

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

November 14, 2022, 10:30 am
Ocean Breeze Resort Clubhouse Pineapple Bay Room
700 NE Seabreeze Way, Ocean Breeze, FL

***PLEASE TURN OFF CELL PHONES –
SPEAK DIRECTLY INTO MICROPHONE***

1. Call to Order, President De Angeles

- Pledge of Allegiance
- Roll Call

2. Approval of Minutes –

- Regular Meeting, Monday, October 10, 2022
(Motion, second, all in favor)
- Tentative Budget and Proposed Millage Rate Hearing, Wednesday, September 14, 2022
(Motion, second, all in favor)
- Final Budget and Proposed Millage Rate Hearing, Wednesday, September 21, 2022
(Motion, second, all in favor)

3. Recognition of Outgoing Town Council Members – President De Angeles

4. Announcement of Election Results – Town Clerk, Kim Stanton

5. Oath of Office – Rick Crary, Town Attorney

6. Selection of Council President and Vice President; and Review of Board and Agency Memberships

7. Budget to Actual – July 1, 2022 – September 30, 2022 Memo.
(Motion to accept, public comment, all in favor)

8. FIRST READING: ORDINANCE #330-2022-AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF OCEAN BREEZE, FLORIDA EXPRESSLY APPROVING THE APPLICATION AND ENFORCEMENT OF MARTIN COUNTY ORDINANCE NO. 1182 “RESIDENTIAL RESTRICTIONS ON SEXUAL OFFENDERS AND SEXUAL PREDATORS” WITHIN THE TOWN OF OCEAN BREEZE; PROVIDING FOR A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND FOR OTHER PURPOSES.

(Motion to approve on first reading, second, public comment, roll call)

9. Confirmation of Contract for Building Official Services – Mayor Karen M. Ostrand
(Motion to approve, second, public comment, roll call)

10. Request for Town Contribution of \$180.00 toward the Annual Jensen Beach Chamber of Commerce Christmas Parade – Ken De Angeles
(Motion to approve, second, public comment, roll call)

11. Discussion of Changing the Time for Town Council Meetings – Council Member, Kevin Docherty

12. Comments from the public on topics not on the Agenda

13. Comments from the Council on topics not on the Agenda

14. Comments from Town Management Consultant Terry O'Neil

15. Comments from Town Attorney Rick Crary

- Update on potentially waiving building permit fees in the event of an emergency/natural disaster
- Review of Sunshine Laws and Public Record Laws

16. Comments from Mayor Ostrand –

- Request for Hurricane Ian Donation in the amount of \$250
(Motion to approve, second, public comment, roll call)
- Request for Environmental Studies Center Donation in the amount of \$275.00
(Motion to approve, second, public comment, roll call)

17. Announcements – Regular Town Council Meeting – Monday, December 12, 2022 at 10:30 am to be held at Ocean Breeze Resort Clubhouse, Pineapple Bay Room, 700 NE Seabreeze Way, Ocean Breeze

18. Adjourn (Motion, second, all in favor)



TOWN OF OCEAN BREEZE OATH OF OFFICE

STATE OF FLORIDA
COUNTY OF MARTIN

“I do solemnly swear (or affirm) that I will support, honor, protect and defend the Constitution and Government of the United States of America and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State and under the Charter of the Town of Ocean Breeze; and that I will faithfully perform the duties of the Town Council to the best of my abilities, so help me God.”

(Candidate)

STATE OF FLORIDA
COUNTY OF MARTIN

Sworn to and subscribed before me this _____ day of _____,
_____ A.D., personally appeared before me _____, personally
known by me _____ or produced driver's license or passport
_____.

Notary

TOWN OF OCEAN BREEZE
MINUTES REGULAR TOWN COUNCIL MEETING
Monday, October 10, 2022 10:30AM
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, Bill Arnold, and David Wagner
Absent: Terry Locatis
 - Staff Present – Town Management Consultant, Terry O’Neil; Town Attorney, Rick Crary; Town Clerk, Kim Stanton; and Administrative Assistant, Shannon Roger
2. **Approval of Minutes** – Council Member Arnold, seconded by Vice President Gerold, made a motion to approve the Minutes of the September 12, 2022 regular meeting.

President De Angeles asked for public comments.

There were none.

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

3. **Resolution #329-2022 – A RESOLUTION OF THE TOWN OF OCEAN BREEZE, FLORIDA, RECOGNIZING CITY GOVERNMENT WEEK, OCTOBER 17-23, 2022 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES** – Kim Stanton read the title of the Resolution into the record.

Mayor Ostrand remarked that as of October, the Town was in its 62nd year, and, she invited residents to help themselves to the patches and pens provided by the Town.

President De Angeles asked for comments from the public.

Council member Arnold, seconded by Council member Docherty, made a motion to approve Resolution 329-2022.

President De Angeles asked for public comments.

There were none.

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

4. **Comments from the public not on the agenda** - Vice President Gerold asked if candidates for Town Council would be able to speak under public comments.

Liz Reece, a resident of Seawalk, introduced herself to the Town Council and the public.

President De Angeles noted that candidates for Town Council are elected by the residents of Ocean Breeze who are registered to vote, and are not elected solely by the current Town Council members.

Sandy Kehlbeck, a resident of Seawalk, introduced herself to the Town Council and the public.

Gina Kent, a resident of Seawalk, introduced herself to the Town Council and the public.

Peggy Araco, a resident of Ocean Breeze Resort, asked how many members of the Town Council were residents of the Resort.

President De Angeles responded that all six Council members resided in the resort as well as the Mayor.

Mayor Ostrand clarified that a resident of The Town of Ocean Breeze could run for an elected position within the Town.

Vice-President Gerold commented that Seawalk was still under development during the last election, therefore the candidates came from Ocean Breeze Resort.

A member of the public (unnamed) asked if the Town Council election coincided with the general election in November.

President De Angeles confirmed that the candidates for Town Council would appear on the ballot for the general election.

5. President De Angeles asked for comments from the Council – Vice-President Gerold asked that if there was a candidate who was no longer in the running, was it too late to have him removed from the ballot.

President De Angeles confirmed that, according to the Supervisor of Elections, it was too late to have the candidate removed from the ballot.

Sandy Keblbeck, a resident of Seawalk, asked if an announcement could be made about the candidate who was asking to be removed from the ballot.

Liz Reese, a resident of Seawalk, also asked if the public could be informed about the candidate who no longer wished to run, but whose name would still appear on the ballot.

Vice President Gerold asked for the name of the candidate.

Liz Reese responded that the candidate was Dustin Larew, and commented that he withdrew due to scheduling conflicts.

6. President De Angeles asked for comments from Town Management Consultant Terry O'Neil and Town Attorney Rick Crary – There were none.

7. President De Angeles asked for comments from The Mayor - Mayor Ostrand mentioned that she hoped all residents fared well in the aftermath of Hurricane Ian. She advised that a few homes had sustained storm damage and that would require repairs, which would require a permit. She asked that a Resolution be created to waive permit fees for damage that was a direct result of extreme weather.

President De Angeles asked that resolution use the term(s) natural disaster rather than extreme weather.

Mayor Ostrand asked Town attorney Rick Crary and Town Management Consultant Terry O'Neil to work on the proposed Resolution. She asked the Council if they would agree to the Resolution.

President De Angeles responded that the Council would need to review the Resolution before voting, but he did not take issue with the idea.

Council member Arnold said he did not take issue with waiving permit fees as long as it was legal.

Mayor Ostrand spoke about her last meeting with the Florida League of Cities and the topics covered, sovereign immunity, annexation, mobility, mobility fees, impact fees and home-based business regulation. She commented that it was legal in the State of Florida to operate a business out of your home; however, the Florida League of Cities would like to add amendments to the law.

Vice President Gerold asked if a home business included an Airbnb.

Mayor Ostrand confirmed that an Airbnb was included but clarified that HOA's could prohibit home-based businesses. She also remarked that the state was not allowing local governments to prohibit home-based businesses.

Council member Wagner stated that while he was unsure about Seawalk, Ocean Breeze Resort prohibited home-based businesses.

Discussion ensued regarding home-based businesses.

8. Announcements – President De Angeles announced the upcoming meetings to be held at Ocean Breeze Resort Clubhouse, Pineapple Bay Room, 700 NE Seabreeze Way, Ocean Breeze, Florida.

He stated that the Martin County Sheriff's Department would be present at all Town meetings at no charge to the Town. He continued that the Town of Ocean Breeze would not be hosting a canvassing board meeting because this was a general election year. He also announced the next Regular Town Council meeting would be held on Monday, November 14, 2021, at 10:30 am at which time elected council members will be sworn-in.

12. Adjourn – Council Member Arnold, seconded by Council Member Docherty, made a motion to adjourn the meeting at 11:01AM

Respectfully Submitted,

Kim Stanton

Town Clerk

Minutes approved: _____

TOWN OF OCEAN BREEZE
MINUTES TENTATIVE BUDGET AND PROPOSED MILLAGE RATE HEARING
Wednesday, September 14, 2022 5:01 p.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 5:01 p.m.

- Pledge of Allegiance – Mayor Ostrand led the Pledge of Allegiance
- Roll Call – Mayor Karen M. Ostrand, President Kenneth De Angeles, Vice-President Richard Gerold, Council Members Kevin Docherty, David Wagner; Bill Arnold
- Staff Present – Town Management Consultant, Terry O’Neil; Town Financial Consultant, Holly Vath, Town Clerk, Kim Stanton; and Administrative Assistant, Shannon Roger

2. Presentation regarding methods of appraisal and other property tax assessment issues– Martin County Property Appraiser, Jenny Fields, CFA and Chief Deputy Karl Andersson, introduced themselves and explained the services and responsibilities of the Martin County Property Appraisers office as well as the valuation process.

Mr. Andersson asked if there were any questions.

A resident from Seawalk asked about the difference in taxing the modular homes vs. RVs at the Resort.

Mr. Andersson clarified that the entirety of Ocean Breeze Resort’s tax base is on income, and further clarified that residents pay monthly lot rent, which is used by the Property Appraiser in the valuation process.

Discussion ensued regarding the registration process for modular homes.

A resident from Seawalk asked why the modular homes were not taxed as Tangible Property.

Mr. Andersson explained that the homes cannot be taxed twice, and residents paid a yearly registration fee to the Tax Collector’s office, similar to an automobile registration fee.

Discussion ensued about other mobile/modular home communities in Martin County and the ownership of lots vs. Ocean Breeze Resort lot ownership.

President De Angeles asked if the Council had any questions or comments.

There were none

Terry O’Neil, Town Management Consultant, asked Mr. Andersson if Martin County assessed ad valorem taxes on modular homes at their discretion or were they following Florida statutes.

Mr. Andersson confirmed that the Martin County Property Appraiser was following Florida statutes to assess ad valorem taxes on the modular homes.

3. Proposed Millage for Fiscal Year 2022/2023 – Holly Vath, Town Financial Advisor.

Ms. Vath explained how State shared revenues were calculated, how the millage rate was set, and explained how the millage rate affected the Town reserves.

Liz Reese, a resident of Seawalk, questioned the need for a large reserve and referenced neighboring municipalities such as Indiantown, Stuart, and Jupiter who have a much smaller, or zero, reserves.

Council Member Wagner responded that the reserve is there should the Town need to operate for two months without an income and stated that in the past the reserve was larger.

Mr. O'Neil commented that Town revenue was not collected consistently, and confirmed that the reserve amount had been reduced significantly. He added that the Town had been able to reduce the millage rate compared to previous years. He clarified that the reserve for The City of Stuart was in direct proportion to its revenue.

Discussion ensued regarding the Town's reserve and its purpose.

Ms. Vath reiterated the need for the reserve, since not all of the Seawalk properties would not be assessed on the Martin County tax rolls until January 2023.

Ms. Reese, Seawalk, disputed the need, and the cost, of a Martin County Sherriff's Deputy at Town Council meetings, and asked that the millage rate be lowered.

Discussion ensued regarding the cost and necessity of a Martin County Sherriff's Deputy at Town Council meetings.

A resident of Seawalk inquired about the cell phone stipend for Town Council members.

Discussion ensued regarding the cell phone stipend for Town Council members.

A Seawalk resident asked if it were possible to broadcast future meetings on the internet via Zoom.

President De Angeles inquired as to the cost of broadcasting future meetings on the internet.

Ms. Vath responded that costs would include a camera, storage, and maintenance of the records due to public records laws.

Discussion ensued regarding Martin County Fire and Rescue and all related costs to the Town.

Ms. Reese again requested that the millage rate be lowered to .9 mills due to the lack of services from the Town.

A resident of Seawalk asked if residents of Ocean Breeze Resort paid for Martin County Sherriff, Fire, and Emergency Services.

Mr. O'Neil responded that Sun Communities had an agreement with Martin County to be taxed for Martin County Sherriff, Fire, and Emergency Services based on the number of residents at the Resort.

President De Angeles asked for further comments or questions from the Council.

There were none.

Mayor Ostrand inquired about the reserve should the millage rate be lowered from the proposed 1.2 mills to 1.0 mills.

Ms. Vath responded that the current proposed rate was 1.2 mills, and in order to lower the rate a motion from the Town Council was required. Ms. Vath referenced the meeting packet.

Council Member Wagner seconded by Council Member Arnold made a motion to set the tentative millage rate at 1.2 mills.

Roll Call: Yes: Docherty, Locatis, Wagner, De Angeles, Arnold, Gerold, Docherty; Motion Passed 6-0

Kim Stanton, Town Clerk, read Resolution No. 325-2022 into record: A RESOLUTION OF THE TOWN OF OCEAN BREEZE OF MARTIN COUNTY, FLORIDA ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE FISCAL YEAR 2022/2023; PROVIDING FOR AN EFFECTIVE DATE.

A Seawalk resident asked why the millage rate is 1.2 mills.

Council Member Wagner responded that the Town required money to operate.

Discussion ensued regarding the millage rate and the neighborhood of Seawalk leaving the Town.

Council Member Locatis, seconded by Council Member Wagner, made a motion to adopt Resolution No. 325-2022.

Roll Call: Locatis, Wagner, De Angeles, Docherty, Gerold, Arnold; No: 0; Motion Passed 6-0

Council Member Locatis seconded by Council Member Wagner made a Motion to adopt Resolution No. 326-2022

Roll Call: Locatis, Wagner, De Angeles, Docherty, Gerold, Arnold; Motion Passed 6-0

4. Proposed Budget for Fiscal Year 2022/2023 – Ms. Vath gave an overview of the budget and explained that the estimated expenses were \$298,730.00.

Ms. Vath asked for comments from the public.

A Seawalk resident asked if there was possibility of dissolving the Town.

Discussion ensued regarding meeting attendance.

Discussion ensued regarding the Millage rate.

Discussion ensued regarding the presence of a Martin County Sheriff's Deputy at Town Council meetings.

Vice President Gerold noted the upcoming election and open seats on the Town Council.

Discussion ensued regarding the meeting time for the monthly Town Council meetings.

Mr. O'Neil reminded the Council of the budget Resolution and asked that the Town Clerk read the Resolution into record.

Town Clerk, Kim Stanton, read Resolution No. 326-2022 into the record: A RESOLUTION OF THE TOWN OF OCEAN BREEZE OF MARTIN COUNTY, FLORIDA ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2022/2023; PROVIDING FOR AN EFFECTIVE DATE

Council Member Locatis, seconded by Council Member Arnold made a Motion to adopt Resolution No. 326-2022.

Roll Call: Yes: Wagner, De Angeles, Locatis, Docherty, Gerold, Arnold; Motion Passed - 6 – 0

5. Discussion of alternate revenue sources – Town Management Consultant Terry O’Neil –

Mr. O’Neil mentioned two utility based alternative revenue sources which could prove to be a more equitable tax arrangement, and significantly lower the ad valorem rate. He clarified that these revenue sources could not be utilized until October 2023, and ordinances would need to be passed. He added that he would continue to collect information on the alternative revenue streams to ensure its usefulness for the Town.

A resident of Seawalk asked if residents of the Resort pay for water and sewer.

Mr. O’Neil responded that the Resort paid the County and the Resort passed the cost along to the residents by way of lot rent. He then reiterated the need to research alternative revenue sources to lower the ad valorem rate.

6. Announcements-

- Final Budget and Proposed Millage Rate Hearing for FY 2022/2023 Wednesday, September 21, 2022 at 5:01PM
- Regular Town Council Meeting – Monday, October 10, 2022 at 10:30AM
- Canvassing Board Meeting – Wednesday, November 9, 2022 at 10:00AM
- Regular Town Council Meeting – Monday, November 14, 2022 at 10:30AM

7. Adjourn – Council Member Wagner, seconded by Council Member Docherty, made a motion to adjourn the meeting at 6:06 pm

All in Favor: Yes: De Angeles, Gerold, Locatis, Wagner; Docherty, Arnold; Motion Passed 6 - 0

Respectfully Submitted,

Kim Stanton

Town Clerk

Minutes approved: _____

TOWN OF OCEAN BREEZE
MINUTES FINAL BUDGET AND PROPOSED MILLAGE RATE HEARING
Wednesday, September 21, 2022 5:01 p.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 5:01 p.m.

- Pledge of Allegiance – Mayor Ostrand led the Pledge of Allegiance
- Roll Call – Mayor Karen M. Ostrand, President Kenneth De Angeles, Vice-President Richard Gerold, Council Members Kevin Docherty, David Wagner; Bill Arnold Absent: Council Member Terry Locatis
- Staff Present – Town Management Consultant, Terry O’Neil; Town Financial Consultant, Holly Vath, Town Clerk, Kim Stanton; and Administrative Assistant Shannon Roger

2. Proposed Millage Rate for Fiscal Year 2022/2023 – Financial Advisor - Holly Vath

Mayor Ostrand discussed the line item for a Martin County Sheriff’s deputy to be present at all Council meetings. She commented that due to a cost increase, she recommended that the line item could be kept in the budget without utilizing the service until after the election. She stated that it would give the new Council time to review the cost and she recommended reducing the millage rate from 1.2 to 1.0 mills.

Council Member Wagner responded that a 1.2 millage rate was .2 mills below what had been recommended by the Town’s Financial Advisor. He emphasized the concessions the Town had made regarding to lower the millage rate in previous years, as well as the need for a large reserve.

President De Angeles asked for questions from the public.

Liz Reese, a Seawalk resident, thanked the Council Members, Mayor Ostrand, Town Manager Consultant Terry O’Neil, Financial Advisor Holly Vath, and Town Clerk Kim Stanton for welcoming the residents of Seawalk to the Town. Ms. Reese then asked that the millage rate be lowered to 1.0 mills, as Seawalk paid for 61.5% of the budget. She again thanked the Town Council for listening to the concerns of the residents of Seawalk. She asked about the reserve and the Town’s financial uncertainty related to the reserve.

Discussion ensued regarding lowering the millage rate to 1.0 mills.

Town Manager Consultant Terry O’Neil explained that as this is the Final Budget meeting and as such the millage rate and budget would be finalized today.

A Seawalk resident thanked the Council Members for considering a lower millage rate, and inquired about alternative sources of revenue as a means of approaching a fairer taxing system.

President De Angeles responded that the Town had been working on the millage issue and remarked that it had been consistently reduced.

President De Angeles asked the Council if they had any questions or comments

Vice President Gerold stated that he was opposed to a 1.2 millage rate and that he believed the millage rate could be lowered to 1.0 mills. He commented that as the pandemic receded, he was hopeful that the Town would receive more income from the State from gasoline taxes and other sources of revenue.

Council Member Wagner stated that lowering the millage rate from 1.2 mills would go against the recommendation of the Town's Financial Advisor, however he did sympathize with residents of Seawalk, and would vote for 1.0 mills.

Vice President Gerold asked Town Financial Advisor, Holly Vath, to confirm that lowering the millage rate to 1.0 mills would reduce the Town's reserve by \$12,000.00.

Ms. Vath confirmed the reduction in the reserve as a result of lowering the millage rate. She explained the Town's reserve in greater detail.

Discussion ensued regarding lowering the millage rate to 1.0 mills

Sandy Keblbck, a resident of Seawalk, thanked Town Clerk Kim Stanton, Financial Advisor Holly Vath, and Mayor Karen Ostrand for answering her questions about the Town's reserve. She also asked if the Town was using the reserve to pay for any legal fees.

Town Management Consultant Terry O'Neil explained that the reserve had been used in the past to pay legal fees, as the reserve could be used to pay for unexpected expenses.

Discussion ensued about the reserve.

Council Member Arnold mentioned the Seawalk HOA fees and their correlating reserve.

Vice President Gerold, seconded by Council Member Docherty made a motion to approve the millage rate of 1.0 mills.

Roll Call Vote: Yes: Wagner, De Angeles, Arnold, Gerold, Docherty; Absent: Locatis; No: 0 Motion Passed 5-0

Town Clerk, Kim Stanton, read Resolution #325-2022 into record: A RESOLUTION OF THE TOWN OF OCEAN BREEZE OF MARTIN COUNTY, FLORIDA ADOPTING THE TENTATIVE FINAL LEVYING OF AD VALOREM TAXES FOR THE FISCAL YEAR 2022/2023; PROVIDING FOR AN EFFECTIVE DATE.

Vice President Gerold, seconded by Council Member Docherty made a motion to approve Resolution No. 325-2022

Roll Call: Yes: Gerold, Docherty, Arnold, De Angeles, Wagner; Absent: Locatis; No: 0; Motion passed 5-0

3. Proposed budget for Fiscal Year 2022/2023 – Financial Officer- Holly Vath

Ms. Vath stated that at the last public meeting the Town adopted a budget of \$298,730.00 and that there had been no changes since the last meeting; however, the updated millage rate which would change the utilization of the Town's reserves.

President De Angeles asked for comments from the public.

A resident from Seawalk asked if the Town had liability insurance to cover legal fees.

Town Management Consultant, Terry O'Neil, explained that the Town did have liability insurance and the legal fees mentioned earlier regarding the reserve were in specific cases of ordinance or PUD violations and would be paid from the reserve. He further explained that as the Town did carry liability insurance and any lawsuits and legal fees stemming from such were paid by the insurance company.

Discussion ensued regarding line items in the budget.

President De Angeles asked if there were any questions from the Council.

There were none.

Town Management Consultant, Terry O'Neil, asked President De Angeles to make a motion to vote on leaving the security line item in the budget until January, with a caveat of not utilizing the expenditure so that the newly elected Council members could review it.

Council Member Wagner, seconded by Council Member Arnold, made a motion to leave the security line item in the budget until the new Council had an opportunity to review it.

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

Town Management Consultant, Terry O'Neil, asked that Town Clerk, Kim Stanton, read Resolution No. 328-2022 into the record with the final budget figure before the Council voted.

Town Clerk, Kim Stanton, read Resolution No. 328-2022 into the record – A RESOLUTION OF THE TOWN OF OCEAN BREEZE OF MARTIN COUNTY, FLORIDA ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2022/2023; PROVIDING FOR AN EFFECTIVE DATE.

Council Member Arnold seconded by Council Member Docherty made a motion to approve the proposed budget for fiscal year 2022/2023.

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

4. Announcements: Meetings to be held at the Ocean Breeze Resort Clubhouse, Pineapple Bay Room, 700 NE Seabreeze Way, Ocean Breeze.

- Regular Town Meeting Monday October 10, 2022 at 10:30AM
- Canvassing Board Meeting Wednesday November 9, 2022 at 10:00AM
- Regular Town Meeting Monday November 14, 2022 at 10:30AM

5. Adjourn – Council Member Arnold, seconded by Council Member Wagner, made a motion to adjourn the meeting at 5:42pm

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

Respectfully Submitted,

Kim Stanton
Town Clerk

Minutes Approved: _____



Item #6

MEMORANDUM

TO: Town Council and Mayor
FROM: Pam Orr, Town Clerk
DATE: November 14, 2022
RE: Annual Election of President and Vice President

After "Oath of Office" on your Agenda, you will need to elect a President and Vice President.

ANNUAL ELECTION OF PRESIDENT AND VICE PRESIDENT

Election of President:

1. The current President asks for nominations for the office of President.
2. The current President asks if there are any other nominations.
3. The current President asks for a Motion to close the nominations.
4. The current President asks for "all in favor" of closing nominations.
5. If there is more than one nomination, the Clerk will call the roll and Council Members will voice their votes per open ballot.

Election of Vice President:

1. The new President asks for nominations for the office of Vice President
2. The new President asks if there are any other nominations.
3. The new President asks for a Motion to close the nominations.
4. The new President asks for "all in favor" of closing nominations.
5. If there is more than one nomination, the Clerk will call the roll and Council Members will voice their votes per open ballot.

Council/Mayor Board Appointments and Liaison Activities
as of November 14, 2022

Organization		Appointee(s)
1	Florida League of Cities (FLC)	Mayor and Council Members participate on their own initiative
2	Florida League of Mayors (FLM)	Mayor Ostrand
3	Treasure Coast Regional League of Cities (TCRLC)	Mayor Ostrand (Council Member Arnold is the alternate)
4	Treasure Coast Regional League of Cities Advocacy Team (TCRLCAT)	Council Member Wagner (President or Vice-President to fill-in as needed)
5	Treasure Coast Council of Local Governments	Council Member Arnold (primary member); Council Member Docherty (alternate member)
6	Local Legislative Delegation	Mayor Ostrand, designated liaison
7	Martin Metropolitan Planning Organization Technical Advisory Committee (TAC)	President De Angeles
8	Martin Metropolitan Planning Organization Bicycle and Pedestrian Advisory Committee (BPAC)	Council Member Docherty
9	Martin County/Jensen Beach Community Redevelopment Area (CRA) Neighborhood Advisory Committee (NAC)	President De Angeles (liaison)
10	Jensen Beach Chamber of Commerce (JBCC)	Mayor and Council Members participate on their own initiative
11	Invitations to official events, ribbon cuttings, State of the County Speech, etc.	Mayor and Council Members participate on their own initiative

Memorandum

TO: TOWN COUNCIL AND MAYOR

FROM: HOLLY VATH, FINANCIAL CONSULTANT

SUBJECT: QUARTERLY FINANCIAL REPORT

DATE: NOVEMBER 7, 2022

Attached is the quarterly financial report for fiscal year 2022.

Revenue

The total budgeted revenue was \$212,224, the Town received \$199,198 which is \$13,026 less than budgeted. Ad Valorem taxes and building permit revenue is \$26,222 less than budgeted. However, State Revenue collections exceeded expectations.

Expenditures

The total budgeted expenditures was \$324, 755, the Town expended \$275,848. The Town had budgeted to utilize \$112,531 of fund balance in fiscal year 2022. The actual amount utilized is \$76,650. This is less than projected during the 2023 budget adoption process.

**Town of Ocean Breeze General Fund
Profit & Loss Budget vs. Actual
October 2021 through September 2022**

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
6001 · Taxes from other Governments				
312300 · State Fuel Tax	4,444.58	9,000.00	-4,555.42	49.38%
312410 · Local Option Gas Tax	3,621.11	0.00	3,621.11	100.0%
312420 · New Local Option Gas Tax	2,626.49	0.00	2,626.49	100.0%
314200 · Local Communications Svc Tax	3,372.17	3,340.00	32.17	100.96%
335120 · State Revenue Sharing	16,941.35	20,300.00	-3,358.65	83.46%
335140 · Mobile Home Tags	2,881.49	2,100.00	781.49	137.21%
335150 · Alcoholic Beverage Licenses	2,055.65	1,500.00	555.65	137.04%
335180 · 1/2 Cent Sales Tax	59,433.29	51,600.00	7,833.29	115.18%
Total 6001 · Taxes from other Governments	95,376.13	87,840.00	7,536.13	108.58%
6002 · Licenses & Permits				
322000 · Building Permits	27,250.15	45,000.00	-17,749.85	60.56%
338200 · Occupational Licenses	505.98	150.00	355.98	337.32%
Total 6002 · Licenses & Permits	27,756.13	45,150.00	-17,393.87	61.48%
6003 · Other Fees for Services				
322001 · Fire Inspections	180.00	750.00	-570.00	24.0%
322004 · Charges for Services	7,042.51	0.00	7,042.51	100.0%
Total 6003 · Other Fees for Services	7,222.51	750.00	6,472.51	963.0%
6004 · Investment & Other Earnings				
361000 · Interest Income	4,136.91	800.00	3,336.91	517.11%
Total 6004 · Investment & Other Earnings	4,136.91	800.00	3,336.91	517.11%
6005 · Ad Valorum Revenue				
312100 · Ad Valorum	64,211.39	72,684.00	-8,472.61	88.34%
Total 6005 · Ad Valorum Revenue	64,211.39	72,684.00	-8,472.61	88.34%
6007 · Miscellaneous Income				
369000 · Misc Inc - MCSB Admin Fee, Etc.	494.70	5,000.00	-4,505.30	9.89%
Total 6007 · Miscellaneous Income	494.70	5,000.00	-4,505.30	9.89%
Total Income	199,197.77	212,224.00	-13,026.23	93.86%
Expense				
6101 · General Government				
513150 · Gross Payroll	79,926.29	93,960.00	-14,033.71	85.06%
513301 · Management Consultant	21,662.00	28,000.00	-6,338.00	77.36%
513302 · Rent	11,880.36	12,390.00	-509.64	95.89%
513304 · Communications / Website	12,373.39	14,565.00	-2,191.61	84.95%
513305 · Engineering	2,637.50	2,500.00	137.50	105.5%
513306 · Accountant	6,180.00	8,000.00	-1,820.00	77.25%
513308 · Insurance W/C	4,987.00	2,200.00	2,787.00	226.68%
513309 · Insurance Package	10,788.00	12,600.00	-1,812.00	85.62%
513311 · Public Advertising Notices	1,677.67	4,000.00	-2,322.33	41.94%
513312 · Office Equipment & Supplies	10,165.01	6,900.00	3,265.01	147.32%
513313 · Postage	521.42	700.00	-178.58	74.49%
513314 · Petty Cash	0.00	0.00	0.00	0.0%

**Town of Ocean Breeze General Fund
Profit & Loss Budget vs. Actual
October 2021 through September 2022**

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
513315 · Audit	15,750.00	16,000.00	-250.00	98.44%
513316 · Utilities	709.83	720.00	-10.17	98.59%
513317 · Dues	1,221.00	1,425.00	-204.00	85.68%
513318 · Mileage Reimb. - Clerks	156.80	1,300.00	-1,143.20	12.06%
513319 · Conferences & Travel - Council	4,097.36	4,300.00	-202.64	95.29%
513320 · Bank Fees	0.00	900.00	-900.00	0.0%
513321 · Election Expenses	0.00	0.00	0.00	0.0%
513322 · Safety Deposit Box	0.00	0.00	0.00	0.0%
513323 · Special projects Code of Ord	0.00	13,000.00	-13,000.00	0.0%
513324 · Special Project-Digitizing	14,126.00	5,000.00	9,126.00	282.52%
513325 · Meeting Security	0.00	0.00	0.00	0.0%
513820 · Contributions	1,459.27	0.00	1,459.27	100.0%
514100 · Legal Counsel	16,163.20	24,000.00	-7,836.80	67.35%
514200 · Computer Services	2,546.46	3,900.00	-1,353.54	65.29%
531110 · Payroll Taxes - Fica	5,082.11	5,825.00	-742.89	87.25%
531111 · Payroll Taxes - Medicare	1,187.50	1,370.00	-182.50	86.68%
531112 · Benefits	0.00	0.00	0.00	0.0%
Total 6101 · General Government	225,298.17	263,555.00	-38,256.83	85.48%
6102 · Public Safety				
524200 · Building Official Services	41,281.50	30,000.00	11,281.50	137.61%
524210 · Building Code Compliance Ser	4,428.00	15,000.00	-10,572.00	29.52%
524220 · Code Compliance Legal	0.00	10,000.00	-10,000.00	0.0%
524300 · Fire Safety Inspector	153.00	1,200.00	-1,047.00	12.75%
524310 · Permit Processing Services	0.00	0.00	0.00	0.0%
Total 6102 · Public Safety	45,862.50	56,200.00	-10,337.50	81.61%
6104 · Transportation				
541300 · Road and Street Maintenance	3,314.00	0.00	3,314.00	100.0%
541301 · Street Lights	1,373.44	5,000.00	-3,626.56	27.47%
541600 · Road and Street Capital	0.00	0.00	0.00	0.0%
Total 6104 · Transportation	4,687.44	5,000.00	-312.56	93.75%
Total Expense	275,848.11	324,755.00	-48,906.89	84.94%
Net Ordinary Income	-76,650.34	-112,531.00	35,880.66	68.12%
Net Income	-76,650.34	-112,531.00	35,880.66	68.12%

Memorandum

To: Town Council and Mayor

From: Terry O'Neil, Town Management Consultant

Cc: Kim Stanton, Town Clerk
Rick Crary, Town Attorney

Date: November 2, 2022

RE: Adoption of Martin County's recently enacted Sex Offender Ordinance

In June of this year, the Martin County Board of Commissioners adopted Ordinance No. 1182 establishing residency limitations for sexual offenders and sexual predators. The ordinance also applies within the Town of Jupiter Island, the Village of Indiantown, the Town of Sewall's Point and the City of Stuart. In that the Town of Ocean Breeze maintains an ordinance (Ordinance No. 37) preempting the application of County ordinances within the Town unless specifically authorized by Town ordinance, enacting the County's sex offender standards will require Council approval.

Accordingly, and noting that the County's standards currently apply in all other Martin County jurisdictions, staff has prepared the attached draft of Town Ordinance No. 330-2022 and **recommends its adoption on first reading.**

Attached documents:

- E-mail from Town Attorney
- Martin County Press Release
- Draft Town Ordinance No. 330-2022 (includes County Ordinance No. 1182 attached as Exhibit A)
- Town Ordinance No. 37

Terry:

After reviewing the statutes, Florida Constitution and AG Opinions, I think that in an abundance of caution in order to confirm the applicability of Martin County's new Sexual Predator ordinance within the boundaries of the Town, I would advise that pursuant to the Town's Ordinance #37 the council would need to adopt an ordinance expressly approving application and enforcement of that ordinance within the Town.

I have called Assistant County Attorney David Arthur to discuss the potential need for such an ordinance. Mr. Arthur says that's no problem and that there is also no hurry for the Town to adopt the ordinance at its upcoming meeting. He says the County's ordinance will not take effect for 90 days (i.e., not until September).

So, the Council will have time to duly consider the matter and bring the matter back for adoption of an ordinance with readings in July and August. (Please note that I will likely be out of town for the August meeting).

Mr. Arther would like to have a copy of Ordinance #37, which per my notes was adopted in November of 1985. Please have Pam or someone make a copy and send it to him at darthur@martin.fl.us

Kind regards,
Rick

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FOR IMMEDIATE RELEASE

Martin County Board of County Commissioners Passes Ordinances Protecting the Community

STUART, Fla (June 7, 2022) – At the June 7 meeting, the Board adopted two ordinances through the public hearing process, adding further protections for our community. The County has a substantial interest in maintaining the quality of life and protecting the health, safety and welfare of residents and visitors.

Restrictions on Sexual Offenders and Sexual Predators

The Board was asked to consider the adoption of an ordinance by the Martin County Sheriff, requiring residential and other restrictions on sexual offenders and sexual predators. The Board adopted the ordinance that will take effect 90 days from June 7. The ordinance prohibits sexual offenders from:

- residing within 2,500 feet of a public or private kindergarten, elementary, middle or secondary (high) school or child care facility
- knowingly accessing County and municipal parks when children under sixteen years of age are present, with an exception for an offender who is the parent or legal guardian of a child present in the park
- accessing child care facilities, with an exception for an offender picking up or dropping off his or her child at the facility and the facility is supervising
- knowingly being within 300 feet of any child safety zone – schools, child care facilities, parks and school bus stops when children under sixteen years of age are present

Prohibition of the Sale of Rabbits, Dogs and Cats at Pet Stores

With Board direction, staff drafted language amending Martin County code to prohibit the sale of dogs and cats by pet stores. Martin County has now joined counties throughout Florida protecting animals and residents. By legislating these protections, the path forward for adoptions is clear, as pet stores may still collaborate with animal shelters and/or private nonprofit organizations to show adoptable rabbits, dogs and cats.

To hear public input and the Board's discussion on these topics, watch the June 7 meeting on the County's [YouTube Channel](#). Residents are encouraged to visit www.martin.fl.us, Martin County's online resource for services, news and information, and connect with us on social media - follow us on [Facebook](#), [Twitter](#) and [Instagram](#).

###

Martha Ann Kneiss | Office of Communications
Office: 772-463-2810 | Mobile: 772-214-2790 | mkneiss@martin.fl.us

About the Martin County Board of County Commissioners

The five-member Board of County Commissioners is the legislative governing body of Martin County. Each Commissioner is elected to a four-year term by voters in the countywide area. Chapter 125.01 of the Florida Statutes establishes the specific duties and powers of the Board of County Commissioners. Exercising their legislative powers, the County Commission adopts ordinances (local laws) and resolutions to establish policies and programs to protect the health, safety and general welfare of Martin County residents.



**BEFORE THE TOWN COUNCIL
TOWN OF OCEAN BREEZE, FLORIDA
ORDINANCE NO. 330-2022**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF OCEAN BREEZE, FLORIDA EXPRESSLY APPROVING THE APPLICATION AND ENFORCEMENT OF MARTIN COUNTY ORDINANCE NO. 1182 "RESIDENTIAL RESTRICTIONS ON SEXUAL OFFENDERS AND SEXUAL PREDATORS" WITHIN THE TOWN OF OCEAN BREEZE; PROVIDING FOR A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND FOR OTHER PURPOSES

* * * * *

WHEREAS, Town Ordinance No. 137 provides that the application of a Martin County ordinance within the Town is preempted unless specifically adopted by Town ordinance, and

WHEREAS, on June 7, 2022, the Martin County Board of County Commissioners, with the encouragement of the Martin County Sheriff, adopted Ordinance No. 1182 establishing residential restrictions on sexual offenders and sexual predators, and

WHEREAS, the Ocean Breeze Town Council has reviewed County Ordinance No. 1182 and considers its application within Ocean Breeze to be in the Town's best interest.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF OCEAN BREEZE, FLORIDA, THAT:

SECTION 1: Martin County Ordinance No. 1182 "*Residential Restrictions on Sexual Offenders and Sexual Predators*" (*Exhibit A attached*), as may be amended from time to time, shall be applicable within the Town of Ocean Breeze.

SECTION 2: All ordinances or parts of ordinances herewith are hereby repealed to the extent of such conflict.

SECTION 3: If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

PASSED on First Reading this 14th day of November, 2022.

Council Member _____ offered the foregoing ordinance and moved its adoption. The motion was seconded by Council Member _____ and upon being put to a roll call vote, the vote was as follows:

_____, PRESIDENT
_____, VICE-PRESIDENT
_____, COUNCIL MEMBER
_____, COUNCIL MEMBER
_____, COUNCIL MEMBER
_____, COUNCIL MEMBER

YES	NO	ABSENT

ADOPTED on this 12th day of December, 2022.

ATTEST:

KIM STANTON

TOWN CLERK

PRESIDENT

KAREN OSTRAND

MAYOR

APPROVED AS TO FORM:

RICK CRARY, II

TOWN ATTORNEY

EXHIBIT A

BEFORE THE BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

ORDINANCE NUMBER 1182

AN ORDINANCE OF MARTIN COUNTY, FLORIDA, ADDING ARTICLE 7, RESIDENTIAL RESTRICTIONS ON SEXUAL OFFENDERS AND SEXUAL PREDATORS TO CHAPTER 111, MISCELLANEOUS PROVISIONS, GENERAL ORDINANCES, MARTIN COUNTY CODE; PROVIDING FOR APPLICABILITY, CONFLICTING PROVISIONS AND SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article 8, Section 1(f) of the Florida Constitution concerning non-charter counties such as Martin County, the Board of County Commissioners may enact ordinances applying not only to the unincorporated areas but also to incorporated areas, that is, municipalities, so long as the ordinance is not in conflict with a municipal ordinance in which case the ordinance shall not be effective within the municipality to the extent of such conflict; and

WHEREAS, pursuant to Sections 944.606(2) and 943.0435(12), Florida Statutes, the Florida Legislature has found and determined that the protection of the public from sexual offenders, particularly those who have committed offenses against minors, is a paramount governmental interest; and

WHEREAS, Sections 775.215, 947.1405(7)(a)2. and 948.30(1)(b), Florida Statutes, provide for one thousand (1,000) feet residence prohibitions from specified locations for certain sexual offenders and sexual predators; and

WHEREAS, pursuant to Section 125.01(1)(t), Florida Statutes, the Board of County Commissioners is authorized to adopt ordinances and resolutions necessary for the exercise of its powers and to prescribe fines and penalties for the violation of ordinances in accordance with law; and

WHEREAS, pursuant to Section 125.01(1)(w), Florida Statutes, the Board of County Commissioners is authorized to perform any other acts not inconsistent with law, which acts are in the common interest of the people of the County, and to exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, the County has a substantial and compelling interest in maintaining the quality of life and protecting the health, safety and welfare of citizens at schools, child care facilities and parks to engage in positive education, economic and social activities, and has a substantial and compelling interest in allowing the citizens to gainfully and productively use and

enjoy the facilities in such areas in the County without victimization at the hands of a sexual offender or sexual predator; and

WHEREAS, the County finds that the creation of a sexual offender and sexual predator residency prohibition section of the Martin County Code of Ordinances, which would prohibit sexual offenders and sexual predators under certain Florida Statutes from residing within twenty-five hundred (2,500) feet of specified locations in the County, is in the best interest of the health, safety and welfare of the residents, citizens, and visitors of the County; and

WHEREAS, the Florida Third District Court of Appeal has held that a county ordinance nearly identical to this proposed ordinance was valid and not preempted by the Legislature in *Exile v. Miami-Dade County*, 35 So.3d 118, 118 - 119 (2010) and *Calderon v. State of Florida*, 93 So.3d 439, 440 - 441 (2012); and

WHEREAS, the enactment of this proposed ordinance will not conflict with any municipal ordinance.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, MARTIN COUNTY, FLORIDA, THAT:

PART 1: ADDITION OF ARTICLE 7, RESIDENTIAL RESTRICTIONS ON SEXUAL OFFENDERS AND SEXUAL PREDATORS, TO CHAPTER 111, MISCELLANEOUS PROVISIONS, GENERAL ORDINANCES, MARTIN COUNTY CODE

Article 7, Residential Restrictions on Sexual Offenders and Sexual Predators, is hereby added to Chapter 111, Miscellaneous Provisions, of the Martin County Code of Ordinances to read as follows:

**ARTICLE 7. RESIDENTIAL RESTRICTIONS ON
SEXUAL OFFENDERS AND SEXUAL PREDATORS**

Section 111.149. - Title.

This ordinance shall be known and may be cited as "The Martin County Residential Restrictions Ordinance".

Section 111.150. - Findings and Intent.

1. Repeat sexual offenders, sexual offenders who use physical violence and sexual offenders who prey on children are sexual predators who present an extreme threat to the public safety. Sexual offenders are extremely likely to use physical violence and to repeat their offenses. Most sexual offenders commit many offenses, have many more victims than are ever reported, and are prosecuted for only a fraction of

their crimes. This makes the cost of sexual offender victimization to society at large, while incalculable, clearly exorbitant.

2. The intent of this article is to serve the County's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the County, particularly children, by prohibiting sexual offenders and sexual predators from: (i) establishing temporary or permanent residence in certain areas where children are known to regularly congregate; (ii) renting or leasing certain property to sexual offenders or sexual predators if such property is located in close proximity to where children are known to regularly congregate; and (iii) accessing parks and child care facilities.

Section 111.151. - Applicability.

This ordinance shall be applicable to the incorporated and unincorporated areas of Martin County to the extent not in conflict with a valid municipal ordinance.

Section 111.152. – Definitions and References to Statutes and Codes.

A. Definitions. The following terms and phrases, whether the first letter is capitalized or in lower case or in the singular or plural, when used in this ordinance shall have the meanings ascribed to them in this section unless the context otherwise requires:

1. “Child” or “children” means any person(s) less than sixteen (16) years of age.
2. “Child care facility”, as defined in Section 402.302(2), Florida Statutes, means any child care center or child care arrangement which provides child care for more than five (5) children unrelated to the operator and which receives a payment, fee, or grant for any of the children receiving care, wherever operated, whether or not operated for profit, and that is duly licensed pursuant to Sections 402.301 - 319, Florida Statutes, and Rule 65C-22, Florida Administrative Code.
3. “Child safety zone” means an area three hundred (300) feet extending from schools, child care facilities, parks, and school bus stops measured in a manner similar to the measurement of the residency restriction area provided in this ordinance.
4. “Convicted” or “conviction” means a determination of guilt which is the result of a trial or the entry of a plea of guilty or nolo contendere plea (or an Alford or Kennedy plea), regardless of whether adjudication is withheld or if there is a suspended execution or imposition of sentence, resulting in a “sanction,” which includes, but is not limited to, community control, community service, conditional release, controlled release, a fine, hospitalization or institutionalization, monitoring, parole, probation, remedial program, or incarceration in a federal prison, state prison, private correctional facility, or local detention facility including but not limited to a county or municipal jail. Convictions may be from any federal or state

jurisdiction, the jurisdictions of any territory or possession of the United States, a military tribunal including courts-martial conducted by any branch of the Armed Forces of the United States, any tribal jurisdiction, and any foreign jurisdictions, that is, jurisdictions outside of the United States and its possessions and territories where the foreign jurisdiction accords the minimum of due process to an accused and has followed the foreign jurisdiction's own procedures.

5. "Day" means a calendar day.
6. "Legal guardian" or "guardian" shall mean biological or adoptive parent of a child registered at a child care facility or a person who is responsible for the care and maintenance of said child pursuant to Florida Statutes or similar laws of another jurisdiction.
7. "Park" means a County or municipal park.
8. "Permanent residence" means a place where a person abides, lodges, or resides for three (3) or more consecutive days.
9. "Reside" or "residence" means to have a place of permanent residence, temporary residence, or transient residence.
10. "School" means a public or private kindergarten, elementary, middle or secondary (high) school or any educational facility operated by the Martin County Public School System.
11. "Sexual offender" shall have the meaning ascribed to such term in Section 943.0435, Florida Statutes.
12. "Sexual offense" means a conviction under Sections 794.011, 800.04, 827.071, 847.0135 excluding 847.135(6), or 847.0145, Florida Statutes, or a similar law of another jurisdiction in which the victim or apparent victim of the sexual offense was less than sixteen (16) years of age, excluding Section 794.011(10), Florida Statutes.
13. "Sexual predator" shall have the meaning ascribed to such term in Section 775.21, Florida Statutes.
14. "Temporary residence" means a place where the person abides, lodges, or resides for a period of three (3) or more days in the aggregate during any calendar year and which is not the person's permanent address, or a place where the person routinely abides, lodges, or resides for a period of three (3) or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.
15. "Transient residence" means a place where a person lives, remains, or is located for a period of three (3) or more days in the aggregate during a calendar year and which is not the person's permanent or temporary address. The term includes, but is not limited to, a structure or outdoor area where the person sleeps or seeks shelter and a location that has no specific street address.

B. References to Statutes and Codes. Any amendment, revision, re-codification or change to any statute or code that is cited in this ordinance shall be as effective as the

original citation. Nothing herein shall preclude the County from amending this ordinance as necessary.

Section 111.153. - Sexual Offender and Sexual Predator Residence Prohibition; Penalties.

1. It is unlawful for any person who has been convicted of a violation of Sections 794.011 (sexual battery), 800.04 (lewd and lascivious acts on/in presence of persons under age 16), 827.071 (sexual performance by a child), 847.0135 (sexual acts transmitted over computer) excluding 847.0135(6), or 847.0145 (selling or buying of minors for portrayal in sexually explicit conduct), Florida Statutes, or a similar law of another jurisdiction, in which the victim or apparent victim of the offense was less than sixteen (16) years of age, to reside within 2,500 feet of any school or child care facility.
 - a. The 2,500-foot distance shall be measured in a straight line from the outer boundary of the real property that comprises a sexual offender's or sexual predator's residence to the nearest boundary line of the real property that comprises a school or child care facility. The distance may not be measured by a pedestrian route or automobile route, but instead as the shortest straight-line distance between the two points.
2. Penalties. A person who violates this section shall be punished by a fine not to exceed one thousand dollars (\$1,000.00) or imprisonment in the County jail for not more than three hundred sixty-four (364) days or by both such fine and imprisonment.

Section 111.154. - Exceptions.

1. A sexual offender or sexual predator residing within 2,500 feet of any school or child care facility does not commit a violation of this section if any of the following apply:
 - a. The sexual offender or sexual predator established a residence on or before September 5, 2022. The sexual offender or sexual predator shall not be deemed to have established a residence or registered said residence for purposes of this section if the residence is an illegal multifamily apartment unit within a neighborhood zoned for single-family residential use.
 - b. The sexual offender or sexual predator was a minor when he or she committed the sexual offense and was not convicted as an adult.
 - c. The school or child care facility was opened after the sexual offender or sexual predator established the residence.
2. This section shall not apply to a sexual offender or sexual predator who is convicted of a subsequent sexual offense as an adult after residing at a registered residence within 2,500 feet of a school or child care facility.

Section 111.155. - Property Owners or Lessors Prohibited from Renting Real Property to Certain Sexual Offenders or Sexual Predators; Penalties.

1. It is unlawful to let or rent any place, structure, or part thereof, trailer or other conveyance, with knowledge that it will be used as a permanent or temporary residence by any person prohibited from establishing such permanent or temporary residence pursuant to this ordinance, if such place, structure, or part thereof, trailer or other conveyance, is located within 2,500 feet of a school or child care facility. Knowingly renting to a sexual offender or predator shall include, but shall not be limited to, renting or leasing a residence after being notified that the prospective renter, lessee or adult resident is a sexual offender or predator as defined in this ordinance.
2. Prior to letting, renting or leasing any place, structure, or part thereof, trailer or other conveyance for use as a permanent or temporary residence that is located within 2,500 feet of a school or child care facility, and annually thereafter if a rental agreement is entered into, the owner or lessor shall obtain confirmation of a nationwide search from the Martin County Sheriff's Office or other law enforcement agency that the prospective renter, lessee or adult resident is not a registered sexual offender or sexual predator as a result of a conviction of a sexual offense as defined in this ordinance. A person may call the Martin County Sheriff's Office to obtain assistance or referrals to determine whether a prospective renter, lessee or adult resident is a sexual offender or predator and to determine whether a residence is 2,500 feet from a particular school or child care facility.
3. Penalties.
 - a. A person who violates subsection 1 of this section shall be punished by a fine not to exceed five hundred dollars (\$500.00) or imprisonment in the County jail for not more than sixty (60) days, or both such fine and imprisonment. A person who is convicted of a second or subsequent violation of subsection 1 of this section shall be punished by a fine not to exceed one thousand dollars (\$1,000.00) or imprisonment in the County jail for not more than 364 days, or by both such fine and imprisonment.
 - b. A person who violates subparagraph 2 of this section shall be punished by a civil penalty of \$500.00 for each day of violation or noncompliance.

Section 111.156. - Sexual Offender and Sexual Predator Access to Parks and Child Care Facilities Restricted; Penalties.

1. It is unlawful for a sexual offender or sexual predator convicted of a sexual offense to knowingly be present in a County or municipal park when a child under the age of 16 years is present, unless the sexual offender or sexual predator is the parent or legal guardian of a child present in the park.

2. Within one hundred eighty (180) days after the effective date of this ordinance, signage at the entrance of County and municipal parks shall include notification that a person convicted of a sexual offense shall not be present in a park when a child under the age of sixteen (16) years is present, unless the sexual offender or sexual predator is the parent or guardian of a child present in the park.
3. It is unlawful for a sexual offender or sexual predator convicted of a sexual offense to knowingly enter or remain in a child care facility ("facility") or on its premises unless the sexual offender or sexual predator:
 - a. Is dropping off or picking up a child registered at the facility and is the parent or legal guardian of said child; and
 - b. Remains under the supervision of a facility supervisor or his or her designee while on the facility premises.
4. Penalties. A person who violates this section shall be punished by a fine not to exceed \$500.00 or imprisonment in the County jail for not more than 60 days, or by both such fine and imprisonment. A person who is convicted of a second or subsequent violation of this section herein shall be punished by a fine not to exceed \$1,000.00 or imprisonment in the County jail for not more than 364 days, or by both such fine and imprisonment.

Section 111.157. - Loitering or prowling in child safety zone; penalties.

1. It is unlawful for any sexual offender or sexual predator:
 - a. To loiter or prowl with the intent to commit a sexual offense while knowingly within a child safety zone when children are present; and
 - b. To engage in overt conduct that, under the circumstances, manifests an intent to commit a sexual offense.
2. Conduct which may, under the circumstances, be deemed adequate to manifest an intent to commit a sexual offense includes, but is not limited to, conduct such as the following:
 - a. Making sexual conversation or sexual remarks to a child;
 - b. Making lewd or sexual gestures to a child, or exposing sexual organs to a child; and
 - c. Giving gifts of candy, money, music, or other items to a child to which he or she is not related or acquainted.
3. Unless flight by the sexual offender or sexual predator or other circumstance makes it impracticable, a law enforcement officer shall, prior to any arrest for an offense under this section, afford the sexual offender or predator an opportunity to explain his or her presence and conduct. No sexual offender or predator shall be convicted of an offense under this section if the law enforcement officer did not comply with this procedure or if it is proven at trial that the explanation given by the sexual

offender or predator is true, and that the sexual offender or predator had no intent to commit a sexual offense.

4. As used in this section a sexual offender or predator is related to a child if he or she is the father, mother, step-father, step-mother, grandparent, sibling, cousin, aunt, uncle or resides with the child. As used in this section a sexual offender or predator is acquainted with a child if he or she has been introduced to the child in the presence of an adult with legal authority to supervise the child.
5. Penalties. A person who violates this section shall be punished by a fine not to exceed \$500.00 or imprisonment in the County jail for not more than 60 days or by both fine and such imprisonment.
6. This section is not intended to limit or affect the applicability of any general loitering and prowling statutes to sexual offenders or predators, including, but not limited to, Section 856.021, Florida Statutes.

Sections 111.158 – 111.163. – Reserved.

PART 2: APPLICABILITY OF ORDINANCE.

This Ordinance shall be applicable to the unincorporated areas of Martin County, and to the incorporated areas of Martin County to the extent permitted by Article VIII, Section 1(f), of the Constitution of the State of Florida.

PART 3: CONFLICTING PROVISIONS.

Martin County ordinances, County resolutions, or parts thereof, in conflict with this ordinance are hereby superseded by this ordinance to the extent of such conflict.

PART 4: SEVERABILITY.

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances by a court of competent jurisdiction, such holding shall not affect its applicability to any other person, property or circumstances.

PART 5: FILING WITH THE DEPARTMENT OF STATE.

The Clerk be and hereby is directed forthwith to scan this ordinance in accordance with Rule 1B-26.003, Florida Administrative Code, and file same with the Florida Department of State via electronic transmission.

PART 6: CODIFICATION.

Provisions of this Ordinance shall be incorporated into the Martin County General Ordinances, except that parts 2 through 7 shall not be codified. The word "ordinance" may be changed to

“article,” “section,” or other word, and the sections of this Ordinance may be renumbered or re-lettered.


PART 7: EFFECTIVE DATE


This Ordinance shall take effect on September 5, 2022.

PASSED AND DULY ADOPTED THIS 7th DAY OF JUNE, 2022.

ATTEST:


**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**




CAROLYN TIMMANN, CLERK
OF THE CIRCUIT COURT AND
COMPTROLLER


DOUG SMITH, CHAIRMAN

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**


SARAH W. WOODS
COUNTY ATTORNEY

AN ORDINANCE OF THE TOWN OF OCEAN BREEZE, FLORIDA, PREEMPTING APPLICATION OF COUNTY ORDINANCES WITHIN THE INCORPORATED LIMITS OF THE TOWN OF OCEAN BREEZE WHICH ORDINANCES ARE NOT SPECIFICALLY ADOPTED BY ORDINANCE BY THE TOWN OF OCEAN BREEZE; PROVIDING FOR INSERTION IN THE TOWN CODE; PROVIDING REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH; PROVIDING FOR SEPARATION IN THE EVENT A SECTION OR PORTION IS DECLARED TO BE UNCONSTITUTIONAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Ocean Breeze has reviewed and considered the legal opinions stated in AGO 85-48 issued June 14, 1985, by the Attorney General of the State of Florida to the effect that a county ordinance may be enforced throughout the county, in municipalities as well as the unincorporated areas, if it is not in conflict with an ordinance of the municipalities and deals with a matter that is susceptible to county-wide regulation; and

WHEREAS, the Town Commission has determined that a broad construction of this Attorney General's Opinion would have the following consequences:

(a) The difficulty of determining whether a given county ordinance "deals with a matter that is susceptible to county-wide regulation" would create confusion and uncertainty; and

(b) The necessity for the officers and employees of the Town of Ocean Breeze to maintain constant familiarity with new county ordinances and the existing county code would result in administrative hardship; and

(c) The potential for inconsistent interpretations and enforcement of the same county ordinance within the unincorporate areas of the county and the Town of Ocean Breeze would be undesirable.

(d) The necessity for the government of the Town of Ocean Breeze to retain control of all matters of local concern.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF OCEAN BREEZE, FLORIDA, that no ordinance, rule, regulation or other enactment of Martin County shall apply

within or be enforced within the incorporated limits of the Town of Ocean Breeze, Florida, unless such application and enforcement is expressly required under general or special law or expressly approved by the Town Commission through a duly enacted ordinance.

SEPARATION.

If any section, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance, and it shall be construed to have been the intent of the Board to adopt this Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts had not been included herein. If this Ordinance or any provision thereof shall be held to be inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holdings shall not affect its applicability to any other person, property or circumstances.

REPEAL.

Town ordinances and Town resolutions, or parts thereof, in conflict with this Ordinance are hereby abolished and repealed to the extent of such conflict, except that this ordinance shall not operate to repeal ordinances in which any ordinance, rule, regulation or other enactment of Martin County has previously been adopted.

INCORPORATION IN TOWN CODE.

Provisions of this Ordinance shall be incorporated in the Town Code and the word "Ordinance" may be changed to "section", "article", or other appropriate word, and the sections of this Ordinance may be renumbered or relettered to accomplish such intention.

EFFECTIVE DATE.

This Ordinance shall become effective immediately upon the date of its adoption according to law.

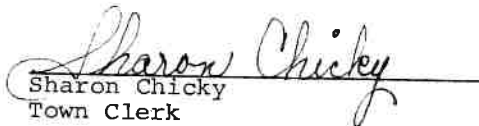
PASSED first reading at the regular meeting of the Town Commission held on the 9th day of September, 1985.

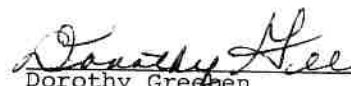
PASSED second reading at the regular meeting of the Town Commission held on the 14th day of October, 1985.

ADOPTED at the regular meeting of the Town Commission held on the 11th day of November, 1985.

ATTEST:

TOWN COUNCIL
TOWN OF OCEAN BREEZE PARK


Sharon Chicky
Town Clerk

By: 
Dorothy Green
Its President

APPROVED AS TO FORM:

APPROVED:


William F. Crary II, Esq.
Town Attorney


Carl E. Hoke
Mayor

Memorandum**To:** Town Council**From:** Mayor Ostrand**Cc:** Kim Stanton, Town Clerk
Terry O'Neil, Town Management Consultant
Rick Crary, Town Attorney
Pam Orr, Permitting Consultant
Holly Vath, Town Finance Consultant**Date:** November 7, 2022**RE:** Confirmation of Contract for Building Official Services

With the sad and untimely death of our long-time Building Official, Mr. Larry Massing, the Town has been compelled to move promptly in finding a state-licensed individual to take his place. Under state law, all building approval and inspection activities conducted by a local jurisdiction must be overseen by a licensed Building Official. To that end, in accordance with Section 1. of Town Ordinance No. 275-2018, I have approved the attached contract with Mr. Stefano (Steve) Nicolosi (prepared by the Town Attorney) on expedited basis and am now **seeking Council confirmation of my action.**

Steve is a seasoned professional with an outstanding reputation. He is currently the City of Stuart's Building Official and with his employer's approval has agreed to provide his services under essentially the same conditions as Mr. Massing.¹ You'll note that the contract may be cancelled by either party with ten-days' notice. I am not proposing a budget amendment in conjunction with this action.

Attached documents:

- Building Official Contract
- Mr. Nicolosi's Building Official Credentials
- Town Ordinance No. 275-2018

¹ The new contract includes a \$250 monthly expenses allowance.

Consulting Services Agreement

This Consulting Services Agreement ("Agreement") is made on November __, 2022 (the "Effective Date"), between the Town of Ocean Breeze, Florida, P.O. Box 1025 Jensen Beach, Florida 34958 ("Client") and Stefano J. Nicolosi, 930 NW Spruce Ridge Drive, Stuart, Florida 34994 ("Consultant").

1.1. Specific Services. Consultant, acting independently and not as an employee of Client, agrees to perform the services specified in Schedule 1, the "Statement of Work" attached to this Agreement and incorporated into this Agreement by reference. Consultant warrants that it is qualified to perform the services and that the services will be performed in a professional, timely and workmanlike manner with the advice, input, and direction of Client.

1.2. Method of Performing Services. Consultant will determine the method, details, and means of performing the above-described services. Consultant shall devote such working time and attention to the performance of the services as required to satisfy all duties and responsibilities of Consultant in finishing the assignment. Consultant shall perform its obligations hereunder in compliance with the terms of this Agreement and any and all applicable laws and regulations.

2.1. Term. This Agreement shall have an initial term of one year from the Effective Date (the "Initial Term"), unless earlier terminated in accordance with the provisions in Section 5. Thereafter, the Agreement shall be automatically renewed for additional one year term (each a "Renewal Term"), unless not less than 30 days prior to the end of the Initial Term or any Renewal Term, either Party notifies the other of its intent not to renew the Agreement. The Initial Term and Renewal Terms, if any, are collectively referred to herein as the "Term".

3.1. Fees. In full consideration for the services described in this agreement to be performed by Consultant, Client agrees to pay Consultant the consulting fees and expenses as set forth in Schedule 1. Payment for services shall be made as set forth in Schedule 1.

4.1. Consultant is Independent Contractor. Consultant enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Consultant agrees that neither Consultant nor any Consultant personnel is or will become an employee, partner, agent, or principal of Client while this Agreement is in effect. This agreement does not in any way create any type of partnership, association, joint venture, or other business relationship. Consultant agrees neither Consultant nor any Consultant personnel shall be entitled to the rights or benefits afforded to Client's employees, including but not limited to, disability or

unemployment insurance, workers' compensation, medical or life insurance, sick leave, compensation time, overtime, retirement or holiday benefits, vacation time, profit sharing, bonuses, or any other employment benefit. Consultant is responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, licenses, and any other requirement for Consultant and for Consultant's employees and subcontractors of Consultants.

4.2. Payment of Taxes and Fees. Consultant is solely responsible for paying when due any taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Consultant for services under this Agreement. This includes but is not limited to any federal, Florida or local income taxes, social security or unemployment tax, or any other taxes.

4.3. Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.

4.4. Liability Insurance. Client will obtain and pay for a policy of general liability insurance suitable for its purposes to cover any negligent acts or errors and omissions committed by Consultant or Consultant's employees or agents during the performance of any duties under this Agreement.

5.1. Termination. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party and 10 days to cure any material breach. Termination will take effect immediately upon the breaching party's failure to cure any material breach within 10 days of receipt of the written notification. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following: (a) Client's failure to pay Consultant any compensation due within 10 days after written demand for payment; (b) Consultant's failure to material perform the services specified in the Statement of Work. Upon an early termination, Consultant shall receive a pro-rated payment for services actually rendered. Either Party may terminate this Agreement at any time with or without cause by giving 30 days prior written notice,

6.1. New Developments. Consultant agrees that all designs, plans, reports, specifications, drawings, inventions, processes, and other information or items produced by Consultant while performing services under this Agreement will be the sole and exclusive property of Client and its assigns, nominees, and successors, as will any copyrights, patents, trade secrets, trademarks, or other intellectual property and property rights obtained by Consultant while performing services under this Agreement.

6.2. **Non-Solicitation.** During the term of this Agreement and for a period of two years thereafter, Consultant shall not: (1) solicit or hire away any of Client's employees or contractors it became aware of as a result of performing services under this Agreement.

7.1. **Notices.** Any notices required to be given under this Agreement by either party to the other shall be in writing and shall be transmitted either by (i) registered mail, (ii) certified mail, return receipt requested, or (iii) overnight mail (with all fees paid), addressed to the party to be notified at the address stated in the opening paragraph of the Agreement or to such other address (or person) as such party shall specify by like notice.

7.2. **Entire Agreement; Modifications.** This Agreement, together with any exhibits, schedules, or other documents referenced herein, supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Consultant for Client and contains all of the representations, warranties, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in a writing signed by an authorized representative of the party to be charged.

7.3. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

7.4. **Dispute Resolution.** The parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Martin County, Florida. Both parties hereby submit to the jurisdiction and venue of any such court. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.

7.5. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law principles, and Chapter 119, Florida Statutes. **If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the custodian of public records at (772) 334-6826, townclerk@townofoceanbreeze.org, 1508 NE Jensen Beach Boulevard, Jensen Beach, FL 34958.**

7.6. **Waiver: Rights Cumulative.** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The

failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter. The rights and remedies of the parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

7.7. Counterparts. This Agreement may be executed by facsimile and in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.


7.8. Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, or acts of God, in which event the non-performing Party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Each Party shall use reasonable efforts to notify the other party of the occurrence of such an event within five (5) business days of its occurrence. If Consultant's performance is delayed over 10 days, Client may terminate this Agreement.

The parties hereto have executed this Agreement as of the Effective Date.

Town of Ocean Breeze

Sign: 
Karen M. Ostrand, Mayor

Consultant

Sign: 
Stefano J. Nicolosi

Schedule 1 – Scope of Work and Fees

Scope of Work: Serving as the Building Official to provide plan review, inspections, and oversight of contract inspectors, including the duties described in Attachment A.

Fees: Consultant shall be paid \$12,000.00 per year at the rate of \$1,000.00 per month. This monthly fee includes an estimated 6.67 hours monthly (or 80 hours of service annually) for services directly related to the administration of the Florida Building Code within the municipal boundaries of the Town of Ocean Breeze. If these services exceed 6.67 hours monthly (or 80 hours of service annually), Nicolosi shall be paid at the rate of \$150.00 per hour upon receipt of a monthly invoice.

Expenses. Consultant will invoice Client for expenses, including but not limited to travel, lodging, meals, and other costs, on a monthly basis and cap individual expenses at \$250 per month unless Client approves expenses that exceed \$250.

Attachment A

Consultant is responsible for professional and technical work involved in the various activities relating to the inspection of buildings, facilities and structures. Responsibilities include the regulation, planning, organizing, inspecting and permitting of building construction. Duties include reviewing plans and specifications of new, repaired, added or altered projects for permitting and complying with codes, ordinances and regulations of the Town of Ocean Breeze and State of Florida. Serves as Americans With Disabilities (ADA) Coordinator as defined in FSS Administrative duties include heavy public contact and interpretation of ordinances and laws associated with construction sites. Work is reviewed through conferences, reports, observations, and the success of programs and new procedures developed and implemented to achieve established goals.

EXAMPLES OF ESSENTIAL FUNCTIONS

1. Examines plans, specifications, sketches and blueprints for compliance with local zoning codes and state requirements.
2. Meets with various professionals, officials, architects, engineers, proprietors and the general public in the discussion of building construction and related project compliance.
3. Approves and recommends for issuance permits of buildings, infrastructures and construction projects indicating the safety and health of the public is adhered to by meeting the regulations established.
4. Prepares reports, correspondence and responds to inquiries related to building codes, construction projects, department policies and procedures.
5. Drives to constructions sites performing field inspection as required.
6. Represents the Town as Building Official, attends meetings and provides assistance to staff, officials, agencies, technical workers, contractors and the general public.
7. Maintains accurate and current files, reports, records and related documents covering the creation, implementation, maintenance and completion of the building inspection project and programs.
8. Identifies unsafe structures and takes appropriate action as prescribed by the Town's Code of Ordinances, the Florida Building Code and other pertinent codes.

NOTE: The examples of essential functions as listed in this classification specification are not necessarily descriptive of any one position in the class. The omission of an essential function of work does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

Attachment A

Consultant is responsible for professional and technical work involved in the various activities relating to the inspection of buildings, facilities and structures. Responsibilities include the regulation, planning, organizing, inspecting and permitting of building construction. Duties include reviewing plans and specifications of new, repaired, added or altered projects for permitting and complying with codes, ordinances and regulations of the Town of Ocean Breeze and State of Florida. Serves as Americans With Disabilities (ADA) Coordinator as defined in FSS Administrative duties include heavy public contact and interpretation of ordinances and laws associated with construction sites. Work is reviewed through conferences, reports, observations, and the success of programs and new procedures developed and implemented to achieve established goals.

EXAMPLES OF ESSENTIAL FUNCTIONS

1. Examines plans, specifications, sketches and blueprints for compliance with local zoning codes and state requirements.
2. Meets with various professionals, officials, architects, engineers, proprietors and the general public in the discussion of building construction and related project compliance.
3. Approves and recommends for issuance permits of buildings, infrastructures and construction projects indicating the safety and health of the public is adhered to by meeting the regulations established.
4. Prepares reports, correspondence and responds to inquiries related to building codes, construction projects, department policies and procedures.
5. Drives to constructions sites performing field inspection as required.
6. Represents the Town as Building Official, attends meetings and provides assistance to staff, officials, agencies, technical workers, contractors and the general public.
7. Maintains accurate and current files, reports, records and related documents covering the creation, implementation, maintenance and completion of the building inspection project and programs.
8. Identifies unsafe structures and takes appropriate action as prescribed by the Town's Code of Ordinances, the Florida Building Code and other pertinent codes.

NOTE: The examples of essential functions as listed in this classification specification are not necessarily descriptive of any one position in the class. The omission of an essential function of work does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD PLANS EXAMINER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

BLDG

NICOLOSI, STEFANO

4319 E KINSEY RD
AVON PARK FL 33825

LICENSE NUMBER: PX2517

EXPIRATION DATE: NOVEMBER 30, 2023

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD RESIDENTIAL PLANS EXAMINER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

NICOLOSI, STEFANO

4319 E KINSEY RD
AVON PARK FL 33825

LICENSE NUMBER: RPX255

EXPIRATION DATE: NOVEMBER 30, 2023

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Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE BUILDING CODE ADMINISTRATOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

NICOLOSI, STEFANO

4319 E KINSEY RD
AVON PARK FL 33825

LICENSE NUMBER: BU1880

EXPIRATION DATE: NOVEMBER 30, 2023

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Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

BLDG, RESI, PLUM

NICOLOSI, STEFANO

602 SE FLAMINGO AVE
STUART FL 34996

LICENSE NUMBER: BN3624

EXPIRATION DATE: NOVEMBER 30, 2023

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**BEFORE THE TOWN COUNCIL
OF THE TOWN OF OCEAN BREEZE, FLORIDA
ORDINANCE NO. 275-2018**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF OCEAN BREEZE, FLORIDA, PURSUANT TO TOWN CHARTER SECTION 2.03., CONCERNING THE POWERS OF THE MAYOR, REQUIRING THAT ANY ACTIONS TAKEN BY THE MAYOR UNDER PARAGRAPHS 5), 6) AND 7) OF SAID SECTION WITH REGARD TO BOARD APPOINTMENTS, THE HIRING AND FIRING OF EMPLOYEES AND INDEPENDENT CONTRACTORS, ETC., SHALL BE SUBJECT TO CONFIRMATION BY VOTE OF THE TOWN COUNCIL; PROVIDING FOR A CONFLICTS CLAUSE; A SEVERABILITY CLAUSE; AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Section 2.03 of the Town of Ocean Breeze Charter sets forth the powers of the Mayor, and

WHEREAS, paragraphs 5, 6 and 7 of Section 2.03 state that, among his or her other duties, the Mayor shall make or rescind appointments to boards and commissions, hire or fire the Town Clerk and other employees, negotiate and execute employee contracts, including contracts with independent contractors, and has the power to dismiss or remove anyone so engaged, and

WHEREAS, paragraphs 5, 6 and 7 of section 2.03 also state that actions taken by the Mayor pursuant to said paragraphs may require confirmation by the Town Council, if so required by ordinance, and

WHEREAS, the Town Council of the Town of Ocean Breeze, Florida deems in the Public's best interest that actions taken by the Mayor under paragraphs 5, 6 and 7 of Section 2.03 of the Town Charter shall first require confirmation by vote of the Town Council.

NOW, THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF OCEAN BREEZE, FLORIDA THAT:

SECTION 1. CONFIRMATION BY VOTE OF THE TOWN COUNCIL REQUIRED

From and after the date of adoption of this ordinance, any actions taken by the Mayor under paragraphs 5, 6 and 7 of Section 2.30 of the Town Charter shall require subsequent confirmation by vote of the Town Council, except in instances where the Mayor has sought and obtained the Town Council's prior approval for such action(s).

SECTION 2. SEVERABILITY

If any section, sentence, clause, phrase or word of this ordinance is for any reason declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance and the remaining portions shall be deemed and held to be valid.

SECTION 3: EFFECTIVE DATE

This ordinance shall become effective upon its adoption by the Town Council.

PASSED on First Reading this 12th day of March, 2018.

Council Member Wagner offered the foregoing ordinance and moved its adoption. The motion was seconded by Council Member Gerold and upon being put to a roll call vote, the vote was as follows:

KEN DE ANGELES, PRESIDENT
ANN G. KAGDIS, VICE-PRESIDENT
RICHARD GEROLD, COUNCIL MEMBER
MARY JO GEYER, COUNCIL MEMBER
DAVID J. WAGNER, COUNCIL MEMBER
TERRY LOCATIS, COUNCIL MEMBER

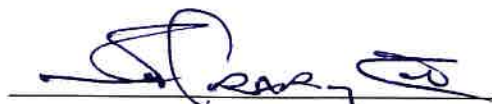
YES	NO	ABSENT	ABSTAIN
X			
X			
X			
X			
X			
		X	

ADOPTED on second and final reading this 9th day of April, 2018.



KAREN M. OSTRAND
MAYOR


KEN DE ANGELES
PRESIDENT

APPROVED AS TO FORM:


RICK CRARY, II
TOWN ATTORNEY

ATTEST:


PAM ORR
TOWN CLERK

From: Jensen Beach Chamber <info@jensenchamber.com>
Sent: Tuesday, October 25, 2022 2:12 PM
To: townclerk@townofoceanbreeze.org
Subject: Taste of Jensen 2022

Taste of Jensen Early Bird Tickets Ends Oct. 28



Tuesday, December 6

5:30pm - 9:00pm

*Stroll through Downtown
Jensen Beach*

*Taste Delicious Samples from
25 Participating Restaurants*



Enjoy Live Music

Town of Ocean Breeze
Golf Cart Parade

Community Christmas
Tree Lighting

featuring Jensen Beach High
School Jubilate

Grab Your Tickets Here

Jensen Beach Chamber of Commerce | PO Box 1536, Jensen Beach, FL 34958-1536

[Unsubscribe townclerk@townofoceanbreeze.org](mailto:townclerk@townofoceanbreeze.org)

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

Sent by info@jensenchamber.com powered by





INVOICE

Date Due

October 28, 2022

Town Clerk
Town of Ocean Breeze
NE Jensen Beach Blvd
Jensen Beach, FL 34957

Town of Ocean Breeze Golf Cart Parade Sheriff's Deputy Escort

Balance Due: \$180

Three-hour Sheriff Deputy Golf Cart Parade Escort December 6, 2022

Please make checks payable to: **Jensen Beach Chamber of Commerce**
PO Box 1536
Jensen Beach, FL 34958-1536

PLEASE RETURN THIS PORTION OF THE INVOICE WITH PAYMENT

Town of Ocean Breeze

Town of Ocean Breeze Golf Cart Parade Sheriff's Deputy Escort

Balance Due: \$180

Three-hour Sheriff Deputy Golf Cart Parade Escort December 6, 2022

5. Discussion of Changing the Time for the Town Council Meetings – Kevin Docherty

Council Member Docherty stated that he wanted Council to discuss the option of changing the Town Council Meeting time from 10:30 am to 5:00 pm or later. He explained that he felt that there would be more participation if the Regular Town Council meeting was held in the evening.

Council Member Docherty made a motion to change the Town Council Meetings from 10:30 am to 5:00 pm.

Vice-President Gerold asked if the Town Charter would need to be amended to adjust the meeting times.

Town Management Consultant Mr. O'Neil stated that the time could be changed by an ordinance, but that two public hearings would need to be held prior to approving.

Council Member Locatis commented that he had spoken with various residents and the consensus was that the Seawalk residents attended the recent budget meetings because the meetings were regarding the Town budget and the millage rate. He commented that these meetings are mandated to take place at 5:01pm and that he didn't believe there were any benefits to moving the Regular Town Council meeting time.

Council Member Arnold concurred with Council Member Locatis.

Council Member Wagner agreed with both Council Member Locatis and Council Member Arnold.

Mayor Ostrand stated the importance of discussing the matter especially in light of the fact that there were working residents of the Town who are interested in running for Council, but were not willing because the current Town meeting time interfered with their work schedule. She added that the meetings, typically, were generally over within one hour.

Vice-President Gerold informed the Council about the other cities and their meeting times.

Deirdre Henry, Ocean Breeze Resort, stated her concerns regarding paying staff overtime to attend evening meetings and agreed with Council Member Locatis.

President De Angeles asked for a second.

Motion failed due to lack of a second.

6. Comments from the public on topics not on the agenda – Jay Spicer, Martin County Fair Manager, provided background information on the current programs that the fair was providing to encourage youth to get involved with various areas of farming, etc. Mr. Spicer, asked for the Town's support in funding to get the new fair grounds infrastructure in place.

Discussion ensued regarding how the Town could support the new fairgrounds.

President De Angeles asked for further public comment.

There was none.

Attorney Crary stated that the decision to accept the lot should be with the Mayor (conditionally authorized by the Council) and that he would certainly advise her of his opinions once the new title commitment arrives. He stated that the Council would authorize the Mayor, under these circumstances, to make the decision to accept and move forward.

Council Member Docherty asked Attorney Crary for an estimation of fees associated with accepting ownership of Parcel "A".

He commented that it was difficult to predict such a thing but that his costs are based on hours. He spoke about the strange complexity of this particular lot. He spoke about the poorly written de-annexation statute, possible obstacles regarding de-annexation and that he estimated a possible ten thousand dollar range outside of any litigation.

Discussion ensued regarding the background of the Seawalk exits, maintenance of the parcel, a possible de-annexation ordinance, possible uses for the parcel, history of the parcel and Ocean Breeze West, accepting the parcel with contingencies, possible closing issues, Forestar's unwillingness to extend the deadline to accept the parcel, easement with Martin County Utilities for the water main, procedures for accepting or not accepting the parcel, possible conditions for acceptance, maintenance of the parcel, septic conversion, PUD language, sewer connections to the site, size of the parcel not suitable for a Town office/meeting facility, possible long range plans for a Town office, possible future sewer assessments.

Mayor Ostrand stated that she believed the Council should not accept the property and stated her reasons.

Council Member Arnold, seconded by Council Member Wagner, made a motion to reject taking ownership of Parcel "A".

Roll Call Vote: Yes: Locatis, Wagner, De Angeles, Arnold, Gerold & Docherty; No: None; Motion Passed - 6 - 0

8. Discussion of Changing Time of Regular Town Council Meetings – Council Member Docherty spoke about the Town's growth, the Seawalk development and the possibility of moving the time of the regular town council meetings from 10:30 a.m. to an evening meeting. He added that he took a simple survey of forty residents over the past couple of weeks and asked them one simple question. He reported that 34 residents of those surveyed stated that they would be more inclined to attend an evening meeting versus 6 people who would leave the meeting time at 10:30 a.m. He also reported the meeting times of surrounding towns and cities were in the evening. He spoke about how he volunteered for Mayor Flynn and Mayor Menino of Boston and that city meetings were at 7:30 pm. He asked for a discussion to look into changing the meeting time to five, six or seven o'clock p.m. He spoke about the Seawalk community and the fact that it was not a 55 and older community. He spoke about full-time workers and how working during the day might interfere with attending town council meetings. He asked staff to look into the possibility of changing the meeting time sometime after April 1, 2021. He asked for comments from the Town Council in order to take the next step.

President De Angeles asked for comments from the Town Council.

Council Member Locatis stated that Seawalk would have a home owner's association and would be hiring a manager to enforce the rules, etc. and he did not believe those residents would be attending the Town meetings unless they wanted a PUD change. He added that he did not want to change the meeting time unless the residents of the resort wished to change the time.

Mayor Ostrand commented that the residents of Seawalk should be able to attend the meetings and that they would be more inclined if the meetings were in the evening.

Council Member Arnold stated that he believed the majority should rule, but that he was not for making that change.

Vice-President Gerold stated that he would like to think about the issue more and get more feedback from the residents before making a decision.

President De Angeles asked Pam Orr, Town Clerk, for her opinion on the matter.

Mrs. Orr stated that when she and Kim were hired it was with the understanding that the meetings were in the morning. She stated that would be something to think about.

President De Angeles asked Mr. O'Neil for his opinion.

Mr. O'Neil stated that if staff were to bring back a draft ordinance sometime in April, this would give the individual council members time to hear from residents. He added that the staff could do some research on the impacts of moving the meeting time to an evening time and bring forward a draft ordinance as a placeholder and that the Council could then deliberate to make a decision.

Council Member Arnold asked the audience to indicate if they would prefer evenings. He then asked the audience to indicate if they would prefer daytime.

President De Angeles asked the Town Clerk if everything (pertaining to the Town Council meetings) was on the Town website.

Pam Orr indicated "yes."

President De Angeles asked the Council if they would like to get a draft ordinance for a future meeting.

Council Member Docherty, seconded by Vice-President Gerold, who stated he did not agree but to get some research done and questions answered, made a Motion that the Town Manager and staff look into this and come back with a draft ordinance by April 1, 2021 and let the Council know the pros and cons of changing the regular town council meeting time from the morning to an evening time including any additional costs to the Town.

Attorney Crary stated that his rate would probably be the same even though it would be inconvenient for him to attend at night.

Pam Orr, Town Clerk asked if a draft ordinance was to be brought forth.

President De Angeles answered "no."

The Council Member concurred.

Mr. O'Neil stated that the motion mentioned by April 1, 2020 and asked if that meant for the first meeting in April, 2021.

Council Member Docherty answered "yes."

All in Favor: Yes: De Angeles, Gerold, Arnold, Docherty & Locatis; No: Wagner; Motion Passed - 5 - 1

Memorandum

To: Town Council and Mayor

From: Terry O'Neil, Town Management Consultant

CC: Pam Orr, Town Clerk
Kim Stanton, Town Bookkeeper
Rick Crary, Town Attorney
Holly Vats, Town Financial Advisor

Date: April 6, 2021

Re: Town Council meetings

During last November's Council meeting, Member Docherty raised the issue of moving the Town's once-a-month Council meetings from 10:30 AM to 5 PM, or perhaps later. In prompting the discussion, Mr. Docherty pointed out that both the Resort and Seawalk communities are developing rapidly and that more and more of our new residents have jobs – thus making daytime meetings more difficult to attend (minutes attached). It was agreed that staff would look into the matter, particularly in terms of operations, and report back in April 2021. This memo has been drafted for that purpose.

At present, the Town Charter requires that the Council meet at least once a month at a date and time determined by ordinance. Ordinance No. 66, copy attached, requires that regular Council meetings be held on the second Monday of each month at 10:30 AM. Unlike Town Charter amendments, which require voter approval, ordinances may be changed by a simple majority vote of the Council upon two public hearings.

Staff/Operational Considerations

Both the Town Clerk and Bookkeeper were hired with the understanding that monthly meetings would take place during the day, which continues to be their preference, however, each is willing to adapt if need be. The Town Attorney prefers daytime meetings but is willing to attend evening meetings as circumstances permit. Mr. Crary cautions that his practice calls for him to appear before other local jurisdictions that hold night meetings and that scheduling conflicts may occasionally arise. Town Financial Consultant, Holly Vath, has no preference with regard to daytime or evening meetings. As the Town's Management Consultant, I prefer daytime meetings but can adjust if there's a change.

Under the Ocean Breeze East PUD agreement, Town meetings are held at the resort clubhouse. The owner, Sun Communities, offers no objection to evening meetings provided its options for holding other events, (i.e.: food and bar service, parties, group activities, etc.) are not curtailed. At present, Sun's restaurant/bar is not open on Mondays, but this is subject to change. In sum, if Council meetings are to be held in the evening, all parties should be aware that other events or activities elsewhere in the clubhouse may be occurring at the same time.

As for the meeting practices of neighboring jurisdictions, a list of other Treasure Coast local governments and their meeting schedules is attached.

Staff awaits any further direction on this matter.

**AN EMERGENCY ORDINANCE OF THE TOWN
OF OCEAN BREEZE PARK, FLORIDA
SETTING AND CONFIRMING THE TIME
AND PLACE OF REGULAR MEETINGS OF
THE TOWN COUNCIL;**

WHEREAS, the revised Town Charter requires that regularly scheduled meetings of the Town Council be set by ordinance;

BE IT ORDAINED AND ENACTED BY THE TOWN COUNCIL OF THE TOWN OF OCEAN BREEZE PARK, FLORIDA:

SECTION I: That an emergency exists within the Town of Ocean Breeze Park affecting the health, welfare and safety of the citizens of said town.

SECTION II: That regularly scheduled meetings of the Town Council shall be held at the Town Hall at 10:30 a.m. on the second Monday of each month, unless such day is a holiday, in which such event such meeting shall take place at the aforesaid time and place upon the next following Monday which is not a holiday.

SECTION III: Special meetings may be held as provided in the Charter.

SECTION IV: It is hereby acknowledged and confirmed that the foregoing schedule of regular meetings has been a longstanding procedure well known within the community.

SECTION V: This Ordinance shall become effective immediately upon its adoption.

PASSED AND ADOPTED AS AN EMERGENCY ORDINANCE this 14th day of September, 1992.

TOWN COUNCIL
TOWN OF OCEAN BREEZE PARK

By: Kathleen Leebe
Its President

ATTEST:
Sharon Chicky
Town Clerk

APPROVED:
Paul L. Leebe
Mayor

APPROVED AS TO FORM:
[Signature]
TOWN ATTORNEY

Jurisdiction	Regular meeting(s) per month	Time
Martin County	2nd and 4th Tuesday	9:00 AM
City of Stuart	2nd and 4th Monday	5:00 PM
Village of Indian Town	2nd and 4th Thursday	6:30 PM
Town of Sewall's Point	2nd and 4th Tuesday	5:30 PM & 7:00 PM
Town of Jupiter Island	one (varies)	9:30 AM
Town of Ocean Breeze	2nd Monday	10:30 AM
St. Lucie County	1st and 3rd Tuesday	6:00 PM & 9:00 AM
City of Port Saint Lucie	2nd and 4th Monday	6:30 PM
City of Fort Pierce	1st and 3rd Monday	6:00 PM & 4:30 PM
St. Lucie Village	3rd Tuesday	6:30 PM
Indian River County	1st, 2nd and 3rd Tuesday	9:00 AM
City of Vero Beach	1st and 3rd Tuesday	8:30 AM
Indian River Shores	4th Thursday	9:00 AM
City of Sebastian	2nd and 4th Wednesday	6:00 PM
City of Fellsmere	1st and 3rd Thursday	7:00 PM
Town of Orchid	1st Wednesday	9:00 AM
Okeechobee County	2nd and 4th Thursday	9:00 AM
City of Okeechobee	1st and 3rd Tuesday	6:00 PM

MEMO

To: Terry O'Neil
From: Rick Crary
Date: November 8, 2022
Re: Waiver of Permit Fee Issue

Pursuant to the Town Council's direction and your request, I have performed research regarding the issue of waiving permit fees associated with repairs necessitated by natural disasters. At this time I have the following comments and observations:

1. Florida Statutes Section 533.79 adopted the Florida Building Code statewide. Per that statute a permit is required in order to "construct, erect, alter, modify, *repair*, or demolish any building within the state..."
2. Permits are obtained from the authorized state or local enforcing agency "...upon the payment of such reasonable fees adopted by the enforcing agency." (Fla. Statute Section 533.79 (1)(a).
3. Florida Statute Section 553.80 authorizes "each local government" to regulate building construction in accordance with the Florida Building Code.
4. Florida Statute 166.222 says that a governing body of a municipality "*may* provide a schedule of reasonable inspection fees *in order to defer the costs of inspection and enforcement...*"
5. Florida Statutes Section 553.80 (b)1.c. allows a local enforcement agency to adopt rules granting the owner of a single-family residence an exemption from "Building and inspection fees." However, such exemptions cannot be granted for "repair of substantial damage" to "single-family residences that are located in mapped flood hazard areas..."

Numerous revisions to the statutes referenced above have been made in the last three years. Section 533.80 (7)(a) still says that local governments *may* charge reasonable fees per Florida Section 166.222, but the statute now provides more stringent oversight regarding the restriction on the use of such fees. The use of the word *may* in those two statutes makes it appear entirely optional as to whether the Town wants to charge inspection fees to defray its costs. So, it seems inconsistent and rather confusing for 553.80 to also say that the Town has a right to adopt rules regarding exemptions from its own inspection fees, but prohibits any such exemptions for homes in flood hazard areas.

In the legislature's current transition to greater spheres of preemption, this may be something that has not been fully sorted out. The law on the subject may be in a state of disarray until judicially interpreted. Normally, I would think the Town would have the right to waive its own fees that are intended solely to defray its own costs. Traditionally that has been so, and preliminary online research shows that some counties and municipalities have waived some permit fees with regard to repairs necessitated by Hurricane Ian.

Those local governments that have recently waived permit fees appear to have strictly limited the time-period for making the waiver available. Some have specifically defined the types of repairs and the dollar amounts involved. In other words, they appear to be limiting the waiver to a specific natural disaster and to dollar amounts they anticipate being able to afford.

A waiver of permit fees shifts the costs associated with rebuilding to the taxpayer, and if a government were underfunded with regard to the costs expended on its Building Department and could not defray those costs with permit fees, taxes would likely need to be raised across the board at some point. For that reason, it would seem prudent to assess each natural disaster one at a time, rather than summarily waiving all permit fees for every disaster yet to come.

I would recommend that any such disaster-by-disaster review should involve the Town's Building Official and CFO to get a clear handle on what the Town could then afford regarding the specific natural disaster at hand, prior to coming up with a resolution narrowly tailored and equally applied to a specific natural disaster.

In the present instance, with regard residences located in flood hazard zones where the statute says fees cannot be waived, I would suggest that perhaps your new Building Official might check around with his counterparts around the state to see how that is being implemented at this time. It appears that any proposed waiver resolution would have to make that exclusion clear.

From: Mattia, Anita <mattiaa@martinschools.org>
Sent: Thursday, October 27, 2022 8:23 AM
To: Town Clerk
Cc: Mattia, Anita; Gaynor, Valerie
Subject: Donation Request 2023

Good Afternoon,

As in past years, we were wondering if you would be willing to make a donation to The Environmental Studies Center here in Jensen Beach. We really appreciate all your support in the past. Please consider this a formal request for the fiscal year of 2023.

Donations such as yours are a vital part of maintaining the quality and quantity of programs for our youth. The Environmental Studies Center continues to serve all public-school children in Kindergarten through Seventh grade, high school marine biology and environmental science classes, private school students and visitors from the general public. Your donation will continue to help us foster a love for our community in the future generations!

Thank you for your consideration of this matter.

If you have any questions, please let me know.

Best Regards,

Anita Mattia
Environmental Studies Center
2900 NE Indian River Dr.
Jensen Beach, FL 34957
(772) 219-1887 EXT:59100



District Vision- A Dynamic Educational System of Excellence
District Mission- Educate All Students for Success

Public Records Statement- Under Florida's "Public Records" law, absent a specific exclusion, written communications to or from Martin County School District employees are considered public records. E-mail communication with this correspondence may be subject to public and media disclosure upon request.



Hurricane Ian Recovery Resources

[Click here for most up-to-date information](#)

Donate

SWFL EMERGENCY RELIEF FUND | VOLUNTEER | DONATE

[DONATE](#)

In partnership with the United Way, the Collaboratory has started a hurricane relief fund.



Financial donations remain the best way to assist families impacted by Hurricane Ian now and for the long-term recovery. Any amount is welcome to the SWFL Emergency Relief Fund organized through the Collaboratory and The United Way

All proceeds support Southwest Florida nonprofits helping residents now and in the weeks and months ahead.

[Volunteer](#)

[Donation of Goods](#)

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.

From: mayor@townofoceanbreeze.org
Sent: Thursday, October 27, 2022 12:42 PM
To: 'Dennis McManus'
Cc: townclerk@townofoceanbreeze.org
Subject: RE: Crosswalk / Flasher Activator Sign Destroyed by Traffic Accident in the Town of Ocean Breeze

Dear Mr. McManus

Thank you for your quick action putting up a sign for the cross walk. Please keep us informed when you will be installing the original sign.

Again the Town of Ocean Breeze appreciates your quick response.

Karen M Ostrand

Mayor of Ocean Breeze

From: Dennis McManus <dmcmanus@martin.fl.us>
Sent: Tuesday, October 25, 2022 1:19 PM
To: townclerk@townofoceanbreeze.org
Cc: Mayor Karen Ostrand <mayor@townofoceanbreeze.org>; 'Karen Krumbholz' <kkrumbholz@gocaptec.com>; jcapra@gocaptec.com; cwalters@suncommunities.com; jmangelico@sheriff.martin.fl.us; Damian Bono <dbono@martin.fl.us>; Lukas Lambert <llambert@martin.fl.us>
Subject: RE: Crosswalk / Flasher Activator Sign Destroyed by Traffic Accident in the Town of Ocean Breeze

In the interim we will be reinstalling the old sign assembly as a static sign, it will not be operational, but will provide warning of the crosswalk.

Dennis McManus

Traffic Sign & Marking Supervisor

2485 SE Avenger Circle

Stuart, FL 34996

772-221-1392

MARTIN COUNTY ▶

PUBLICWORKS

@WORK

From: Town Clerk <townclerk@townofoceanbreeze.org>
Sent: Monday, October 24, 2022 12:33 PM
To: Dennis McManus <dmcmanus@martin.fl.us>
Subject: RE: Crosswalk / Flasher Activator Sign Destroyed by Traffic Accident in the Town of Ocean Breeze



Thank you!

Kim Stanton
Town Clerk



Town of Ocean Breeze
Post Office Box 1025
Jensen Beach, FL 34958
Telephone: (772) 334-6826
Cell: (772)-215-2700
Fax: (772) 334-6823
www.townofoceanbreeze.org

From: Dennis McManus [<mailto:dmcmanus@martin.fl.us>]

Sent: Monday, October 24, 2022 12:27 PM

To: townclerk@townofoceanbreeze.org

Cc: 'Karen Krumbholz' <kkrumbholz@gocaptec.com>; Mayor Karen Ostrand <mayor@townofoceanbreeze.org>; 'Karen Krumbholz' <kkrumbholz@gocaptec.com>; icapra@gocaptec.com; cwalters@suncommunities.com; jmangelico@sheriff.martin.fl.us; Damian Bono <dbono@martin.fl.us>; Lukas Lambert <llambert@martin.fl.us>

Subject: RE: Crosswalk / Flasher Activator Sign Destroyed by Traffic Accident in the Town of Ocean Breeze

Hi Kim,

We are in the process of purchasing a replacement assembly. Rest assured it will be reinstalled as soon as possible. Please advise your constituents to use care when crossing Indian River Drive.

Dennis McManus

Traffic Sign & Marking Supervisor

2485 SE Avenger Circle

Stuart, FL 34996

772-221-1392

MARTIN COUNTY ▶

PUBLICWORKS
@WORK

From: Town Clerk <townclerk@townofoceanbreeze.org>

Sent: Monday, October 24, 2022 11:49 AM

To: Dennis McManus <dmcmanus@martin.fl.us>

Cc: 'Karen Krumbholz' <kkrumbholz@gocaptec.com>; Mayor Karen Ostrand <mayor@townofoceanbreeze.org>; 'Karen Krumbholz' <kkrumbholz@gocaptec.com>; icapra@gocaptec.com; cwalters@suncommunities.com; jmangelico@sheriff.martin.fl.us

Subject: Crosswalk / Flasher Activator Sign Destroyed by Traffic Accident in the Town of Ocean Breeze



Dear Dennis,

The sign and crosswalk flasher activator in the attached photograph, in front of the Ocean Breeze Resort office on Indian River Drive, was recently destroyed in a traffic accident. Our records show that this improvement was part of the Indian River Drive

improvement project completed a few years ago and is owned and maintained by the county. Can you confirm that this item has been targeted for replacement by the County and when that might occur? We have contacted the project's design engineer, CAPTEC Engineering, to request the specifications of the missing sign and will forward them to you as soon as possible.

If there is anything else we can do to expedite the sign's replacement, please let us know.

Kim Stanton
Town Clerk



Town of Ocean Breeze
Post Office Box 1025
Jensen Beach, FL 34958
Telephone: (772) 334-6826
Cell: (772)-215-2700
Fax: (772) 334-6823
www.townofoceanbreeze.org

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

The comments and opinions expressed herein are those of the author of this message and may not reflect the policies of the Martin County Board of County Commissioners. Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public records request do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

October 27, 2022

The Honorable Karen Ostrand
Mayor, Town of Ocean Breeze
1508 N.E. Jensen Beach Boulevard
Jensen Beach, Florida 34957

Dear Mayor Ostrand:

The Department of Economic Opportunity ("Department") has completed its review of the comprehensive plan amendment for the Town of Ocean Breeze adopted by Ordinance No. 322-2022 on September 12, 2022 (Amendment No. 22-01ER), which was received and determined complete on September 13, 2022. We have reviewed the amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), and have determined that the adopted amendment meets the requirements of Chapter 163, Part II, F.S., for compliance, as defined in Section 163.3184(1)(b), F.S. The Department is therefore issuing a Notice of Intent to find the comprehensive plan amendment "In Compliance." A copy of the Notice of Intent is enclosed and will be posted on the Department's Internet website. You may access the Notice of Intent at: <http://floridajobs.force.com/orc>.

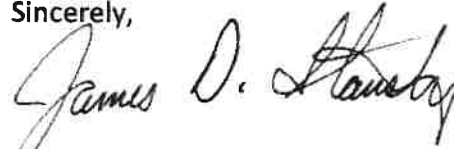
The Department's Notice of Intent to find a plan amendment "In Compliance" is deemed to be a final order if no timely petition challenging the amendment has been filed. If this plan amendment is challenged by an affected person, the amendment will not become effective until the Department or the Administration Commission enters a final order determining the amendment to be "In Compliance."

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | [www.Twitter.com/FLDEO](https://twitter.com/FLDEO) | www.Facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Melissa Corbett, CFM, FCCM, Planning Analyst, by telephone at (850) 717-8505 or by email at Melissa.Corbett@deo.myflorida.com.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Stansbury". The signature is fluid and cursive, with the first name "James" being the most prominent.

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/mc

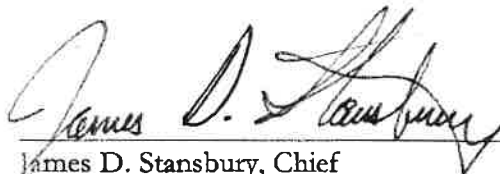
Enclosure: Notice of Intent

cc: Terry O'Neil, Town Management Consultant, Town of Ocean Breeze
Thomas Lanahan, Executive Director, Treasure Coast Regional Planning Council

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY
THE STATE LAND PLANNING AGENCY
NOTICE OF INTENT TO FIND THE
TOWN OF OCEAN BREEZE
COMPREHENSIVE PLAN AMENDMENT
IN COMPLIANCE
DOCKET NO. 22-01ER-NOI-4303-(A)-(I)

The Department gives notice of its intent to find the Amendment to the Comprehensive Plan for the Town of Ocean Breeze, adopted by Ordinance No. 322-2022 on September 12, 2022, IN COMPLIANCE, pursuant to Section 163.3184(4), F.S.

If a timely petition challenging the Amendment is not filed within thirty (30) days after the local government adopted the Amendment, the Amendment become effective upon the posting of this Notice of Intent on the Department's Internet Website. If a timely petition is filed, the Amendment does not become effective until the Department or the Administration Commission enters a final order determining that the Amendment is in compliance.



James D. Stansbury, Chief
Bureau of Community Planning and Growth
Division of Community Development
Department of Economic Opportunity
107 East Madison Street
Tallahassee, Florida 32399



FVE 9/30/2022

ENVIRONMENTAL STUDIES CENTER

2900 NE Indian River Drive • Jensen Beach, FL 34957 • (772) 219-1887 • martinschools.org/o/esc

9/22/2022

Town of Ocean Breeze
PO Box 1025
Jensen Beach, FL 34958-1025

Dear Town Council, Mayor Ostrand & Board Members :

Thank you so much for choosing the Environmental Studies Center to receive your donation of \$250.00 for the support of our program.

The Environmental Studies Center continues to serve all Martin County children in kindergarten through seventh grade, high school marine biology and environmental science classes, private school students and visitors from the general public. Your support helps us tremendously and we appreciate your generosity.

Please accept our deep gratitude for your support of the Center and the children we serve.

Warmest Regards,

A handwritten signature in blue ink that reads "Valerie Gaynor". The signature is fluid and cursive, with the first name being more prominent.

Valerie Gaynor
Coordinator

An Equal Opportunity Employer

Dr. John Millay, Superintendent

School Board Members: Christia Li Roberts, Chair • Michael DiTerlizzi, Vice Chair
Marsha Powers, District 2 • Victoria Defenthaler, District 3 • Tony Anderson, District 4

FVE 9-30-2022

FVE

To the Town of Ocean Breeze -

Thank you for adopting the Jensen Beach Elementary music program. Your gift will be used towards purchasing new classroom instruments that will be used by all 600 of our students! We appreciate

your support! Donna Vojcick
music educator



October 8, 2022

Via U.S Certified Mail

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 22-218 dated September 23, 2022. The impact of the impending Tropical Depression Nine would affect 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

cc: Community Manager

Robert Raynes, Attorney at Law

Matthew Chosid, Attorney at Law

7020 0090 0000 0354 7058

STATE OF FLORIDA

OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 22-218 (Emergency Management – Tropical Depression Nine)

WHEREAS, as of 5:00 AM EDT on September 23, 2022, the National Hurricane Center reported that Invest 98L had strengthened into Tropical Depression Nine; and

WHEREAS, as of 11:00 AM EDT on September 23, 2022, Tropical Depression Nine was located 1,045 miles southeast of Key West, Florida; and

WHEREAS, the National Hurricane Center reported Tropical Depression Nine has maximum sustained winds of 35 miles per hour and is expected to intensify significantly over the weekend; and

WHEREAS, the National Hurricane Center predicts Tropical Depression Nine will approach Florida's Peninsula at or near major hurricane strength and could affect South Florida and portions of the Florida Keys as early as Monday; and

WHEREAS, there is a risk of dangerous storm surge, heavy rainfall, flash flooding, strong winds, hazardous seas, and the potential for isolated tornadic activity for the Florida Keys and much of Florida's Peninsula; and

WHEREAS, the threat posed by Tropical Depression Nine requires that timely precautions are taken to protect the communities, critical infrastructure, and general welfare of Florida; and

WHEREAS, as Governor, 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

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. The requirements of sections 252.46 and 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 order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.

Section 4. 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:

1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;

2) Following local procurement and contracting policies;

3) Entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without a ceiling as defined by 2 CFR 200.318(j) or cost plus a percentage of cost contracts prohibited by 2 CFR 200.324(d);

4) Incurring obligations;

5) Employment of permanent and temporary workers;

6) Utilization of volunteer workers;

7) Rental of equipment;

8) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and

9) Appropriation and expenditure of public funds.

D. All agencies whose employees are certified as disaster service volunteers within the meaning of section 110.120(2)(d), Florida Statutes, may, in accordance with section 110.120(3), Florida Statutes, release any such employees for such service as requested by the employee to meet this emergency.

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

1) Waive the collection of tolls and other fees and charges for the use of the Turnpike and other public highways, to the extent such waiver may be needed to provide emergency assistance or facilitate the evacuation of the affected counties;

2) Manage the flow of traffic or close any and all roads, highways, and portions of highways as may be needed for the safe and efficient transportation of evacuees to those counties

provide emergency services or supplies, to transport emergency equipment, supplies or personnel, or to transport FEMA mobile homes or office style mobile homes into or from Florida;

2) Waive the hours-of-service requirements for such vehicles;

3) Suspend the enforcement of the licensing and registration requirements under the International Fuel Tax Agreement (IFTA) pursuant to chapter 207, Florida Statutes, and the International Registration Plan (IRP) pursuant to section 320.0715, Florida Statutes, for motor carriers or drivers operating commercial motor vehicles that are properly registered in other jurisdictions and that are participating in emergency relief efforts through the transportation of equipment and supplies or providing other assistance in the form of emergency services;

4) Waive fees for duplicate or replacement vessel registration certificates, vessel title certificates, vehicle license plates, vehicle registration certificates, vehicle tag certificates, vehicle title certificates, handicapped parking permits, replacement drivers' licenses, and replacement identification cards and to waive the additional fees for the late renewal of or application for such licenses, certificates, and documents due to the effects of adverse weather conditions; and

5) Defer administrative actions and waive fees imposed by law for the late renewal or application for the above licenses, certificates, and documents, which were delayed due to the effects of adverse weather conditions, including in counties wherein the DHSMV has closed offices, or any office of the County Tax Collector that acts on behalf of the DHSMV to process renewals has closed offices due to adverse weather conditions.

Recordkeeping and other applicable requirements for existing IFTA and IRP licensees and registrants are not affected by this Executive Order. The DHSMV shall promptly notify the State Coordinating Officer when the waiver is no longer necessary.

J. All agencies shall implement Selected Exempt Services (SES) Extraordinary Payment Plans and Career Service Regular Compensatory Leave Payment Plans for:

1) All essential agency personnel who are required to work extraordinary hours when state-owned or state-operated facilities are closed in response to an emergency condition. Employees who are eligible to receive extraordinary pay under the agency's activated plan shall accrue special compensatory leave credits for work performed during facility closures up to the number of hours in the employee's established workday. For these employees, any additional time worked beyond the employee's established workday during facility closures will result in extraordinary pay;

2) All agency personnel who are assigned to the State Emergency Operations Center and are required to work extraordinary hours; and

3) All agency personnel who are deployed throughout the state in response to an emergency condition and are required to work extraordinary hours.

K. All state agencies may waive the forty-day time limit to issue a warrant pursuant to section 215.422(3)(a)-(b), Florida Statutes. This waiver applies to invoices and reimbursement requests arising from this emergency that were received, inspected, and approved by the agency prior to the expiration of this Executive Order, including any extension thereof. This waiver of section 215.422(3)(a)-(b), Florida Statutes, and all waivers based upon this waiver shall expire upon the expiration of this Executive Order, including any extension thereof.

L. The provisions of section 934.50, Florida Statutes, excluding subsection (4), are waived for state and local agencies conducting emergency operations arising from the state of emergency for the limited purpose of capturing aerial evidence concerning the amount of damage sustained to private and public property; to assist in search, rescue, and recovery activities; and prevent imminent danger to life or serious damage to property.

contemporaneously or as soon as practicable thereafter, and, pursuant to section 252.36(3)(b), Florida Statutes, shall submit the order or declaration to the Division of Administrative Hearings within five days of issuance.

Section 8. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 9. Pursuant to section 501.160, Florida Statutes, it is unlawful and a violation of section 501.204, Florida Statutes, for a person to rent or sell or offer to rent or sell at an unconscionable price within the area for which the state of emergency is declared, any essential commodity including, but not limited to, supplies, services, provisions, or equipment that is necessary for consumption or use as a direct result of the emergency.

Section 10. Under the authority contained in sections 252.36(6)(a), (g), and (m), Florida Statutes, I direct that, for the purposes of this emergency, the term "essentials", as defined by section 252.359(2), Florida Statutes, shall be the same as and no more expansive than the term "commodity", as defined by section 501.160(1)(a), Florida Statutes (hereinafter referred to collectively or alternatively as "essential commodities"). Accordingly, any person who delivers essential commodities to a location in the area(s) declared to be under a state of emergency by this Executive Order, and when necessary to ensure that those commodities are made available to the public, may travel within evacuated areas and exceed curfews, provided the State Coordinating Officer determines, after consultation with the appropriate Emergency Support Function(s), that:

Section 12. I authorize the Florida Housing Finance Corporation to distribute funds pursuant to section 420.9073, Florida Statutes, to any county, municipality, or other political subdivision located within the area(s) declared to be under a state of emergency by this Executive Order. The authority of the Florida Housing Finance Corporation to distribute funds in connection with this emergency shall expire six months after the expiration of this Executive Order, including any extension thereof.

Section 13. All actions taken by the Director of the Division of Emergency Management with respect to this emergency before the issuance of this Executive Order are ratified.

Section 14. 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 23rd day of September 2022.


RON DESANTIS, GOVERNOR

ATTEST:


SECRETARY OF STATE

7/11/23 PM 3:10
STATE
PL



CERTIFICATE OF ELECTION

State of Florida
County of Martin


Office of Town Clerk
Acting as Supervisor of Elections

August 23, 2022

This is to certify that:

Karen M. Ostrand

was elected Mayor in and for the Town of Ocean Breeze, Martin County, Florida, having not been opposed during 2022 Election for the two-year seat for the period 2023 - 2024, as shown by the qualifying documents on file in my office.



Town Clerk acting as
Supervisor of Elections
Town of Ocean Breeze