

**TOWN OF OCEAN BREEZE  
REGULAR TOWN COUNCIL MEETING  
AGENDA**

July 11, 2022, 10:30 am  
Ocean Breeze Resort Clubhouse Pineapple Bay Room  
700 NE Seabreeze Way, Ocean Breeze, FL

***PLEASE TURN OFF CELL PHONES –  
WHEN SPEAKING PLEASE ANNOUNCE YOUR NAME AND ADDRESS***

- 1. Call to Order, President De Angeles**
  - Pledge of Allegiance
  - Roll Call
- 2. Approval of Minutes – Regular Meeting, Monday, June 13, 2022**  
(Motion, second, public comments, all in favor)
- 3. Martin County Fire Rescue Hurricane Preparedness – Sonji Hawkins,  
Deputy Emergency Management Director, Martin County**
- 4. November 2022 Town Council Election Proclamation**  
(Motion, second, public comment, roll call)
- 5. Authorization to Negotiate a Lease Extension for the Town Office –  
Continued from June 13, 2022 Town Council Meeting**  
(Motion, second, public comment, roll call)
- 6. Comments from the public on topics not on the Agenda**
- 7. Comments from the Council on topics not on the Agenda**
- 8. Comments from Town Management Consultant Terry O’Neil**
- 9. Comments from Mayor Ostrand**
- 10. Announcements-** Meetings to be held at Ocean Breeze Resort Clubhouse, Pineapple Bay Room,  
700 NE Seabreeze Way, Ocean Breeze
  - Budget Workshop and Setting of Tentative Millage Rate, Tuesday, July 20, 2022 at 5:01 pm
  - Regular Town Council Meeting Monday, August 8, 2022 at 10:30 am
  - Proposed Budget and Tentative Millage Hearing, Wednesday, September 14, 2022 at 5:01 pm
  - Final Budget and Millage Rate Hearing, Wednesday, September 21, 2022 at 5:01 pm
- 11. Adjourn** (Motion, second, all in favor)

TOWN OF OCEAN BREEZE  
MINUTES OF THE REGULAR AND ZONING BOARD TOWN COUNCIL MEETINGS  
Monday, June 13, 2022, 10:30 a.m.  
Ocean Breeze Resort Clubhouse, Pineapple Bay Room  
700 NE Seabreeze Way, Ocean Breeze, FL

**1. Call to Order** – President De Angeles called the meeting to order at 10:30 a.m.

- Pledge of Allegiance – Mayor Ostrand led the Pledge of Allegiance
- Roll Call – Present: Mayor Karen M. Ostrand, President Kenneth De Angeles, Vice-President Richard Gerold, Council Members Kevin Docherty, Terry Locatis and David Wagner  
Absent – Bill Arnold
- Staff Present –Town Management Consultant, Terry O’Neil; Town Clerk, Pam Orr  
Absent – Town Attorney, Rick Crary.

**2. Approval of Minutes** – Council Member Wagner, seconded by Council Member Locatis, made a motion to approve the minutes of the May 9, 2022 regular meeting.

President De Angeles asked for public comments.

There were none.

All in Favor: Yes: De Angeles, Gerold, Docherty, Locatis, Wagner; No: None; Absent: Arnold; Motion Passed - 5 - 0

**3. Request motion to Accept and Transmit F/Y 2020-2021 Audit Report to appropriate state level government agencies** – Mark Bymaster, Nowlen, Holt & Miner, P.A., provided the F/Y 2020-2021 audit report. He remarked that the audit opinion was unmodified and clean, and added that there was nothing to report as to the Town’s internal controls. He stated that the Town was in compliance with Florida statutes regarding investments. He asked for questions from the Mayor and the Council.

There were none.

Council Member Wagner, seconded by Council Member Docherty, made a motion to transmit the 2020/2021 audit report.

President De Angeles asked for public comments.

There were none.

Roll Call Vote: Yes: De Angeles, Wagner, Gerold, Locatis, Docherty; No: None; Absent: Arnold; Motion Passed – 5 - 0

**4. Authorization to Negotiate a Lease Extension for the Town Office** – Mr. O’Neil provided background information regarding the Town office on Jensen Beach Boulevard. He stated that the current lease would expire on January 31, 2023. He spoke about the two options provided by the landlord, Jott Properties, Inc. He asked for authorization for the Mayor to proceed, negotiate and execute a lease extension.

Mayor Ostrand recommended the five-year option due to guaranteed savings.

Council Member Docherty asked if any measures were taken to find office space within the Town limits, i.e. Ocean Breeze Plaza.

Mr. O'Neil answered that the rents in the Plaza were significantly higher. He pointed out that Jott Properties, Inc., was willing to honor the proposal given to the Town from January, 2021 for a five-year lease.

Discussion ensued regarding negotiating fixed common area maintenance charges.

Town Clerk, Pam Orr stated that there were no CAM charges on the current lease with Jott Properties, Inc.

President De Angeles took questions from the Council.

Discussion ensued regarding lease amendments, negotiations, termination clauses, the current landlord and a possible cap on a buy-out clause.

Vice-President Gerold asked if the questions could be answered first and then, bring this item back before the Council.

Mr. O'Neil answered "yes" and that he believed the landlord stated they would exercise the current option for ninety (90) days. He spoke about next year's upcoming budget season.

Vice-President Gerold, seconded by Council Member Locatis, made a Motion to table the lease extension until additional information could be gathered by the Town attorney.

Mr. O'Neil clarified that the Council was looking for details on whether the Town had options to exit the lease at some point in time without penalty.

Council Member Wagner stated that the agenda item was to authorize the Mayor to negotiate the lease. He made a Motion, seconded by Council Member Locatis, to grant the Mayor permission to negotiate and come back before the Town Council.

Discussion ensued regarding granting the Mayor authorization to move forward with the lease negotiations and come back before the Council for approval.

President De Angeles asked for public comment.

There were none.

Roll Call Vote: Yes: Locatis, Wagner, De Angeles, Docherty, Gerold; No: None; Absent: Arnold; Motion Passed – 5 - 0

**5. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF OCEAN BREEZE, FLORIDA SUPPORTING UNITED STATES HOUSE RESOLUTION 7520 INTRODUCED BY U.S. CONGRSSMAN BRIAN MAST AND CITED AS THE "NORTHERN ESTUARIES RESTORATION PLAN (NERP) ACT;" PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk, Pam Orr, read the title of Resolution 323-2022 into the record.

Mayor Ostrand spoke about the importance of this Resolution and provided the Council with some background information. She recommended adoption of the Resolution.

Council Member Docherty, seconded by Council Member Wagner, made a motion to adopt Resolution No. 323-2022.

President De Angeles asked for public comment.

There were none.

Roll Call Vote: Yes: De Angeles, Gerold, Docherty, Locatis, Wagner; No: None; Absent: Arnold; Motion Passed – 5 - 0

**6. Comments from the public on topics not on the agenda** – (unidentified) asked about the monthly emails she received from Tom Campenni regarding municipal news, in which Ocean Breeze was not mentioned.

Mr. Campenni (local blogger) answered that he would speak with this lady after the meeting.

Mr. Rick Diaz, 295 NE Coastal Drive, Ocean Breeze, stated that he was not aware of the Town's monthly meetings until recently.

President De Angeles stated that Sun Communities included the Town's monthly meetings on their public calendar.

Mayor Ostrand stated that the Town's monthly meetings are always the second Monday of each month at 10:30 a.m. at the Ocean Breeze Resort Clubhouse, Pineapple Bay Room, 700 NE Seabreeze Way, Ocean Breeze, Florida

President De Angeles added that there were some special budget meetings which were posted.

Mr. Diaz asked about the ingress/egress on West End Blvd. at the back of the Resort which had been changed by the railroad and the problems it was causing the residents.

President De Angeles stated that West End Boulevard was a county road.

Mr. Diaz asked if the County knew about the specific problems that have been created and stated that the major problem was exiting at Maple onto a street with a two-way traffic pattern; and, the columns at the Jensen Beach Community Center block the view.

Mayor Ostrand asked for the Mr. Diaz' name and address.

President De Angeles stated that the Jensen Beach Chamber of Commerce was also working on getting the traffic pattern changed.

Mr. Diaz stated that the eastbound right turn to enter the Resort was severe and vehicles had to slow down considerably to make the turn, which was dangerous.

President De Angeles assured Mr. Diaz that the Jensen Beach Chamber of Commerce and the Town were working on this problem.

Council Member Wagner spoke about the numerous meetings the Town had concerning this issue.

Mr. Diaz stated that he had spoken to Commissioner Smith about that area and that he was told it was a railroad issue.

Council Member Locatis remarked that he spoken to railroad representatives and he had documents to prove the County dictated which way the traffic flowed.

Discussion ensued regarding West End Boulevard, the Chamber of Commerce events, railway uniformity regarding the blowing of train horns, the safety gates and the FEC.

President De Angeles asked for further comments from the public.

There were none.

**7. Comments from the Council on topics not on the Agenda** – Council Member Wagner commented that he wished to transfer his allocated travel and conference dollars into the Mayor’s account.

President De Angeles answered that the item would be discussed under agenda item 9.

Council Member Locatis spoke about the Jensen Beach Boulevard round-about and West End Boulevard connection and stated that he believed it was dangerous. He continued that he had witnessed cars stopping on the tracks as vehicles attempted to navigate the right turn onto West End Boulevard. He asked about getting Sherriff Snyder to address the situation because it was a safety issue.

Mr. O’Neil answered that the Town had written to the County numerous times and asked them to have the Sherriff provide extra patrol while the issue was being debated. He stated that this could be done again.

Mayor Ostrand remarked that had she spoken at a commission meeting to inform them about the dangers at that intersection. She added that she spoke directly to Commissioner Smith regarding the growth of the Town, and he stated that he did not realize there were that many new homes. She added that she pressed him on the dangers of this intersection, and he reported that he would look into it. She advised him that the Town had procured professional plans for West End Blvd. which were given to the County engineers and the Community Redevelopment Area (CRA).

President De Angeles stated that the Jensen Beach Neighborhood Advisory Committee (NAC) were also very concerned about the intersection.

President De Angeles asked for further comments from the Council.

There were none.

**8. Comments from Town Management Consultant, Terry O’Neil** – Mr. O’Neil stated that Sun Communities was proposing to convert one of its bocce ball courts within the recreation area to a third pickleball court. He added that after looking at the PUD and master site plan, this was not a material change which would have required a PUD Amendment and public hearing, etc. He stated that it was staff’s intention to treat it administratively as a permit application.

Council Member Locatis stated that he knew some of the residents who play bocce ball and that they were not happy with this change.

Vice-President Gerold stated that the area in question had some shading and benches, and asked if it becomes a pickle-ball court, would the shaded area and benches disappear. He stated that there were two bocce ball courts and asked if Sun was requesting both courts.

Mr. O’Neil referred to the exhibit and pointed out the newly proposed court area. He stated that the covered area in between the two courts did not look like it was to be removed.

(unknown resident) asked what about the people that like bocce ball. She did not agree with switching to pickle-ball court from bocce ball court.

(unknown resident) stated the other court was designed for corn-hole.

Vice-President Gerold stated that the other court was actually designed for Petanque which was a Canadian version of bocce ball.

(unknown resident) stated that he believed two courts of pickle-ball were enough.

(unknown resident) stated that while the snowbirds are down, the pickle-ball courts are full. She added that the residents should have some say in the matter.

Town Clerk, Pam Orr, asked for the gentleman's name. He stated Ted Masinello.

Vice-President Gerold commented that when Carefree owned the Resort, it was requested that the residents also have shuffleboard and horseshoes and this was rejected because of the limited area that was available. He stated that he agreed with the residents who did not want another pickle-ball court.

Mayor Ostrand asked if this were a Sun decision.

Mr. O'Neil answered that Gena May indicated that the residents of the community had asked Sun to replace the unused bocce ball court with a third pickleball court and since the change was not part of the original PUD documents, she was asking what the Town would require of Sun in order to do this \$60,000 upgrade. He added that they own the property and that they were the holder of the PUD agreement.

Vice-President Gerold stated that all the residents should be asked.

Mr. O'Neil stated that if the Council believed that this change rose to the level of a PUD amendment, then staff would not treat it as a permitted issue and would communicate to Sun Communities that they would have to apply for a minor PUD amendment and go through a public hearing process. He added that he did not know that the issue was not settled. He commented that if the Council had this view, he would speak with Attorney Crary about the issue.

President De Angeles asked if Attorney Crary could weigh in as to whether this was a PUD issue.

Mr. O'Neil answered that there was some discretion on his part that if this were not a controversial issue and the footprint remained the same, he didn't think it would be an issue of concern. He added, that he would speak with Attorney Crary and if the Council wanted to see an amendment, staff would communicate that to Sun and at that point, Sun could choose whether to have a public hearing where the residents would have the opportunity to say voice their opinion.

Mayor Ostrand stated that she did not believe that the question was put out to all of the residents in the Resort and that she would speak with Mr. Walters to make sure that he knew how many of the residents were on the same page.

Mr. O'Neil stated that staff would respond to Sun Communities that the Council sentiment was that an amendment to the PUD would be necessary and that would be at Sun's discretion.

Council Member Locatis added that staff should make Sun aware that everyone had not been able to voice their opinion on the matter.

Vice-President De Angeles stated that if Sun polled the residents and they wanted a pickle-ball court, he would have to go with the consensus.

President De Angeles asked Mr. O'Neil to check with Attorney Crary about the possibility of a PUD amendment.

Mr. O'Neil answered that the Council had exercised its discretion and that he believed the message could be relayed to Sun that they would need to apply for a PUD amendment with a public hearing. He added that he would speak with Attorney Crary.

**9. Comments from Mayor Ostrand** – Mayor Ostrand asked the Council Members if they would be willing to transfer their travel and conference funds to her account because she was over her allotted budget with the reservation to attend the Florida League of Cities conference in August. She discussed her advocacy for Home Rule and the importance of the Town's involvement. She added that she was on the board of the Treasure Coast Regional League of Cities. She added that she spoke to Council Member Arnold, and he agreed to transfer his travel funds to her.

Council Member Docherty, seconded by Council Member Wagner, made a Motion to transfer \$200 from Council Members Wagner, Docherty and Arnold's travel and conference accounts to the Mayor's account.

President De Angeles asked for public comments.

There were none.

Roll Call Vote: Yes: Gerold, Docherty, Wagner, Locatis, De Angeles; No: None; Absent: Arnold; Motion Passed – 5 - 0

Mayor Ostrand announced that on Wednesday, July 20, 2022 at 10:00 a.m., the Treasure Coast Regional League of Cities would be holding their annual luncheon in Okeechobee. She added that the RSVP was due by July 15, 2022

**10. Adjourn** – Council Member Locatis, seconded by Council Member Wagner, made a motion to adjourn the meeting at 11:28 a.m.

(All in Favor: De Angeles, Gerold, Docherty, Locatis, Wagner)

**11. Convene Town of Ocean Breeze Zoning Board** – Chair De Angeles

**Call to Order** – Chair De Angeles called the meeting to order at 11:28 a.m.

- Roll Call – Present: Chair Kenneth De Angeles, Zoning Board Members Kevin Docherty, Terry Locatis and David Wagner  
Absent – Vice-Chair Gerold, Zoning Board Member Bill Arnold
- Staff Present –Town Management Consultant, Terry O'Neil; Town Clerk, Pam Orr

**12. Approval of Zoning Board minutes from February 8, 2021** – Zoning Board Member Wagner, seconded by Chair Member Docherty, made a motion to approve the minutes of the Zoning Board dated February 8, 2021.

(All in Favor: De Angeles, Docherty, Locatis, Wagner; Absent: Gerold, Arnold; Motion Passed 4-0)

**13. Quasi-Judicial Hearing: Consideration of proposed Ordinance No. 322-2022.**

Town Clerk, Pam Orr, read the title of Ordinance No. 322-2022 into the record:

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF OCEAN BREEZE, FLORIDA AMENDING THE SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER & NATURAL GROUNDWATER RECHARGE ELEMENT OF THE TOWN'S COMPREHENSIVE PLAN THEREBY ALLOWING A SINGLE RESIDENTIAL LOT, KNOWN AS "PARCEL A", TO FOREGO CONNECTION TO THE MARTIN COUNTY WASTE WATER SYSTEM IN FAVOR OF USING A SEPTIC TANK SYSTEM; AND FURTHER AMENDING THE TRANSPORTATION ELEMENT OF THE TOWN'S COMPREHENSIVE PLAN TO ADOPT AN UP-TO-DATE TRAFFIC CIRCULATION MAP; PROVIDING FOR TRANSMITTAL OF THE PROPOSED AMENDMENTS TO THE STATE LAND PLANNING AGENCY, AKA THE DEPARTMENT OF ECONOMIC OPPORTUNITY BUREAU OF COMMUNITY PLANNING, AS WELL AS OTHER RELEVANT AGENCIES; PROVIDING FOR A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND FOR OTHER PURPOSES.**

Chair De Angeles asked if any members had any exparte communications to disclose.

There were none.

Chair De Angeles stated that all those giving testimony, please stand, raise their right hand and be sworn in.

Pam Orr, Town Clerk, administered the oath to Maria Comporeale and Terry O'Neil.

Chair De Angeles stated that the petitioner may now give testimony and call any witnesses.

Mr. O'Neil gave background information related to "Parcel A." He reported that Martin County declined to connect "Parcel A" to its wastewater system. He explained that this hearing was necessary to cure the dilemma caused by the Town's Comprehensive Plan which stated that all new residential development must be hooked up to the County's system. He commented that the Ordinance would take two hearings to adopt, that the Town's Zoning Board was considering the Ordinance and would make a recommendation to the Council. He added that this Ordinance would clear the way for the developer to use a septic tank on the property, and that staff was recommending approval of Ordinance 322-2022.

Maria Comporeale, Forestar (USA) Real Estate Group, Inc. remarked that she also recommended approval of the Ordinance.

Chair De Angeles asked if the Zoning Board Members and/or staff had any questions for the petitioner.

Zoning Board Member Locatis asked why the County would not allow hook-up into their system.

Maria Comporeale, Forestar, explained that Martin County said that the property was not accessible, and added that water was available to the lot, but not sewer.

Chair De Angeles asked for further questions.

There were none.

Chair De Angeles asked for public comment.



Zoning Board Member Docherty asked if there were any liability issues regarding this Ordinance.

Maria Comporeale, Forestar, added that the parcel was not owned by the Town.

Mayor Ostrand stated that one, new septic system would not affect the river.

Chair Member De Angeles asked for any rebuttal testimony.

There were none.

Chair De Angeles asked for public comments.

There were none.

Zoning Board Member Wagner, seconded by Zoning Board Member Docherty, made a Motion to approve Ordinance No. 322-2022.

(Roll Call Vote: De Angeles, Docherty, Locatis, Wagner; Absent: Gerold, Arnold; Motion Passed: 4 – 0)

**14. Adjourn Town Zoning Board** – Board Member Wagner, seconded by Board Member Locatis, made a Motion to adjourn the Zoning Board hearing at 12:15 p.m.

(All in Favor: De Angeles, Docherty, Locatis, Wagner; Absent: Gerold, Arnold; Motion Passed: 4 – 0)

**15. Convene Town Council meeting** – President De Angeles called the meeting to order at 12:15 p.m.

- Roll Call – Present: Mayor Karen M. Ostrand, President Kenneth De Angeles, Council Members Kevin Docherty, Terry Locatis and David Wagner  
Absent – Vice-President Gerold, Council Member Bill Arnold
- Staff Present –Town Management Consultant, Terry O’Neil; Town Clerk, Pam Orr

**16. Quasi-Judicial Hearing. Consideration of proposed Ordinance No. 322-2022 on first reading.**

Town Clerk, Pam Orr, read Ordinance No. 322-2022 into the record.

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF OCEAN BREEZE, FLORIDA AMENDING THE SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER & NATURAL GROUNDWATER RECHARGE ELEMENT OF THE TOWN’S COMPREHENSIVE PLAN THEREBY ALLOWING A SINGLE RESIDENTIAL LOT, KNOWN AS “PARCEL A”, TO FOREGO CONNECTION TO THE MARTIN COUNTY WASTE WATER SYSTEM IN FAVOR OF USING A SEPTIC TANK SYSTEM; AND FURTHER AMENDING THE TRANSPORTATION ELEMENT OF THE TOWN’S COMPREHENSIVE PLAN TO ADOPT AN UP-TO-DATE TRAFFIC CIRCULATION MAP; PROVIDING FOR TRANSMITTAL OF THE PROPOSED AMENDMENTS TO THE STATE LAND PLANNING AGENCY, AKA THE DEPARTMENT OF ECONOMIC OPPORTUNITY BUREAU OF COMMUNITY PLANNING, AS WELL AS OTHER RELEVANT AGENCIES; PROVIDING FOR A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND FOR OTHER PURPOSES.**

President De Angeles asked if any Town Council members had any exparte communications to disclose

There were none.

President De Angeles asked for all those giving testimony, to stand, raise their right hand, and be sworn in.

Pam Orr, Town Clerk, administered the oath to Ms. Camporeale and Mr. O'Neil

President De Angeles asked staff to present their testimony, including any evidence, and provide a recommendation.

Mr. O'Neil explained the Ordinance to the Council. He stated that the Ordinance would provide relief to the property owner to allow it to be developed as a single-family home. He commented that the Ordinance excluded "Parcel A" from the Town's Comprehensive Plan regarding hooking up to the County's sewer system. He stated that the Town would also be providing a traffic circulation map, which was requested. He remarked that staff was recommending approval of Ordinance 322-2022 on first reading. He added that the Ordinance would then be transmitted to the State for a 30-day review period and then, it would come back before the Council in an Ordinance form at a subsequent meeting for second and final reading, probably in August.

President De Angeles asked the petitioner to give testimony and/or call any witnesses.

Maria Camporeale asked that the name for signature on the Ordinance be left blank because it could be signed by the CEO, President or Vice-President.

President De Angeles asked Council members if they had questions for the petitioner.

There were none.

President De Angeles asked staff for any questions.

There were none.

President De Angeles asked if any member of the public had any questions.

There were none.

Council Member Wagner, seconded by Council Member, Docherty, made a motion to approve Ordinance No. 322-2022 on first reading.

Roll Call Vote: Yes: De Angeles, Wagner, Locatis, Docherty; No: None; Absent: Arnold, Gerold; Motion Passed – 4 - 0

#### **17. Quasi-Judicial Hearing. Consideration of Resolution No. 321-2022.**

Pam Orr, Town Clerk, read the Resolution into the record.

**A RESOLUTION OF THE TOWN OF OCEAN BREEZE, FLORIDA, AMENDING ORDINANCE NO. 170, ORDINANCE NO. 251-2017, ORDINANCE NO. 274-2017, RESOLUTION NO. 277-2018 AND RESOLUTION NO. 293-2019, TOGETHER COMPRISING THE OCEAN BREEZE WEST PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT, HEREBY DELETING LANGUAGE IN DEVELOPMENT CONDITION K (5) REQUIRING THE VOLUNTARY DONATION OF PARCEL "A" TO THE TOWN, AS WELL AS LANGUAGE REQUIRING A "STUB OUT" FOR WATER AND SEWER CONNECTIONS TO THE SITE; APPROVING MINOR CHANGES TO THE PROJECT'S MASTER SITE PLAN, PHASING PLAN AND LANDSCAPE PLAN, AS WELL AS NEW DEVELOPMENT CONDITIONS ALLOWING FOR THE CONSTRUCTION OF A**

**SINGLE-FAMILY HOME ON PARCEL “A”; REQUIRING THAT DEVELOPMENT WITHIN THE OCEAN BREEZE WEST PUB ADHERE TO MARTIN COUNTY WATER USE STANDARDS; DECLARING SAID AMENDMENTS TO BE CONSISTENT WITH THE TOWN’S COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT PROVISIONS AND A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

President De Angeles asked if any members had any exparte communications to disclose.

There were none.

President De Angeles asked for anyone giving testimony to stand, raise their right hand, and be sworn in.

Ms. Orr administered the oath to Ms. Camporeale and Mr. O’Neil.

President De Angeles asked staff to present testimony, including any evidence, along with their recommendation.

Mr. O’Neil stated that the proposed PUD Amendment was a re-do of what was approved back in September, 2021. He added that the Resolution amending the PUD included the fact that the Town was not accepting the donation of the parcel and includes the development standards for Parcel “A.” He pointed out that in the documents presented were the zoning code for this one parcel. He commented that the sewer “stub-out” was not going to occur because the County would not allow for the connection. He remarked that previously the Council approved the PUD Amendment unanimously. He added that the document required it be executed and recorded with the clerk within sixty days. He told the Council that due to some complications, that did not happen. He recommended approval of Resolution No. 321-2022.

President De Angeles asked the petitioner to give testimony and call any witnesses.

Ms. Camporeale asked if the document needed to have original signatures.

Ms. Orr stated that she could email the document, which could be signed and mailed back to the Town.

President De Angeles asked for questions from the staff to the petitioner.

There were none.

President De Angeles asked if the petitioner wished to offer any rebuttal testimony.

There was none.

President De Angeles asked if any member of the public wished to comment.

There was none.

President De Angeles asked for comments from the Council.

There were none.

Council Member Wagner, seconded by Council Member Docherty, made a motion to approve Resolution 321-2022.

President De Angeles asked for public comment.

There was none.

Roll Call Vote: Yes: De Angeles, Wagner, Locatis, Docherty; No: None; Absent: Arnold, Gerold; Motion Passed – 4 - 0

**18. Approval of Proposed Budget Hearing Dates –**

- Budget Workshop and Setting of Tentative Millage Rate, Wednesday, July 20, 2022 at 5:01 p.m.
- Proposed Budget and Tentative Millage Hearing, Wednesday, September 14, 2022 at 5:01 p.m.
- Final Budget and Millage Rate Hearing, Wednesday, September 21, 2022 at 5:01 p.m.

Council Member Locatis, seconded by Council Member Docherty, made a motion to approve the budget hearing dates.

Roll Call Vote: Yes: De Angeles, Wagner, Locatis, Docherty; No: None; Absent: Arnold, Gerold; Motion Passed – 4 - 0

**19. Announcements** – Regular Town Council Meeting – Monday, July 11, 2022 at 10:30 a.m. to be held at Ocean Breeze Resort Clubhouse, Pineapple Bay Room, 700 NE Seabreeze Way.

**20. Adjourn** – Council Member Docherty, seconded by Council Member Wagner, made a motion to adjourn the meeting at 12:50 p.m.

All in Favor: Yes: De Angeles, Wagner, Locatis, Docherty; No: None; Absent: Arnold, Gerold; Motion Passed – 4 - 0

Respectfully Submitted,

*Pam Orr*

Town Clerk

Minutes approved: \_\_\_\_\_

# **TOWN OF OCEAN BREEZE, FLORIDA PROCLAMATION – 2022 TOWN ELECTION**

## **ELIGIBILITY:**

Persons eligible to run for Council Member must be a full-time resident of the Town of Ocean Breeze and a registered voter in Martin County.

## **CANDIDATES:**

Candidates for office shall file for qualifying with the Town of Ocean Breeze Town Clerk between qualifying period of Monday, August 1, 2022 through Monday, August 22, 2022. All qualifying documents are provided by the Town Clerk and can also be accessed on the Town's web-site at: [www.townofocceanbreeze.org](http://www.townofocceanbreeze.org)

## **VACANCIES:**

The positions of three (3) Council Members and Mayor are open. Term is for two (2) years. The Council Members currently holding these positions are: Council Members Richard Gerold, Terry Locatis, David Wagner and Mayor Karen M. Ostrand

## **REGULAR ELECTION:**

The Regular Town Election will be held Tuesday, November 8, 2022.

## **VOTE BY MAIL BALLOTS:**

**Please Contact** – Vicki, Davis, Supervisor of Elections  
135 SE Martin Luther King Jr. Blvd.  
Stuart, FL 34994  
Phone: (772) 288-5637 Fax: (772) 288-5765  
[www.MartinVotes.com](http://www.MartinVotes.com)

**VOTING PLACE & TIME:** Langford Park, 2369 NE Dixie Highway, Jensen Beach, FL 34957. Polls are open from 7:00 a.m. to 7:00 p.m.

## **ELECTION RETURNS:**

Election returns shall be furnished the morning after the Election at the Canvassing Board Meeting on Wednesday, November 9, 2022 at 10:00 am at: Town of Ocean Breeze, 1508 NE Jensen Beach Blvd., Jensen Beach.

**DATE TO TAKE OFFICE:** Monday, November 14, 2022

## **VOTER REGISTRATION:**

The deadline for registering to vote in this November 8, 2022 Election, is Tuesday, October 11, 2022. Registration takes place at the Supervisor of Elections' office. Town Office is located at: 1508 NE Jensen Beach Blvd., Jensen Beach, FL 34957  
Office hours of operation: Monday – Friday, 9:00 a.m. – 12:00 p.m.

# Landlord's response to Council's request for early termination clause.

**townclerk@townofoceanbreeze.org**

**From:** Joyce M <joycemiser@gmail.com>  
**Sent:** Friday, June 24, 2022 10:30 AM  
**To:** Pam Orr  
**Subject:** Lease Renewal

Item #5

Good morning Pam,

I researched a bit on lease termination clauses last week and I want to be clear and up front that the only way I will consider this is if you understand that I'm going to insist that it be to the benefit of both parties; the Town of Ocean Breeze and JOTT Properties. I will also have the right to terminate the lease if I want to.

Before I even chat with my attorney about this and get his input and meter running, we need to have this understanding.

Have a great weekend,

Joyce Miser

JOTT Properties, Inc.

## Memorandum

**To:** Town Council

**From:** Terry O'Neil, Town Management Consultant

**Via:** Mayor Ostrand

**Cc:** Rick Crary, Town Attorney  
Pam Orr, Town Clerk

**Date:** June 7, 2022

**Re:** Authorization for the Mayor to execute an extension to the Town's office lease

The Town's five-year lease with JOTT Properties for an 800 sq.ft. office space at 1508 NE Jensen Beach Boulevard expires on January 31, 2023. JOTT has been an excellent landlord and notwithstanding today's inflationary market, has agreed to stand by the terms of a five-year lease extension it offered the Town in January of 2021. At staff's request, JOTT has also provided lease extension terms based on a three-year, with two one-year options scenario. A summary of existing and proposed annual lease terms is as follows:

Dates	Annual Rent (\$)	Monthly Rent (\$)	Annual Increase (%)	Optional year(s)
08/15/17 - 01/31/18		Free rent		
02/01/18 - 01/31/19	11,400.00	950.00	3	
02/01/19 - 01/31/20	11,742.00	978.50	3	
02/01/20 - 01/31/21	12,094.26	1,007.85	3	
02/01/21 - 01/31/22	12,457.08	1,038.09	3	
02/01/22 - 01/31/23	12,830.79	1,069.23	3	
<b>Five-Year Extension:</b>				
02/01/23 - 01/31/24	13,215.71	1,101.31	3	
02/01/24 - 01/31/25	13,612.18	1,134.35	3	
02/01/25 - 01/31/26	14,020.54	1,168.38	3	
02/01/26 - 01/31/27	14,441.16	1,203.43	3	
02/01/27 - 01/31/28	14,874.39	1,239.53		
<b>Three-Year Extension with two one-year options:</b>				
02/01/23 - 01/31/24	14,400.00	1,200.00	3	
02/01/24 - 01/31/25	14,832.00	1,236.00	3	
02/01/25 - 01/31/26	15,276.96	1,273.08	3	
02/01/26 - 01/31/27	15,735.27	1,311.27 est.	Minimum 3 or the CPI <sup>1</sup>	X
02/01/27 - 01/31/28	16,207.32	1,350.61 est.	Minimum 3 or the CPI	X

**Staff recommendation:** Subject to the Town Attorney's favorable review as to form, authorize the Mayor to execute either a five-year lease extension, or a three-year lease extension, with two one-year options, based on the terms outlined above.

**Attached documents:**

- May 25, 2022 lease extension email from JOTT
- January 21, 2021 lease extension email from JOTT
- Copy of existing lease agreement

<sup>1</sup> Consumer Price Index



**From:** Joyce M <joycemiser@gmail.com>  
**Sent:** Wednesday, May 25, 2022 9:26 AM  
**To:** Pam Orr  
**Subject:** Re: Lease Renewal

Good morning, Pam,

Yes, I will honor the renewal option I sent you in January, 2021 with the understanding that you exercise this option at least ninety days before the expiration of our current lease agreement.. I never anticipated the cost increases we're experiencing but that's my problem for leaving that offer so open ended. Lesson learned.

As far as a three-year lease is concerned, I would be willing to offer an initial annual rent of \$14,400 which is \$1,200.00 a month with the same 3 percent annual increase. You guys are good tenants. The two additional one-year lease options would be subject to any increase in the Consumer Price Index or a minimum increase of 3 percent for each additional year.

Please let me know if you have any questions or concerns. Have a great Memorial Day weekend!

Best regards,

Joyce Miser  
JOTT Properties, Inc.

On Fri, May 20, 2022 at 10:54 AM <[townclerk@townofoceanbreeze.org](mailto:townclerk@townofoceanbreeze.org)> wrote:

Perfect, thank you, Joyce!

---

Pam Orr

Town Clerk



Town of Ocean Breeze



**From:** Joyce M <joycemiser@gmail.com>  
**Sent:** Thursday, January 21, 2021 11:12 AM  
**To:** townclerk@townofoceanbreeze.org  
**Subject:** Option to Renew

Good morning Pam,

It was good talking to you yesterday. It's been a while!

We would be happy to offer the Town of Ocean Breeze an option to renew the lease for an additional term of 5 years under the same terms and conditions of the current lease. The lease payments for the additional term would be according to the following schedule.

Dates	Annual Rent	Monthly Rent
02/01/23-01/31/24	\$13,215.71	\$1,101.31
02/01/24-01/31/25	\$13,612.18	\$1,134.35
02/01/25-01/31/26	\$14,020.54	\$1,168.38
02/01/26-01/31/27	\$14,441.16	\$1,203.43
02/01/27-01/31/28	\$14,874.39	\$1,239.53

This is the same rate of increase annually as is in the current lease.

We would ask for a ninety day notice if you choose to exercise this option to renew your lease.

Best regards,

Joyce Miser  
JOTT Properties, Inc.

## LEASE AGREEMENT

THIS LEASE, enter into this 12<sup>th</sup> day of August, 2017 by and between JOTT PROPERTIES, INC., whose principal place of business is 2336 S East Ocean Blvd. #151, Stuart, FL 34996, as "Lessor", and TOWN OF OCEAN BREEZE, as "Lessee". Lessor leases to Lessee and Lessee rents from Lessor the Demised Premises (as defined in Section 1.03). Intending to be legally bound under this Lease and for good and valuable consideration, Lessor and Lessee agree as follows:

### Article 1 – Definitions

As used herein, the following words have the following meanings:

- 1.01 Business Center. The property owned by JOTT PROPERTIES, INC. known as Highlands Plaza.
- 1.02 Common Area. The entire Business Center except the portions of the Business Center upon which buildings, structures or other Improvements have been erected or areas which have been designated for other uses.
- 1.03 Demised Premises. 800 square feet located at 1508 NE Jensen Beach Blvd. Jensen Beach, FL.
- 1.04 Expiration Date. If the Lessee's term has been extended or if the Lease is renewed, the Expiration Date shall be the last day of the term as extended or renewed. If the Lease is cancelled or terminated prior to the originally fixed Expiration Date, then the Lease is cancelled or terminated due to Lessee's default, Lessee's liability under the Lease shall continue until the date the term would have expired if the cancellation or termination had not occurred.
- 1.05 Force Majeure. Any period of delay which arises from or through Acts of God; strikes, lock outs, or labor difficulty; explosion, sabotage, accident, riot, or civil commotion, act of war, fire or other casualties, legal requirements; delays caused by Lessee; and causes beyond the Lessor's reasonable control.
- 1.06 Insurance Requirements. The applicable provisions of the insurance policy carried by Lessor covering the Demised Premises, the Business Center, or any part of either; all requirements of the insurer or any such policy; and the applicable regulations and other requirements of the National Board of Fire Underwriters, any applicable local board of fire underwriters, and any other body exercising a similar function.
- 1.07 Mortgage. Any mortgage, deed to secure debt, trust indenture, or deed of trust which may now or later encumber or be made upon the Demised Premises or Business Center, the real property of which the Business Center forms a part, or Lessor's interest in any of them; and any spreading agreements, renewals, modification, consolidations, replacements, and extensions of any instrument referred to in this section.
- 1.08 Mortgagee. The holder of any Mortgage.
- 1.09 Parking Area. The portion of the Business Center which is designated as a parking area by Lessor from time to time.
- 1.10 Person. An individual, share, estate, trust, partnership, firm association, corporation, or other organization, or a government or government authority.
- 1.11 Pro Rata Share. The proportion that the floor area of the Demised Premises bears to the floor area of all the rented space of the Business Center (excluding any parts of the building used as common facilities). Floor area should be computed on

the basis of exterior dimensions. Because Lessee's rent is fixed per Section 3.01, Lessee shall not be charged any pro rata share under this Lease.

1.12 Repairs. Includes the words "replacement and the restoration", "replacement or restoration", "replace and restore", or "replace or restore", as the case may be.

1.13 Lessee's Agents. Includes Lessee's employees, servants, licensees, tenants, subtenants, assignees, contractors, successors, legatees, and devisees, heirs and Lessee's Guarantor.

1.14 Lessee's Work. Any construction, installations and other work designated as Lessee's work in any plans and specifications submitted to Lessor for approval.

## Article 2 – Term

2.01 Term. The initial term of the Lease shall be for a period of Five (5) year(s), and Five (5) months commencing the 15th day of August, 2017, and terminating the 31st day of January, 2023. The term shall expire on the date designated as the Expiration Date of Section 1.04. The date on which the Term commences is the "Commencement Date". If construction of Tenant Improvements is not complete by the Commencement Date, the Commencement Date shall be the date that all improvements are completed by Lessor, and the Leased Premises are available for Lessee.

## Article 3 – Rent, Security, Tax Increases

3.01 Rent. Lessee hereby agrees to pay the Lessor during the term of the Lease according to the following schedule :

<u>DATES</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>
08/15/17-01/31/18		Free Rent
02/01/18-01/31/19	\$11,400.00	\$950.00
02/01/19-01/31/20	\$11,742.00	\$978.50
02/01/20-01/31/21	\$12,094.26	\$1,007.85
02/01/21-01/31/22	\$12,457.08	\$1,038.09
02/01/22-01/31/23	\$12,830.79	\$1,069.23

Rent is payable in advance on the first day of each month, commencing with the first payment due upon execution of this lease. NOTE: Lessee is exempt from sales tax.

### 3.02 Security.

(a) Lessee has deposited, or will deposit upon the execution of this Lease, with Lessor the sum of \$950.00 as security for the full and faithful performance of all obligations of Lessee under this Lease or in connection with this Lease ("Deposit"). If Lessee is in default under Article 15, Lessor may use, apply or retain all or any part of the Deposit as payment of (i) any rent or any other sum of money which Lessee was obligated to pay but did not pay, (ii) any sum expended by Lessor on Lessee's behalf in accordance with the provisions of this Lease, or (iii) any sum which Lessor may expend or be required to expend as a result of Lessee's default, including any damages or deficiency in the reletting of the Demised Premises. The use, application or retention of the Deposit or any portion thereof by Lessor shall not prevent Lessor from exercising any

other right or remedy provided for under this Lease or at law and shall not limit any recovery to which Lessor may be entitled otherwise.

(b) The deposit shall bear no interest. If legally permissible, Lessor shall be entitled to commingle the Deposit with other funds of Lessor.

(c) If Lessee shall fully and faithfully comply with the provisions of this Lease, the Deposit or any balance thereof shall be returned to Lessee after the Expiration Date or upon any later date after which Lessee has vacated the Demised Premises.

(d) If Lessor transfers its interest in the Demised Premises, it shall have the right to transfer the Deposit to the transferee of its interest. In such event, Lessor shall be deemed released by Lessee from all liability for the return of the Deposit; and Lessee agrees to look solely to the transferee for the return of the deposit.

(e) The Deposit shall not be mortgaged, assigned or encumbered by Lessee. No action of Lessor in enforcing its rights with respect to a default shall be deemed to be a termination of this Lease so that Lessee shall be entitled to a return of the Deposit.

3.03 Additional Rent. If the Lease requires Lessee to make any payment to Lessor, such payment shall be treated as additional rent and all penalties applicable to non-payment of rent shall be applicable thereto.

3.04 No Offset. Rent and additional rent shall be paid without counterclaim, offset, deduction or defense.

3.05 Place of Payment. All payments Lessee must make under this Lease shall be payable at Lessor's address or to any other place Lessor so directs.

#### Article 4 – Quiet Enjoyment

4.01 Quiet Enjoyment. Upon the observance and performance of all covenants, terms and conditions on Lessee's part, Lessee shall peaceably and quietly hold and enjoy the Demised Premises in accordance with the terms of the Lease and any extension thereof.

#### Article 5 – Use and Operation

5.01 Use. Lessee may use the Demise Premises as a general office, subject to applicable legal requirements, and for no other purpose.

5.02 Operation.

(a) Cleanliness. Lessee shall keep the Demised Premises (including interior portions of all windows, doors and all other glass) in a neat and clean condition.

(b) Taxes. Lessee shall pay before delinquency any and all taxes, assessments and public charges levied, assessed or imposed upon Lessee's business or upon Lessee's fixtures, furnishings or equipment in the Demised Premises.

(c) License Fees. Lessee shall pay when and as due all license fees, permit fees and charges or a similar nature for the conduct by Lessee or any subtenant of any business or undertaking authorized hereunder to be conducted in the Demised Premises.

(d) Garbage. Lessee agrees not to permit the accumulation (unless in concealed garbage containers) or burning of any rubbish or compound on or about any part of the Demised Premises or Business Center, and, if Lessor so requests, not to permit any garbage or rubbish to be collected or disposed of from the Demised Premises except

---



by Lessor or its designees, other than in the trash containers provided for by Lessor on the grounds of the Business Center.

**5.03 Restrictions on Lessee's Activities at Business Center.**

(a) Display. Lessee shall not use the Common Area, sidewalks, or open areas in front of or in the rear of the Demised Premises for display, sale or any other similar undertaking.

(b) Loudspeaker Use. Lessee shall not use any medium which may be heard outside the Demised Premises.

(c) Plumbing Facility Use. Lessee shall not use the plumbing facilities on the Demised Premises for any purpose other than that for which they were constructed. Lessee shall not dispose of any substance in such facilities which may clog, erode, or damage the plumbing pipes, lines or conduits of the Business Center whether through the utilization of "garbage disposal" units or otherwise. If Lessee uses the Demised Premises for the sale, preparation or service of food for on-premises consumption, Lessee shall install any grease traps that may be necessary or desirable to prevent the accumulation of grease or other wastes in the plumbing facilities servicing the Demised Premises. The foregoing shall not be deemed to permit Lessee to use the Demised Premises as provided in the preceding sentence unless such use is specified in Subsection 5.01.

(d) Roof Exterior. Lessee shall not use the roof of the Demised Premises for any purpose. Lessee shall not use exterior walls of the Demised Premises except that the Lessee may use show windows of the Demised Premises upon approval of Lessor, and except that Lessee may maintain a sign in connection with section 6.04.

(e) Cooling System. Lessee may not install any air conditioning, refrigeration, or other equipment that requires a water-to-water cooling system. Lessee may not install a heat pump, or any equipment using a heat pump, without Lessor's prior written consent.

(f) Pollutants. Lessee shall not use, store, dispose of, or distribute any chemicals, toxic or hazardous materials or other pollutants, including but not limited to oil, grease, gasoline or other similar substances, on the Demised Premises without first obtaining the prior written consent of Lessor. Such written consent shall be given at Lessor's sole discretion and only if Lessee requires the chemicals or materials in its business and discloses to Lessor how it shall safeguard the Demised Premises and the Business Center from damages caused by chemicals or materials.

(g) Nuisance. Lessee shall not permit any nuisance upon or in the vicinity of the Demised Premises. Lessee's failure to eliminate any activity that Lessor, in its sole discretion, deems to be a nuisance, within two (2) days after Lessor notifies Lessee to eliminate the activity, shall be a default of the Lease. "Nuisance" means any activity Lessor reasonably determines to be detrimental to the Business Center and/or its tenants.

**Article 6 – Condition of Premises, Improvements**

**6.01 No Representations.** Lessor makes no representations, covenants, or warranties with respect to the Demised Premises other than as expressly set forth in the Lease.

**6.02 Alterations.** Lessee may not alter the Demised Premises without the Lessor's prior written consent. Authorized alterations shall be performed at Lessee's



expense in a good and workmanlike manner in accordance with all applicable legal requirements and insurance requirements.

6.03 Mechanic's Liens. If any mechanic's lien or materialman's lien is filed against the Demised Premises or any part thereof, during the term of this Lease as a result of any work or act of the Lessee or its agents, Lessee shall discharge the lien within twenty (20) days after the filing of same. If Lessee shall fail to discharge the lien or liens, Lessor may, at its option, bond or pay the lien or claim without inquiring into the validity thereof, and Lessee shall reimburse Lessor for any sums so expended within seven (7) days of Lessor's demand thereof.

6.04 Signage.

(a) Lessor shall provide and install, at Lessee's expense, all standard signage. All such signage shall be in the standard graphics for the Business Center and no other signage shall be used or permitted on the Demised Premises. Tenant agrees to conform to Lessor's building standard signage.

(b) Lessee shall not install or maintain any other signs on the Demised Premises or at the Business Center.

6.05 Insurance Covering Lessee's Work. Lessee shall not make alterations, repairs or perform any work to the Demised Premises unless prior to the commencement of the work, Lessee obtains Lessor's approval and public liability and workman's compensation insurance to cover every contractor to be employed. The policy shall be cancelable with ten (10) days notice to Lessor. The policies must be purchased from companies reasonably satisfactory to Lessor. Copies of the policies shall be delivered to Lessor prior to commencement of the work.

#### Article 7 – Repairs & Maintenance

7.01 Lessor's Obligations. Upon reasonable notice from Lessee, Lessor shall make necessary structural repairs to the roof, foundation, exterior walls and any load bearing walls. Lessor shall not be required to repair any damage caused by the negligence of Lessee or Lessee's agents.

7.02 Lessee's Obligations. Except for Lessor's obligations set forth in Section 7.01, Lessee shall make all repairs to the Demised Premises which are necessary to keep the Demised Premises in good repair and in a safe, dry and tenantable condition. Lessee's responsibilities for repair include, but not limited to, (i) any pipes, lines, ducts, wires or conduits contained within the Demised Premises; (ii) to windows, plate glass, doors, and fixtures composed of glass, floors, interior walls, drop ceilings, and plumbing fixtures; (iii) to Lessee's signs (Lessee is responsible for the cost and placement of its own signage); (iv) to any air conditioning equipment installed in the Demised Premises as limited per Section 9.03 below; and (v) to the Business Center or Demised Premises when repairs result from damages caused by any act or omission of Lessee or Lessee's agents or their failure to perform their obligations under the Lease. Lessee shall at all times keep the Demised Premises in a clean and sanitary condition and free from offensive odors, insects, and vermin.

#### Article 8 – Compliance, Surrender

8.01 Compliance. Lessee shall observe and comply promptly with all present and future requirements of all county, municipal, federal and other applicable

governmental authorities and insurance requirements relating to or affecting the Demised Premises, or any sign of Lessee, or the use and occupancy of the Demised Premises.

8.02 Emergency Repairs, Keys. If, in an emergency, it shall become necessary to make promptly any repairs or replacements required to be made by Lessee, or which affect the Demised Premises or the Business Center, Lessor may re-enter the Demised Premises and proceed to have the repairs or replacements made and pay the costs thereof. Within thirty days after Lessor renders the bill thereof, Lessee shall reimburse Lessor for the costs for making the repairs if such repairs would have been required by Lessee under the Lease. Lessor shall retain a key to the Demised Premises, and if Lessee wants to change or alter the locks, it must first obtain Lessor's written consent and immediately provide Lessor with a new key.

8.03 Surrender of Premises. Upon the Expiration Date, Lessee shall quit and surrender the Demised Premises, broom clean and in good condition and repair together with all alterations, fixtures, installations, additions and improvements which may have been made in or attached on or to the Demised Premises. Upon surrender, Lessee shall remove its trade fixtures, and Lessee shall repair any damage to the Demised Premises so the demised Premises shall be as they were on the Commencement Date.

#### Article 9 – Services and Utilities

9.01 Electric Service. Lessee shall be responsible for the paying of all electric service to the Demised Premises.

9.02 Water and Sewer Service. Lessor shall provide water and sewer services to the Demised Premises. Lessee shall take no action which interferes with Lessor's ability to provide water and sewer to the Demised Premises, including, but not limited to, depositing any materials on, over or in Lessor's septic system and drain field or interfering with the operation of Lessor's well-pumping facilities.

9.03 Heat, Air Conditioning. The Demised Premises are equipped with air conditioning, and Lessee shall be responsible for the routine maintenance thereof; provided however, that Lessor shall be responsible for the repair and expense of air conditioning equipment over \$200.00, and Lessor shall be responsible for timely replacement of air conditioning equipment, if needed.

#### Article 10 – Transfer of Interest, Priority of Lien

##### 10.01 Assignment or Sublet.

(a) Lessee shall not transfer or assign this Lease or sublet the Demised Premises. Any attempted transfer, assignment or subletting shall be void and confer no rights upon any third person. No assignment or subletting shall relieve Lessee of any obligation under this Lease. The consent by Lessor to any transfer, assignment or subletting shall not be deemed to be a waiver on the part of Lessor of any prohibition against any future transfer, assignment or subletting.

(b) If Lessor consents to any transfer, assignment or subletting, that consent shall not be effective until and unless Lessee gives notice of the assignment and sublessee delivers to Lessor a written agreement in form and substance satisfactory to Lessor pursuant to which such transferee, assignee or sublessee assumes all the obligations and liabilities of Lessee under this Lease.

10.02 Mortgagee's Rights. If Lessor shall notify Lessee that the Demised Premises or the Business Center is encumbered by a Mortgage, and shall notify Lessee of the name and address of the Mortgagee; the following shall apply, notwithstanding

---



anything to the contrary: No notice intended for Lessor shall be deemed properly given unless a copy of the notice is simultaneously sent to the Mortgagee by certified or registered mail, return receipt requested. If any Mortgagee shall perform any obligation that Lessor is required to perform under this Lease, the performance by the Mortgagee shall be deemed to be the performance on behalf of the Lessor in so far as Lessee is concerned, and the performance shall be accepted by Lessee as if performed by Lessor.

#### Article 11 – Waste and Maintenance of Demised Premises

11.01 Lessee shall not commit any waste upon the Demised Premises. If Lessor is required to make repairs to the structural portions of the Demised Premises by reason of Lessee's negligent acts or omission to act, Lessor may add the cost of such repairs and additional rent which shall thereafter become due.

#### Article 12 – Destruction

12.01 Rent Abatement. If all or part of the Demised Premises are damaged by fire, windstorm, or other hazard not caused by the neglect or negligence of Lessee or Lessee's Agent, Rent shall abate in the proportion that the unusable portion of the Demised Premises bears to the entire area of the Demised Premises. The period of rent abatement shall commence when the damage occurs and when the Demised Premises have been repaired. Lessee shall have no right to cancel this Lease due to any damage to or destruction of the Demised Premises unless Lessor notifies Lessee that it is not going to repair the Demised Premises. Lessor may cancel the Lease upon ninety (90) days written notice to Lessee if all or a substantial part of the Demised Premises is damaged by fire or other event.

#### Article 13 – Insurance, Indemnity

13.01 Upon the Commencement Date, and throughout the Lessee's term, Lessee shall maintain in force the following insurance coverage:

(a) A policy of commercial general liability insurance, including public liability, personal injury and property damage, that will insure Lessee and Lessor against liability for claims of damage arising from injuries to persons or property and for the death of any persons occurring at or about the Demised Premises with coverage limits of at least \$1,000,000.00 combined single limit liability.

(b) The policy is to be written by a good and solvent insurance company satisfactory to Lessor. Prior to the Commencement Date, and before the expiration of any policy, Lessee shall deliver to Lessor adequate proof of insurance, together with evidence of payment therefor.

(c) All insurance policies required to be carried by or on behalf of Lessee shall name Lessor or its designee as addition insureds. The policies shall certify and provide that Lessor shall be given ten (10) days written notice of any cancellation or failure to renew, or any material change in the policy. "Policy" shall mean any extensions or renewals of an insurance policy.

13.02 Indemnity. Lessee shall indemnify Lessor and any Mortgagee and save it harmless from and against any and all claims, actions for damages, responsibility, judgements, demands, suits, liability and expense which either (I) arise from or are in connection with the Lessee's possession, use occupation, management, repair,



maintenance, or control of the Demised Premises; (ii) arise from any act or omission of Lessee or Lessee's Agents; (iii) result from any default, breach, violation, or nonperformance of this Lease by Lessee; or (iv) result in injury to property or person or loss of life sustained on the Premises.

13.03 Defend. If Lessor shall be made a party to any litigation commenced by or against the Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by Lessor in connection with such litigation. Lessee shall also pay all costs, expenses, and reasonable attorney's fees that may be incurred or paid by Lessor in enforcing the covenants and agreements of this Lease.

13.04 Insure Personally. Lessee shall insure all personal property, equipment and inventory located or brought onto or about the Demised Premises and owned by the Lessee. Lessor shall not be liable in any manner or subject to any claim or demand by Lessee or any secured creditor of Lessee or any other person, firm or corporation for any loss, theft, damage or destruction, partial or complete, to any property owned by Lessee or other located upon or about the Demised Premises.

13.05 Plate Glass Insurance. Lessee must carry plate glass insurance with a company satisfactory to Lessor and furnish copy of same to Lessor.

13.06 Insurance Rate. Lessee shall comply with all insurance requirements relating to or affecting the Demised Premises. If the insurance premium applicable for the permitted uses set forth in section 5.01 as a result of any failure by Lessee to comply with the insurance requirements, or as a result of or in connection with the use to which the Demised Premises are put by Lessee, Lessee shall reimburse Lessor for the excess. The reimbursement shall be made within ten (10) days after Lessor renders the bill therefor.

#### Article 14 – Eminent Domain

14.01 If the whole of the Demised Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the terms of this Lease shall cease and terminate as of the date of the title vesting in such proceeding, and all rent and additional rent shall be paid up to the date and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease.

14.02 In the event of any condemnation or taking whether whole or partial, the Lessee shall not be entitled to any of the award, as damages or otherwise, for such condemnation, except business damages suffered by Lessee, and Lessor is to receive the full amount of such award, the Lessee hereby expressly waiving any right or claim to any part thereof. If less than the entire Demised Premises shall be acquired or unsuitable for the business of the Lessee, then the term of this Lease shall cease and terminate as of the date of title vesting in the taking party and Lessee shall have no claim against the owner for value of any unexpired term of this Lease.

#### Article 15 – Default of Lessee

15.01 Default. If Lessee shall fail to make any payment of rent when due and payable, or upon the institution of any insolvency, dissolution, bankruptcy, or other debtor proceedings by or against the Lessee, or upon the making by Lessee of any assignment for the benefit of creditors, or if Lessee fails to perform the terms of this Lease within five (5) days after Lessor has mailed a notice of default to Lessee as



provided in Article 25, or hand delivered the notice of default to Lessee, any of which are hereby declared to constitute a default under this Lease, then Lessor may proceed immediately to collect all of the unpaid rent and additional rent called for by this lease, and such monies shall bear interest until collection at the highest rate allowed by law. Additionally, in the event of any default by Lessee as aforesaid, it shall be lawful for Lessor at his election, to declare this Lease terminated, and to immediately re-enter upon the Demised Premises or any part thereof, with or without process of laws, Lessee hereby waiving any demand for possession of the Demised Premises. Upon re-entry, Lessor may relet the Demised Premises, or any part thereof, upon such conditions, covenants and for such terms and rents as Lessor may elect. Lessor may apply the rent received on any reletting of the Demised Premises against the account of Lessee, and Lessee hereby covenants and agrees to reimburse Lessor, upon demand, for any deficiency in rent that may occur upon any reletting of the Demised Premises for the initial term or any extended term of this Lease. Any rent deficiency not received by Lessor within three (3) days after demand by Lessor upon Lessee shall bear interest thereon at the highest rate allowed by law. Lessor shall also be entitled upon any Lessee default to have such other remedy or relief as provided by the laws of the State of Florida or as may be afforded by this Lease.

**15.02 Vacation of Demised Premises. Holdover.** Lessee agrees that upon the expiration or termination of this Lease, Lessee will surrender and deliver up said Demised Premises, peaceably and quietly to the Lessor, its agents or attorneys, immediately and forthwith, and if Lessee, his agents and tenants shall hold possession of the premises, or any part thereof, for any period of time after same should have been vacated or surrendered, Lessee shall pay to Lessor for each month or for a prorated portion of any month, double the amount of the rent, and Lessee shall be subject to eviction, removal or otherwise, with or without process of law.

**15.03 Surrender.** No agreement to accept a surrender of the Demised Premises shall be valid unless in writing signed by Lessor. The delivery of keys to any employee of the Lessor or of Lessor's agents shall not operate as a termination of this Lease or a surrender of the Demised Premises. The failure of Lessor to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of the Lease, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt of Lessor of rent with knowledge of the breach of any covenant of this Lease, shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by Lessor unless such waiver be in writing signed by Lessor. No payment by Lessee or receipt by Lessor of a lesser amount than the rent herein stipulated, shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement or any check or any letter accompanying any check for payment as rent be deemed an accord and satisfaction, and Lessor any accept such check for payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy.

**15.04 Attorney's Fees. Costs.** The prevailing party in an action to enforce the terms of this Lease shall be entitled to recover reasonable attorney's fees and costs, at all judicial levels, from the non-prevailing party.

**15.05 Cumulative Remedies.** Lessor and Lessee intend, understand and agree that the various rights, powers, options, elections, privileges and remedies of Lessor as set forth in this Lease, or as prescribed by law, shall be construed as being cumulative and no one of them shall be construed as being exclusive of the other or exclusive of any rights or priorities allowed by law.



#### Article 16 – Nonliability of Lessor

16.01 Lessor shall not be responsible or liable to Lessee for any loss or damage caused by the act or omissions of any persons occupying any space adjacent to or adjoining the Demised Premises, or within the Business Center. Except for loss or damage caused by Lessor's gross negligence, Lessor shall not be responsible or liable to Lessee for any loss or damage resulting to Lessee or its property from water, gas, steam, bursting, stoppage or leakage of pipes.

#### Article 17 – Inability to Perform

17.01 If Lessor fails to perform any of its obligations under this Lease as a result of Force Majeure, Lessor shall not be liable for loss or damage for the failure and Lessee shall not be released from any of its obligations as a result of Force Majeure, the period of delay or prevention shall be added to the item herein provided for the performance of any such obligation.

#### Article 18 – Waiver of Trial by Jury

18.01 Lessee hereby waives all rights to trial by jury, and any claim, action, proceeding or counterclaim by either Lessor or Lessee against each other on any matter arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, and or Lessee's use or occupancy of the Demised Premises.

#### Article 19 – Entry

19.01 During any reasonable time before and after the Commencement Date, Lessor may enter upon the Demised Premises, any portion thereof and appurtenant thereto (with men and materials, if required) for any of the following purposes: (i) inspecting the Demised Premises; (ii) making any repairs, replacements or alterations which Lessor may be required to perform under this Lease, or which Lessor may deem desirable for the Demised Premises; (iii) showing the Demised Premises to prospective purchasers or Lessees of the Lessees.

#### Article 20 – Easement for Pipes

20.01 Lessee shall permit Lessor to erect, use, maintain and repair pipes, cables, conduits, plumbing, vents and wires in, to and through the Demised Premises as often and to the extent that Lessor may now or hereafter deem it to be necessary or appropriate for the proper operation and maintenance of the Business Center.

#### Article 21 – Validity, Captions

21.01 Validity. If any provision of this Lease or the application of any provision of this Lease to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

---

21.02 Captions. The captions and headings used throughout this Lease are for convenience or reference only, and shall not affect the interpretation of this Lease.

#### Article 22 – Liability of Lessor

22.01 Lessor and in case Lessor shall be a joint venture, partnership, tenancy-in-common, association or other form of joint ownership, and the members of any such joint venture, partnership, tenancy-in-common, association or other form of joint ownership, shall have absolutely no personal liability with respect to any provision in this Lease or any obligation or liability arising from this Lease or in connection with this Lease in the event of a breach or default of Lessor of any of its obligations. Lessee shall look solely to the equity of the owner of the Demised Premises in the Demised Premises at the time of the breach or default for the satisfaction of any remedies of Lessee. Such scope based on the liability shall be absolute and without any exception whatsoever.

#### Article 23 –Time of Essence

23.01 Time is of the essence in every particular of this Lease in respect to the promises, covenants, agreements, terms and conditions as herein set forth and particularly shall be of the essence where the obligation is that to pay rents or monies.

#### Article 24 – Binding Effect

24.01 All covenants, promises, conditions, terms and obligations in this Lease set forth and contained, or if implied by law, are covenants running with the land for the initial term and any extended term of this Lease, and shall be binding upon the respective heirs, executors, administrations, personal representatives, guardians, successors and assigns of each of the parties of the Lease.

#### Article 25 – Notice

25.01 When either party desires to give the other a notice in respect to and in connection with, as well as according to the terms and conditions of this Lease, such notice shall be given by registered or certified mail with return receipt requested, and it shall be deemed to be given when deposited in the U. S. Mail with sufficient postage prepaid thereon and properly addressed as follows:

Address of Notice to Lessor  
JOTT PROPERTIES, INC  
Attn: Joyce Miser  
2336 S East Ocean Blvd #151  
Stuart, FL 34996

Address of Notice to Lessee  
TBD

The foregoing shall not prevent the giving of notice by Lessor to Lessee solely by delivery of said notice to any agent or employees of Lessee upon the Demised Premises during normal business hours of the Lessee, and the delivery of such notice shall be as effective in all manners and respects as if said notice had been sent and received by certified mail, return receipt requested, as set forth above.

## Article 26 – Integration

26.01 This Lease contains the whole and entire agreement between Lessor and Lessee as of the date hereof, and the execution hereof has not be induced by either party by reason of any representation, promises or understandings not definitely and specifically expressed in this Lease. There are no collateral agreements, stipulations, promises, or undertaking whatsoever upon or by the respective parties in any way concerning the subject of this Lease which are not expressly, definitely and specifically contained and provided in this Lease. No modification, release, discharge or waiver of any provision of the Lease shall be of any force, effect or value unless same is in writing duly signed guardians, executors, heirs, successors or assigns.

## Article 27 – Public Record

27.01 Lessor understands that Lessee is a public municipality and, as such, this Lease will be part of the public record available to any member of the public; however, Lessee agrees that Lessee will not record a copy of this lease in the public records maintained by the Martin County Clerk of Court without the prior written consent of Lessor.

## Article 28 – Subordination

28.01 This Lease is subject and subordinate to each mortgage that may or hereafter affect the Demised Premises and the Leasehold interest created hereby.

## Article 29 – Late Fees and Administrative Charges

29.01 Rent Due Date. All rents, unless otherwise provided for, are due on the first day of the months and become delinquent on the tenth day of the month.

29.02 Late Charges. A late charge of \$10.00 per day will be assessed beginning the sixth day of the month. This assessment will continue at a rate of \$10.00 per day until rent is paid.

29.03 Exceptions. If the first day of the month falls on a Saturday, Sunday or a Legal Holiday, then the rent shall be due on the first day of the business following those days. If the rent is not paid on the tenth day following those specified days, then the \$10.00 late charge shall be assessed beginning the sixth business day.

29.04 Delinquent Rent. All late charges shall be included in the delinquent rent. The Lessor shall have the option to cancel the Lease without recourse, if the delinquent charges are not included in the subsequent month's rental payment.

29.05 Bad Check Charge. In the event any check, bank draft, or negotiable instrument is given for any payments and is dishonored for any reason whatsoever not valuable to the Lessor, the Lessor shall be entitled to an administration charge of \$35.00 payable to the Lessee. This administration charge shall be included in with the delinquent rent.

---



## Article 30 - Dumpsters

**30.01 Trash/Refuse.** Lessee shall be required to place all garbage, refuse or rubbish, in containers specified by Landlord. Lessee shall not place refuse of any kind along side, in front of, or behind dumpsters. All trash shall be placed inside Dumpster. In addition, all boxes shall be broken down when placed in Dumpsters. Under NO CIRCUMSTANCES shall any construction debris, cabinets, lumber, carpet, sheetrock, or similar debris be placed in Dumpsters. All small personal trashcans shall be placed inside the Demised Premises and never allowed outside the Demised Premises.

**30.02 Penalty.** If Lessee violates the above instructions for dumpster use, an additional amount of money shall be paid to the Lessor in an amount equal to the cost of dumpster clean up by maintenance people, but not less than \$25.00. The charge for cleanup shall be paid on, or before the next first day of the month following notice to Lessee of charge.

**30.03 Prohibited Matters.** In no circumstance shall oil, grease, chemicals or other substances which are pollutants be placed in dumpsters, the disposition of such materials is the total responsibility of the Lessee.

**30.04 Vehicles.** No personal vehicles, boats, or trailers shall be stored at the Business Center.

## Article 31 - Additional Terms

**31.01 ADA Compliance.** Landlord and Tenant do hereby acknowledge and agree that effective January 26, 1992, the Americans with Disabilities Act (hereinafter referred to as "ADA"), including each of the four (4) Titles of the Act, and more specifically Title III of said Act (collectively, the "Act"), is in full force and effect and is applicable to the Premises pursuant to action passed by the United States Congress. The Act is designed to regulate and allow for the equal accessibility of the disabled and impaired person or persons within the Premises or the Property of which the Premises are a part. The Act and all rules, regulations, judicial and administrative rulings and decisions, standards and codes, as the same may be hereafter amended, supplemented and/or modified, are collectively referred to as the "ADA". Tenant does hereby agree that Tenant shall be solely responsible for compliance with the ADA within the Leased Premises during the Term and any renewal terms of this Lease Agreement. Tenant does hereby indemnify Landlord against any fines, litigation or liens that may result from Tenant's noncompliance with the ADA. Landlord shall not be responsible for any legal, civil or criminal action taken by any individual, firm or governmental authority relating to the non-compliance with any and all of the ADA.

**31.02 BROKERS.** Lessee represents and warrants that Lessee has had no dealing with any broker other than Christenson Commercial Real Estate in connection with the negotiation or execution of this Lease, and Lessee agrees to indemnify Lessor and hold Lessor harmless from any and all costs, expenses or liability for commissions or other compensation claimed by any broker or agent other than the party named above with respect to this Lease.

31.03 Sovereign Immunity. Notwithstanding anything in this Lease to the contrary, nothing herein shall be construed as a waiver of Lessee's sovereign immunity in tort, or otherwise, in excess of limits provided or required by law, including but not limited to Florida Statutes Section 768.28 and Article X, Section 13 of the Florida Constitution.

Signed Sealed and Delivered in  
the Presence of

LESSOR  
JOTT PROPERTIES, INC.

Demi O'Connell

WITNESS

Scott Miser

WITNESS

Joyce Miser

By: Joyce Miser

Its: Secretary/Treasurer

LESSEE  
TOWN OF OCEAN BREEZE

Pam Orr

WITNESS

Jan Landel

WITNESS

Karen Ostrand

By: Karen Ostrand, Mayor

LESSOR  
JOTT PROPERTIES, INC.

Jan Craig Buchanan

WITNESS

Joyce Miser

WITNESS

Scott Miser

By: Scott Miser

Its: President



# **GENERAL INFORMATION ITEMS**

**The attached items (i.e.: correspondence, e-mails, reports, etc.) are provided as general information and are not necessarily subject to discussion during this meeting unless Council Members or the Mayor wish to do so.**





June 24, 2022

Via U.S Certified Mail 7021 0950 0001 8095 5259

Mr. Terry O'Neil

Town Manager, Town of Ocean Breeze

Re: PUD Tolling/Extension

Dear Mr. O'Neil,

As a representative for NHC-FL143, LLC (the "Applicant") hereby provides notice to the Town of Ocean Breeze that Applicant intends to exercise the tolling and extension of all obligations pertaining to the deadline submissions pursuant to the Planned Unit Development associated with Applicant's property. Applicant is providing this notification pursuant to 252.363 Fla. Stat. and Governor DeSantis' State of Emergency declaration, as issued by Executive Order 22-27 dated February 2, 2022, and further amended by Executive Order 22-28 dated February 3, 2022. The impact of the weather affected the state of Florida, and limits the Applicant's ability to execute as intended the commitments outlined in the OBE PUD. This tolling and extension applies to all dates, schedules and deadlines outlined in Resolution 219-2019 including but not limited to Item 25 – Development Timetable, and all subsequent schedule amendments as outlined in amended Resolutions number 223-2015, 234-2016 and 238-2016, and Ordinances No. 241-2016 and 291-2019.

The above-mentioned emergency declaration effectively extends the period to excise the rights under a permit, authorization or other regulatory obligation for 6 months in addition to the tolled period outlined in each of the outlined Resolutions.

As stated in previous communications, applicant continues to diligently work towards satisfying all commitments as expeditiously as possible.

Please do not hesitate to contact me if you have any questions.

Yours truly,

Gena May

A handwritten signature in blue ink, appearing to read "Gena May", is written over the printed name.

cc: Community Manager

Ocean Breeze RV Resort  
3000 NE Indian River Dr, Jensen Beach, FL

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 22-27

(Emergency Management – Freezing Temperatures, Harm to Agriculture)

**WHEREAS**, during the weekend of January 28-30, 2022, a strong cold front moved across Florida, subjecting almost the entire State to prolonged freezing temperatures; and

**WHEREAS**, in recent days, temperatures statewide have rapidly returned to seasonable levels; and

**WHEREAS**, prior to the start of the extreme weather, the Florida Division of Emergency Management has coordinated with state agencies and local partners, as well as the Chief State Meteorologist, to determine the areas affected and the potential impacts; and

**WHEREAS**, such prolonged freezing temperatures and extreme fluctuations in weather conditions impact Florida's agricultural industry; and

**WHEREAS**, facilitating an emergency harvest is essential to prevent destruction of agriculture, and the relaxation of the restrictions on commercial vehicles is necessary to transport vulnerable crops to processing sites without delay; and

**WHEREAS**, as Governor of Florida, I am responsible to meet the dangers presented to Florida and its people by this emergency.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. Because of the foregoing conditions, I declare that a state of emergency exists in Brevard, Broward, Charlotte, Citrus, Collier, Daytona, DeSoto, Hardee, Hendry, Hernando, Highlands, Hillsborough, Indian River, Lake, Lee, Manatee, Martin, Miami-Dade, Monroe, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Sarasota, Seminole, St. Lucie, Sumter, and Volusia counties.

Section 2. I designate the Director of the Division of Emergency Management (“Director”) as the State Coordinating Officer for the duration of this emergency and direct him to execute the State’s Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(6)-(12), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Executive Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Invoke and administer the Emergency Management Assistance Compact (“EMAC”) (sections 252.921-252.9335, Florida Statutes) and other compacts and agreements existing between the State of Florida and other states, and the further authority to coordinate the allocation of resources from such other states that are made available to Florida under such compacts and agreements so as to best meet the dangers presented by this emergency.

B. Seek direct assistance and enter into agreements with any and all agencies of the federal government as may be needed to meet this emergency.

C. Direct all state, regional, and local governmental agencies, including law enforcement agencies, to identify personnel needed from those agencies to assist in meeting the response, recovery, and mitigation needs created by this emergency, and to place all such personnel under the direct command and coordination of the State Coordinating Officer to meet this emergency.

D. Direct the actions of any state agency as necessary to implement the Federal Emergency Management Agency's National Disaster Recovery Framework.

E. Designate Deputy State Coordinating Officers and Deputy State Disaster Recovery Coordinators, as necessary.

F. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency. In accordance with section 252.3611(1), Florida Statutes, any such order, declaration, or other action shall specify each statute or rule being amended or waived, if applicable, and the expiration date for the order or action.

G. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of section 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer. No such order shall remain in effect beyond the expiration of this Executive Order, including any extension thereof.

Section 3. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to this emergency may require them to suspend or waive certain statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(6)(a), Florida Statutes, the Executive Office of the Governor may suspend all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of section 120.54(4), Florida Statutes, do not apply to any such suspension issued by the Executive Office of the Governor. No such suspension shall remain in effect beyond the expiration of this Executive Order, including any extension thereof.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. For the purposes of this Executive Order, “necessary action in coping with the emergency” means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency Management Plan (“CEMP”); or (2) ordered by the State Coordinating Officer or designee. In accordance with section 252.3611(1), Florida Statutes, any agency order, declaration, or other action suspending a statute or rule shall specify each statute or rule being amended or waived, if applicable, and the expiration date for the order or action. The requirements of section 120.54(4), Florida Statutes, shall not apply to any such suspension issued by a State agency. No such suspension shall remain in effect beyond the expiration of this Executive Order, including any extension thereof.

C. All state agencies entering emergency orders, emergency rules, or other emergency actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable thereafter, and, pursuant to section 252.36(3)(b), Florida Statutes, shall file the order or declaration with the Division of Administrative Hearings within five days of issuance.

D. The Secretary of the Florida Department of Transportation (DOT) may:

1. Waive the hours of service requirements for commercial motor vehicles that enter Florida to provide emergency services or supplies, or to transport emergency equipment, supplies, personnel or agricultural food commodities and citrus.

2. Waive the size and weight restrictions for divisible loads on any vehicles transporting emergency equipment, services, supplies, and agricultural food commodities and citrus as recommended by the Commissioner of Agriculture, allowing the establishment of alternate size and weight restrictions for all such vehicles for the duration of the emergency. The DOT shall issue permits and such vehicles shall be subject to such special conditions as the DOT may endorse on any such permits. Nothing in this Executive Order shall be construed to allow any vehicle to exceed weight limits posted for bridges and like structures, or relieve any vehicle or the carrier, owner, or driver of any vehicle from compliance with any restrictions other than those specified in this Executive Order, or from any statute, rule, order, or other legal requirement not specifically waived or suspended herein or by supplemental order by the State Coordinating Officer.

E. The Executive Director of the Department of Highway Safety and Motor Vehicles (DHSMV) may waive the hours of service requirements for commercial motor vehicles that enter Florida to provide emergency services or supplies, or to transport emergency equipment, supplies, personnel or agricultural food commodities and citrus.

Section 4. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 5. All actions taken by the Director as the State Coordinating Officer with respect to this emergency before the issuance of this Executive Order are ratified, and he is directed to continue to execute the State of Florida Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with this emergency.

Section 6. This Executive Order is effective immediately and shall expire sixty (60) days from this date unless extended.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 2<sup>nd</sup> day of February, 2022.

  
\_\_\_\_\_  
RON DESANTIS, GOVERNOR

ATTEST:

  
\_\_\_\_\_  
SECRETARY OF STATE

FILED  
2022 FEB -2 PM 5:52  
DEPT. OF STATE  
TALLAHASSEE, FL

## Town of Ocean Breeze

**To:** File

**From:** Pam Orr

**cc:** Terry O'Neil

**Date:** June 30, 2022

**Re:** Conversion of Bocce Ball Court to Pickleball Court

---

On or about July 16<sup>th</sup>, I spoke with Chris at Sun Communities regarding the Council's determination that the change from a bocce ball court to a pickleball court would need to be done as a minor PUD Amendment; and, we spoke about the fact that the residents in attendance and Town Council expressed their concern that residents were not asked their opinion about the change. Several residents in attendance indicated they were not in favor of it.



**townclerk@townofoceanbreeze.org**

---

**From:** townclerk@townofoceanbreeze.org  
**Sent:** Monday, June 20, 2022 4:50 PM  
**To:** 'Chris Walters'  
**Cc:** 'Gena May'; 'Terrance O'Neil'  
**Subject:** RE: Town of Ocean Breeze Meeting Minutes June 2022  
**Attachments:** June 13, 2022 Regular and Zoning Board Meetings.pdf

Hi Chris:

As per your request, please find attached a draft copy of the minutes from the Town Council/Zoning Board meeting on June 13, 2022. The final copy will not be approved until the July meeting. Please let me know if you need anything further.

Have a nice night!

---

Pam Orr  
Town Clerk



Town of Ocean Breeze  
P. O. Box 1025  
Jensen Beach, FL 34957  
772-334-6826 office  
772-334-6823 fax  
townofoceanbreeze.org

**Please make note of our new email address.**

---

**From:** Chris Walters <CWalters@suncommunities.com>  
**Sent:** Monday, June 20, 2022 9:43 AM  
**To:** townclerk@townofoceanbreeze.org  
**Cc:** Gena May <GMay@suncommunities.com>  
**Subject:** Town of Ocean Breeze Meeting Minutes June 2022

Good morning Pam,  
May I have a copy of the Town of Ocean Breeze Meeting Minutes for June 2022? Thanks and advise.

Christopher Walters  
District Resort Manager  
Ocean Breeze Resort  
Ocean View Resort  
3000 N.E. Ocean Breeze Drive  
Ocean Breeze, Florida 34957  
Phone (772) 334-2494



## Town of Ocean Breeze

July 1, 2022

Dear Occupant:

In an effort to keep you informed, the Town of Ocean Breeze wishes to make you aware of the following important meetings and events.

1. Regular Town Council Meetings are held on the **second Monday** of each month at 10:30 am located at Ocean Breeze Resort Clubhouse, Pineapple Bay Room, 700 NE Seabreeze Way, Ocean Breeze, FL.

2. The budget adoption schedule for fiscal year 2022/2023 is shown below. The meetings will take place at Ocean Breeze Resort Clubhouse, Pineapple Bay Room, 700 NE Seabreeze Way, Ocean Breeze at **5:01 pm**.

- Millage Rate and Budget Workshop Wednesday, **July 20, 2021**
- Tentative Millage Rate and Budget Hearing Wednesday, **September 14, 2022**
- Final Millage Rate and Budget Hearing Wednesday, **September 21, 2022**

3. Town Council Elections. Please see Election Proclamation on the reverse side of this letter.

If you have any questions regarding our meeting schedule, the budget process, or seeking a seat on the Town Council or a seat as Mayor, please do not hesitate to call the Town Clerk or visit our website at [www.townofoceانبreeze.org](http://www.townofoceانبreeze.org).

Sincerely,

Karen M. Ostrand  
Mayor

# **TOWN OF OCEAN BREEZE, FLORIDA PROCLAMATION – 2022 TOWN ELECTION**

## **ELIGIBILITY:**

Persons eligible to run for Council Member must be a full-time resident of the Town of Ocean Breeze and a registered voter in Martin County.

## **CANDIDATES:**

Candidates for office shall file for qualifying with the Town of Ocean Breeze Town Clerk between qualifying period of Monday, August 1, 2022 through Monday, August 22, 2022. All qualifying documents are provided by the Town Clerk and can also be accessed on the Town's web-site at: [www.townofoceanbreeze.org](http://www.townofoceanbreeze.org)

## **VACANCIES:**

The positions of three (3) Council Members and Mayor are open. Term is for two (2) years. The Council Members currently holding these positions are: Council Members Richard Gerold, Terry Locatis, David Wagner and Mayor Karen M. Ostrand

## **REGULAR ELECTION:**

The Regular Town Election will be held Tuesday, November 8, 2022.

## **VOTE BY MAIL BALLOTS:**

**Please Contact** – Vicki, Davis, Supervisor of Elections  
135 SE Martin Luther King Jr. Blvd.  
Stuart, FL 34994  
Phone: (772) 288-5637 Fax: (772) 288-5765  
[www.MartinVotes.com](http://www.MartinVotes.com)

**VOTING PLACE & TIME:** Langford Park, 2369 NE Dixie Highway, Jensen Beach, FL 34957.  
Polls are open from 7:00 a.m. to 7:00 p.m.

## **ELECTION RETURNS:**

Election returns shall be furnished the morning after the Election at the Canvassing Board Meeting on Wednesday, November 9, 2022 at 10:00 am at: Town of Ocean Breeze, 1508 NE Jensen Beach Blvd., Jensen Beach.

**DATE TO TAKE OFFICE:** Monday, November 14, 2022

## **VOTER REGISTRATION:**

The deadline for registering to vote in this November 8, 2022 Election, is Tuesday, October 11, 2022. Registration takes place at the Supervisor of Elections' office.

Town Office is located at: 1508 NE Jensen Beach Blvd., Jensen Beach, FL 34957  
Office hours of operation: Monday – Friday, 9:00 a.m. – 12:00 p.m.

**This Proclamation to be approved by Ocean Breeze Town Council on July 11, 2022.**



**From:** Florida League of Cities

**Sent:** Tuesday, July 5, 2022 12:00 PM

**To:** twoneil@aol.com

**Subject:** Register Today for the State-Mandated 4-Hour Ethics Training for Elected Officials!

**FLC UNIVERSITY**



State-Mandated Ethics Training for  
Elected Officials:  
Virtual and Engaging!  
Wednesday, July 13  
10:00 a.m. - 3:30 p.m. ET



In January 2015, a law went into effect requiring all elected municipal officers to receive four hours of ethics-specific training.

Getting the training you need has never been easier. In 2022, FLC University will continue to bring the state-required Continuing Education in Ethics course to you, virtually!

The next class will be held as a webinar **Wednesday, July 13** and will include a morning and afternoon session to cover all four hours with a lunch break in-between.

### **Agenda**

#### **Session 1: Florida Ethics Law (Chapter 112)**

10:00 a.m. - 12:00 p.m. ET

#### **BREAK**

#### **Session 2: Florida Public Records and Public Meetings Law**

1:30 p.m. - 3:30 p.m. ET

Participating in the FULL four hours of this webinar meets the state requirement for annual ethics training. We hope to see you there!

After registering, you will receive a confirmation email containing information about joining the webinar.

[Register Now](#)

## **STRENGTHENING EXPERTISE FOR THE CITIES WE SERVE**

Connect With Us



Advertisement by Florida League of Cities | 301 S. Bronough Street, Suite 300, Tallahassee, FL 32301

[Unsubscribe twoneil@aol.com](mailto:Unsubscribe.twoneil@aol.com)

[Update Profile](#) | [Our Privacy Policy](#) | [Constant Contact Data Notice](#)