none of the steps set forth below have previously been taken. Nothing contained herein shall be deemed to provide an employee a right to have these procedures applied to him or her and the Town may, when it deems it desirable and appropriate, in its sole discretion, impose any type of discipline, including termination, without the application of the progressive discipline provisions.

When the progressive form of disciplinary action is utilized, the following guidelines are outlined:

1. Verbal Counseling - The verbal counseling session should be conducted in private by the employee's supervisor and should consist of a discussion



of the specific problem areas and the expected results. A written record of the counseling session should be made and signed by both the employee and the supervisor. This document remains with the Supervisor and the employee, and is not included in the personnel file unless it proceeds to a written reprimand at a later date.

2. Written Reprimand - If counseling does not produce the desired results or if infractions continue after the supervisor has discussed them with the employee, the employee should be issued a formal written reprimand. The written reprimand must be signed by the supervisor and the affected employee. ~~The~~ A copy original should be given to the employee and ~~the~~ copy original should ~~must~~ be forwarded to the Human Resources Administrator to file in the personnel file.

Verbal and written reprimand should be documented. The purpose of the documentation is to:

- a. eliminate misunderstandings between the supervisor and the employee;
- b. ensure that the employee is given notice of unacceptable conduct in time to permit improvement; and
- c. ensure that documentation is available to justify the action taken in the event of alleged discrimination charges.

The documentation should state the specific corrective action the employee must take and advise the employee that termination can be expected if the performance problem is not corrected.

3. Suspension - Supervisors have the authority to temporarily remove employees from the workplace if approved in advance by the Town Manager. An exempt employee may not be suspended without pay for less than a full week unless discipline is for violation of a safety rule of major significance.

Failure to improve performance or behavior after the written warning or suspension can result in termination.

### **Resignations and Terminations**

A voluntary separation from Town employment is generally considered a resignation and is initiated by the employee. An employee should submit his or her resignation in writing to their supervisor at least two weeks prior to their last day of work. If an employee resigns, it is at the discretion of the supervisor if they remain on the premises up to the amount of notice that they have provided.

An employee who provides the required notice shall receive his or her final paycheck on the payroll on or immediately following their last day of work provided all Town property has been returned in serviceable condition. Vacation leave earned but unused shall be paid in the employee's final paycheck in accordance with Town Policy (see page 29). Additionally 25% of accumulated personal absence time up to 160 hours shall also be paid in the employee's final paycheck, for employees who have worked six (6) or more months in the Town,

or were hired prior to 5/7/91 in which case they are not subject to the 160 hours maximum accumulated personal absence time.

An employee may be involuntarily separated from town employment by the Town Manager for a number of reasons including but not limited to discharge for cause, failure to report to work, failure to obtain or maintain the qualifications for their position, poor performance, lack of work, and other appropriate reasons.

Involuntary termination may be initiated for a variety of reasons. Those reasons include, but are not limited to:

1. Discovering during the probationary period that an employee is not capable of performing the job for which he/she was hired, the employee is otherwise unsatisfactory in performance of his/her duties, or for any other reason during the probationary period. This action is originated by a supervisor and may be initiated with or without cause.
2. Conclusion of a temporary assignment.
3. Incapacity or inability to perform the "essential job functions" for which the employee was hired, with or without reasonable accommodations.
4. For cause or for violation of work rules, including but not limited to:
  - Violation of Town policy.
  - Dereliction of duty.
  - Failure to report any criminal conviction.
  - Flagrant or continued failure to obey work rules and regulations, as set forth herein or as may be set forth in writing by Town Manager.
  - Inability to work with others.
  - Dishonesty in the execution of job duties or dishonesty when participating in an administrative investigation.
  - For other employee conduct which is detrimental or prejudicial to the best interests of the Town government.
  - For misuse of Town funds.

Employees involuntarily terminated are not eligible to receive vacation or personal leave payouts.

#### **Return of Property**

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. All Town property must be returned by employees on or before their last day of work.

#### **Tardiness and Excessive Absenteeism**

Employees are required to be at work at the established starting time. Employees with absences or tardiness instances that are deemed inappropriate or excessive by the supervisor should be counseled by the supervisor and may include disciplinary action for the employee. Counseling and disciplinary action should be

documented. Excessive absenteeism or tardiness are grounds for corrective action, including dismissal.

**Termination due to Medical Reasons**

Once short term disability (STD) is depleted after six (6) months, Town benefits will cease, position will no longer be held open and employee will be terminated. However, COBRA will be available for purchase for medical benefits.

## **SECTION 8 – EMPLOYEE ACKNOWLEDGEMENT**

I acknowledge that I have received a copy of the Town of Ocean Ridge Employee Handbook (Revised ~~January 6, 2020~~ March 7, 2022). I agree to read it thoroughly, including the statements in the Welcome describing the purpose and effect of the Handbook. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from the Supervisor. I understand that this Handbook states policies and procedures that are in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with the Town of Ocean Ridge for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

Moreover, I have read, understand, and agree to comply with the provisions of the Educational Reimbursement policy. I also understand that if I voluntarily or involuntarily separate from the employment with the Town within two (2) years after completion of such educational course(s), I will reimburse the Town for all Town funds invested in such educational course(s). Accordingly, I will be required to reimburse the educational course expense in full prior to my last date of employment, or through such other collection means as the Town deems appropriate. As such, I hereby give the Town an express lien on all salaries, wages and other sums payable to me by the Town for the purpose of securing the payment of any amount which may become due from me under the Education Reimbursement policy. I hereby authorize the Town to deduct said amount from any sums payable to me for salaries, wages, expense reimbursement or otherwise. Moreover, I specifically authorize the Town to retain sums payable to me in the form of salaries, wages and other sums on or before issuance of my final paycheck, subject to any restrictions under Federal and State wage and hour laws.

Please sign and date below to signify receipt of the Employee Handbook and return it to your supervisor.

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

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

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

**ATTACHMENT 1 – COMPUTER USAGE POLICY**  
**EFFECTIVE DATE: May 1, 2008**

**I. PURPOSE**

The purpose of this directive is to establish a policy for the care and use of Town of Ocean Ridge computers and all associated hardware/software.

**II. POLICY**

It is the intent of the Town of Ocean Ridge to use computer systems and related software in accordance with all contractual obligations and federal copyright laws. Access to Town computers, software and the records management system (RMS) is restricted to authorized employees only. Employees shall not allow unauthorized persons access to Town of Ocean Ridge computer equipment or software.

**III. DEFINITIONS**

A. **Hardware:** The physical components or pieces of a Laptop/Desktop computer. The machinery and any issued peripheral devices attached to the computer that are controlled by its processor.

B. **Software:** Programs running on a computer that tell the computer what to do. Software includes both source code written by humans and executable machine code. Operating system software controls the execution of other programs.

C. **High Priority Calls:** Calls that pose a serious risk to the safety and well-being of employees and/or civilians. This also includes any calls that elicit a Code 3 response.

D. **Electronic Mail (Email):** Electronic correspondence composed and/or sent using municipal electronic mail applications to recipients internal to the Town or to outside recipients using Town gateways for delivery via the Internet. For purposes of this Directive, "transmitting" an email message includes sending, replying to, or forwarding any portion of an email message created or received to another party via the Town email system including Town email relayed to and from the Town server via an Internet Service Provider (ISP).

E. **Internet:** A collection of computer networks that spans the globe, connecting government, military, educational and commercial institutions, as well as private citizens to a wide range of computer services, resources, and information. A set of network conventions and common tools are employed to give the appearance of a single large network, even though the computers that are linked together use many different hardware and software platforms.

F. **Computer System:** A combination of hardware and software (compiled and maintained by the Town's computer technician) that are made available for the exclusive use of Town of Ocean Ridge employees as a tool to facilitate the work-related tasks.

#### IV. REGULATIONS

A. While on duty, computers shall be used in a professional manner and should be used in conjunction with an employee's official duties.

B. The Town may assign an employee a computer suitable for that employee's assignment. The Town will determine which peripheral devices and/or accessories will be necessary for the employee based on the task. When a computer system is assigned to an employee, the employee is responsible for the proper handling and care of the computer system.

C. Town-owned computers and associated equipment shall not be serviced by anyone other than the Town's computer technician. The case that encloses the hardware shall not be opened or entered by anyone other than an authorized technician.

D. Any damage or loss shall be immediately reported in accordance with Town policy. Further, the applicable supervisor will complete a report outlining the extent and cause of the damaged or lost hardware.

E. All computer systems are the property of the Town of Ocean Ridge and are subject to inspection at any time. Private, non-business related information should not be stored on the hard drive of any Town of Ocean Ridge computer. Employees should take note that there is no expectation of privacy regarding information stored on a hard drive or file servers. Files stored on the computer's hard drive are not to be password protected beyond that established by the Town. If during inspection a password protected file is discovered the employee shall immediately provide the password to the official inspecting the computer. Failure to do so may result in formal disciplinary action.

F. Employees are not permitted to attach any hardware to a computer unless specifically authorized by the Town's computer technician.

G. At no time is an employee to connect a computer to the Internet, World Wide Web, or any other computer network unless authorized by the Town's computer technician. If permission is granted to access any of the above, an anti-virus program shall be installed first and employed during said use.

H. At no time shall a computer game be installed on any Town of Ocean Ridge computer. The traditional games that are a part of the operating system shall not

be accessed while the employee is on duty. The Town's computer technician will remove such games should compatibility issues arise between above mentioned games and Town of Ocean Ridge software.

I. The Town's computer technician shall ensure that all computer related equipment is functioning properly at all times and that data on all file servers that service the Town are backed up on a regular basis.

J. Computers and related equipment that are deemed vital to the Town's proper operation shall be connected to an Uninterruptible Power Supply (UPS) as well as the emergency generator.

K. Employees that experience problems operating a computer or related device shall request the assistance of the Town's computer technician.

L. Employees shall not install any software onto any computer unless authorized by the Town's computer technician. In the event that an employee wishes to have business related software installed, the employee must make this request in writing and provide justification. This request shall be routed through the employee's chain of command to the Town's computer technician. If the request is authorized, the employee must provide the original software to the Town's computer technician along with the original user license. The Town's computer technician shall inspect the above items to ensure that there will be no violation if the software is installed. A copy of the original license shall be secured and held by the Town and the original returned to the employee. The Town's computer technician shall then check the software for compatibility issues as well as scanning the software for viruses. Once this is completed the Town's computer technician shall be responsible for installation.

## **V. EMAIL POLICY**

### **Scope**

This policy provides guidelines for the management and usage of electronic mail (email) messages as public records within the Town of Ocean Ridge. This policy applies to all Town of Ocean Ridge personnel with access to the email system including all offices, divisions, bureaus, advisory bodies, and contract agents of the Town in the conduct of their official duties as prescribed by law.

This policy does not provide specific procedures for system back-ups or "archiving" of inactive email. The Record Manager Liaison Officer (RMLO) or an appointed representative will be responsible for retention of emails according to Town of Ocean Ridges policy, and the State of Florida records retention laws.



### **Purposes**

The purposes of this policy are to:

- A. Ensure that Town of Ocean Ridge employees comply with Florida's Public Records Law, F.S.S. Chapter 119, when using the Town's email system;
- B. Ensure that Town of Ocean Ridge employees properly manage and retain email as public records in accordance with applicable records management statutes and rules; and
- C. Ensure proper usage of the Town of Ocean Ridge email system and that all employees understand the types of email usage that are considered inappropriate and violation of this policy.

### **Authority**

- A. Chapters 119, 257, and 282, Florida Statutes;
- B. Rules 1B-24 and 60DD-2, Florida Administrative Code.

### **Email as a Public Record**

- A. Email which is created or received by a Town of Ocean Ridge employee in connection with the transaction of official business is considered a public record and is subject to inspection and/or copying in accordance with Chapter 119, Florida Statutes, and is subject to applicable state retention laws and regulations, unless expressly exempted by law.
- B. Emails created or received for personal use are not generally considered public records, and do not fall within the definition of public records by virtue of their placement on a government-owned computer system. However, if the Town of Ocean Ridge discovers misuse of the email system, personal emails that are identified as being in violation of Town policy may become public record as part of an investigation.
- C. The Florida Statutes contain numerous specific exemptions to the access and inspection requirements of Public Records Law. Employees are responsible for ensuring that electronic public records which are exempt from access or inspection by statute are properly safeguarded.

### **Use of Email System**

A. The Town of Ocean Ridge's email system is to be used to conduct official Town business and is not to be used for any other purpose unless expressly approved by authorized Town officials. Email may be used to communicate with Town staff and with other public and private entities to conduct official Town business.

B. Incidental, personal use of email system is permitted; however, the personal use must be done while the employee is not on-the-clock, must be brief, must not interfere with the employee's work or the work of others, must not subject the Town to any additional cost, and must not be prohibited by this policy or any federal, state or local law, statute, ordinance, rule or regulation.

C. All messages sent on the email system are attributable solely to the individual users of the email system. No email or other electronic communication may be sent which hides the identity of the sender or represents the sender as someone else. All messages communicated on the Town email system should contain the sending employee's name.

### **Prohibited Uses of Email**

The Town of Ocean Ridge's email system shall not be used for any unauthorized purpose including, but not limited to:

A. Sending solicitations including, but not limited to, advertising the sale of goods or services or other commercial activities, which have not been approved by the Town.

B. Sending copies of documents in violation of copyright laws or licensing agreements.

C. Sending information or material prohibited or restricted by government security laws or regulations.

D. Sending information or material which may reflect unfavorably on the Town of Ocean Ridge or adversely affect the Town's ability to carry out its mission.

E. Sending information or material which may be perceived as representing the Town of Ocean Ridge's official position on any matter when authority to disseminate such information has not been expressly granted.

F. Sending confidential or proprietary information or data to persons not authorized to receive such information, either within or outside the Town of Ocean Ridge.

G. Sending messages or requesting information or material that is fraudulent, harassing, obscene, offensive, discriminatory, lewd, sexually suggestive, sexually explicit, pornographic, intimidating, defamatory, derogatory, violent or which contains profanity or vulgarity, regardless of intent. Among those which are considered offensive include, but are not limited to, messages containing jokes, slurs, epithets, pictures, caricatures, or other material demonstrating animosity, hatred, disdain or contempt for a person or group of people because of race, color, age, national origin, gender, religious or political beliefs, marital status, disability, sexual orientation or any other classification protected by law.

H. Sending messages or requesting information reflecting or containing chain letters or any illegal activity, including, but not limited to illegal gambling.

I. Sending or requesting information or material that proselytizes or promotes a religious or political view, cause, position or action.

#### **No Right of Privacy**

Town of Ocean Ridge employees have no expectation of privacy in any material created, stored in, received, or sent over the Town's email system. The Town of Ocean Ridge reserves and may exercise the right, at any time and without prior notice or permission, to intercept, monitor, access, search, retrieve, record, copy, inspect, review, block, delete and/or disclose any material created, stored in, received, or sent over the Town's email system for the purpose of protecting the system from unauthorized or improper use or criminal activity.

#### **Retention Requirements for Email**

A. All public records must have an approved retention schedule in place before they can be destroyed or otherwise disposed of. Retention periods are determined by the content, nature and purpose of records, and are set based on their legal, fiscal, administrative and historical values regardless of their form. Therefore, there is no single retention schedule that would apply across the board to all emails. Email, like other records, irrespective of its form, can have a variety of purposes and relate to a variety of program functions and activities. The retention period of any particular email message will generally be the same as the retention for records in any other form that document the same program function or activity.

B. Town of Ocean Ridge employees are required to relate each email that is created or received by the employee through the Town of Ocean Ridge's email system to activity it documents, as well as to other records documenting that activity, and apply the appropriate retention period based on that activity or function. Approved retention schedules for State of Florida General Records Schedule GS1-SL for State and Local Government Agencies can be found at [http://dliis.dos.state.fl.us/recordsmgmt/gen\\_records\\_schedules.cfm](http://dliis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm)

C. It is the responsibility of each Town of Ocean Ridge employee and the Records Manager Liaison Officer (RMLO) to ensure that email and other public records in their custody are maintained for required retention period(s). Although the Town of Ocean Ridge routinely backs up its server, each back-up is maintained only briefly for disaster recovery purposes and therefore cannot be regarded as a tool for meeting public records retention requirements.

### **Transitory Messages**

Many, though not all, emails fall under the retention schedule for "TRANSITORY MESSAGES" (General Records Schedule GS1-S for State Government Agencies, item #146). "Transitory Messages" are messages that do not set policy, establish guidelines or procedures certify a transaction, or become a receipt. For instance, an email message notifying employees of an upcoming meeting would only have value until the meeting has been attended or the employee receiving the message has marked the date and time in the calendar. The informal nature of transitory messages might be compared to a telephone conversation or conversation in an office hallway. The retention requirements for Transitory Messages is "Retain until obsolete, supersede or administrative value is lost." Therefore, emails that fall into this category can be disposed of at any time once they are no longer needed.

### **Managing Email**

Sorting email into appropriate folders is a helpful way to manage these records and to ensure that appropriate retention requirements are identified and met. That is, just as a file cabinet is set up to house different sets of files and employees know where to file paper records in those files, email has files and folders. If no retention schedule exists for records relating to a particular activity, then one must be established and retention schedule would then apply to all documentation of that activity, regardless of form (paper, film's, electronics, etc.).

### **Violations**

Violations of this policy may result in disciplinary action, up to and including termination of employment.

## **VI. ANTI-VIRUS MEASURES**

A. The Town's computer technician will install anti-virus software on all Town laptop and desktop computers and network servers. Virus definitions are to be updated as required and distributed to all computers using the Town's network.

B. Employees are to ensure that floppy discs, jump drives, or flash card memory sticks obtained from an unknown source are scanned for viruses prior to use.

C. Employees will not open any email message from an unknown or questionable source. In the event that any such message is received, the employee should make reasonable efforts to provide this information to a Town's computer technician representative as soon as practical.

## **VII. INTERNET USAGE**

A. Internet access is provided to facilitate the conduct of Town of Ocean Ridge business. Access to the Internet by employees may be limited at the sole discretion of the Town; which includes the use of filtering software to bar access to certain Internet addresses. The downloading and installation of software programs onto a computer or onto the Town's network must be approved in advance by the Town's computer technician.

B. Incidental, personal use of the internet is permitted; however, the personal use must be brief, must not interfere with the employee's work or the work of others, must not subject the Town to any additional cost, and must not be prohibited by this policy or any federal, state or local law, statute, ordinance, rule or regulation.

C. The following activities on the Internet are specifically prohibited while on duty:

- (1) Using the Internet for personal gain or for commercial activity unrelated to the Town of Ocean Ridge;
- (2) Sending privileged information or police restricted information to unauthorized persons;
- (3) Accessing sites which contain threatening, intimidating, hostile, offensive, pornographic, or discriminatory material unless such access is necessary to the performance of a employee's official duties;
- (4) Copying or otherwise converting protected electronic information in violation of copyright or trademark laws.

## **VIII. VEHICLE COMPUTER PROCEDURES (Police Personnel Only)**

A. Before going in service, all Police Department employees utilizing patrol laptops will log in and remain logged in at all times during their shift.

B. Any problem that results in an employee being unable to log in shall be immediately reported to their supervisor, who will ensure that the Town's computer technician is made aware of the issue. If a representative of the Town's computer technician is not on-duty, supervisors will use their judgment to determine whether immediate notification is necessary.

C. Laptops unable to connect will be turned over to Technical Services for repair. If the Town's computer technician is not on-duty, notification will be made via memo.

D. Police Department employees may utilize the patrol laptops for access to the Town's email system in accordance with the Email section of this policy.

## **IX. CARE AND HANDLING**

A. Employees assigned computers are responsible for the reasonable care and maintenance of same. All computer systems shall be kept secured at all times. With the exception of computers installed by the Police Department for patrol use, computers systems are not to be stored in Town assigned or privately owned vehicles other than for purposes of transport to and from work. Loss or damage resulting from negligence and/or abuse may result in the employee reimbursing the Town for the cost of the repair or replacement of the equipment as well as disciplinary action.

B. Laptop computers will be stored and transported in the Town's issued case. In the event an employee wishes to use an alternative to the issued case, permission must first be obtained from the Town's computer technician.

## **ATTACHMENT 2 - GRIEVANCE POLICY AND PROCEDURE**

This policy describes the grievance policy and procedures for non-union employees. Refer to the current PBA contract for specifics for union employees. The purpose of this policy is to establish guidelines and procedures to equitably and promptly resolve complaints concerning any and all grievable issues, such as but not limited to sexual harassment and any form of discrimination. Disciplinary actions, demotions and terminations are not grievable. The procedure may be used by any Town employee (other than the Town Manager).

The Town, in keeping with a policy of maintaining satisfactory and efficient working conditions, shall provide a means to ensure a systematic and fair review of employee complaints and grievances. The Town is committed to allow employees to seek resolutions of their concerns and problems through a formal written procedure after informal attempts have proven unsatisfactory. This grievance procedure is designed around the philosophical commitment that all problems be resolved at the lowest possible level and in an equitable and efficient manner.

### **Procedures**

Grievances shall be filed promptly after the complained of events occur.

The grievance must be presented to the employee's supervisor within fifteen (15) calendar days from the occurrence of the action complained of in order to be considered.

For all steps of the grievance procedure, the time limits for filing may be extended in cases in which it can be shown that circumstances beyond control prevented the filing within the time limits.

To be considered, the procedural steps listed below must be followed after the action complained of has occurred.

#### **1. Oral Presentation**

All grievances may be initially presented orally to the aggrieved employee's immediate supervisor. If the grievance is directed at the supervisor, the employee may present the oral grievance to the Town Manager. The supervisor should make every effort to resolve employee concerns as they arise. Efforts on the part of the supervisor may include explanations, discussion, or counseling. The supervisor may make reasonable adjustments within his or her authority level. Every effort should be made to resolve the matter to the mutual satisfaction of both employee and supervisor. Should this informal first step be considered unsatisfactory, the aggrieved employee shall have the right to then file a formal written grievance as set out below.



## 2. Written Presentation

If the oral presentation as provided for in the first step fails to resolve the matter, the employee shall have the right within ten (10) calendar days after the discussion with the immediate supervisor, to file a formal written grievance with the Town Manager. If the grievance is against the Town Manager, then the employee should file the formal grievance with the Mayor to mediate it with a recommendation to the Commission.

The time limit for filing may be extended in cases in which the employee can show that circumstances beyond his/her control prevented the filing of a written grievance or complaint.

In presenting the written grievance, the following information must be stated with reasonable clearness: the nature of the matter, the exact date (or if uncertain, the approximate date), the identity of the employee who claims to be harmed, the identity of the party or parties alleged to have caused the problem, any witnesses to the matter, the location where the matter/actions occurred, and the remedy which is sought.

Within fifteen (15) calendar days of receipt of the written grievance, the Town Manager (or Mayor, as the case may be) shall separately meet with the employee and the employee's immediate supervisor to discuss the matter. The grievance at this step shall be fully and thoroughly discussed by all parties involved in the effort to resolve the problem. The decision by the Town Manager/Mayor, whether reached during this discussion or afterward, shall be presented in writing to the employee within ten (10) calendar days of the meeting.

## **ATTACHMENT 3**

PBA Contract (see separate document in Human Resources Administrator's Office)

**ATTACHMENT 4**

[Complete Drug Free Workplace Policy \(see separate document in Human Resources Administrator's Office\)](#)

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

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**Meeting Date: March 7, 2022**  
**Subject: Drug-Free Workplace Policy**

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Mayor & Commissioners:

As part of our union negotiations this year, the Town requested that a change be made to the contract to recognize that the Town intends to pursue a drug-free workplace policy, as the Town is committed to providing a safe work environment and to fostering the well-being and health of its employees.

Adopting a drug-free workplace policy not only helps to provide a safe work environment, it also helps to keep our insurance rates down.

The proposed drug-free workplace policy was created by the Town's Labor Attorney pursuant to Fla. Stat. section 440.101 et seq., and staff recommends approval.

**Suggested Motion: I move to approve the Drug-Free Workplace Policy as submitted, and include it as Attachment 4 to the Employee Handbook.**

Respectfully,



Tracey L. Stevens, MMC  
Town Manager & Finance Director

## **TOWN OF OCEAN RIDGE**

### **Drug Free Workplace Policy**

The Town is committed to creating and maintaining a Drug-Free Workplace Policy pursuant to Fla. Stat. section 440.101 et seq. This Policy applies to applicants for employment and to all employees in all job classifications.

The Town is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when an employee illegally uses drugs and alcohol on the job, comes to work under the influence, or possesses, distributes or sells drugs and alcohol in the workplace. The following policy is adopted as set forth by section 440.102 of the Florida Drug-free Workplace Program.

- It is a violation of this policy for any employee to possess, sell, trade, or offer for sale or purchase illegal drugs or otherwise engage in the use of prohibited drugs on the job.
- It is a violation of this policy for anyone to report to work under the influence of prohibited drugs or alcohol.
- It is a violation of this policy for anyone to use prescription drugs illegally. (However, nothing in this policy precludes the appropriate use of legally prescribed medications provided they do not interfere with workplace safety or performance.)
- It is a violation of this policy to unlawfully manufacture, distribute, dispense, possess, or use controlled substances in the workplace.
- It is a condition of employment to abide by the Drug-Free Workplace Policy.
- Violations of this policy subject all employees to disciplinary action up to and including immediate termination.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive and drug-free environment. The intent of this policy is a drug-free workplace, while sending a clear message that the illegal use of drugs or alcohol, or reporting to work under the influence, is incompatible with employment with the Town.

#### **1. *Overview of policy***

All Town employees are prohibited from:

- a. Selling any drug, including alcohol or prescription drugs, whether on or off duty, unless the employee is legally entitled to sell the substance in question under the circumstances.
- b. Possessing any alcoholic beverage or unlawful or prohibited drug while on duty or on Town premises at any time.

c. Using any illegal or prohibited drug, at any time. ("Illegal drugs" includes prescription drugs prescribed for someone else, or used contrary to prescribed dosages.)

d. Using any other substance (including legal drugs, prescription drugs, alcohol, or any other substance), which runs an unnecessary risk of adversely affecting job performance. This includes use while on duty and any actual effect on job performance, which occurs or can be demonstrated. It includes the use of any substance which use creates an unnecessary risk of absenteeism, tardiness, or safety hazards.

Employees taking prescribed drugs must ensure that such use does not pose an undue risk to safety or performance. If a drug is prescribed in connection with treatment of a disability, employees are urged to advise the Town Manager of the use so that workplace safety may be protected, along with considerations for accommodations, where appropriate.

## **2. Definitions**

As used in this policy, the following definitions will apply:

**CONFIRMATION TEST, CONFIRMED TEST, or "CONFIRMED DRUG TEST"** - A second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. The confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

**DRUG** - Alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); opiates; hallucinogens; methaqualone; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.

**DRUG TEST or TEST** - Any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.

**EMPLOYEE** - Full-time or part-time employee of the Town, whether probationary, regular or temporary.

**EMPLOYEE ASSISTANCE PROGRAM** - An established program for employee assessment, counseling, and referral to an alcohol and drug rehabilitation program.

**FOLLOW-UP DRUG TESTING** – Drug testing which occurs as a follow-up to an employee entering an employee assistance program for drug related problems, or an alcohol and drug rehabilitation program. Follow-up testing must be conducted, without prior notice, on a quarterly, semi-annual, or annual basis for two years thereafter.

**INITIAL DRUG TEST** – A sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens. All initial tests will use an immunoassay procedure or an equivalent, or will use a more accurate scientifically accepted method approved by the United States Food and Drug Administration or Agency for Health Care Administration.

**JOB APPLICANT** – A person who has applied for a mandatory testing position or a special risk position (ie - sworn law enforcement) and has been offered employment conditioned upon successfully passing a drug test, and may have begun work pending the results of the drug test.

**MANDATORY TESTING POSITION** – A position that requires the employee to carry a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, or work with controlled substances, or a position in which a momentary lapse in attention could result in injury or death to another person.

**RANDOM DRUG TESTING** – Drug testing based upon a neutral selection process of those employees occupying mandatory testing or special risk positions.

**REASONABLE SUSPICION DRUG TESTING** - Drug testing based on a belief that an employee is using or has used drugs in violation of the Town's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience, or as otherwise defined in sec. 440.102 of the Florida Statutes. Reasonable suspicion drug testing must be approved by the Town Manager or designee. Such facts and inferences may be based upon:

- Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- A report of drug use, provided by a reliable and credible source.
- Evidence that an individual has tampered with a drug test during his or her employment.
- Information that an employee has caused, contributed to, or been involved in an accident while at work.
- Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

If the Town tests an employee for reasonable suspicion of drug or alcohol use, a management employee will transport the employee immediately to a collection site where a sample will be taken. Such employee may be placed on leave until the results of the drug test have been determined. The manager(s) who observed the employee must document the employee's actions, which raised suspicion within 24 hours of the incident or before the release of the test results, whichever is earlier. A copy of this documentation shall be given to the Town Manager,



and to the employee upon request, and the original documentation shall be kept confidential by the Town and shall be retained for at least one (1) year.

### **3. *Circumstances When Testing Is Required***

The Town requires employees to submit to tests for the presence of alcohol or illegal/prohibited drugs under the following circumstances:

a. **Job applicant testing.** Testing required of all job applicants for mandatory testing and special risk positions. If an applicant refuses to submit to a drug test or a positive confirmed drug test results, the applicant will not be hired. The Town may allow a job applicant to begin work pending the results of the drug test. Any applicant with positive test results will be denied employment at that time, but may initiate another inquiry with the Town after six months. Any job applicant who refuses to submit to drug testing, refuses to sign a consent form releasing the Town from liability, fails to appear for testing, tampers with the test, or fails to pass the pre-employment drug test will be ineligible for hire.

b. **Reasonable-suspicion testing.** Testing based upon reasonable suspicion is required. Testing may be required after an accident. The Town will detail in writing the circumstances which form the basis for such reasonable suspicion. A copy of this document will be given to the employee upon request and the original documentation will be kept confidential and retained for one year.

c. **Follow-up testing.** If the employee in the course of employment enters an employee assistance program for drug-related problems, or an alcohol and drug rehabilitation program, the employee must submit to a drug test as a follow up to such program. Follow-up drug testing must be conducted on a quarterly, semi-annual, or annual basis for two years thereafter. Advance notice of testing shall not be given to the employee.

If an employee who is employed in a mandatory testing or special risk position enters an employee assistance program or drug rehabilitation program, the employer must assign the employee to a position other than a mandatory testing or special risk position. If a position that is not classified as mandatory testing or special risk is not available, the Town may place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated paid leave balances before leave may be ordered without pay.

d. **Routine fitness-for-duty drug testing.** Testing conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the Town's established policy or that is scheduled routinely for all members of an employment classification group.

e. **Random drug testing.** Drug testing based upon a neutral selection process of those employees occupying mandatory testing and special risk positions only. Selection for random testing will be conducted as follows:

- (1) Selection of employees for random testing will be a neutral selection process. An independent Drug Free Workplace Specialist whose selections are computer generated conducts selections.

(2) When an employee is selected for random testing, the employee selected will not be notified of the date or time the test is scheduled to occur.

(3) Employees selected for random testing must submit to the testing site within two (2) hours of notification.

f. **Post-accident.** Post-accident drug and/or alcohol testing constitutes reasonable suspicion and will be undertaken on all employees if the employee is involved in an on the job accident. Tests must be done as immediately or as soon as possible after the accident.

#### **4. *Drugs to be Tested***

The Town will test for the following: ALCOHOL, AMPHETAMINES, CANNABINOIDS, COCAINE, PHENCYCLIDINE (PCP), METHAQUALONE, OPIATES, BARBITURATES, METHADONE, PROPOXYPHENE, and BENZODIAZEPINES.

#### **5. *Testing Procedures***

a. All specimen collection and testing for drugs will be performed in accordance with the procedure as set forth in Section 440.102(5) of the Florida Statutes. Any positive test results that the Town later determines have been refuted will have affixed thereto the subsequent refutation. Test results are considered confidential medical records.

b. An employee may confidentially report the legitimate use of prescription or non-prescription medications both before and after being tested to the testing laboratory and Medical Review Officer.

c. Employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

#### **6. *Medications, Which May Alter, Or Affect the Drug Test***

Some common medications may alter or affect a test result. They are listed below for your information. Due to the large number of obscure brand names and the marketing of new products, this list cannot be, and is not intended to be, all-inclusive.

<b>ALCOHOL</b>	All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).
<b>AMPHETAMINES</b>	Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin.
<b>CANNABINOIDS</b>	Marinol (Dronabinol, THC).
<b>COCAINE</b>	Cocaine HCl topical solution (Roxanne).
<b>PHENCYCLIDINE</b>	Not legal by prescription.
<b>METHAQUALONE</b>	Not legal by prescription.
<b>OPIATES</b>	Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine,

	Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
<b>BARBITURATES</b>	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
<b>BENZODIAZEPINES</b>	Tivan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
<b>METHADONE</b>	Dolophine, Metadose.
<b>PROPOXYPHENE</b>	Darvocet, Darvon N, Dolene, etc.

## **7. Confidentiality**

All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with Chapter 440, F. S., or in determining compensability under the workers' compensation or unemployment benefit laws.

The Town, laboratories, medical review officers, employee assistance programs, drug and alcohol rehabilitation programs, and their agents who receive or have access to information concerning drug test results shall keep all information confidential. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal, or unless deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding.

Notwithstanding the foregoing, the Town and the laboratory conducting a drug test are permitted to have access to employee drug test information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to the Town's defense in a civil or administrative matter.

## **8. Refusal to Submit To A Drug Test**

Employees who are required by this policy to take a test for the presence of drugs and/or alcohol will sign authorizations releasing the results of such tests to the Town. Failure to sign such authorization will subject an employee to immediate termination. Employees who refuse to submit to a drug test shall be discharged. Job Applicants who refuse to test will not be hired. Further, if an injured worker refuses to submit to a test for drugs or alcohol, he or she forfeits his or her eligibility for all medical and indemnity benefits and may be terminated from employment or otherwise disciplined by the Town.

Refusal to submit (to an alcohol or drug test) means that an employee:

- Failed to appear for any test within two (2) hours of being directed to report by the Town. This includes the failure of an employee to appear for a test when called by a consortium or third-party administrator;
- Failed to remain at the testing site until the testing process is complete;
- Failed to provide a urine specimen for any drug test, or failed to provide a blood specimen for alcohol testing;
- In the case of a directly observed or monitored collection in a drug test, failed to permit the observation or monitoring of the employee's provision of a specimen;
- Failed to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- Failed or declined to take a second test that the Town or collector has directed the employee to take;
- Failed to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the Town;
- Refused to allow collection of specimens for drug and/or alcohol testing by a treating medical facility during the course of treatment following an "accident", or refusal to allow the Town access to medical records containing the results of such tests, or any attempt by an employee to block the release of such specimens or medical records;
- Failed to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process); or
- Is reported by the MRO as having submitted or attempted to submit a verified adulterated, diluted, or otherwise altered or substituted specimen.

## **9. *Challenging Drug Test Results***

Within five (5) working days after receipt of a positive confirmed test result from the testing laboratory, the Town will inform the employee in writing of such positive test results and the consequences of such results. The Town shall provide to the employee, upon request, a copy of the test results.

Within five (5) working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the Town explaining or contesting the test results, and explaining why the result should not constitute a violation of this policy. If the employee's or job applicant's explanation or challenge is unsatisfactory to the Town, the employee will be notified by the Town in writing within 15 days of the date the challenge was received and will be subject to discipline under this policy. At that time, the employee will be provided with a copy of the confirmed positive test result and the name and address of the laboratory. Any employee or job applicant may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration.

An employee or job applicant has 180 days after receiving written notification of a positive confirmed test result to have the sample retested at his/her own expense at another licensed or certified laboratory chosen by the employee or job applicant.

All employees or job applicants must notify the laboratory of any administrative or civil action brought pursuant Florida's Drug Free Workplace Act.

Employees are solely responsible for all costs associated with any challenge.

#### **10.     *Testing Location and Medical Review Officer***

Employees or job applicants will be sent for drug testing at:  
MD Now Urgent Care, 1625 S Federal Hwy, Boynton Beach, FL 33435; (561) 945-0544

The Town's Medical Review Officer is:  
Human Resources Administrator or Designee

Employees may check with the HR Administrator as needed for any updated information.

#### **11.     *Employee Rights***

The Town will not discharge, discipline or otherwise discriminate against an employee solely because the employee voluntarily sought treatment where the employee had not previously tested positive for drug use, entered an EAP, or entered a drug or alcohol rehabilitation program.

#### **12.     *Employee Assistance Program***

The Town maintains an Employee Assistance Program (EAP), which provides help to employees who suffer from drug and alcohol abuse. However, it is the responsibility of each employee to seek assistance from the EAP before alcohol and drug problems lead to disciplinary actions. The employee's decision to seek prior assistance from the EAP program will not be used as the basis for disciplinary action and will not be used against the employee in a disciplinary proceeding. Once a violation of this policy occurs, subsequently using the EAP on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action, including immediate termination. Employees may obtain the contact information for the Town's EAP provider from the Human Resources Administrator.

Employees may also consult other programs such as:

- Narcotics Anonymous Help-line: 561-848-6262
- Drug Abuse Foundation of Palm Beach County: 561-278-000
- Palm Beach Al-Anon/Al-a-Teen Information Service: 561-882-0308
- Alcoholic Anonymous (Palm Beach County): 561-655-5700
- Comprehensive Alcoholism Rehabilitation Program: 561-844-6400

The Town does not promote or recommend any specific program or organization for treatment. Other options for treatment can be located online or through various social service organizations.

#### **13.     *Consequences of Policy Violations***

Any violation of this policy may result in immediate termination of employment.

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

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**Meeting Date: March 7, 2022**  
**Subject: Updates to the Salary Range Chart**

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Mayor & Commissioners:

In accordance with the newly adopted Police union contract, the salary range chart needs to be updated for Police Officers and Sergeants as follows:

Police Officer current range: \$54,500 to \$86,500  
Police Officer updated range: \$54,500 to \$94,000

Sergeant current range: \$67,500 to \$97,500  
Sergeant updated range: \$72,000 to \$104,000

Also, a change is being made to the top-out situations. The current language reads: "Topped out employee's maximum salary never increases; however, employee receives up to 5% stipend annually based on evaluation.

The proposed language reads: "Topped out employee's receive 2% COLA based on evaluation in lieu of merit increase". This change is in the best interest of the Town.

Research was performed by Management and the Labor Attorney during contract negotiations which supports these changes, and we recommend approval.

**Suggested Motion: I move to approve the salary range chart as presented.**

Respectfully,



Tracey L. Stevens, MMC  
Town Manager & Finance Director

## TOWN OF OCEAN RIDGE SALARY RANGES

RANGE	POSITION	MINIMUM SALARY	MAXIMUM SALARY
1	ADMINISTRATIVE ASSISTANT	\$ 37,500	\$ 58,500
2	ASSISTANT TOWN CLERK	\$ 38,500	\$ 59,500
3	MAINTENANCE I	\$ 39,500	\$ 60,500
4	DISPATCHER/CLERK	\$ 42,500	\$ 68,500
5	PUBLIC WORKS I	\$ 44,500	\$ 70,500
6	EXECUTIVE ASSISTANT	\$ 45,500	\$ 71,500
7	MAINTENANCE II	\$ 46,500	\$ 75,500
8	BUILDING CLERK	\$ 47,500	\$ 82,500
9	DEPUTY TOWN CLERK	\$ 48,500	\$ 83,500
10	PUBLIC WORKS II	\$ 51,500	\$ 85,500
11	POLICE OFFICER	\$ 54,500	\$ 94,000
12	INVESTIGATOR	\$ 57,500	\$ 88,500
13	DISPATCH MANAGER	\$ 60,500	\$ 90,500
14	PUBLIC WORKS SUPERVISOR	\$ 61,500	\$ 91,500
15	TREASURER/HUMAN RESOURCES ADMIN	\$ 61,500	\$ 91,500
16	SERGEANT	\$ 72,000	\$ 104,000
17	TOWN CLERK & DEPUTY TREASURER	\$ 75,000	\$ 115,000
18	LIEUTENANT	\$ 85,000	\$ 125,000
<b>DEPARTMENT HEADS</b>			
19	BUILDING OFFICIAL	\$ 85,000	\$ 125,000
20	CHIEF OF POLICE	\$ 105,000	\$ 157,000
21	TOWN MANAGER & FINANCE DIRECTOR	\$ 125,000	\$ 185,000

Note 1: If a new employee is hired with required position certifications already obtained, the minimum salary may be increased by 5% upon hire at the discretion of the Town Manager.

Note 2: Topped out employee's receive 2% COLA based on evaluation in lieu of merit increase.

Note 3: Salaried positions are: Town Manager, Chief of Police, Building Official Lieutenant, Town Clerk/Deputy Treasurer

Adopted by the Town Commission on November 1, 2021

**Date: February 24, 2022**  
**To: Honorable Mayor and Commissioners**  
**From: Durrani Guy, Building Official**  
**Re: Revision to the Construction Site Management Handbook**

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Mayor and Commissioners,

Attached please find the proposed changes to the Construction Site Management Handbook. The changes are as follows:

- Revision date;
- Changing witness signature to property owner's signature;
- Added place for contractor and property owner's initials at the bottom of each page;
- Added a few sentences about requiring MOT plan under Number 8. Parking;
- Added wording about certificates of completions and certificates of occupancy requirements under Number 15. Occupancy.
- Added updated picture to Appendix A, Appendix B, and added Code Enforcement Fines and Community Standards Citations Fee Schedule.





## TOWN OF OCEAN RIDGE

### CONSTRUCTION SITE MANAGEMENT HANDBOOK

I \_\_\_\_\_, swear (affirm) that I have read the Town of Ocean Ridge's Construction Site Management Handbook in its entirety and do hereby agree to comply with all provisions in this document and the provisions of the Florida Building Code CHAPTER 33 SAFEGUARDS DURING CONSTRUCTION. I further understand that I am responsible for all citations issued for violations of the provisions of this handbook.

_____ Permit Address	_____ Permit #
_____ Contractor/Qualifier's Signature	<del>Witness</del> <u>Property Owner's</u> Signature
_____ Date	_____ Date

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

Revision Date: ~~February-March 2024~~ 2022

TOWN OF OCEAN RIDGE  
CONSTRUCTION SITE MANAGEMENT HANDBOOK

# MUST BE POSTED AT JOB SITE WITH PERMIT

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

| Contractor's Initials   Owner(s) Initials

## TOWN OF OCEAN RIDGE CONSTRUCTION SITE MANAGEMENT HANDBOOK

### I. INTRODUCTION

This handbook has been developed by the Town of Ocean Ridge to familiarize contractors with the Town's rules and regulations regarding construction sites and to minimize problems and delays in completing construction projects. The Town of Ocean Ridge is situated in a delicate microhabitat. Normal rules of construction will result in irreparable damage to our environment and as such this document is intended for you to, understand and respect the uniqueness of this locale and to conduct yours and your clients' improvement in a non-volatile manner. The Town is fully aware that building construction is a complex and difficult process even under the best of conditions. Problems do and will arise. However, through careful thought and planning prior to beginning the process, the Town believes the number and severity of problems can be reduced or avoided altogether. The Contractor is responsible for understanding the provisions of this handbook as well as abiding by the provisions of the Florida Building Code CHAPTER 33 SAFEGUARDS DURING CONSTRUCTION.

This handbook addresses the most common problems experienced by contractors, residents and the Town government during construction projects. While the handbook is comprehensive and its rules and regulations apply to all construction sites, the Town intends to administer it using a cooperative, common sense approach. Just as the type and degree of potential problems vary greatly from site to site, so too will the administration of these rules and regulations vary. Accordingly, all parties are encouraged to focus on the *objective* of a particular rule or regulation rather than on the specific *methods* suggested for achieving that goal. If there is a better method, it will be considered. With the help of all parties, the Town believes the handbook can be administered fairly, while also permitting a great deal of flexibility.

The Town Building Official has been charged with implementing these rules and regulations and all questions and comments should be directed to him/her. However, any Contractor who is aggrieved by the Building Official's application of these regulations may appeal to the Town Manager for relief, any appeal from the Town Manager's decision shall be pursuant to the Town Code of Ordinances. Please note, however, that while the Building Official has the primary responsibility for enforcing these rules and regulations, the Police Department and Town Manager may also enforce these provisions.

### II. APPLICABILITY

The rules and regulations in this handbook shall apply to all construction sites and **shall become a condition of the building permit**. A construction site is any real property, dwelling unit, structure or building for which one or more building permits has been issued by the Town, including those with inactive or expired building permits where construction activities have been initiated but not completed. Failure to follow these regulations, or any plans and documents approved by the Town pursuant to them, may result in a stop work order by the Town, and repeated violations may result in the revocation of all building permits.

For purposes of administering this handbook **the Contractor paying the fee and property owner shall be jointly accountable** for all responsibilities assigned by this

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handbook to the "Contractor." However, to avoid confusion and delays, a principal contact with either the Contractor or the Property Owner should be established with the Town at the time the primary building permit is issued.

### III. PRE-CONSTRUCTION MEETING

Prior to making an application for a building permit, contractors are encouraged to meet with Town staff to review the applicable rules and regulations contained in this handbook. Construction site plans, other drawings and/or documents pertinent to construction operations may be required before the building permit can be issued. Compliance with these rules and regulations shall become a condition of the building permit, **and acceptance of the building permit by the Contractor shall serve as an acknowledgement of this condition.**

### IV. RULES AND REGULATIONS

#### 1. OFF-SITE DAMAGE

The Contractor shall be responsible for all off-site damage to roads, rights-of-way, easements, utilities and private property caused by any activity related to his/her construction site. This includes damage by his/her employees, sub-contractors and suppliers. The Town may impose a construction bond as specified in Sec. 65-61 Town Code of Ordinances.

Several of the rules and regulations in this handbook are intended to prevent or minimize off-site damage. **Accordingly, the Contractor needs to inform all employees, sub-contractors and suppliers of these rules and regulations and the high potential for off-site damage due to the presence of narrow streets, tight corners, and extremely soft shoulders.**

The above notwithstanding, the Town recognizes that accidents can happen. In those instances, the contractor needs to take the following actions:

1. Inform the Town Police Department immediately as to the location and extent of the damage.
2. Inform the Town as to how the incident occurred and the parties involved.
3. Inform the Town as to the corrective actions that will be taken and when they will be completed. (All repairs should be made within 24 hours or as soon as practical.)
4. Inform the Town as to the actions to be taken to prevent the accident from occurring again in the future.

If the above actions are followed, there should be few problems. However, repeated damages, particularly of the same type, such as running off the road, will not be tolerated even if they are continually repaired. It is the Town's goal to **prevent** off-site damages, not to simply repair them when they occur.

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## 2. VEGETATION PROTECTION

Prior to beginning any site work, all existing vegetation to be maintained or relocated shall be fenced or otherwise protected from damage, including the provision of temporary irrigation where necessary and shall be in accordance with Section 67-8 of this Code.

## 3. PERMIT POSTING

All Town building permits shall be posted in a single, conspicuous location at the front of the site and in accordance with Section 67-59 of this Code. One complete set of approved plans shall be maintained on-site at all times.

## 4. TRAILERS/DUMPSTERS/PORTABLE TOILETS

Construction trailers, dumpsters and/or portable toilets shall be used provided the requirements listed below are met. Prior to locating any of these facilities on a site, a plan indicating their locations and other pertinent information shall be submitted to the Building Official for approval. Prior to the issuance of certificate of occupancy/completion, all such facilities shall be removed from the site.

### Trailers

Shall be allowed in accordance with Section 67-9 of the Town Code.

### Dumpsters

Roll-off dumpsters shall be provided on all sites as follows:

1. Dumpsters shall be positioned perpendicular to the street or otherwise be screened from view from the street.
2. Dumpsters shall be located at least 10 feet from all property lines.
3. Trash piles, other than vegetation, are prohibited.
4. Burning of any material is prohibited.

### Portable Toilets

Portable toilets may be permitted provided the following are met:

1. Shall not face the street.
2. Shall be located at least 10 feet from all property lines.
3. Shall be screened from the public.

## 5. SIGNS

Signs shall be posted in accordance with the Town's sign code.

## 6. EROSION AND STORMWATER CONTROL

Appropriate erosion and stormwater control methods shall be used during construction to prevent adverse impacts to neighboring properties and adjoining streets and shall be in accordance with Section 67-7 of the Town Code. This may necessitate the creation and maintenance of temporary swales, retention areas and/or berms. Further, the Contractor must show all drainage structures located in the public right-of-way that are located within 300 feet of the property. The Contractor shall be required to install silt fences or other protective measures around such drainage structures if required by the Town.

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To prevent dirt from being tracked onto adjoining streets, parking areas should be covered with appropriate, compacted materials. **Dirt and mud or construction material tracked onto adjoining streets shall be immediately removed in accordance with Code Section 67-1, and shall also be swept daily, and hosed or mechanically cleaned weekly if necessary.**

**When deemed necessary during construction and prior to the final approval, all Town stormwater infrastructure and outfall in the right-of-way shall be vacuumed out to remove silting in the system due to construction activity.**

## 7. WORKING HOURS

The working hours specified in Section 34-83 of the Town Code shall be strictly observed.

## 8. PARKING

### On-Site Parking

All vehicles associated with the construction or construction personnel shall be parked completely on the construction site and/or an alternate location approved by the Building Official. A maintenance of traffic plan (MOT) will be required if deemed necessary by the Building Official and/or Traffic Engineer. On-site parking areas should be covered with a suitable, compacted material to prevent dirt and mud from being tracked or washed onto adjacent streets and properties. Washing or repairing vehicles anywhere in the Town is prohibited. A maximum number of on-site parking passes will be determined by the Building Official based on the approved site plan. Approved on-site parking passes will be provided at no additional cost at a pre-construction meeting after the approval of a major construction permit. The passes must be placed on the dashboard of each vehicle when parked on-site.

### Alternate Parking Sites

Alternate parking sites may be approved by the Building Official and/or Police Chief provided the following requirements are met:

1. The owner of the alternate parking site has granted written permission.
2. The alternate parking area is composed of a suitable, compacted surface.
3. The parking area is prepared in such a manner so as to prevent erosion and stormwater runoff onto streets and neighboring properties.
4. No significant vegetation (non-invasive trees or shrubs with a caliper of 4 inches or greater) or topographic features shall be removed or disturbed.
5. Alternate parking sites shall be used for parking only. Washing or maintaining construction-related vehicles is prohibited as are all other activities related to the construction site.
6. Alternate parking sites shall be kept free of litter and other debris.
7. A plan shall be prepared showing the number and location of vehicle parking spaces. A maximum number of alternate-site parking passes will be determined by the Building Official based on the approved plan. Approved alternate-site parking passes will be provided at no additional cost at a pre-construction meeting after the approval of a major construction permit. The passes must be placed on the dashboard of each vehicle when parked at the alternate-site.

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8. Use of the alternate parking site shall not cause a traffic hazard or cause a significant disruption to the privacy and peaceful enjoyment of neighboring properties.
9. Prior to the issuance of certificate of occupancy/completion for the construction site, the alternate parking site shall be restored to a condition and appearance better than or equivalent to the condition and appearance prior to the use as an alternate parking site.

#### Parking in the Public Right of Way

Parking in the public right of way is prohibited unless allowed by the Building Official. In order to be able to park in the public right of way the contractor/owner must provide sufficient documentation/information to the Building Official that he/she is unable to accommodate all of the vehicles associated with the construction activity on the site. If the Building Official allows parking in the public right of way, it shall be through the issuance of a public right of way parking pass. The Building Official may approve a maximum of two Right-of-Way parking passes if he/she determines that it will not be detrimental to the community, and the applicant provides proper documentation and pays the fees. The permits may be issued per construction site and the permits must be placed in the dashboard of each vehicle. If the permit is not visible or if a vehicle fails to have a permit the Town may take whatever action is legally allowed including, but not limited to, code enforcement action and issuing stop work orders for the entire construction site. No certificate of occupancy/completion shall be granted until any and all damage, caused by the parking of the construction vehicles in the public right of way, has been repaired to the satisfaction of the Building Official. All passes expire within 180 calendar days after issuance.

### **9. NOTICE TO ADJACENT PROPERTY OWNERS**

The person making or causing an excavation or demolition to be made shall provide written notice to the *owners* of adjoining buildings advising them that the excavation is to be made and that the adjoining buildings should be protected. Said notification shall be delivered not less than 10 days prior to the scheduled starting date of the excavation or demolition. Copies of notices and mail receipts/signatures of receipts shall be maintained by the contractor or owner/builder for audit by the Town.

### **10. PROTECTION OF ADJOINING PROPERTY/FLOOD MITIGATION**

All public and private lots abutting construction site shall be protected from damage during construction, remodeling and demolition work. Protection shall be provided for footings, foundations, party walls, chimneys, skylights and roofs. Provisions shall be made to control water runoff and erosion during construction or demolition activities.

### **11. TRUCKS**

Due to the narrow streets, tight corners, very soft shoulders, and instable road-base conditions in Town, semi-trailers and trucks over 9 tons (when loaded) are discouraged on all Town streets. Accordingly, contractors are strongly encouraged to use smaller vehicles and notify their suppliers to do likewise. In the event an alternate delivery vehicle cannot be arranged, all semi-trailers and trucks over 9 tons (when loaded) shall notify the Police Department of their pending arrival at least 24 hours in advance. Further, **the drivers of**

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such vehicles and the general contractor shall be responsible for any and all damage caused to rights-of-ways, roads, utilities, and private properties.

## 12. LOADING AND UNLOADING

Shall be in accordance with Sections 64-48 and 67-6 of the Town Code.

## 13. BUILDING MATERIALS STORAGE AND SITE MAINTENANCE

Storage and site maintenance shall be in accordance with Section 67-1 of the Town Code.

## 14. NOISE

Noise restrictions shall be in accordance with Section 34-83 of the Town Code.

## 15. OCCUPANCY

Occupancy of any structure without a Certificate of Completion or Certificate of Occupancy is prohibited. This prohibition includes the temporary occupation of the structure under construction by security or other personnel. Full or partial renovations that affect sleeping areas and new structures shall not be occupied until a Certificate of Completion or Certificate of Occupancy has been granted as per Florida Building Code 7<sup>th</sup> Ed. (2020) 111.1, 111.3, and 111.5.

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A Temporary Certificate of Occupancy/Completion application may be submitted to the Building Official for review and approval prior to occupancy.

## 16. EMERGENCY MEASURES DURING STORM EVENTS

Removal and securing of construction materials during tropical storm and hurricane warning or watch shall be in accordance with Section 67-3 of the Town Code.

## 17. TEMPORARY FENCING

Fencing shall be installed in accordance with Section 67-4 of the Town Code.

## V. FINES AND PENALTIES

Failure to comply with the rules and regulations contained in this handbook, or with the plans and documents approved by the Building Official pursuant to+ this handbook, may result in fines assessed against the property, a Stop Work Order being issued or revocation of building permits. For the purposes of this handbook, uncorrected violations shall be considered separate violations for each day they go uncorrected. Violations may be issued by the Building Official, any Town Police Officer, or the Town Manager; however, all offenses/warnings shall be cumulative regardless of who issued them.

## VI. LIGHTING

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Construction lighting is subject to approval from the Building Official and shall not adversely affect neighboring properties.

The above notwithstanding, nothing herein shall preclude the Town or its employees from taking any and all actions permissible under federal, state and local laws to enforce, cite or correct violations of federal, state or local laws which may or may not be covered in this handbook.

## Appendix A

### CHAPTER 4: BEST MANAGEMENT PRACTICES FOR EROSION AND SEDIMENTATION CONTROL

#### Construction Specifications

##### Fabric Drop Inlet Sediment Filter

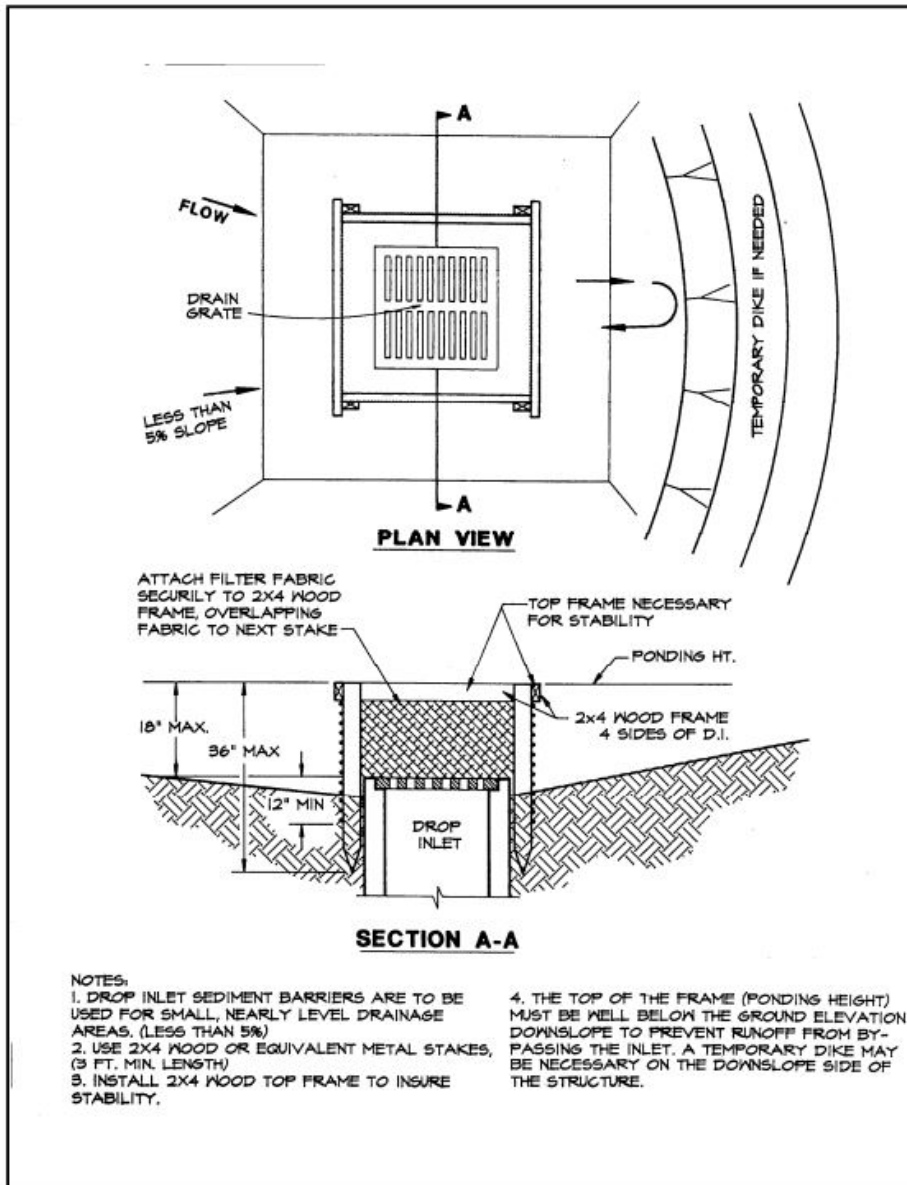
1. Fabric shall be cut from a continuous roll to avoid joints.
2. Stakes shall be 2 x 4 inches (5 x 10 cm) wood (preferred) or equivalent metal with a minimum length of 3 feet (90 cm) (see **Figure 4.5a**).
3. Staples shall be of heavy duty wire at least ½ inch (13 mm) long.
4. Stakes shall be spaced around the perimeter of the inlet a maximum of 3 feet (90 cm) apart and securely driven into the ground a minimum of 8 inches (20 cm). A frame of 2 x 4 inches (5 x 10 cm) of wood shall be constructed around the top of the stakes for proper stability.
5. A trench shall be excavated approximately 4 inches (10 cm) wide and 4 inches (10 cm) deep around the outside perimeter of the stakes (see **Figure 4.5b**).
6. The fabric shall be stapled to the wooden stakes, and 8 inches (20 cm) of the fabric shall be extended into the trench. The height of the filter barrier shall be a minimum of 15 inches (38 cm) and shall not exceed 18 inches (45 cm).
7. The trench shall be backfilled and the soil compacted over the fabric.



Formatted: Centered

Appendix B

Contractor's Initials      Owner(s) Initials



**Figure 4.5a. Silt Fence Drop Inlet Sediment Barrier**

Source: Erosion Draw

### Appendix C

### Code Enforcement Fines and Community Standards Citations Fee Schedule

Contractor's Initials \_\_\_\_\_ Owner(s) Initials \_\_\_\_\_

CODE ENFORCEMENT FINES		
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
COMMUNITY STANDARDS CITATIONS		
COMMUNITY STANDARDS CITATION, GENERAL, FIRST OFFENSE IS A WARNING, OR	\$ 25.00	16-24
COMMUNITY STANDARDS CITATION, GENERAL, SECOND OFFENSE	\$ 100.00	16-24
COMMUNITY STANDARDS CITATION, GENERAL, THIRD OFFENSE	\$ 250.00	16-24
COMMUNITY STANDARDS CITATION, GENERAL, FOURTH + OFFENSE	\$ 500.00	16-24
COMMUNITY STANDARDS CITATIONS, PENALTIES FOR CONTESTING, UP TO	\$ 500.00	16-24
DUMPSTER COVER VIOLATION, FIRST OFFENSE	\$ 50.00	
DUMPSTER COVER VIOLATION, SECOND OFFENSE	\$ 100.00	
DUMPSTER COVER VIOLATION, THIRD OFFENSE	\$ 200.00	
DUMPSTER COVER VIOLATION, FOURTH + OFFENSE	\$ 300.00	
OVERGROWN LOT ON CONSTRUCTION SITE, FIRST OFFENSE	\$ 50.00	
OVERGROWN LOT ON CONSTRUCTION SITE, SECOND OFFENSE	\$ 100.00	
OVERGROWN LOT ON CONSTRUCTION SITE, THIRD + OFFENSE	\$ 250.00	
CONSTRUCTION SITE PARKING, FIRST OFFENSE	\$ 50.00	
CONSTRUCTION SITE PARKING, SECOND OFFENSE	\$ 100.00	
CONSTRUCTION SITE PARKING, THIRD + OFFENSE	\$ 250.00	
CONSTRUCTION SITE WORK HOURS, FIRST OFFENSE	\$ 50.00	
CONSTRUCTION SITE WORK HOURS, SECOND OFFENSE	\$ 100.00	
CONSTRUCTION SITE WORK HOURS, THIRD + OFFENSE	\$ 250.00	
FOR THE VIOLATIONS LISTED BELOW, THE FIRST OFFENSE IS A WARNING OR \$25 CITATION;		
SECOND OFFENSE IS \$50 CITATION, AND THIRD + OFFENSE IS \$100 CITATION:		
POD WITHOUT APPROVAL		
DESCRIPTION	FEE	CODE SECTION
OVERNIGHT PARKING		
U-HAUL/COMMERCIAL VEHICLES		
BOATS/TRAILERS		
SIGNAGE VIOLATION (NON-CONTRACTOR)		
DOG ON BEACH		
TRASH VIOLATION		
OVERGROWN LOT - NON-CONSTRUCTION SITE		

Contractor's Initials \_\_\_\_\_ Owner(s) Initials \_\_\_\_\_



Ocean Ridge Town Hall  
6450 N. Ocean Blvd  
Ocean Ridge, FL 33435  
(561) 732-2635  
(561) 737-8359 fax

## Inter-Office Memo

Date: February 25, 2022

To: Tracey L. Stevens, Town Manager

From: William Armstrong, Public Works

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Subject 6885 N Ocean Blvd. Water Meter

I received a call from Boynton Water that the meter at 6885 N. Ocean Blvd is unable to be shut down and water turned off 100%. We contacted our service vendor LineTec to assess the problem, and upon digging up the water service they found an old galvanized 2 inch service from the main line. The old service needs to be abandoned and new one installed. In order to make repairs, the main line shut down is necessary from Island Dr. to Sabal Island Dr. A description of the work is attached.

The attached quote does not include repair of asphalt in FDOT right of way. The water line exists around 18" to 2' from the edge of the roadway. If it becomes necessary to encroach into the shoulder during the work, additional costs will be incurred.

The water is currently not leaking, however, the service needs to be replaced as soon as possible.

Options:

1. Proceed with current quote to perform the work now.
2. Wait until we replace the water line on the east side of A1A and perform the work at that time. However, if a water leak occurs before then, we will need to perform this work on an emergency basis.

Note that this work is exempt from going out to bid under Town Code section 2-217 (b) (5) as we are under contract with LineTec for potable water service repairs. However, we did receive a competing quote from Madsen-Barr which was higher.

Thank You,  
William Armstrong

## Estimate

Date	Estimate #
2/25/2022	9892

241 NW 18th Avenue | Delray Beach, FL 33444 | Ph: 888-879-8708 | Fax: 561.279.1044 | [www.linetecinc.com](http://www.linetecinc.com)

Name / Address	Terms	P.O. No.	Project
Town of Ocean Ridge 6450 N. Ocean Blvd Ocean Ridge, FL 33435	Net 30		6855 N Ocean Blvd, 6" Valve Inse...

Description	Cost	Qty	Total
This estimate is for the installation of two new 6" Insta valves (OD 6.75 -7.05) located at 6885 N Ocean Blvd in Ocean Ridge. Work will include excavation of existing 6" CI water main on the North and South sides of the driveway entrance to 6885 N Ocean Blvd to insert new 6" valves. The existing tap is a 6" X 2" saddle in very poor condition with a 2" galv nipple & 2" gate valve also in very poor condition. It will be necessary to install these two 6" valves to isolate the water to replace the 2" water service supplying this property. After the valves have been installed crews will return to isolate water with the new valves, remove the old saddle and install 6" repair clamp to abandon existing tap. Install new 6" X 2" saddle, complete 2" water tap, new 2" PE water service and 2" ball meter valve. Note: Paver bricks in the driveway will needed to be removed to abandonment existing tap and shall be re-installed as part of the restoration to complete this project.			
Furnish & Install 6" Insta valves	8,250.00	2	16,500.00
Terminate/Abandon existing 2" water service with 6" SS repair clamp	1,800.00	1	1,800.00
Furnish & Install new 2" water service with new 2" ball meter valve, excludes new meter box	4,500.00	1	4,500.00
Sod Restoration per square foot	2.50	87	217.50
Sod Restoration of existing paver bricks	500.00	1	500.00
MOT, Set up Cost (Two separate days)	800.00	2	1,600.00
Restoration of asphalt bike lane (Only if required based on valve insertions)	4,000.00	1	4,000.00
This estimate covers all labor, equipment, materials and restoration costs to complete this project, excluding any asphalt or concrete patching.			

In the event that this account needs to be turned over to a collection agency or needs to be given to an attorney for litigation you (client) shall be responsible for all collection costs plus all attorney fee's.

**Total** \$29,117.50

Printed Signature \_\_\_\_\_ Signature \_\_\_\_\_

## Tracey Stevens

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**From:** William Armstrong  
**Sent:** Friday, February 25, 2022 11:38 AM  
**To:** Tracey Stevens  
**Subject:** FW: 6885 N Ocean

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**From:** William Armstrong <warmstrong@oceanridgeflorida.com>  
**Sent:** Friday, February 25, 2022 8:15 AM  
**To:** William Armstrong <warmstrong@oceanridgeflorida.com>  
**Subject:** 6885 N Ocean





William Armstrong  
Public Works

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

Town of Ocean Ridge

[6450 N. Ocean Blvd.](#)

[Ocean Ridge, FL 33435](#)

[561-732-2635](#) (Town Hall)

[561-737-8359](#) (Fax)

[561-738-ORFL](#) (Citizen Information Line)



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Ocean Ridge officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The views expressed in this message may not necessarily reflect those of the Town of Ocean Ridge. If you have received this message in error, please notify us immediately by replying to this message, and please delete it from your computer. Thank you.

# MADSEN /BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage

Broward: (954) 489-7773 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382

E-mail: johnbarr@madsenbarr.com



## COST ESTIMATE- FEBRUARY 22, 2022

**SOLD TO:** TOWN of OCEAN RIDGE  
6450 N. OCEAN BLVD.  
OCEAN RIDGE, FL. 33435

**ATTENTION:** MR. WILLIAM ARMSTRONG, PUBLIC WORKS

**SUBJECT:** TOWN of OCEAN RIDGE  
INSTALLATION 2 EA. 6-INCH INSERTION VALVES and 2-INCH WATER SERVICE  
and ABANDON EXISTING.

**LOCATION:** 6885 A1A

**SCOPE of WORK:** Mobilize, Notifications, MOT, Dewatering, Install Insertion Valves (2 EA.),  
Install 2-Inch Water Service and Abandon Existing, Restoration of All, Final Cleanup, Demobilize.

**CONTRACT:** CITY of BOYNTON BEACH, PROJECT # 019-2821-19/IT  
"REPAIRS and EMERGENCY SERVICES for WATER DISTRIBUTION,  
WASTEWATER COLLECTION and STORM WATER UTILITY SYSTEMS"

### FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GC-4	NON-Emergency Mobilization	1	LS	\$ 400.00	\$ 400.00
GC-7	Pre-During-Post Digital Photos	1	LS	\$ 415.00	\$ 415.00
GC-10	MOT (DOT Roadway)	1	EA.	\$ 1,125.00	\$ 1,125.00
GC-12	Density Tests	8	EA.	\$ 18.00	\$ 144.00
GC-13	Proctor Tests	1	EA.	\$ 150.00	\$ 150.00
SWR-143	6-Inch Insertion Valve	2	EA.	\$ 6,950.00	\$ 13,900.00
WTR-22	Additional Crew Hours	8	HR.	\$ 915.00	\$ 7,320.00
WTR-23	DIP Fittings for Water Main	.07	TN.	\$ 7,975.00	\$ 558.25
WTR-93	Single Water Service	1	EA.	\$ 3,365.00	\$ 3,365.00
R-13	Sod replacement	400	SF	\$ 4.15	\$ 1,660.00
R-17	Remove/Dispose Asphalt	5	SY	\$ 22.00	\$ 110.00
R-21	Asphalt Type S-III	5	SY	\$ 85.00	\$ 425.00
R-28	8-Inch Limerock Base	10	SY	\$ 53.00	\$ 530.00
R-29	Compacted subgrade, 98% T-180	5	SY	\$ 23.00	\$ 115.00
R-32	Paver Bricks remove/replace	50	SF	\$ 72.25	\$ 3,612.50

**TOTAL COST ESTIMATE \*\*\*\*\* \$ 33,829.75**

**NOTES:** 1.) PERMITS and/or FEES NOT INCLUDED.  
2.) PHOTOS ATTACHED.





**John Barr**  
*President*

**MADSEN /BARR CORPORATION**  
Engineering Contractors • Sewer • Water • Drainage

CELL: (954) 401-6758  
EMAIL: [johnbarr@madsenbarr.com](mailto:johnbarr@madsenbarr.com)

**SOUTH OFFICE**  
3600 State Road 7 (441) Ste. 311  
Miramar, FL 33023

**NORTH OFFICE (ACCOUNTING)**  
12113 Indian Mound Road  
Wellington, FL 33449



Date: February 25, 2022  
To: Honorable Mayor and Commissioners  
From: Ric Carey, Planning and Zoning Commission Vice Chair  
Re: Report of the February 22, 2022 Planning & Zoning Commission Meeting

The Planning & Zoning Commission reviewed the following at its January 22, 2022. Date was changed due to the President's Day Holiday. The members present for the meeting were:

All regular members and Alternate Members were present.

**Public Comment:**

None

**Approval of Minutes:**

1. The minutes of January 24, 2022 were approved as submitted.

**Discussion / Action Items:**

2. Quasi-Judicial Hearing: 113 Island Drive S. Landscape Plan
  - a. Town Clerk Armstrong and Zoning Official Palacios introduced the project.
  - b. The applicant's Landscape Architect could not attend, but a representative for the project was present.
  - c. The Commission approved the landscape plan presented with the following conditions:
    - I. Relocate the 4 Montgomery Palms adjacent to the southwest property line out of the drainage area and closer to the primary structure.
    - II. Applicant agreed to add 6-8 Travelers Palms to southwest building façade (to supplement 4 Montgomery Palms).
    - III. If the existing 48" Triple Royal Palm Cluster has to be removed, then a mature shade tree must be used in its place (meeting minimum code height requirement).
    - IV. Preservation of existing trees on site is priority. If the remaining Gumbo Limbo needs to be moved for drainage purposes, then it needs to be relocated within the property.

All conditions were accepted by the applicant.

3. Proposed Flat Roof Ordinance

- a. Town Attorney Goddeau introduced a proposed ordinance adding language to allow flat roofs throughout town.
- b. The Board discussed the proposed ordinance, and asked for the following changes to be incorporated:
  - i. Only focus on RSE and RSF zoning districts at this time.
  - ii. Parapets will not be allowed on pitched roofs.

- iii. Parapet height for flat roofs shall be 32”.
- iv. Elevator bulkhead will not be permitted on the roof.
- v. Subsection 2 and 3 under 67-37 may need to be removed since no items shall be permitted on flat roofs.
- vi. The definition of a flat roof will be according to the Florida Building Code.

4. Administrative Variance

- a. Town Clerk Armstrong introduced the item.
- b. There was consensus from the board to change the administrative variance ordinance to only allow the administrative official to review applications where the proposed addition is being added to the same yard where the existing encroachment is located.
- c. The board discussed changing the calculation from the five percent of the property's total setback area to five percent of the yard where the encroachment is located. The board decided to continue with the current language and not change.

**Commissioner Comments/Recommendations:**

- Vice Chair Carey stated that the Landscape code needs to be revised and strengthened. Town Manager Stevens notified that the Landscape code is already being reviewed by staff and changes will be forthcoming that would strengthen the code.
- Member Hutchins stated that many contractors or companies throughout Town are not taking responsibility for damaging Town and residents’ property. He showed pictures of damaged lawns and broken sidewalks. He asked Town Manager Stevens for advice on this matter. Town Manager Stevens stated that there is a Code Enforcement Officer assigned and that residents should call when they see an issue occurring so the Officers can respond while it is occurring, or contact staff if the resident has proof of who did the damage. If the company is caught in the act or there is proof that they have done it, then there will be the ability to penalize them.
- Chair Marsh asked Building Official Guy about the substantial improvement calculation. Building Official Guy stated that it is calculated at 50% of the improvement value (structure only) and not the land value. Town Manager Stevens commented that it is very important that residents take responsibility for obtaining the proper permits for substantial improvements and gave the example that if there are five houses on a street and four have been re-built or substantially improved and brought up to code, and the one house left on the street did interior improvements without the proper permits and avoided bringing the property up to code with the proper elevations, then the Town will not be able to raise that road because it will adversely impact the property that did not come into compliance due to lower elevations. This could have an adverse impact on the rest of the neighborhood for a long period of time as sea levels continue to rise and we continually see nuisance flooding in the roadways.

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

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**Meeting Date: March 7, 2022**  
**Subject: Town Manager's Report**

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Mayor, Commissioners & Residents of Ocean Ridge:

The Town is currently under contract to purchase land in Ocean Ridge, with a 60 day due diligence period in order for the Town Commission to have the opportunity to hear from residents and either vote for or against the contract. The property consists of 8.95 acres of land and the contract price is \$1,999,000. I have attached the Legal Notice regarding this purchase, along with information regarding the benefits of the purchase to the Town and its residents.

Repairs on the Island Drive, Sabal Island Drive, and Inlet Cay Drive bridges will commence on March 15<sup>th</sup> with a duration of approximately 90 days. A memo from the Town Engineer is attached with the details.

The Town and Ocean Ridge Garden Club are sponsoring the "Save the Seas – Plastics Free" event on Saturday, April 2<sup>nd</sup> here at Town Hall. Please join us for a day of fun-filled and educational activities. The event flyer is attached with more details.

In the month of February, we celebrated the employee anniversary of our Police Investigator Aaron Choban, who has served the Town for the past 4 years; along with Police Officer Lequandra Beckford who has served for 4 years; Dispatch Manager Jessica Simpson who has served for 17 years; and Dispatchers Valentina Clouse and Kristen Moretti who have both served for 1 year. We thank them all for their service and dedication to the Town of Ocean Ridge!

On March 14-18, 2022, the Florida Government Finance Officers' Association is sponsoring Government Finance Professionals Week, a weeklong series of activities aimed at recognizing government finance professionals and the vital services that they provide for local governments and the communities in which they serve. During this week, government finance professionals throughout the state will be recognized, and I would like to take this opportunity to thank our Treasurer, Jean Hallahan for her hard work and dedication to the Town.

It has recently been brought to my attention that bicycles, motorcycles and scooters are being driven on the Town's crossovers and potentially damaging them. I am recommending that we address this in the Town's Code of Ordinances so we have legal authority to prevent this in order to protect the Town's investment in the crossovers and provide an extra layer of safety there, while also preventing a potential liability issue for the Town.

Respectfully,



Tracey L. Stevens, Town Manager & Finance Director

## PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Ocean Ridge, Florida, at a Regular Town Commission Meeting to be held on **Monday, April 4, 2022 at 6:00 P.M.** in the Commission Chambers of the Town Hall, Ocean Ridge, Florida, will have on the agenda for its consideration an option contract for the purchase of the following generally described vacant real property in the Town of Ocean Ridge:

Ten (10) acres off of the North side of that part of the Southeast quarter of the Southwest quarter of Section 22, Township 45 S. of Range 43 E. lying East of the Florida Coast Lien Canal, except that portion containing 1.05 acres deeded to the United States of American in an easement deed dated May 8, 1931 and more particularly described as follows: Commencing at the Southwest corner of said Section 22, for a Point of Reference, and run thence along the South line of said Section 22, South 89°39'17" East One Thousand Six Hundred Ninety-Eight and Forty-One hundredths feet to an intersection with the Easterly Right-of-Way line of the Intracoastal Waterway; Thence along said Easterly Right-of-Way line, North 7°31'41" East 850.71 feet to an intersection with the South line of the above described 10 acres, for a Point of Beginning;

From said Point of Beginning run thence along said South Line North 89°31'12" west 100.76 feet to an intersection with the Easterly line of the Florida East Coast Canal Right-of-Way; thence along said Easterly line, North 7°31'41" East 458.73 feet to an intersection with the North line of said 10 acres; thence along said north line, South 89°31'12" East 100.76 feet to an intersection with the Easterly Right-of-Way line of the Intracoastal Waterway; Thence along said Easterly Right-of-Way line South 7°31'41" West 458.73 feet to the Point of Beginning.

Parcel Control Number: 46-43-45-22-00-000-7010

ALL PERSONS INTERESTED IN PROVIDING PUBLIC COMMENT ON THIS MATTER may appear before the Town Commission at the time and place aforesaid and be heard.

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE 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 3 DAYS PRIOR TO THE REGULAR COMMISSION MEETING IN ORDER TO REQUEST SUCH ASSISTANCE.

Dated: February 24, 2022

Publish: Town Hall and Town website

Publish Date: February 24, 2022

TOWN OF OCEAN RIDGE, FLORIDA

Karla M. Armstrong

Karla Armstrong, Town Clerk

THIS NOTICE IS PROVIDED PURSUANT TO SECTION 166.045, FLORIDA STATUTES.

The Town is currently under contract to purchase land in Ocean Ridge. The following points support the purchase of the Priest Property:

1. Purchase will Boost the Town's CRS Rating and Lower Flood Insurance Rates for Residents

Purchasing the property will also have the beneficial effect of boosting the Town's CRS ratings in the National Flood Insurance Program in order to gain additional savings on flood insurance rates for its residents, while also preserving the character of the Town and controlling the population and number of dwelling units per our already established Comprehensive Plan cap of 1,730 dwelling units.

2. Purchase Supports County Requested Re-Zoning

Palm Beach County & Spanish Creek, LLC, have both applied to the Town to re-zone their properties from Residential Single Family to Preservation/Conservation in the area to the west and northwest of Town Hall in order to preserve the precious mangrove areas and related marine habitats and resources. The Town would like to join in expanding this Preservation/Conservation area by purchasing the property north of the Palm Beach County property.

3. Purchase Supports Comprehensive Plan Policies and Coastal Resilience Partnership Strategies

- a. Protection of mangroves is key to the Town's environmental health, our resiliency strategies, and is a policy objective in the Town's Comprehensive Plan's Conservation Element and Coastal Management Element. With the ability to store vast amounts of carbon, mangrove forests are key weapons in the fight against climate change. The thick, impenetrable roots of the mangrove forests are vital to the Town's shoreline community as a natural buffer against storm surges (to help with flooding), which is an increasing threat due to rising sea levels. The dense root systems of mangroves inhibit the flow of tidal water, act as a natural filter for pollutants, and encourage the deposition of nutrient-rich sediments, while also offering critical nursing environments for juveniles of thousands of fish species.
- b. Further, consistent with key policies in the Town's Comprehensive Plan, the Town recently joined the Coastal Resilience Partnership (CRP) along with Palm Beach County and five other jurisdictions to perform a climate change vulnerability assessment. According to the assessment, the objectives of the Town are to



improve resiliency and address vulnerabilities through the establishment of Adaptation Action Areas (AAAs), or a similar geographic concept as defined by the Town, to identify areas that experience coastal flooding, storm surge and sea level rise and use the AAAs to provide targeted strategies improving resilience, reducing risks, prioritizing funding, creating adaptation planning standards and sharing information. Thus, the Town needs to address the vulnerabilities of neighborhoods or portions of neighborhoods due to coastal flooding, storm surge and sea level rise within the community by establishing Neighborhood AAAs and a map indicating those locations that are at risk by 2040. The property at issue will likely serve as a part of an AAA under the assessment.

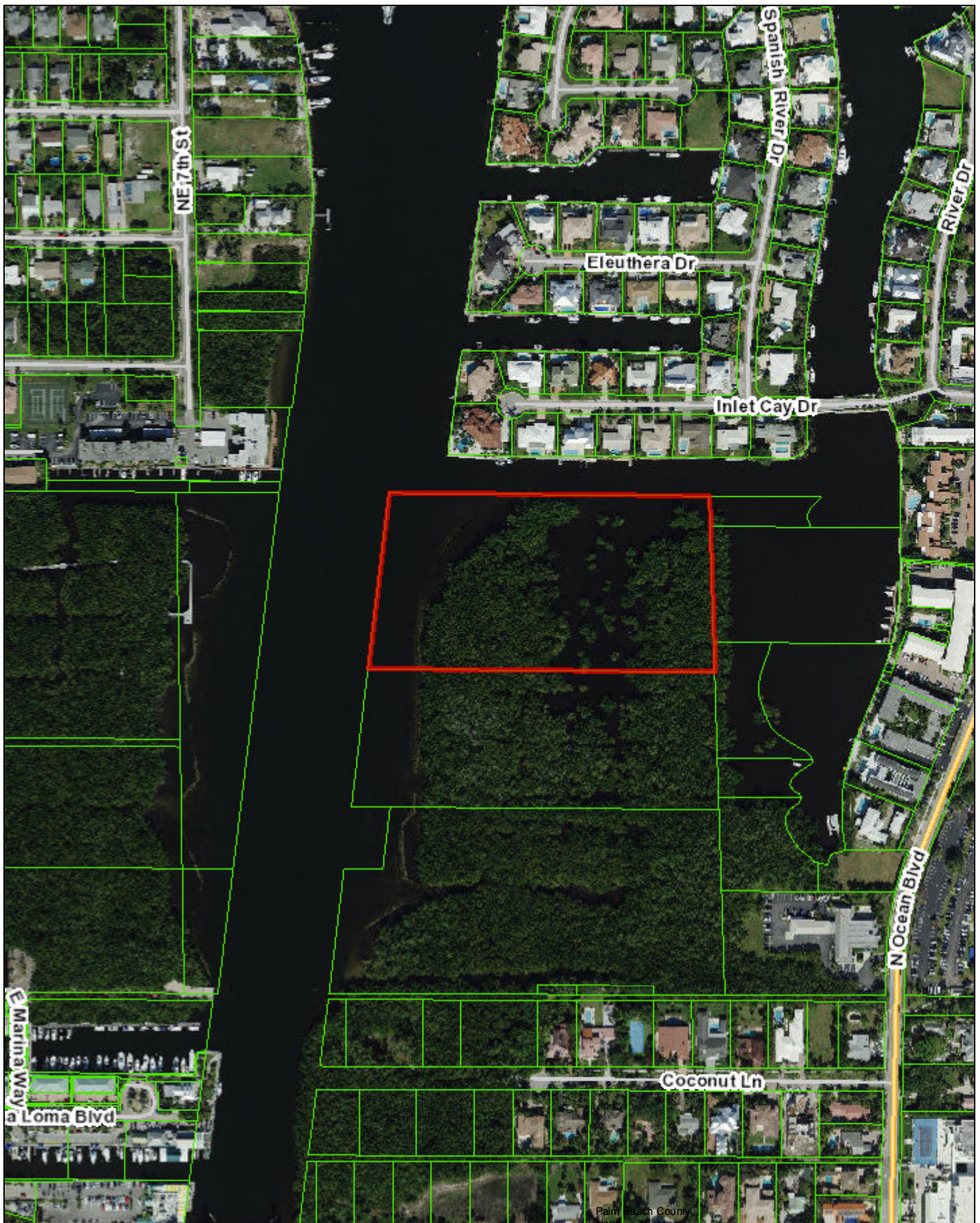
#### 4. Purchase Addresses Potential Building, Development, and Flooding Issues

The Town is cognizant of the fact that building on submerged lands or areas with a muck base poses future drainage problems for residents, as we are already experiencing in some areas. Certain areas in Town are continually inundated with water during high tides and moderate to heavy rains, causing nuisance flooding in the roadways. Expenses to the Town and its residents become exorbitant to maintain the drainage systems in these areas over time.

#### 5. Purchase Creates Other Opportunities

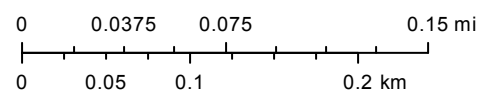
Once the Town purchases the property and re-zones the area to preservation/conservation, the Town may be able to utilize the property for mitigation or other conservation and preservation and potential recreational uses to benefit the residents of Ocean Ridge.

46434522000007010



March 1, 2022

1:4,514







Memorandum

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

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

**Subject:** FDOT Bridge Repairs- Notice of Construction

**Date:** February 23, 2022

**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.

The Town has contracted with Murray Logan Construction (MLC) to make the repairs. MLC is the firm who constructed the beach seawalls near Adams and Edith Streets.

Murray Logan Construction (MLC) will commence construction on March 15, 2022 with a completion time line of approximately 90 days.

Repairs will commence on Island Drive bridge first, then Sabal Island and Inlet Cay bridge last. Written notices will be mailed to all those affected by the construction. Construction signs will also be erected on all three Islands notifying residents. Residents on those Islands shall plan ahead for the potential of lane closures on the bridge throughout this construction time period.

The Town of Ocean Ridge continues to be proactive in our on-going effort to maintain the Town's infrastructure.



# Save The Seas - Plastics Free



**Come Join Us! Fun-Filled Day of Activities!**

**Saturday, April 2, 2022**  
**Ocean Ridge Town Hall**  
**6450 North Ocean Blvd.**



**8:30 AM** Beach Clean Up  
Sponsored by Surfrider Foundation

**10-11 AM** Plastics "Dump", Sort, Recycle  
Family activities, awards

**10 – 3 PM** Conservation Exhibitor Booths  
Music by Indigo Dreamers  
Food Truck by Nomad Surf Shop

**11 AM** Conservation Presentations  
**12 PM** PlasTrek 2019 – The Story, Bryan Galvin  
Surfrider Foundation,  
Rise above Plastics, Tom Warnke



Limited Parking  
Valet Available



Ocean Ridge Garden Club



Town of Ocean Ridge



Boynton Beach





# 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

## Monthly Activity Report for February 2022 Meeting

### Subjects;

1. Monthly Law Enforcement Activity Report  
(Please see attached detailed reports)
2. Monthly Boynton Beach Fire/EMS Activity Report  
(Please see attached detailed reports)

<b><u>ORPD Other Activity:</u></b>							
Type	Total	Days-Sgt. Stang	Days-Sgt. Pilon	Nights-Sgt. Roy	Nights-Sgt. Ermeri	ACE Units	Community Compliance
<b><u>Traffic</u></b>							
Citations	80	17	0	3	12	48	0
Written Warnings	215	32	5	12	37	128	1
Parking Tickets/Municipal Warnings	71	8	1	3	0	2	57
VTC's							84
Traffic Stops							184
<b><u>Arrests:</u></b>							
S19 Felony	0	0	0	0	0	0	0
S18 Misdemeanor	6	0	1	0	1	4	0
<b><u>Telephone Calls Handled by Dispatch:</u></b>							
<b><u>JANUARY 2022</u></b>	<b><u>Year to Date</u></b>						
9-1-1	29	29					
Incoming/Non-Emergency	635	635					
Outgoing/Non-Emergency	401	401					
PBX	307	307					
Total:	1372	1372					
<b><u>Walk-Ins Handled by Dispatch:</u></b>							
	<b><u>Year to Date</u></b>						
All	308	308					
After Business Hours	127	127					
Alarm Sign Issuance-	0						
Alarm Technician-	24						
AOD/Range Use-	1						
Burn Permit-	0						
Fingerprints-	3						
Keys-	5						
Pet Tag/Vehicle Decal-	7						
Report/Record Request-	10						
Vendors-	35						
Visitor for Chief-	3						
Visitor for Lt or Investigator-	5						
Visitor/Info-	201						
Gift/Food donation-	4						
Pick up Property/Evidence-	1						
Pill Drop-	9						

## BRINY BREEZES JANUARY 2022

Description	Signal	Count
ON FOOT W/PORTABLE	10108	42
POLICE SERVICE CALL	S68	1
OPEN DOOR	S48	1
ILLEGAL PARKING	S90	9
INFORMATION	S14	1
TRESPASS	S51	1
SUSPICIOUS INCIDENT	S13	1
SUSPICIOUS VEHICLE	S13V	1
SUSPICIOUS PERSON	S13P	1
ANIMAL COMPLAINT	S70	1
SPECIAL DETAIL	S15	2
WELFARE CHECK	S84	15
FLORIDA POWER LIGHT ASSIST	S88	1
MEDICAL CALL	S73	4
911 PRANK/FALSE/ACCID CALL	S79	2

Total Calls for Service	83
District Checks	264
Total Calls w/ DC's	347

## OTHER ACTIVITY

### Traffic

Citations	0
Written Warnings	2
Parking Tickets	5



## ACTIVITY SUMMARY BY SIGNALS

ALL UNITS From 01/01/2022 00:00 Through 01/31/2022 23:59

ACTIVITY SUMMARY BY SIGNALS		All Calls IN Signal Order
Signal	Description	Count
10108	ON FOOT W/PORTABLE	129
10109	VEHICLE MAINTENANCE	348
1040	MEAL BREAK	38
1050	TRAFFIC STOP	298
1058	AT STATION	51
1060	ASSIST TO MOTORIST	3
801	VTC PERMITS (BUILDING)	9
803	VTC OVERGROWN LOT	3
804	VTC SIGNS (ALL)	4
806	VTC WORKING WHEN NOT PERMITTED	5
807	VTC TRASH/GARBAGE	17
811	VTC TRAILERS	3
814	VTC OVERNIGHT PARKING ON STREET	1
815	VTC PARKING ON VACANT LOT	1
820	VTC ANIMALS ON BEACH	1
821	VTC DOGS AT LARGE	1
823	VTC CONSTRUCTION SITE	12
824	VTC ALL OTHER	5
829	VTC TREES IN WIRES	2
833	VTC CUTTING NATURAL VEGETATION	1
BCHK	BEACH PATROL	93
DC	DISTRICT CHECK	1274
HCKH	HOUSE CHECK HAND	90
HCKV	HOUSE CHECK VISUAL	17
S03	HIT AND RUN ACCIDENT	1
S04	AUTO ACCIDENT	1
S09	STOLEN TAG	1
S10	STOLEN VEHICLE	1
S10R	RECOVERED STOLEN VEHICLE	3
S12	RECKLESS DRIVER	2
S13	SUSPICIOUS INCIDENT	2
S13P	SUSPICIOUS PERSON	8
S13V	SUSPICIOUS VEHICLE	9

## ACTIVITY SUMMARY BY SIGNALS

ALL UNITS From 01/01/2022 00:00 Through 01/31/2022 23:59

ACTIVITY SUMMARY BY SIGNALS		All Calls IN Signal Order
Signal	Description	Count
S14	INFORMATION	2
S15	SPECIAL DETAIL	39
S21C	BURGLARY CONVEYANCE	2
S22	DISTURBANCE	2
S25	FIRE/FD ASSIST	1
S30	THEFT	2
S37	JUVENILE TROUBLE	1
S39	NEIGHBOR TROUBLE	1
S40	CRIMINAL MISCHIEF	2
S48G	OPEN GARAGE DOOR	8
S49	ALARM	25
S49F	FIRE ALARM	1
S51	TRESPASS	6
S53	EMBEZZLEMENT/FRAUD	1
S68	POLICE SERVICE CALL	35
S70	ANIMAL COMPLAINT	4
S72	LOST/FOUND PROPERTY	1
S73	MEDICAL CALL	11
S76	ASSIST OTHER DEPARTMENT	13
S79	911 PRANK/FALSE/ACCID CALL	7
S84	WELFARE CHECK	23
S86	LOUD NOISE/MUSIC	2
S88	FLORIDA POWER LIGHT ASSIST	1
S89	ASSIST MOTORIST	4
S90	ILLEGAL PARKING	17
S93	STREET OR TRAFFIC SIGNS	2
S94	BOAT IN DISTRESS	1
S96	PROPERTY DAMAGE	1
TC	TRAFFIC CONTROL	3
TOTAL ACTIVITY:		2652

## FEBRUARY 2022 BOYNTON BEACH FIRE RESCUE REPORT FOR OCEAN RIDGE &amp; BRINY BREEZES

Incident #	Date	Full Incident Address	Incident City	Station	Shift	Incident Type Description	Response Time	Adjusted Time
2200002	1/1/2022	6800 BLK N Ocean Blvd	Ocean Ridge	1	C	Public Service	8.18	
2200095	1/2/2022	Oceanview Dr	Ocean Ridge	4	A	Assist invalid	7.93	
2200099	1/2/2022	5500 Blk N Ocean Blvd	Ocean Ridge	4	A	EMS call	6.41	
2200124	1/3/2022	5800 Blk N Ocean Blvd	Ocean Ridge	4	A	EMS call	9.36	7.36
2200249	1/5/2022	5847 N Ocean Blvd	Ocean Ridge	1	A	Alarm	8.06	
2200260	1/5/2022	16 Tropical Dr	Ocean Ridge	4	A	EMS call	8.25	
2200275	1/5/2022	5400 Blk Old Ocean Blvd	Ocean Ridge	4	A	Public Service	7.15	
2200397	1/9/2022	5000 Blk N Ocean Blvd	Ocean Ridge	4	B	EMS Other	8	
2200435	1/10/2022	Old Ocean Blvd	Ocean Ridge	1	C	Assist police	9.78	8.78
2200512	1/12/2022	6415 N Ocean Blvd	Ocean Ridge	1	A	EMS call	9.2	
2200606	1/13/2022	Ruthmary Ave	Briny Breezes	4	C	EMS call	6.13	
2200880	1/19/2022	Sabal Island Dr	Ocean Ridge	1	C	EMS Other	10.48	7.48
2200889	1/19/2022	Ocean Ave	Ocean Ridge	1	C	EMS call	5.61	
2200977	1/21/2022	Hersey Dr	Ocean Ridge	4	A	EMS call	7.33	
2201033	1/22/2022	Hersey Dr	Ocean Ridge	4	C	Public Service	8.01	
2201160	1/25/2022	Bamboo Dr	Briny Breezes	4	C	EMS call	7.98	
2201200	1/26/2022	Hibiscus Dr	Briny Breezes	4	A	EMS call	11.15	7.15
2201221	1/26/2022	Bamboo Dr	Briny Breezes	4	A	EMS call	9.66	5.66
2201250	1/27/2022	5500 Blk N Ocean Blvd	Ocean Ridge	4	B	EMS call	6.25	
2201316	1/28/2022	Palm Dr	Briny Breezes	4	C	EMS Other	6.13	
2201344	1/29/2022	6800 Blk N Ocean Blvd	Ocean Ridge	1	A	EMS call	8.5	

FEBRUARY 2022 BOYNTON BEACH FIRE RESCUE REPORT FOR OCEAN RIDGE & BRINY BREEZES

Ocean Ridge Summary		Briny Breezes Summary	
Medical Calls	11	Medical Calls	5
Fire/Other Calls	5	Fire/Other Calls	0
<b>Total</b>	<b>16</b>	<b>Total</b>	<b>5</b>

Calls exceeding 10 minutes consists of; (5) legitimate medical emergencies, (5) non-emergency calls for service.

Upon checking details of each call including the dispatch time received and the time that Fire Rescue was notified or dispatched, I have determined that there is a Fire Rescue Dispatch delay of 1 to 5 minutes on every call. These dispatch delays are subtracted from the "Response Time" shown above and the actual response time is displayed in red as "Adjusted Time".

**Town of Ocean Ridge, Florida**  
**Town Commission Agenda Memorandum**  
**Office of the Public Works Department**

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**Meeting Date: March 7, 2022**  
**Subject: Public Works Dept Report Covering February 2022**

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Mayor & Commissioners:

The following is a list of Public Works Projects that were completed in February 2022:

1. **Road repair completed in 5500 block of Old Ocean Blvd.**
2. **Removed tree in Town's right of way on Fayette Drive that was encroaching into the power lines. Waiting for contractor to replace the tree.**
3. **Completed the installation of the mat at the Corrine Street crossover.**
4. **Replaced 2 hp pump at Coconut pump station, and installed new check valve. Also hired PC Controls to repair relay for 10 hp pump.**
5. **Installed dog fountain at Town Hall.**
6. **Prepared Public Works budget requests for FY23 to submit to the Town Manager.**
7. **Fixed broken concrete on main valves in Town.**
8. **Attended pre-construction meeting for bridge repairs.**
9. **Hired contractor to replace A/C unit for Dispatch Unit and 911 server room.**
10. **Met with contractors regarding Ocean Ave lighting replacements. Also working with the City of Boynton Beach on a piggyback contract – ongoing.**
11. **Met with contractors at Town Hall to discuss quotes for the painting of Town Hall complex.**
12. **Met with FDOT and the Community Standards Officer in reference to plantings and other illegal installations into the FDOT right-of-way along A1A.**
13. **Attended staff meeting in reference to Hurricane Planning.**
14. **Met with Town Engineer and her staff regarding the water line replacement along A1A - ongoing**
15. **Worked with Code Enforcement Officer on several code cases for code compliance – ongoing.**
16. **Attended staff meeting with Town Manager & Town Engineer to discuss status of capital projects.**
17. **Thompson Street/Kerrigan Offsite Improvements – Project is not yet complete. Ongoing.**

18. **Storm Drain Maintenance** – Need to determine location of water infiltration from Turtle Beach to Diamond Beach. Not yet determined; need to proceed further to camera the lines as time permits. Ongoing
19. **FDOT Ponds – Waiting for FDOT to raise berms**; loss of gas tax revenue due to COVID-19 is impacting the job. Ongoing
20. **Crown Colony Crosswalk – Waiting for contractor to schedule (estimated at approximately 60 days). Pre-construction meeting scheduled with FDOT on March 1<sup>st</sup>.**
21. **Installation of Pet Stations** – Will install station at Town Hall when time permits.
22. **Flooding at Ocean & Woolbright Bridges West Side (FDOT)** - Lisa did field report; to share with Chris on both roads. Wait on Woolbright due to construction, focus on Ocean Ave. In progress.
23. **Tropical/Woolbright Pump Re-Build** – Waiting for contractor to proceed. Received pricing; waiting for approval to proceed.
24. **Tropical Generator Replacement – Attended pre-bid meeting on February 8<sup>th</sup>.**
25. **Sabal Island Beautification – Attended meeting with Town Manager and citizens group to discuss Phase II of the project. Followed up with site visit and phone calls.**
26. **Street light Sailfish Ln** - Waiting for FPL to review and approve application.
27. **Other Items – Work that is Performed on an Ongoing Basis**
  - Alleyway Trimming- Ongoing
  - GIS Updates – Working with Town Engineer on potable water line GIS updates. Ongoing.
  - Town Hall Pest Control Service - monthly
  - NPDES Storm Drain Reports- weekly
  - Townwide Trash Collection (Including Beaches) – This takes approximately 2-3 hours per day on Mon, Wed & Fri
  - E.P.A Fuel Logs- monthly- fuel station
  - Generator Fuel Leak Detection- weekly checking, monthly reporting for EPA. Process takes approx. 1.5 hours per week.
  - Town Hall Fire Protection Testing for Lighting- Monthly reporting
  - Fire Hydrant Flow Testing & Repairs – Ongoing
  - Mowing, Weed Eating, Hedge Trimming of Certain Town Areas not covered by Contractor – Ongoing; completed this month.
  - Pressure Cleaning Town Hall Sidewalks – completed for FY21; will schedule for FY22 when the time comes.
  - Sand Blasting Generators & Other Structures – Town Hall completed, will schedule others as time permits.
  - Rust Tec Installation – Continue to monitor Woolbright/A1A area for rust stains; address and repair as needed.
  - Big Blue Pump Monthly start up – completed for this month
  - Monthly Fuel Order – completed for this month
  - Maintain Town Equipment – Ongoing as needed
  - Maintain 14 A/C Units at Town Hall – Ongoing
  - Light Bulb replacement – As needed

- Storm Drain Inspection/Clearing – weekly in dry weather, more frequent during rain events. Reporting for NPDES completed during process.
- Responded to Emergency call-outs after hours throughout the month – called out after-hours for pump alarms.
- Street Sign Repairs/Replacement – Inspect signs, scrape & re-paint Town Signs as needed. Ongoing
- Street Sign Inventory – Town Manager directed Public Works to update/complete the street sign inventory to include condition of signs and list of signs that need repair/replacement in order of importance. Ongoing
- Dune Trimming Inspections – Ongoing as needed
- Meetings, Emails and Phone Calls with Residents – Ongoing

Respectfully,

Billy Armstrong  
Public Works II



Memorandum

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

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

**Subject:** Town Engineer Report  
Work Completed for the month of January, 2022

**Date:** February 11, 2022

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Below is a condensed version of the work that Engenuity Group, Inc. provided in the month of January. 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 #28931– 01/31/2022 - \$11,731.00
  - **Work Order 10 – Homeowner Site Plan Reviews, observations, reporting and meetings**
    - 132 Island Drive
      - Prep for Final Inspection
      - Photos taken on-site
      - Create Field Observation Report
      - Finalize report and send
    - Thompson Street\_ Kerrigan
      - Phone calls
      - Review and discuss with staff
      - Received water permit
      - Saved received documents
      - Email correspondences
      - Offsite repair issues and chlorination test
      - Received emails and video from Finbarr, coordinate meeting on-site with contractor.
      - Coordinate with Hardrives on changing asphalt for Finbarr
      - Two meetings- one with homeowner and other with contractor.

- Spoke to Engineer of Record and go over issue with adjacent property owner.
- Discussed with contractor on punch list items
- Site Inspection
- Create Field Observation Report
- Received emails and letters from attorney, discussed with staff and contractor on same
- Discuss with engineer on attorney letter
- Received Health Dept. release from Engineer of Record
- Sign-off on Health Dept. close out
- Spoke to contractor and reviewed emails stopping construction.
- Received emails from attorney for the on-site meeting
- 113 Island Drive
  - Received Development Plan Review submittal
  - Phone call with DPR member and discussed with staff
  - Email correspondences
  - Create comment letter, finalize and send
  - Prep for Planning and Zoning Meeting
  - Discuss with Board members on issues.
- 24 Hudson Avenue
  - Review plans submitted on 1/04/22
  - Review and start comment letter
  - Email correspondences
  - Address fence issue
  - Finalize review letter and send
- 19 Eleuthera Drive
  - Phone call discussion on project
  - Review and discuss with Lisa
  - Email correspondences
  - Reviewed proposed revisions in email received
  - Pavement Issues
- 52 Spanish River Drive
  - Prep for phone call meeting
  - Review plans submitted on 1/20/22
  - Review and start comment letter
  - Finalize review letter and send
- 6470 N. Ocean Blvd
  - Phone calls on project

- Received submittal on 1/20
- Review plans and start comment letter
- Review comments addressed
- Finalize review letter and send
- 117 Marlin Drive
  - Received Closeout documents submittal on 1/20
  - Review documents and approval letter
  - Email correspondences
  - Phone calls
  - In progress Field Inspection
  - Take photos on-site
  - Create Field Observation Report
  - Review and Finalize Report
  - Discuss status of changes
- 3 Inlet Cay
  - Review plans and start comment review
  - Finalize review and send comment letter
- 30 Sabal Island Drive
  - Received submittal on 1/04
  - Review plans and start comment letter
  - Discuss swale needs
  - Calls from contractor on how to handle drainage driveway redo
- 15 Spanish River Dr
  - Discuss and review with Lisa
  - On-site observe issue with no swale discharge
  - Photos taken on-site
  - Create Field Observation Report
  - Follow up with staff on addressing driveway and revising driveway
- 6060 N. Ocean Blvd
  - New Development Plan Review Submittal
- 6080 Old Ocean Blvd
  - Review Specific Purpose Survey
  - Sent Survey Plan
  - Phone call regarding project and research baseline survey and right-of-way encroachment
- 114 Marlin Drive
  - Review Plans
  - Create approval review letter

- 5500 N. Ocean Blvd- Crown Colony Residence
  - Asked questions in regards to the seawall permit and construction status
  - Meeting held at Town Hall regarding fill permit
- 5019 N. Ocean Blvd- Sea View Apartments
  - Site Inspection
  - Photos taken onsite
  - Create Field Observation Report
  - Finalize report and sent
- 46 Bimini Cove Drive
  - Look up plans for showing outfall pipe and emailed staff on findings and need for an easement
- 40, 50 & 52 Oceanview Drive
  - Looked up historical information for wall on their North side and spoke to staff on the same and filed the new survey
- 20 E. Ocean Ave.
  - Received and reviewed the rescinded Health Department permit.

#### **00020- Ocean Ridge- General Town Engineer**

- INV #28910– 01/31/2022 - \$2,641.50
  - **Work Order 308 General Town Engineer (2021-2022)**
    - Review Sabal Island Map with Staff
    - Discussion on Fayette Drive-Plat
    - Research files and looking up municode for the cul-de-sac requirements
    - Reviewing and editing the final auto design
    - Research Fayette Plat and review aerals and standards at the county for a cul-de-sac dimension
    - Prep for review on 113 Island Drive
    - Watermain meeting on January 10<sup>th</sup>, 2022 to discuss waterlines issues and as-builts
    - SCADA
    - Read email on 2023 Budget
    - Received email on next Commission Meeting and look for projects for approval that may be needed.

#### **00020.14 Ocean Ridge – GIS Services**

- INV #28914 – 01/31/2022 - \$807.50
  - **Work Order 23 – GIS Services for Fiscal Year 2021-2022**

- Coordinate in house on getting alleyways to GIS plan
- Review bridge GIS exhibit and coordination.
- As-built plans revisions
- CAD and GIS assistance
- Review and worked on Inlet map plan
- Prepare exhibits- ARPA
- Get with staff on waterline add on

#### **00020.24 NPDES**

- INV #28934- 01/31/2022- \$844.00
- **Work Order 22-NPDES Annual Report and Year Activities**
  - Review NPDES Annual Report
  - Attend Steering Committee meeting and
  - Work on Annual NPDES report
  - Discuss and review with staff on report

#### **00020.57 Stormwater Maintenance and Repair**

- INV #28911– 01/31/2022 - \$297.50
- **Work Order 02- Pump Stations Maintenance**
  - Spoke to pump manufacturer about site visit on Tuesday.
  - Run off plans for meeting
  - Discuss meeting with MWI pumps on refurbishment
  - Reviewed new proposal to refurbish the pumps and correspond with the MWI pumps on same.

#### **00020.58 FL Department of Transportation (FDOT) Projects**

- INV #28913 – 01/31/2022 - \$1,346.00
- **Work Order 01 – A1A & Anna Street**
  - Received email from FDOT on temporary signage request for flooded roads
  - Run off plans and prepare for meeting on job site regarding the finalization of project design and the timeframes for construction
  - Follow-up with contractor on project via emails
  - Review the Meeting Minutes
- **Work Order 04- A1A Flooding Issues**
  - Received and responded to FDOT District 4 Engineer regarding A1A flooding notification signs.
- **Work Order 06- Bridge Maintenance**
  - New submittal on Murray Logan permit
  - Called contractor on getting approval and work with staff on the next steps.
  - Emailed contractor

- Spoke to staff and research files for weight limit on bridges
- Received email form contractor to proceed on fix
- Begin new review of submittal from contractor on Bridge repair

#### **00020.60 Tropical Station Generator**

- INV #28912 - 01/31/2022- \$170.00
- **Work Order 01- Engineering Services**
  - Check on date changed for pre-construction meeting
  - Sent out bid information and Spoke to Electrical Engineer on same

#### **00020.61 ARPA Watermain Enhancements**

- INV #28933 - 01/31/2022- \$4,824.25
- **Work Order 01- Survey Services**
  - Find Boundary and Control in field
  - Topographic survey in field with 2 crew people
  - Meeting with staff and Billy from Town of Ocean Ridge to discuss scope and work
  - Job setup and research
  - Save files to project
  - Check notes and control
- **Work Order 02- SUE Services**
  - Perform SUE in field
  - Submit tickets/request records.

**Monthly Total: \$22,661.75**

## Agenda Item #17

**Date:** February 24, 2022

**To:** Honorable Mayor and Commissioners

**From:** Durrani Guy, Building Official

**Re:** Building Department Report – March’s Commission Meeting Update

Mayor and Commissioners,

Below is a list of the Building Department’s statistics for the month of January 2022, 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 JANUARY 2022</u></b>	
PERMIT APPLICATIONS RECEIVED	74
PERMITS ISSUED	54
PLAN REVIEWS	51
REVISIONS	4
ROW PARKING PERMITS ISSUED	3
INSPECTIONS PERFORMED BY THE BUILDING DEPARTMENT	198
SITE VISITS BY THE BUILDING DEPARTMENT	16
STOP WORK ORDERS POSTED	1
CODE ENFORCEMENT HEARING	1

<b><u>STOP WORK ORDERS FOR JANUARY 2022</u></b>
1/31/22: 5616 N OCEAN BLVD – GENERATOR REPLACEMENT WITHOUT PROPER PERMITTING

<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	01/14/2023	02/23/2022	
117 MARLIN DRIVE	RSF	02/19/2020	02/19/2022	02/22/2022	
132 ISLAND DRIVE	RSF	07/13/2020	07/13/2022	02/22/2022	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	02/23/2022	
28 HUDSON AVENUE	RSF	05/21/2021	05/21/2023	02/15/2022	
29 ELEUTHERA DRIVE	RSF	10/12/2021	10/12/2023	02/23/2022	
54 SPANISH RIVER DRIVE	RSF	12/09/2021	12/09/2023	02/17/2022	
6273 N OCEAN BLVD	RSF	05/08/2015	05/08/2017	08/18/2021	Stop work order
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	02/09/2022	
95 ISLAND DRIVE SOUTH	RSF	08/20/2021	08/20/2023	02/11/2022	

\*PLEASE NOTE THAT THE ABOVE DATA ABOVE IS INCLUSIVE UP UNTIL FEBRUARY 23, 2022\*



SPECIAL MAGISTRATE CODE ENFORCEMENT HEARING  
TUESDAY, JANUARY 4 AT 10AM

VIOLATION HEARING

CASE NO. 2021-014

16 MIDLANE ROAD, OCEAN RIDGE, FL 33435

NATURE OF VIOLATION:

VIOLATE SECTION(S) 67-174 BY NOT MAINTAINING THE STRUCTURE AND LOT  
ACCORDING TO THE MAINTENANCE AND APPEARANCE STANDARDS UNDER  
THE CODE.

**Date: February 24, 2022**  
**To: Honorable Mayor and Commissioners**  
**From: Lisa Burns, Building Clerk/CRS Coordinator**  
**Re: Program for Public Information (PPI) Annual Evaluation Report**

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Mayor and Commissioners,

Attached is the final PPI Annual Evaluation Report for 2021-2022. The PPI Task Force met on February 2, 2022 to evaluate the programs and projects conducted over the past year and to discuss topics, messages and desired outcomes for 2022-2023.

**Town of Ocean Ridge  
Program for Public Information (PPI)  
Flood Insurance Promotion (FIP)  
2021-2022 Annual Evaluation Report**

**Community:** Town of Ocean Ridge, FL

**Name of PPI:** Program for Public Information – Town of Ocean Ridge, FL

**Submitted by:** Lisa Burns, CRS Coordinator

**Email:** [lburns@oceanridgeflorida.com](mailto:lburns@oceanridgeflorida.com)

**Date of Report:** February 11, 2022

**Date Report sent to Governing Body(s):** March 7, 2022

**1. Date of the annual PPI committee meeting for this evaluation:**

February 2, 2022

**2. List of committee members that attended the annual PPI committee meeting above:**

Lisa Burns

Durrani Guy

John Lipscomb

Robert Sloat

Sally Voorhees

Arthur Ziev

**3. List the Priority audiences for your community:**

Target Area #1: Repetitive Loss Areas

Target Area #2: Areas with drainage problems

Target Area #3: Evacuation zones

Target Audience #4: Real Estate Agencies

Target Audience #5: Insurance Agencies

Target Audience #6: Banks and Mortgage Companies

Target Audience #7: Homeowner and Condominium Associations

Target Audience #8: New Residents

**4. List the Topics and associated messages with the desired outcomes for each message:**

Table 2: Topics, Messages and Desired Outcomes		
Topic	Message	Outcome
1. Know your flood hazard	If you would like to know if a property is in the SFHA, please visit the Town's website at <a href="http://oceanridgeflorida.com">oceanridgeflorida.com</a> .	More map information inquiries
2. Insure your property for flood hazard	The Town strongly recommends that everyone purchase a flood insurance policy.	Increase in the number of flood insurance policies
3. Protect people from the hazard	Disconnect electrical appliances, but do not touch any electrical equipment if you are wet or standing in water.	Reduced number of people impacted by electrical shock in flooding events.
4. Protect your property from the hazard	For information on retrofitting or flood proofing your structure to reduce the impact of flooding, call Town Hall at 732-2635.	Reduced property loss due to flooding
5. Build responsibly	Contact the Building Department at 732-2635 prior to any construction activity.	Reduced number of building department citations
6. Protect natural floodplain functions	Please help keep these areas natural and beautiful by reporting any illegal dumping and littering violation to the town at 732-2635.	Maintenance of natural areas
7. Be prepared for hurricanes	Stay tuned to local TV or radio stations known to have active news bureau information.	Reduced property loss from hurricanes
8. Maintain your storm drains	Keep your storm drains free of debris. Proper drainage will help reduce the risk of flooding.	Reduced street flooding events from clogged storm drains
9. Be prepared for new FEMA maps	Consider the impact of the new FEMA maps and plan accordingly.	Increased awareness of the new maps and enhanced preparation for their implementation.
10. Plan for storm surges	If you are advised to evacuate, turn off utilities at the main switches or valves.	Reduced destruction following evacuation.

**5. List the projects in the PPI used to convey the above messages:**

Annual community flood hazard publication distributed

Annual community flood hazard publication made available

Twitter tweets of flood information

Facebook postings of flood information

Flood insurance promotion (370)

Newsletter emailed

Next Door postings

Palm Beach County Dart Apps

You Tube flood mitigation postings

Civic Ready

(Reverse 911)

Literature distribution in Town buildings

Locally produced TV shows – Palm Beach County EOC

Literature Distribution at Garden Club

New FEMA flood map workshop

Literature Distribution with Sea Angels

TV Show – Governor’s Hurricane Conf.

Flood Insurance Advice Brochures Distribution

Coffee with a Cop

Articles and announcements in community newspaper Coastal Star

Home Depot Hurricane and Flood Expo

FPL bills with fliers

Target flood prone areas: Letter to residents with flood mitigation information

Target short term rentals: Letter to residents with flood mitigation information

Target realtors: Letter to realtors with flood mitigation information

Target Repetitive Loss Areas: Repetitive Loss Areas Outreach

Target evacuation zones: Letter to residents with flood mitigation information

Target insurance agencies: Letter to agencies with flood mitigation information

Target HOAs and condos: Email advisements with flood mitigation information

Target new residences: Letter to residents with flood mitigation information (after meeting)

**6. List which projects were implemented for this reporting period:**

Annual community flood hazard publication distributed

Annual community flood hazard publication made available

Twitter tweets of flood information

Facebook postings of flood information

Flood insurance promotion (370)

Newsletter emailed

Next Door postings

Palm Beach County Dart Apps

Civic Ready

Literature distribution in Town buildings

Locally produced TV shows – Palm Beach County EOC

Literature Distribution at Garden Club – “Save the Swales” planned

New FEMA flood map workshop

Flood Insurance Advice Brochures Distribution

Articles and announcements in community newspaper Coastal Star

FPL bills with fliers

Target flood prone areas: Letter to residents with flood mitigation information

Target short term rentals: Letter to residents with flood mitigation information

Target realtors: Letter to realtors with flood mitigation information

Target Repetitive Loss Areas: Repetitive Loss Areas Outreach

Target insurance agencies: Letter to agencies with flood mitigation information

Target HOAs and condos: Email advisements with flood mitigation information

Target new residences: Letter to residents with flood mitigation information

**7. List why some projects were not implemented (if any):**

You Tube flood mitigation postings – The technology is limited.

Reverse 911 – Civic Ready provides the same service, so this is no longer needed.

Target evacuation zones: Letter to residents with flood mitigation information – This project was not prioritized this year.

The following projects were not implemented due to the restrictions caused by COVID-19:

- Literature Distribution with Sea Angels
- TV Show – Governor's Hurricane Conference
- Coffee with a Cop
- Home Depot Hurricane and Flood Expo

**8. List what progress was made toward the desired outcomes:**

Because there was no major flooding event, the following desired outcomes were realized:

- Reduced number of people impacted by electrical shock in flooding events.
- Reduced property loss due to flooding
- Reduced property loss from hurricanes
- Reduced street flooding events from clogged storm drains
- Reduced destruction following evacuation.

Progress has been made in relation to the following desired outcomes:

- More map information inquiries
- Increased number of flood insurance policies (almost 10% over past 2 years)
- Maintenance of natural areas



- Increased awareness of the new maps and enhanced preparation for their implementation.
- Property protection - Commission passed ordinance to increase building elevation requirements, considering the new FEMA maps that are forthcoming

**9. List what should be changed (if anything). This should include what messages, outcomes and projects should be revised or dropped and what new ones should be initiated.**

Considering the significant changes that will be realized as the result of the flood insurance calculation revisions of Risk Rating 2.0, the committee recommended this message needs to be publicized: “Be prepared for premium changes based upon new flood insurance calculations.”

The following target audience recommendations were approved by the committee:

- Add additional target audiences to include:
  - Licensed Vendors
  - Town of Ocean Ridge Staff
- Add “Approved” to the target audience “Short-term Rentals” to assure the Town is not appearing to endorse illegal rentals.

**Date: February 24, 2022**  
**To: Honorable Mayor and Commissioners**  
**From: Durrani Guy, Building Official**  
**Re: Risk Rating 2.0 NFIP Flood Policy Changes**

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Mayor and Commissioners,

FEMA will be implementing a new rating policy. According to FEMA's handout, under Risk Rating 2.0, "rates will reflect each building's individual flood risk using structure-specific data... and will allow FEMA to transform the NFIP into a financially stable program that is accountable to taxpayers, more accurately reflects flood risk to both policyholders, non-policyholders, and helps disaster survivors recover faster after floods."

When will Risk Rating 2.0 go into effect?

In Phase I: New policies beginning Oct. 1, 2021 will be subjected to the Risk Rating 2.0 rating methodology. Also beginning Oct. 1, existing policyholders eligible for renewal will be able to take advantage of immediate decreases in their premiums.

In Phase II: All policies renewing on or after April 1, 2022 will be subject to the Risk Rating 2.0 rating methodology.

For detailed information about Risk Rating 2.0 is enclosed.

We encourage all residents to discuss Risk Rating 2.0 with their insurance provider.

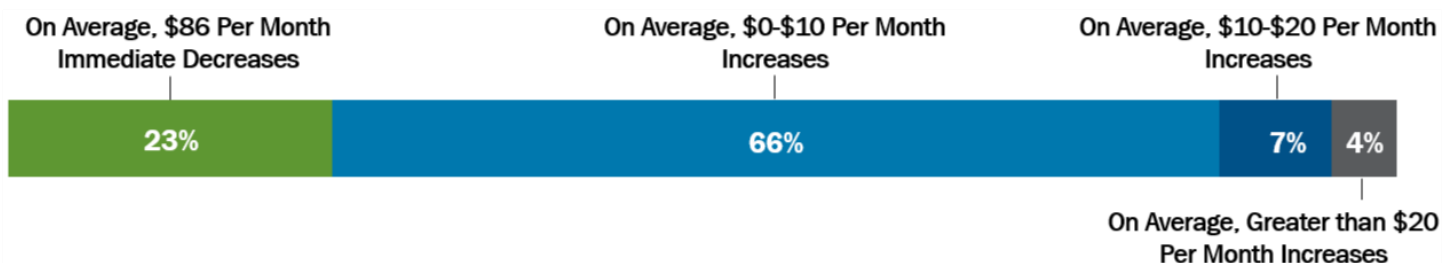
# Risk Rating 2.0 is Equity in Action

FEMA is committed to transforming the National Flood Insurance Program (NFIP) into one that people value, trust, and best serves the nation. By leveraging industry best practices and current technology, FEMA aims to deliver rates that are equitable, easier to understand and better reflect a property's individual flood risk.

FEMA has a statutory responsibility to clearly communicate flood risk. Risk Rating 2.0 allows FEMA to provide individuals and communities with information to make more informed decisions on purchasing flood insurance, initiating, and informing appropriate mitigation options to help lower flood insurance rates. The current rating methodology has not changed since the 1970s. Over the years, technology has evolved and so has FEMA's understanding of flood risk. Risk Rating 2.0 allows FEMA to calculate premiums more equitably across all policyholders based on the value of their home and individual property's flood risk.

Under the **current rating methodology** policyholders on average see premium **increases of \$8 per month**.

Under the **new pricing system**, 96% of current policyholders will see either an **immediate decrease** or **\$20 or less per month increase** in their premiums. (Figure 1 Bar Graph)



A key part of developing nationwide preparedness is transforming the NFIP to ensure disaster survivors and communities can recover more quickly and more fully following flooding events. FEMA will reduce disaster-related suffering and disaster-related costs through Risk Rating 2.0 by leveraging advances in industry best practices, advanced actuarial practices, technology, flood risk modeling and the emphasis on mitigation efforts.

Over the last 50 years, FEMA has collected \$60 billion in NFIP premiums, but has paid \$96 billion in costs (including losses, operating expenses, and interest). Taxpayers and policyholders are adversely impacted when the program does not generate the revenue needed to pay claims. Risk Rating 2.0 will help put the NFIP on solid financial footing by creating a more stable program that is accountable to taxpayers.



FEMA

**Risk Rating 2.0 is equity in action.** FEMA, through the new pricing methodology, will better inform individuals and communities about flood risk, set premiums to strongly signal those risks and promote actions to mitigate against them. Individuals will no longer pay more than their fair share in flood insurance premiums.

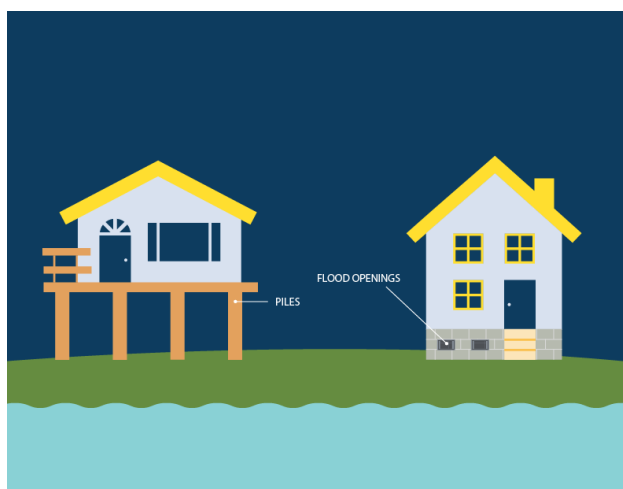
All NFIP policyholders have been subject to premium increases every year. However, under Risk Rating 2.0, rate increases will **not** continue indefinitely. FEMA recognizes that under the new pricing plan each policyholder will be affected differently based on their property's individual flood risk. Some premiums will go up, some will go down, and some will stay about the same. Under Risk Rating 2.0, roughly two-thirds of policyholders with older pre-Flood Insurance Rate Map (FIRM) homes will see their premiums decrease. For policyholders whose premiums will be going up, their policies will be transitioned using the existing statutory limits on increases imposed by Congress. In general, that means that the annual increases will be capped at 18%, only increasing until the full risk rate has been reached. Additionally, FEMA will allow existing policyholders to transfer their current discount with the sale of their property.

To begin these changes, FEMA is updating Congress and other key industry partners, state agencies, private sector and organizations to ensure a clear view and understanding of the implementation process of Risk Rating 2.0. Working with the Write Your Own companies, FEMA will communicate with policyholders to understand what these changes will mean to them.

## Mitigation Options

No one entity is responsible for mitigation. There are several mitigation opportunities at the state, tribe, and territory and community levels and actions that individuals can implement to collectively help reduce policyholders' flood insurance rates.

### Individual-Level Mitigation Actions



*Figure 2. Two examples of individual mitigation actions to protect from future flooding*

FEMA is expanding policy discounts by making them available to properties located outside of high-risk flood areas. When property owners take steps to mitigate their property, flood insurance policyholders may receive a reduced premium. Mitigation efforts, such as elevating a building or installing proper flood openings in a crawlspace, will help to reduce flood damage and potentially decrease the cost of flood insurance.

While not required, policyholders may acquire an elevation certificate, which provides more refined elevation information about their building, and submit it to their agent to determine if it will lower their rate. In addition, a benefit of the flood insurance policy is the [Increased Cost of Compliance](#) (ICC) coverage. This coverage is part of most standard flood insurance policies under the NFIP.

ICC coverage provides protection to residents with homes and businesses that have been substantially or repetitively damaged by flooding. This coverage can provide up to \$30,000 to help cover the cost of bringing their buildings into compliance with the elevation requirements of their local floodplain management ordinance.

- ICC coverage can be used for elevating, moving, or demolishing damaged structures that qualify for the coverage. Non-residential buildings may choose floodproofing as an option as opposed to elevation, relocation, or demolition.
- For a structure to qualify as being substantially damaged, the total cost of repairs must be 50% or more of the structure's pre-flood market value.
- For residents to be eligible to claim ICC funds in the "repetitively damaged" provision, the community must have a repetitive loss provision in its floodplain management ordinance and determine that the home or business was damaged by a flood two times in the past 10 years, where the cost of repairing the flood damage, on the average, equaled or exceeded 25% of its market value at the time of each flood. This is called "repetitive damage." Additionally, there must have been flood insurance claim payments for each of the two flood losses.

## Community-Level Mitigation Options

FEMA offers several hazard mitigation assistance pre- and post-disaster grants to states, tribes and communities. These grants — received by communities through coordination with states — may fund actions that reduce rates both inside and outside the Special Flood Hazard Area (SFHA).

### *Pre-disaster Hazard Mitigation Grants*

- BRIC — Building Resilient Infrastructure and Communities
  - FEMA funds BRIC from a 6% set-aside from federal post-disaster grant funding.
  - \$500 million available (FY21).
  - Emphasis on evaluation, adoption, and enforcement of modern building codes can improve grant competitiveness.
- FMA — Flood Mitigation Assistance
  - \$200 million available (FY21).
  - Prioritizes projects benefiting NFIP-insured Multiple Loss Communities, Severe Repetitive Loss and Repetitive Loss properties, and Community Rating System participation.

### ***Post-disaster Hazard Mitigation Grants***

- **HMGP — Hazard Mitigation Grant Program**
  - Funding available is a percentage of funds spent on public assistance and individual assistance for major declared disasters.
  - Projects may include mitigation plans and actions to mitigate floods and other natural hazards.
- **HMGP Post-fire — Hazard Mitigation Grant Program Post-fire**
  - Funding based on number of state Fire Management Assistance Grant declarations and type of hazard mitigation plan.
  - Wildfire mitigation measures, such as those that reduce the risk of flooding after a fire, are given funding priority.

In addition, participating in the Community Rating System (CRS) can reduce flood insurance rates as policyholders will continue to earn NFIP rate discounts of 5% - 45%, based on their community participation and classification. The discount is uniformly applied to all policies throughout the CRS-participating communities, regardless of whether the structure is in the SFHA. The exception is for structures in violation of NFIP regulations as noted in the Federal Code of Regulations Title 44, Section (44 CFR 60.3).

## **State and Local-Level Mitigation Actions**

States administer all FEMA grants and help to identify priorities for mitigation and prevention projects.



### **Adopt and enforce modern building codes and zoning regulations.**

Development in floodplains and flood prone areas should be discouraged through adoption and enforcement of codes and zoning regulations that meet or exceed the latest published editions of the International Codes and related standards.



### **Apply for Hazard Mitigation Assistance (HMA) grants.**

FEMA HMA grants (Flood Mitigation Assistance, Building Resilient Infrastructure and Communities, Hazard Mitigation Grant Program, and Hazard Mitigation Grant Program Post-fire) are available to states and communities pre- and post-disaster for mitigation projects such as installing flood openings or elevating buildings and outdoor utilities above the base flood elevation. Additional information is available at: <https://www.fema.gov/grants/mitigation>.



### **Establish and maintain a revolving loan fund for flood risk reduction projects.**

Projects to mitigate existing structures in SFHAs should be prioritized, and participation in the CRS could be a prerequisite to increase insurance rate discounts.



### **Offer state tax credits for qualifying flood mitigation activities.**

State tax credits could be prioritized for mitigation actions to existing structures in SFHAs, current NFIP policyholders, and/or policyholders facing rate increases.

Other federal agency programs that provide community-level risk management and hazard mitigation grants are available through the Department of Housing and Urban Development (HUD). These programs include the Community Development Block Grant (CDBG), Community Development Block Grant Disaster Recovery (CDBG-DR), Community Development Block Grant Mitigation (CDBG-MIT), and other similar planning grants.

## Frequently Asked Questions

### Why is the NFIP doing this now?

FEMA has a statutory obligation to charge actuarially sound premiums and inform policyholders of their flood risk. Under Risk Rating 2.0, rates will reflect each building's individual flood risk using structure-specific data that are easier to understand. With access to the latest industry technology and NFIP mapping data, policyholders will be able to better understand how their flood risk is reflected in the cost of their insurance. Without action, existing inequities would continue — widening the gap between rate payments and claims payouts and making it harder to meet the needs of our customers. As flooding events become more frequent and severe, Risk Rating 2.0 will allow FEMA to transform the NFIP into a financially stable program that is accountable to taxpayers, more accurately reflects flood risk to both policyholders and non-policyholders, and helps disaster survivors recover faster after floods.

### When will Risk Rating 2.0 go into effect?

FEMA is conscious of the far-reaching economic impacts the pandemic has had on the nation and existing policyholders and is taking a phased approach to rolling out the new rates.

- **In Phase I:** New policies beginning Oct. 1, 2021 will be subject to the Risk Rating 2.0 rating methodology. Also beginning Oct. 1, existing policyholders eligible for renewal will be able to take advantage of immediate decreases in their premiums.
- **In Phase II:** All policies renewing on or after April 1, 2022 will be subject to the Risk Rating 2.0 rating methodology.

### How will the new rating methodology impact the affordability of a policy?

FEMA recognizes and shares concerns about flood insurance affordability. Currently, FEMA does not have the statutory authority to consider affordability in setting rates but will ensure the transition to new rates under Risk Rating 2.0 complies with all statutory rate increases in place by Congress. To help address the issue, in April 2018 FEMA delivered an [Affordability Framework](#) to Congress to help policymakers consider how to provide targeted assistance to existing and potential policyholders. FEMA will continue to work with Congress to examine flood insurance affordability options.

### How will premium increases or decreases impact policyholders?

Current policyholders who will face premium decreases under Risk Rating 2.0 will transition to the lower rate immediately at the first renewal of their policy. Any premium increases will transition gradually and within the existing statutory limits until the full-risk rate for the property is reached.

## **Do changes from this initiative require legislative action or approval of Congress?**

Since 1968, the National Flood Insurance Act has required FEMA to periodically review, and if necessary, revise the way we set non-discounted premium rates. FEMA has always followed the congressional mandate to set non-discounted premium rates based on accepted actuarial principles. By leveraging modern technology and advanced actuarial practices, Risk Rating 2.0 is helping FEMA better meet the objectives already laid out by Congress.

## **Will Risk Rating 2.0 change mandatory purchasing requirements?**

No, the current effective Flood Insurance Rate Maps (FIRMs) will continue to be used by lenders to determine if a building is located within a high-risk flood area (Special Flood Hazard Area) and if the purchase of flood insurance is mandatory under federal law. Lenders will retain the prerogative to require flood insurance even in the absence of the federal mandate to purchase coverage.

## **How does Risk Rating 2.0 affect the grandfathered rating discount?**

Grandfathering has been available to policyholders when a map change results in either a rating zone or base flood elevation change. However, since Risk Rating 2.0 will be able to provide each building's individual flood risk, all policies formerly eligible for grandfathering will transition to their new full-risk premium. Increases will be gradual and within the 18% annual cap imposed by Congress. Decreases will apply upon first renewal on or after October 1, 2021. Similar to other policies, some premiums will decrease, some will increase, and some will stay about the same.

While maps have changed for many policyholders, fewer than 5% of single-family homes are actually grandfathered. As of March 2020, there are approximately 151,409 grandfathered properties nationwide. These policies represent a small percentage (4.4%) of the 3.5 million single-family, non-leveed properties insured under the NFIP. The average annual premium for these grandfathered properties is \$1,077, which is lower than the average annual premium for subsidized NFIP policies (Pre-FIRM) at \$1,875.

The difference between these will gradually be adjusted under Risk Rating 2.0, as FEMA will know the full-risk rate for all properties. As a result, FEMA will be able to charge more appropriate premiums that reflect each property's individualized flood risk.

## **Will heat maps be created to show rate impacts geographically?**

Due to the individualized rating methodology under Risk Rating 2.0, premiums will reflect each building's unique flood risk using structure-specific data and will vary from policy to policy. For example, buildings that are close together may not be rated similarly due to the potential for differences in the variables Risk Rating 2.0 considers, such as structure elevation and the cost to rebuild. Therefore, we are not able to provide a heat map of rate change data.