

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

September 9, 2024, 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 Kelley

- Pledge of Allegiance
- Roll Call

2. Approval of Minutes – Special Meeting and Budget Workshop, Setting of Tentative Millage Rate, Wednesday, July 24, 2024

(Motion, second, public comment, all in favor)

3. Proclamation – Declaring “Hunger Action Month” in Ocean Breeze, Florida –

Alexandra Lord, Director of Community Outreach, Treasure Coast Food Bank

(Motion to approve, second, public comment, all in favor)

4. Request for Approval of Contract with Gemma Torcivia to Serve as Town Attorney –

Mayor Ostrand

(Motion to approve, second, public comment, roll call vote)

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

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

7. Comments from Town Management Consultant, Terry O’Neil

8. Comments from Mayor Ostrand

9. Regular and Budget Meeting Announcements – All meetings, including all **Budget meetings, will be held at the Ocean Breeze Resort Clubhouse, Pineapple Bay Room, 700 NE Seabreeze Way, Ocean Breeze, FL**

- **Wednesday, September 11, 2024: 6 :00 pm – Public Hearing for setting of Tentative Millage Rate and Budget for FY 2024/2025**
- **Wednesday, September 25, 2024: 6:00 pm – Public Hearing and Adoption of Final Millage Rate and Budget for FY 2024/2025**
- **Monday, October 14, 2024: 6:00 pm Regular Town Council Meeting**
- **~~Monday, November 11, 2024: 10:30 am~~ Veteran’s Day Holiday (Town Office closed)**
- **Tuesday, November 12, 2024: 10:30 am**
- **Monday, December 9, 2024: Regular Town Council Meeting 10:30 am**

10. Adjourn

(Motion, second, public comment, all in favor)

TOWN OF OCEAN BREEZE
MINUTES BUDGET WORKSHOP AND SETTING OF THE TENTATIVE MILLAGE RATE
Wednesday, July 24, 2024
Ocean Breeze Resort Clubhouse, Pineapple Bay Room
700 NE Seabreeze Way, Ocean Breeze, FL

- 1. **Call to Order** – President Kelley called the meeting to order at 6:00 p.m.
 - Pledge of Allegiance – Mayor Ostrand led the Pledge of Allegiance
 - Roll Call – Present: Mayor Karen M. Ostrand, President Sandy Kelley, Vice President Kevin Docherty, Council Members Gina Kent, and Matthew Squires
Absent: Council Member Michael Heller
 - Staff Present –Town Management Consultant, Terry O’Neil; Holly Vath Financial Consultant; Kim Stanton, Town Clerk

4. **Second Reading of Ordinance No. 348-2024 –**

AN ORDINANCE OF THE TOWN OF OCEAN BREEZE, FLORIDA AMENDING THE CODE OF ORDINANCES AT CHAPTER 2, ARTICLE I. ADMINISTRATION BY ADDING A SECTION 2-1 PROVIDING FOR A CODE COMPLIANCE OFFICER; AT CHAPTER 5, ARTICLE I. MISCELLANEOUS OFFENSES, BY PROVIDING FOR CODE COMPLIANCE MEASURES AND PENALTIES, AND IMPLEMENTING REGULATIONS PURSUANT TO GENERAL LAW BY PROVIDING FOR NON-VEHICULAR NOISE; AMENDING PROVISIONS FOR THE DISCHARGE OF FIREARMS, EXPLOSIVES, AND FIREWORKS; PARKING OF VEHICLES; STORING OF JUNKED OR ABANDONED VEHICLES, ETC.; CONTRACTING WITHOUT A LICENSE; AND ZONING VIOLATIONS; AT CHAPTER 5, ARTICLE II. PENALTIES, BY CLARIFYING THE PROVISIONS FOR ADMINISTRATIVE FINES AND COSTS; AND PROVIDING FINES AND COSTS FOR REPEAT VIOLATIONS; AND OTHER PROCEDURES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES – Attorney Paul Nicoletti spoke about the status of closing out the Seawalk development. He commented that the submission, which was received on July 1, 2024, was not adequate, and that there were questions regarding the photographs that were submitted. He spoke about the infrastructure certifications questions.

Attorney Nicoletti discussed the close-out of the infill area at Sun Communities and answered questions. He stated that it is believed that work had been done in that area without permits. He added that Joe Capra, Captec Engineering, would be preparing some plans, and that the next steps would be to discuss phasing and setting some dates.

Attorney Nicoletti reviewed Ordinance No. 348-2024 which came before the Council for second reading and asked for questions.

Attorney Nicoletti spoke about the search for a Town Attorney and stated that hopefully, at the August meeting, a decision could be made.

Mr. O'Neil commented that the Mayor would bring the item forward with recommendation.

Mayor Ostrand stated that she would be talking individually with the Town Council members and that they could decide how they would like to proceed.

Kim Stanton, Town Clerk, read Ordinance No. 348-2024 into the record.

Vice-President Docherty, seconded by Council Member Squires, made a motion to accept Ordinance No. 348-2024.

President Kelley asked for public comments.

Janet Galante, 431 S. Intercoastal Drive, stated that the Town needed a code compliance officer. She spoke of her appreciation for such an Ordinance.

President Kelley asked for further comments.

There were none.

(Roll Call Vote: Yes: Docherty, Kent, Squires, Kelley; No: None; Absent: Heller; Motion Passed 4-0)

2. Resolution #349-2024 – A RESOLUTION OF THE TOWN OF OCEAN BREEZE, FLORIDA, DETERMINING A TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2024/2025 AND PROVIDING NOTICE THEREOF TO THE APPROPRIATE AUTHORITIES – Holly Vath, Financial Consultant discussed the proposed budget and that it was based on normal operations. She remarked that additional funding for PUD close-outs would require adjustments to the budget in FY 2024/2025. She added that the close-out processes bring about fiscal uncertainty to the Town. She advised that the total budget for 2024/2025 was \$305,095 which included utilization of \$103,033 of general fund reserves and referred them to the line-item detail on Pages 5 and 6. She noted that the most significant changes were a reduction of \$23,400 for the second part-time employee, which was offset by an increase of \$7,000 for additional administrative assistance as needed. She stated that the Town was waiting for a final renewal of the insurance and that she had included a 13% increase in the proposed budget. She advised that the budget for Conferences and Travel had increased by \$1,100. She spoke about the analysis of implementation of a utility tax to diversify the revenue sources. She stated that projections indicated that in fiscal year 2026, reserves may not be available to fund the normal operations of the Town. She added that once existing, unrestricted reserves are utilized, an increase in the millage rate would be required.

Ms. Vath directed the Council to page 9 and spoke about taxable values. She stated that the Mayor was recommending retaining the current millage rate of .80 mills, which would generate \$68,662 in ad valorem revenue. She added that the state had not yet released the estimates for state revenue sharing. She added that the population increased from 396 residents to 608 residents, and thus the Town did expect an increase in that state revenue sharing. She continued, directing the Council to page 11, the projections through 2028.

Ms. Vath directed the Council to page 10, the reserves and other legal costs, special engineers, landscape architects, etc. to perform additional individual analysis pertaining to the close-out of the Seawalk and Sun Community developments, and that the Town did have reserves to fund those items, but once they were used, there would be no choice but to raise the millage rate.

Council Member Docherty asked Ms. Vath if she was she referring to just the Seawalk close-out or both developments.

Ms. Vath answered that both close-outs could potentially have an impact on the reserves. She stated that the budget being proposed would use \$103,000 of the \$257,000 general fund reserves.

Ms. Vath directed the Council back to page 11, spending down of the reserves. She commented that the Mayor and Staff were recommending a minimum target reserve of 25% of the subsequent year budget. She directed the Council to the Memorandum attached.

She took questions from the Council.

Ms. Vath explained that a tentative millage rate would have to be set at this meeting for preliminary trim notices to be mailed to the taxpayers. She continued that another public hearing would be held in September at which the budget and millage rate would have to be approved, and that at the final public hearing, the millage rate would then have to be set. She added that during the public budget hearings, the millage rate could be moved or set at a lower rate, but that it could not be raised after adoption of a rate unless a special public notice was sent to every property owner in the Town.

Mr. O'Neil stated that if the Town Council had any changes to the budget, this would be the appropriate time to discuss them.

President Kelley asked who created this budget.

Ms. Vath answered that the budget is the Mayor's and that the Staff met with the Mayor to put together a proposed budget.

President Kelley asked for public comments.

Liz Reese, resident of Seawalk, asked if the recommendation was to stay at the .80 mills and asked what the reserves would be if the Town adopted .80 mills.

Ms. Vath answered "yes" and that the tentative reserve at the end of September 2025 would be \$153,845 (on page 10).

Mayor Ostrand spoke about her recommendation of .80 mills.

Mr. O'Neil stated that if the Council had any comments regarding the budget, now would be the appropriate time to discuss them.

Mayor Ostrand spoke about an increase in Conferences and Travel to \$5,000.

President Kelley stated that she would like to keep Conferences and Travel line-item at the 2024 budget.

Vice-President Docherty spoke about travel to Tallahassee for the Legislative Action Days, and that he believed that due to the rising costs, the Mayor's Conferences and Travel should be increased to \$4,500 because of the rising costs. He added that he recommended that the Conferences and Travel line-item be set aside for now and be revisited at the September hearings because the Town was waiting for projected figures from the State. He encouraged the Town Council members to take advantage of the Elected Municipal Officials (EMO) education.

Council Member Kent asked if a Council Member did not use their allocated amount, what happens to the balance.

(undecipherable)

Council Member Kelley asked for comments from the public.

Pam Hurlock, 2840 NE Breezeway Circle, stated that she believed that the Conferences and Travel line-item should remain at the 2024 figures.

Mayor Ostrand explained Legislative Action Days and that some of her expenses are picked up by the Florida League of Cities and the Florida League of Mayors.

Ms. Hurlock stated that she believed the Town should stay with the 2024 figures and if more dollars are needed by the Mayor or Town Council members, other members who have not utilized their funds, could allow their funds to be appropriated to the members who need extra assistance. She added that she agreed that the millage rate should be .80 mills and that she is concerned about the rate at which the Town is drawing down the reserves. She asked about the population count.

Ms. Vath answered that the State of Florida (Florida Bureau of Economic Development – University of Florida) does an annual estimate based on a mathematical model in April of each year. She added that last year, Kim and Pam gave evidence of the building that has taken place in the Town and the Bureau updated the number.

Ms. Hurlock asked about raising the number and what was required.

Town Clerk, Kim Stanton, explained that certain evidence had to be provided (voter's registration, plat, building permits, FP&L meters) and that she believed that the Town was currently at a more correct number.

Council Member Kent asked what encompassed the Special Projects line-item.

Ms. Vath explained that Special Projects is Pam Orr's time in which she fills in at the office as needed.

President Kelley asked if the hours had increased.

Ms. Vath answered that the Town currently has one part-time employee, Kim Stanton, and that some of the dollars saved by not having two part-time employees are being used to pay Pam to assist Kim.

Pam Orr explained that when she is in the office performing office duties, is a different category and a lower hourly rate.

President Kelley asked if it was decided that another part-time employee would not be hired.

Ms. Vath answered "yes."

President Kelley stated that she agreed with the Mayor and with Pam Hurlock that the millage rate should be .80 mills.

President Kelley asked about the election expenses.

Ms. Vath stated that there were requirements for advertising related to the election.

President Kelley asked about the advertising expenses.

Town Clerk, Kim Stanton, explained that the qualifying period and the ballot had to be advertised, and the poll workers had to be paid.

3. Resolution No. 349-2024 – A RESOLUTION OF THE TOWN OF OCEAN BREEZE, FLORIDA, DETERMINING A TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2024/2025 AND PROVIDING NOTICE THEREOF TO THE APPROPRIATE AUTHORITIES – Town Clerk, Kim Stanton read Resolution No. 349-2024 into the record.

Council Member Docherty, seconded by Council Member Kent, made a motion to adopt Resolution No. 349-2024.

President Kelley asked for public comments.

There were none.

(Roll Call Vote: Yes: Docherty, Kent, Squires, Kelley; No: None; Absent: Heller; Motion Passed 4-0)

5. Comments from the public on topics not on the agenda –

6. Announcements – All meetings, including all **Budget meetings, will be held at the Ocean Breeze Resort Clubhouse, Pineapple Bay Room, 700 NE Seabreeze Way, Ocean Breeze, FL**

- Monday, August 12, 2024: 10:30 am
- Monday, September 9, 2024: 10:30 am
- **Wednesday, September 11, 2024: 6:00 pm – Public Hearing for setting of Tentative Millage Rate and Budget for FY 2024/2025**
- **Wednesday, September 25, 2024: 6:00 pm – Public Hearing and Adoption of Final Millage Rate and Budget for FY 2024/2025**
- Monday, October 14, 2024: 6:00 pm
- ~~Monday, November 11, 2024: 10:30 am~~ **Veteran's Day Holiday (Town Office closed)**
- **Tuesday, November 12, 2024: 10:30 am**
- Monday, December 9, 2024: 10:30 am

7. Adjourn – Council Member Docherty, seconded by President Kelley, made a motion to adjourn the meeting at 7:01 pm.

Minutes approved: _____



PROCLAMATION

Declaring

“Hunger Action Month” Town of Ocean Breeze, Florida

WHEREAS, hunger and poverty remain issues of grave concern in the United States, the State of Florida, and on the Treasure Coast, with 250,000 children, adults, seniors, and veterans experiencing food insecurity on a weekly basis; and

WHEREAS, the Town of Ocean Breeze is committed to taking steps to raise awareness about the need to end hunger in every part of our City and to provide additional resources that the citizens of Ocean Breeze need; and

WHEREAS, the Town of Ocean Breeze is committed to working with the Treasure Coast Food Bank in mobilizing people about the role and importance of food banks and other hunger relief organizations in addressing hunger and bringing attention to the need to devote more resources and attention to hunger issues; and

WHEREAS, food banks and hunger relief organizations across the country, including the Treasure Coast Food Bank, coordinated Hunger Action Day® on September 9, 2024 and will continue to host numerous events throughout the month of September to shed light on this important issue and encourage involvement in efforts to end hunger in their local community.

NOW, THEREFORE, I, Karen M. Ostrand, by virtue of the authority vested in me as of the Mayor of the Town of Ocean Breeze, Florida, and on behalf of the Town Council of the Town of Ocean Breeze, Florida, do hereby proclaim September 2024 as “Hunger Action Month” in the Town of Ocean Breeze and call this observance to the attention of our citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Ocean Breeze, Florida to be affixed this 9th day of September 2024.

Town of Ocean Breeze, Florida

Karen M. Ostrand, Mayor

Memorandum

To: Ocean Breeze Town Council

From: Mayor Ostrand

Date: September 3, 2024

Re: Request approval of contract with Ms. Gemma Torcivia to serve as Town Attorney

As the Council is aware, earlier this year Town Attorney, Rick Crary, retired after 42 years of distinguished service. Soon thereafter, the Town secured the services of veteran municipal Attorney Paul Nicoletti to assist with close-out of both the Seawalk and Ocean Breeze Resort projects. Paul has also provided day-to-day legal advice when necessary. That said, Paul has been clear from the outset that he does not wish to seek a position as the Town's permanent attorney, but nevertheless remains available as a resource to get close-out of both projects across the finish line.

Considering these dynamics, the staff has sought to recruit a permanent Town Attorney in the person of Ms. Gemma Torcivia. I am aware that all members of the Council have spoken individually with Gemma. Further, she has appeared before the Council to discuss her qualifications. I have interviewed Ms. Torcivia at length, have received nothing but positive responses from her references and wholeheartedly recommend approval of the attached contract, which Mr. Nicoletti has reviewed. The contract's effective date is October 1, 2024.

A copy of Ms. Torcivia's resume is also attached.



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT FOR LEGAL SERVICES (hereinafter Agreement”) is made and entered into this ____ day of _____, 2024 by and between the TOWN OF OCEAN BREEZE, a Florida municipal corporation, with offices at 1508 NE Jensen Beach Blvd., Jensen Beach, FL 34957 (mailing address: P.O. Box 1025, Jensen Beach, FL 34958), (hereinafter “TOWN”) and the TG LAW PLLC, a Florida Limited Liability Company, with offices at 515 N. Flagler Drive, Suite 350, West Palm Beach, Florida 33401 (hereinafter “FIRM”).

WHEREAS, the TOWN agrees to utilize the FIRM to provide legal and other representation services to the TOWN, and the FIRM agrees to serve in such capacity.

NOW THEREFORE, the parties, intending to be legally bound, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TOWN and the FIRM hereby agree as follows:

1. The FIRM hereby agrees to serve as Town Attorney for the TOWN, effective beginning on October 1, 2024, and thereafter for an indefinite period subject to annual appropriation by the Town Council, by providing legal representation on matters relating to the TOWN. The responsibilities and duties of the FIRM shall include but shall not be limited to:

- A. Attend all meetings of the Mayor and Town Council (regular and special);
- B. Attend other meetings as requested or deemed appropriate by the Mayor, the Town Council or the senior Town staff;
- C. To be available on call, at reasonable times, to communicate with the Mayor, with members of the Town Council, and with Town staff regarding legal matters;
- D. To prepare or review all governance documents, referenda, contracts, agreements, policies, procedures, personnel matters and Town agenda items;
- E. To provide appropriate training to Town staff, and the Mayor and Town Council, as needed, pertaining to legal issues such as the Sunshine and ethics laws, procurement requirements, land use and zoning procedures, code compliance

matters, and other administrative and quasi-judicial matters, *et cetera*; and to assist with parliamentary procedures.

- F. To give legal opinions and interpretations as requested by the Mayor, the Town Council or the senior Town Staff;
- G. To undertake representation of the TOWN in matters of general litigation at the request of and as authorized by the Town Council;
- H. To represent the TOWN at administrative and judicial hearings, depositions, mediations, and settlement conferences;
- I. To recommend, coordinate and oversee the retention of outside legal counsel, when appropriate;
- J. When requested by the Mayor or Town Council to perform investigations;
- K. Attend other meetings and provide other legal services as requested by the Mayor, the Town Council or senior Town Staff; and,
- L. Defend the TOWN in lawsuits and administrative actions as needed.
- M. The FIRM also agrees to the extent requested by the TOWN, and available to the FIRM, that the FIRM shall provide or make arrangements for other management and professional services through its own sources, at commercially reasonable rates which shall not be surcharged by the FIRM.

3. The parties agree that the FIRM shall be primarily represented by Gemma Torcivia, who is a duly licensed attorney in the State of Florida, and is in “good standing” as that term is used by The Florida Bar, shall hold and use the title of “Town Attorney” as that term is defined in the Town Charter, the Town Code of Ordinances, and Florida Statutes, and who shall be responsible for the supervision of other attorneys and paralegals in the FIRM. The FIRM shall be compensated at the rate of \$275.00 an hour for services rendered by attorneys of the FIRM, and \$95.00 an hour for the services of paralegals of the FIRM. The FIRM’s fee rates shall be increased by three percent (3%) annually, each October 1st commencing October 1, 2025, until such time as the fee rates shall reach \$300.00 per hour for attorneys and \$104.00 per hour for paralegals (three

years); and thereafter shall be subject to annual proposal by the FIRM and approval by the TOWN during the annual budget review process. If at any time a FIRM attorney's license to practice law in the State of Florida or elsewhere shall be impaired by an order of Contempt by a court of competent jurisdiction, by a criminal charge brought by law enforcement, or by a suspension or revocation by The Florida Supreme Court, or by a recommendation for suspension or revocation by The Florida Bar or other state or federal bar, Gemma Torcivia shall immediately notify the TOWN in writing, fully apprising the TOWN of the circumstances.

4. The parties agree that the TOWN shall reimburse the FIRM for any reasonable and ordinary expenses and costs incurred during the course of providing legal services. The expenses and costs include, but are not limited to, out-of-pocket expenses for filing fees, recording, court reporters, photocopies, postage, research charges, mileage (at the IRS rate), and other usual and customary expenses. However, the FIRM agrees not to charge mileage for the monthly Regular Town Council Meeting. In the event of unusually large costs or expenses, the FIRM reserves the right to require a cost deposit from the TOWN prior to undertaking the expenditure of funds on the TOWN's behalf.

5. The FIRM shall submit itemized invoices for services rendered on a monthly basis with payment to be made by the TOWN within thirty (30) days of submission of the invoice.

6. This document contains all of the terms and conditions of this Agreement and shall only be subject to modification upon mutual agreement, in writing, of the parties to the Agreement.

7. The TOWN may terminate this agreement, without cause, after providing fifteen (15) days written notice to the FIRM. The FIRM may terminate this agreement, without cause, after forty-five (45) days written notice to the TOWN.

8. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

- a. Mayor

Town of Ocean Breeze
P.O. Box 1025
Jensen Beach, Florida 34958

- b. Gemma Torcivia
TG Law PLLC
515 N. Flagler Drive, Suite 350
West Palm Beach, FL 33401

The parties having been duly authorized by their respective governing bodies have executed this Agreement for Legal Services effective on the date first set forth above.

TOWN OF OCEAN BREEZE, FLORIDA TG LAW PLLC

By: Karen Ostrand, Mayor

By: Gemma Torcivia, Manager

Gemma Torcivia

515 N. Flagler Drive, Suite 350, West Palm Beach, Florida 33401 * (561) 602-6222 * gtorcivia@tgjustice.com

EXPERIENCE

TG Law, PLLC, West Palm Beach, Florida

2020-present

Founder/Managing Partner

- Founder and managing partner of a civil practice firm emphasizing local government law, business and corporate matters, land use, employment law, community redevelopment agencies, administrative law and legislative issues.
- Litigation in Federal and State Trial Courts and before administrative agencies.
- Representative 2024 government and non-profit clients: City of Belle Glade, Belle Glade Community Redevelopment Agency, Early Learning Coalition of Osceola County, Early Learning Coalition of Polk County, Early Learning Coalition of Lake County, Early Learning Coalition of the Nature Coast, Early Learning Coalition of Pasco and Hernando, and Early Learning Coalition of Marion County.

City of Delray Beach, Delray Beach, Florida

2020

Economic Development Director

- Direct the City's economic development response to COVID-19 and provide resources and support for area businesses during COVID-19 closure, Phase 1 and Phase 2 re-openings.
- Serve as a member of the Executive Leadership Team and provide critical guidance for emergency management operations.

Roberts, Reynolds, Bedard & Tuzzio, West Palm Beach, Florida

2018-2020

Associate Attorney

- Provided vigorous defense for a variety of insurers in personal injury, first party property, governmental liability, eminent domain and construction defect cases.
- Represented a variety of governments in civil litigation including: City of Boynton Beach, City of Delray Beach, Town of Palm Beach, Town of Jupiter, Pal-Mar Water Control District, and Hobe-St. Lucie Conservancy District.
- Prepared and managed insurance defense cases proceeding to trial, including developing and guiding case plans, drafting pleadings, managing discovery, conducting and defending depositions of fact and expert witnesses, attending hearings and participating in settlement negotiations.

Legal Aid Society of Palm Beach County, West Palm Beach, Florida

2018

Law Clerk and Staff Attorney

- Served as the Delray Beach Courthouse based member of the Injunction Initiation team of the Domestic Violence Project and provided injunction assistance for victims of domestic violence.

Homestead Community Redevelopment Agency (CRA), Homestead, Florida

2016-2018

Executive Director

- Directed the Homestead CRA, managed five employees and a \$2.5 million annual budget.
- Managed contract negotiations and project plans for over \$75 million of capital projects.
- Negotiated a \$60 million public private partnership to develop a multi-modal transit development, including working with bond counsel on a \$30 million taxable municipal bond.
- Planned, drafted, and managed contracts for professional services including legal services, accounting services, HUD, grants management, New Market Tax Credits, landscaping and architecture services.
- Project manager for New Market Tax Credits, including securing funding and developing contracts.

- Negotiated with property owners and worked with City Attorney for property acquisition for public projects, including working on eminent domains, closings, and implement federal takings requirements.

City of Homestead, Homestead, Florida

2011-2016

Economic Development Manager

- Designed the City's five-year economic development plan and built political will and community support for implementation.
- Served as a team member on \$55 million of capital projects that were completed on time and on budget.
- Drafted and presented agenda items, resolutions and ordinances for planning and zoning board meetings, historic preservation meetings and City Council meetings.

Charter School Management, Florida

2010-2012

Independent Consultant

- Provided management consulting and turnaround expertise for charter schools in need of turnaround support with an emphasis on regaining stakeholder confidence.
- Designed and implemented innovative strategies to address identified liabilities and implemented cost-cutting strategies.

Rise Schools, Florida City, FL

2006-2010

Executive Director

- Led a college-preparatory charter school.
- Led real estate negotiations for three capital improvement projects and managed all land use issues related to the projects, including rezoning, project financing, and build out.
- Oversaw all day to day operations of a school with a \$2.4 million budget and managed forty staff members.

Teach For America, Miami, Florida

2004-2006

High School Teacher

- Led special education students at Miami Central to an average of two years of reading growth.

EDUCATION

Florida International University College of Law, Juris Doctor

December 2016

Florida International University College of Business, Masters of Business Administration

April 2012

University of Florida, Bachelors of Arts

August 2004

ADMITTED

Florida Bar, 2018

United States District Courts for the Southern District of Florida, 2018

COMMUNITY

Alumni, Wm. Reece Smith Jr. Leadership Academy, Class IX, Florida Bar

Vice-Chair of Advertising Committee, Florida Bar

Member of Governmental and Public Policy Advocacy Committee, Florida Bar

Member, PBC Chapter, Florida Association for Women Lawyers (FAWL)

Member and former Treasurer of the Craig S. Barnard American Inn of Court

Member and former Chair of the Solo and Small Firm Committee, Palm Beach County Bar Association

Board Member, Palm Beach County Human Rights Council

GENERAL INFORMATION ITEMS

The attached items (i.e.: correspondence, emails, 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.

- A. Memos, documents, etc. dealing with Town code -v- warranty issues pertaining to homes in the Seawalk subdivision
- B. Email from Attorney Nicoletti confirming the indefinite term of the Seawalk performance bond
- C. Email from Attorney Nicoletti to Forestar Attorney Will McFetridge seeking a timely response regarding close-out compliance
- D. Email from Attorney Nicoletti to Sun Communities Attorney Bob Raynes questioning whether the Town can issue permits for new home units while code compliance issues remain outstanding
- E. Update on status of November 5, 2024 election
- F. Mayor Ostrand's appointment to serve on Florida League of Cities Legislative Policy Committee – Development, Code Compliance and Redevelopment
- G. Vice-President's Docherty's appointment to serve on the Florida League of Cities Legislative Policy Committee – Finance and Taxation
- H. Recent correspondence from Sun Communities Regarding Outstanding Code Compliance Issues

A.

Rick Crary, Esq.

Memorandum

To: Mayor and Town Council

From: Terry O'Neil, Town Management and Planning Consultant

Cc: Rick Crary, Town Attorney ✓
Michael Cristoforo, Associate Town Attorney
Kim Stanton, Town Clerk
Pam Orr, Permitting Consultant
Scott Montgomery, Town Engineer
Steve Nicolosi, Town Building Official

Date: June 28, 2023

Re: Close-out of the Seawalk Subdivision Project, outstanding issues

This memo seeks to update the Mayor and Town Council, as well as other interested parties regarding close-out of the Seawalk Subdivision Project.

BACKGROUND

Following the issuance of an infrastructure permit, the 143-unit Sea Walk Subdivision Project broke ground in June of 2018. Closure of this permit by the Town remains outstanding. A selection of seven model homes and clubhouse facilities were permitted individually and built in four phases. The last certificate of occupancy (C/O) was approved in June of 2022.

As the Mayor and Council are aware, as authorized by the Florida Legislature, the developer(s) of Seawalk chose to have all components of the project, including infrastructure and vertical construction design, plan reviews, inspections during construction, as well as attestations that that all work has been completed properly, dealt with by independent, licensed professionals at their own expense. These arrangements nevertheless require each firm to assure the Town that all work is code compliant in terms of design and construction. Home and clubhouse designs were reviewed and approved by Weintraub Engineering and Inspections, Incorporated. Certificates of Occupancy (C/O's) were issued at the direction of the project's vertical construction inspector, Absolute Civil Engineering Solutions, LLC.

CLOSE-OUT LIST

In early December 2022, following issuance of the project's last C/O, the attached working list of "close-out" issues was distributed to the project's developer(s) and Town officials, as well as other interested parties, including the President of the newly-resident-comprised Seawalk Home Owners Association (HOA), the HOA's Attorney, Deborah Ross, and several individual residents.

The list is divided into two main areas and has been updated to indicate materials received since early December. Over the course of the project, staff has met with the developer(s)' representatives multiple times to relay its expectations of compliance and has met with HOA members and/or the HOA's attorney on at least on four occasions to provide updates and answer questions. Several issues remain outstanding.

THE OCEAN BREEZE WEST PLANNED UNIT DEVELOPMENT (PUD)

Planned Unit Development (PUD) issues are encompassed by the Seawalk PUD, a negotiated and binding development agreement between the Town and the Developer(s) and their assigned(s) that includes a master site plan, phasing plan, timetable for development, building elevations, landscape specifications, preserve area maintenance requirements and a host of other development conditions. The Seawalk PUD, which is amendable by the Town, does not sunset with the project's completion, but rather regulates the project in perpetuity unless otherwise modified or extinguished by action of the Town or the Florida Legislature. Obligations under the PUD eventually transition from the developer(s) to the HOA and in some rare instances individual lot owners. A complete copy of the PUD is available on the Town's web site under "Planning Service."

INFRASTRUCTURE BOND

The close-out list's second category relates to the project's infrastructure bond. Under Florida law, the developer(s), in this instance Forestar, a partner corporation with DR Horton, was required to post a bond in the amount of 110% of the infrastructure's estimated cost or approximately \$4 Million. Upon demonstrating substantial completion of improvements with the approved infrastructure plan, the guarantor of the bond (Forestar) may request a bond reduction of up to 90%, with the remaining 10% being held for 15 months as a warranty. Over and above the 10% set aside, if justified, the Town may dispute that certain components of the infrastructure plan are flawed or remain incomplete and seek to retain a corresponding portion of the bond until the matter is resolved. In the worse-case scenario, the Town would cause the needed work to be done. Notwithstanding a November 2022 request by Forestar, due to multiple outstanding issues, to date there have been no reductions in the bond, which must ultimately be approved by the Mayor.

Among the issues to be confirmed is the project's compliance with landscaping plans and specifications. While staff has received a statement from the project's landscape designer of record, several residents have posed questions about both on-site and common area plantings, irrigation, etc. Considering that staff have little or no landscape expertise, in March the Council authorized a \$2,405 consulting contract with local Landscape Architect Mike Flaugh. Mr. Flaugh has visited the site and produced a report, which has been shared with all relevant parties. The Town is awaiting a response from the developer(s) and their design professionals.

BUILDING CODE ISSUES

In addition to outstanding PUD and infrastructure bond issues, Florida Building Code compliance issues are in play as well. The Town continues to field and evaluate complaints, some of which may ultimately be covered under each homeowner's private warranty, however, such a determination has yet to be made. These complaints have included: foundation settling, roof leaks, improper attic access panels and roof vents, as well as problems with cooling and insulation. Regarding AC and insulation concerns, in light of a survey response generated by thirty Seawalk residents, in April, 2023 the Council authorized a contract with local mechanical engineer, Wojcieszak & Associates, to assist the Town's Building Official in determining if any deficiencies rise to the level of building code violations. This effort is ongoing.

On matters of Building Code compliance, it is important to note that the \$4M bond posted by Forestar covers infrastructure components only, such as water lines, sewer lines, lift stations, certain common area improvements, entrance features, sidewalks, streets, storm water systems and the like. The bond does not encompass vertical construction, that is the homes themselves. It is the Florida Building Code that

governs each residence. This is not to say that the Town is less concerned about building code compliance issues, but rather that they fall within a different enforcement arena not covered by the bond.

MEETING THE TOWN'S REGULATORY OBLIGATIONS

In enforcing the PUD, Infrastructure Bond and Florida Building Code, Town staff is considerably reliant on guidance from the Town Attorney's Office. To this end, Town Attorney Crary has asked his associate, Michael Cristoforo, an attorney with significant construction industry experience, to assist the Town. Staff has met with Mr. Cristoforo twice and will continue to do so as needed to make sure the Town meets its regulatory obligations. Of particular importance will be his guidance in distinguishing between building code and warranty-related issues.

WHAT IF THERE ARE DISCREPANCIES BETWEEN THE PUD AND CONSTRUCTION IN THE FIELD?

For a project the size is Seawalk, it is not uncommon for there to be minor variances from the development's PUD master plan and conditions. For example, sidewalk configurations, some landscaping components, preserve area maintenance components and the like may be at variance, but not materially so. For minor amendments, Seawalk PUD provides that:

- b. Minor amendments to the OB West Revised Master/Final Site Plan shall be reviewed and approved administratively by Town staff. The review and approval of a minor amendment to the OB West Revised Master/Final Site Plan shall be limited to confirmation that the proposed amendment complies with the minimum requirements of these OB West PUD Development Conditions. A minor site plan is any proposed amendment to the OB West Master Site Plan or a final site plan not provided in Section J.2.a. above.**

At this point in time, it seems likely that a handful of minor variances will be necessary to "wrap up" the project. To proceed with an application, however, there must be agreement on its content between the developer(s) and the Seawalk HOA. Further, it must be demonstrated to the Town that the proposed variances are sound in terms of function and design.

IN SUMMARY

While progress toward close-out of the Project has been made, staff continues to press the developer(s) on several outstanding issues. Staff has also repeatedly emphasized that the developer(s) must more effectively coordinate with the Seawalk HOA and their attorney, as well as individual residents. Further updates will be forthcoming.

Permits

From: Paul Nicoletti [REDACTED]
Sent: Wednesday, April 24, 2024 2:01 PM
To: Permits
Cc: Town Clerk; Terrance O'Neil; Steve Nicolosi; Karen Ostrand; Liz Reese; Gina Kent; Sandy Kelley; Michael Heller; Matthew Squires; Liz Reese; Matthew Biondolillo
Subject: RE: Non-Compliant Off-ridge Roof Vents
Attachments: SS Baffle Certification Letter 4.18.24.pdf; Memorandum to Town Council #3 2024-04-23 (Conformed).pdf

Dear Pam:

I am responding to you regarding Matt Bondilillo's most recent email of this afternoon (below) upon which I was copied. As you know I have been out of the state until last Friday attending to a personal matter.

As an aside, I don't believe the Mayor and Town Council hired me to respond directly to citizen questions, and would not, unless the Mayor or Town Council directly requested me to do so. I have prepared a memorandum to the Mayor and Town Council with what I hope is a comprehensive explanation of the different roles regarding the Sea Walk PUD. I am including a copy of that memorandum as well. This is what you were describing to Mr. Bondilillo in your email to him of April 13, 2024.

Having said all that, I do think the letter you received from Wayne Webb, P.E. on April 18, 2024 is dispositive, and directly responsive to the central question asked by Mr. Bondilillo regarding roof vents. Moreover, the Town has the ability to rely on Mr. Webb's professional certification as it affects compliance with the Florida Building Code by D.R. Horton in this matter.

Please let me know if you have any further questions.

Paul J. Nicoletti | Attorney at Law

Board Certified in City, County and Local Government Law

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Commercial email is not a secure mode of communication, and may be accessed by unauthorized persons.

NOTICE TO PRIVATE PERSONS OR ENTITIES: This communication originates from the law firm of Paul J. Nicoletti, Attorney at Law, and is protected under the Electronic Communication Privacy Act, 18 U.S.C. S2510-2521. The information contained in this email message may be privileged and confidential under Fla. R. Jud. Admin. 2.420, and information is intended only for the use of the individual(s) named above. If the reader of this message is not the

intended recipient, you are hereby notified that any dissemination, distribution, copying or other use of this communication is strictly prohibited. If you are not an intended recipient, please notify the sender immediately by e-mail or by telephone at ([REDACTED]), for further instructions. Thank you.

NOTICE REGARDING FLORIDA PUBLIC ENTITIES: Depending on its content and the addressee, this message may be subject to the provisions of Sec. 119.07, Florida Statutes (Sunshine Law) which provides for public records to be available for inspection and copying by anyone. This includes emails and email addresses. If you have an questions about this, please consult your own government counsel.

From: [Matthew Biondolillo](#)

Sent: Wednesday, April 24, 2024 12:39 PM

To: [Permits](#)

Cc: [Town Clerk](#); [Terrance O'Neil](#); [Steve Nicolosi](#); [Karen Ostrand](#); [Liz Reese](#); [Gina Kent](#); [Sandy Kelley](#); [Michael Heller](#); [Matthew Squires](#); [Liz Reese](#); [Paul Nicoletti](#)

Subject: Re: Non-Compliant Off-ridge Roof Vents

Pam

We're currently planning and preparing (i.e., weather protection and emergency response) our residential building for the approaching hurricane season (officially June 1). Can you, please, describe when we will receive a response from Mr. Nicolette?

Thank you,
Matthew

On Mon, 15 Apr 2024 at 15:13, Permits <permits@townofoceanbreeze.org> wrote:

Hi Matthew:

Your questions have been referred to Attorney Nicoletti. He advises that he is going to provide a comprehensive response.

Have a great day!

Pam Orr
Permit Processor
Town of Ocean Breeze
P. O. Box 1025
Jensen Beach, FL 34958
772-807-2557 Cell
772-334-6826 Office

From: Matthew Biondolillo <matthewbiondolillo3@gmail.com>

Sent: Saturday, April 13, 2024 1:30 PM

To: Permits <permits@Townofoceanbreeze.org>; Town Clerk <townclerk@townofoceanbreeze.org>; Terrance O'Neil <terrancewoneil@gmail.com>; Steve Nicolosi <steve.buildingofficial@gmail.com>; Karen Ostrand

<mayor@Townofoceanbreeze.org>

Cc: Liz Reese <seawalklizreese@gmail.com>; Gina Kent <gkent@Townofoceanbreeze.org>; Sandy Kelley <skelley@Townofoceanbreeze.org>; Michael Heller <mheller@Townofoceanbreeze.org>; Matthew Squires <msquires@Townofoceanbreeze.org>; Liz Reese <ereese@Townofoceanbreeze.org>; Paul Nicoletti

Subject: Non-Compliant Off-ridge Roof Vents

Some people who received this message don't often get email from matthewbiondolillo3@gmail.com. [Learn why this is important](#)

Thank you for providing a copy of the data table titled Closed Homebuyer Contact Information, which presents a general tally of homes whereby non-compliant off-ridge roof vents were altered by D.R. Horton in an effort to bring the building product into compliance with Florida Statutes, including Florida Building Code. The data table that was prepared by Jamie Ross (initials JA Ross) of D.R. Horton indicates that some, but not all of the affected homes, had been 'completed' as of June 14, 2023 (10-months ago). **As it relates to the alteration of the non-compliant off-ridge roof vents for all affected homes within the Seawalk Development, has D.R. Horton and/or others completed the work in compliance with all codes, standards, rules and laws (e.g., product approvals, design, installation, testing, and certification, etc.) for which the building product has to be evaluated according to Florida Building Code (latest version at the time of alteration)?**

We respectfully request a timely response to this question, because off-ridge roof vents, which are a major component of the roofing system and associated building envelope, affect the structural integrity of a building, especially during high-wind events with wind-driven rain and/or debris as commonly experienced during a tropical storm, hurricane and/or tornado. As you're aware, we will enter the rainy season in South Florida soon, a period when severe storms are most likely to occur. In addition, as you're aware, the said code compliance work has been ongoing for nearly one year; therefore, many affected homes have been susceptible to wind-driven water infiltration through the roofing system for a prolonged period of time (i.e., multiple years). For example, as documented on the aforementioned data table, the data for 'closed date' provides applicable and relevant information for each homeowner.

Have a great weekend.

P.S. Please note that the data collected (last column titled Completed: Yes or No) doesn't capture how many and when (e.g., date of completion) off-ridge vent(s) per each residential building were altered with a retrofitted external baffle(s).

Sincerely,

Matthew Biondolillo



PAUL J. NICOLETTI
Attorney at Law

MEMORANDUM

TO: THE MAYOR AND MEMBERS OF THE OCEAN BREEZE TOWN COUNCIL

SUBJECT: REVIEW OF RESPONSIBILITIES FOR THE SEA WALK DEVELOPMENT

DATE: APRIL 23, 2024

THIS MEMORANDUM IS PUBLIC RECORD

It has become apparent to me that there are some responsibilities which need to be clarified as to which entity is responsible for action... essentially, I am attempting to answer the "who" does "what" to "whom" regarding the Sea Walk development.

Essentially, there are five parties involved in the Sea Walk Planned Unit Development (PUD), each of which bears responsibility, some of which is overlapping. The players are:

1. The developer, Forestar;
2. The home builder, DR Horton;
3. The homeowners' association, Sea Walk Homeowners Association;
4. The individual property owners (143 owners); and
5. The Town of Ocean Breeze.

Collaterally, there are other governmental agencies which also have some regulatory responsibilities, including Martin County; the South Florida Water Management District; the Florida Department of Environmental Protection; and the US Army Corps of Engineers. These agencies have more to do with things like public safety including access to county roads, policing, fire prevention and protection, potable water supply, sanitary sewers, storm water drainage, and protection of fresh water and saltwater resources. In addition, there are private utilities, such as Florida Power and Light Co., AT&T, Comcast, and perhaps others who operate in the space known as the Sea Walk neighborhood.

Telephone and Fax: + [REDACTED]

Email: [REDACTED]

MEMORANDUM

TO: THE MAYOR AND MEMBERS OF THE OCEAN BREEZE TOWN COUNCIL
SUBJECT: REVIEW OF RESPONSIBILITIES FOR THE SEA WALK DEVELOPMENT
DATE: APRIL 23, 2024

Page 2 of 6

In this particular situation, I want to address (almost exclusively) the 5 numbered entities above:

1. THE DEVELOPER: Forestar, was the one which envisioned use of the property, applied for and obtained a Planned Unit Development Ordinance, approved by the Town Council, and which bear ultimate responsibility for the creation of the Planned Unit Development, submitting an overall design and plan to develop single family homes, common areas, and rights of way (roads, sidewalks and other public use pathways) for the entire property. They are the ones who initially adopt and file in the County records, a Declaration of Covenants which ultimately bind the homeowners association and the individual property owners to certain standards, rules and regulations. Beyond the Town requirements, they had to satisfy some of the requirements of the collateral agencies discussed above. Forestar had the initial responsibility for the installation and maintenance for both the common areas and rights of way. They are the ones who submitted an infrastructure Performance Bond to the Town in the amount of around \$4 million, and who now are seeking the closeout of the development so they can reduce the Bond to the residual amount of around \$400k to resolve any remaining issues. Infrastructure includes the contouring of the land, installation of the drainage patterns and structures, the above ground and underground utilities structures and piping (water, sewer, and drainage), the roads, sidewalks, common use paths, and other hardscape, the right of way and common area landscaping, gates and signage. Some or all of this responsibility may have been shifted to the home builder. Forestar has a strong corporate familial relationship with D.R. Horton, but it is not clear (even after questioning) how the two entities ultimately relate and interact. For our purposes, we are treating Forestar as the responsible party, unless advised otherwise.

2. THE HOME BUILDER: D.R. Horton, bears the later responsibility for the actual construction permits, proper construction, and completion of the rights of way, the common areas, and the individual home sites, along with the construction of the individual homes. They also had to satisfy some of the requirements of the collateral agencies discussed above for the installation of utilities, drainage, and preserve areas. But, most importantly they are responsible for proper completion of the individual lots and homes. That is, from the time D.R. Horton initially contracted with individual buyers until the issuance of a Certificate of Occupancy (CO) by the Town, and continuing through Closing in which legal title to the lot

Telephone and Fax: + [REDACTED]

Email: [REDACTED]

MEMORANDUM

TO: THE MAYOR AND MEMBERS OF THE OCEAN BREEZE TOWN COUNCIL
SUBJECT: REVIEW OF RESPONSIBILITIES FOR THE SEA WALK DEVELOPMENT
DATE: APRIL 23, 2024

Page 3 of 6

and home passes to the Individual Property Owner via a Deed, and then continuing through the warranty period, D.R. Horton continues to be responsible for resolving the individual homeowner warranty items, until the warranty expires. Warranty items are for the materials and installation of the home structure itself, including the roof, floor, walls, plumbing, heating-ventilation-air conditioning (HVAC) systems, electrical, and other items such as fixtures and built-ins supplied by the home builder. This responsibility includes the required landscaping of the lot. This responsibility is also typically for any utilities installed by the builder, and includes any item which is defective or not installed properly. However, this warranty typically does not include appliances which usually are covered by the manufacturer's warranty.

3. THE HOMEOWNERS ASSOCIATION: Under the Town's PUD ordinance, and Chapter 720, Florida Statutes, the law provides for the Developer to create a not for profit corporation called a homeowners association (HOA), which becomes the homeowner's means of partially controlling the development. Once the homeowners take over controlling interest in the Association, the Developer is typically no longer responsible for the maintenance of the common areas, unless the developer is contractually obligated to the HOA to do so. In this case, the homeowners have assumed control of the HOA, which now bears this responsibility. The HOA is also responsible for assessing fees for the continuing maintenance of the common areas, and to create rules and regulations which can be enforced by the HOA for certain matters on the individual properties, or within the HOA common areas and rights of way. The HOA officers and directors have a fiduciary relationship toward the individual property owners to act in their interest and to enforce HOA covenants, assessments, and rules, and generally to create a harmonious community.

4. THE INDIVIDUAL PROPERTY OWNER (HOMEOWNER): Once "Closing" (transfer of ownership) occurs on their house and lot, the homeowner assumes control and responsibility for maintenance and well-being of their individual homes and lots, subject only to any remaining warranty issues which need to be resolved by the Builder. It is important to note, the parties cannot Close or transfer ownership from the Builder to the Individual Property Owner unless and until the Town issues a Certificate of Occupancy (CO). A "CO" is the Town's last official action regarding the construction of any home or other structure, subject only to any later regulatory authority of the Town for code violations. This is not to say that the Town is without authority if it is later discovered that certain construction

Telephone and Fax: [REDACTED]

Email: [REDACTED]

MEMORANDUM

TO: THE MAYOR AND MEMBERS OF THE OCEAN BREEZE TOWN COUNCIL
SUBJECT: REVIEW OF RESPONSIBILITIES FOR THE SEA WALK DEVELOPMENT
DATE: APRIL 23, 2024
Page 4 of 6

materials or methods did not meet the Florida Building Code. In Sea Walk there were questions regarding whether roof vents, air conditioning systems, and a couple of other issues met the Florida Building Code, and the Town was responsive in reviewing and examining those issues with its Building Official. It required the Builder to change out certain items to satisfy the Florida Building Code or to explain to the Building Official the methods and materials used and approved by the Builder's hired building inspector. The Town's Building Official is ultimately responsible under Florida law for the issuance of the final certificate of approval or Certificate of Occupancy.

5. THE TOWN OF OCEAN BREEZE:

The Town has many responsibilities and "wears many hats" regarding the development of any large property, but this is particularly true of a Planned Unit Development (PUD). There are "quasi-judicial," "legislative," and "regulatory" authorities and responsibilities which must be differentiated and respected. When any developer approaches a municipality with a set of plans for a PUD, there is an extensive staff review of the plans and working documents submitted, prior to any formal review and hearing by the Town Council. If the land use involves a change to the Comprehensive Plan, then the matter is legislative, and involves the adoption of a Town Council ordinance to allow the subject property to be assigned a compatible "future land use" called a Future Land Use Amendment (FLUM) ordinance, as required by the State of Florida. After that, a PUD Ordinance is introduced to permit the requested PUD to be developed on the land. This is quasi-judicial, and has heightened notice, hearing, and approval requirements. It allows and requires public notice and a hearing. Once approved, it is not unusual to have PUD ordinance and any later PUD resolutions to be amended along the way... this happened with the Sea Walk PUD. In fact, there may be one or more additional ordinance or resolution amendments, as a means of finalizing the PUD, when all remaining items have been satisfied. Each of the ordinances and resolutions adopted for the Sea Walk community included an "agreement" signed by the Developer to abide by the ordinance or resolution. This is not just a meaningless formality... rather, it is the assurance executed and signed by the Developer that all of the PUD requirements will be completed as they are stated in the respective ordinance or resolution.

Telephone and Fax: + [REDACTED]

Email: [REDACTED]

MEMORANDUM

TO: THE MAYOR AND MEMBERS OF THE OCEAN BREEZE TOWN COUNCIL
SUBJECT: REVIEW OF RESPONSIBILITIES FOR THE SEA WALK DEVELOPMENT
DATE: APRIL 23, 2024
Page 5 of 6

The regulatory requirements are contained within the FLUM, the PUD ordinances and resolutions, and require the developer to satisfy the requirements or face enforcement action by the Town. In this case, it would involve an ordinance violation action in County court.

Along the path of development, the Town has ultimate regulatory authority over the actual construction of the rights of way, the common areas, and the individual lots and homes. The Developer has the option, and it is not unusual for the Developer, to pay for independent inspectors to furnish their inspection results and approvals to the Town. Forestar did this, and as D.R. Horton was constructing homes and lots, those inspection results were furnished to the town by a number of independent consultants.

Once homes are certified as meeting all the requirements of the Florida Building Code, the Town (by the Building Official) issues its Certificate of Occupancy, which then enables the Builder to "sell" the house and lot to an Individual Owner at Closing. In this case all 143 homes have been issued a Certificate of Occupancy, and those properties have been occupied by the owners for some time.

It is also not unusual for some property owners to discover items that were not constructed in accordance with their Contract for Purchase, or later failed to meet the requirements stated in the Closing or approval documents. This can trigger a warranty claim by the homeowner to the builder, and sometimes, builders are recalcitrant in making good on work, which in turn then may require private legal action by the homeowner. But, it is not unusual for homeowners to seek help from the HOA or Town in this regard. The Town went over and above what was required by law by hiring additional landscape and HVAC professionals, and its own Town Engineer, and its Building Official to re-review and give opinions regarding issues that had received complaints from residents.

The Town (and I also believe the HOA) does not have a legal right to attempt an intervention on behalf of an individual homeowner, because to do so could become a "tortious interference" with a contractual business relationship between the builder and the homeowner. In all cases this is ill advised. If tortious interference is found by a court, the party interfering is liable for up to triple damages. Individual property owners have a their own remedy, and it is by and through the warranty provided by the Builder. This warranty is a part of the contractual relationship between the Builder and the Individual Property Owner.

Telephone and Fax: +1 [REDACTED]

Email: [REDACTED]

MEMORANDUM

TO: THE MAYOR AND MEMBERS OF THE OCEAN BREEZE TOWN COUNCIL
SUBJECT: REVIEW OF RESPONSIBILITIES FOR THE SEA WALK DEVELOPMENT
DATE: APRIL 23, 2024
Page 6 of 6

By and large, the developer or builder will attempt to perform warranty work unless and until legal action is threatened by the homeowner, and thereafter, it usually does not occur until legal action is either withdrawn or completed. However, most Builders, including D.R. Horton have a fairly robust warranty program (at least on paper), and it is up to the Individual Property Owner to require its performance by the Builder.

I have noticed one unique anomaly. A CO was issued for Lot 1, however, the lot does not meet the overall requirements of the PUD issued by the Town as to land contours or its relationship to the contiguous Upland Preserve Tract 1 property now controlled by the HOA. This is not a Florida Building Code issue, rather it is a zoning matter. Prior to closeout, the HOA, the Developer, and the Town are aware of the need to rectify this situation. To my knowledge, there are no other situations like this within the community, and I do not believe exerting regulatory authority in this regard constitutes tortuous interference.

I hope this helps to clarify the issues you face when confronted by your constituents, and I suggest if any further questions arise, please provide those to the Town Staff for review.

Respectfully submitted,

// Original signed //

PAUL J. NICOLETTI

Cc:

Terry O'Neil, Management Consultant
Pam Orr, Permit Processor
Kim Stanton, Town Clerk

Telephone and Fax: + [REDACTED]

Email: [REDACTED]

PRIVATE PROVIDER STATEMENT OF INSPECTION

April 18, 2024

Town of Ocean Breeze
1508 NE Jensen Beach Blvd,
Jensen Beach, FL 34957

Attn: Steve Nicolosi, Building Official

Re: Private Provider Statement of Inspection
SEAWALK, LOTS 1 to 143 – Roof Baffle/Vent Code Compliant Work
Ocean Breeze, FL 34957
All Master Permits

Dear Mr. Nicolosi:

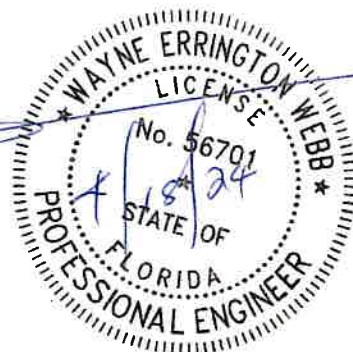
I Wayne Webb, P.E. having performed and approved the required verification inspections, for each residential building at the subject project, hereby attest that to the best of my knowledge, belief and professional judgment, that the Roof Baffle/Vent Code Compliant Work components covered by the individual permits issued by the Town of Ocean Breeze for each residence at the subject project, have been constructed in accordance with the approved plans, the current Building Official review and approval of the implemented remedy and the provisions of all applicable laws and technical codes.

This document is being prepared at the request of the Town of Ocean Breeze as a general letter for all residential buildings at the subject project. Individual certification packages in accordance with F.S. 553.791 (10) have been submitted to the Town of Ocean Breeze Building Department at the time of the final inspection and substantial completion for each permitted residence and CO have already been granted for each residence. Should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,
Absolute Civil Engineering Solutions, LLC



Wayne Webb, P.E.
Private Provider



Permits

From: Paul Nicoletti <[REDACTED]>
Sent: Thursday, April 25, 2024 3:04 PM
To: Town Clerk; Permits; Terry O'Neil (terrancewoneil@gmail.com)
Subject: RE: FW: 2680 NE Breezeway Circle - Biondolillo Residence
Attachments: Engineer FINAL A-C Report Owners[18906].pdf

Pam:

Mr. Bondilillo is correct that I am not aware of any:

“... errors and omissions of the Town's research on the cooling system and building thermal envelope as it relates to 2017 Florida Building Code, Energy Conservation and other applicable codes and Florida Statutes.”

My response is that I am aware only about the capacity of the units, and not their individual functionality.

Wojcieszak & Associates reviewed the 4 different models of homes in Sea Walk and different type of HVAC units installed in the 143 homes, and compared the specifications stated and then performed their own cooling calculations compared to those required by the Florida Building Code, and stated that they were satisfied that the units met the requirements of the Florida Building Code.

Once again, the Town has the right to rely on its professionals, and since David Wojcieszak is a professional engineer, I don't believe you must go any further with the inquiry.

If the Bondilillos are having an HVAC issue with their unit, they can continue to try getting DR Horton to perform, or seek some other solution, like hiring their own HVAC contractor to fix the unit(s).

I'm sorry the Bondilillos are having this problem, but it is not a Town issue.

Paul J. Nicoletti | Attorney at Law

Board Certified in City, County and Local Government Law

[REDACTED]

[REDACTED]

Voice & Fax: [REDACTED]

Cell: [REDACTED]



Commercial email is not a secure mode of communication, and may be accessed by unauthorized persons.

NOTICE TO PRIVATE PERSONS OR ENTITIES: This communication originates from the law firm of Paul J. Nicoletti, Attorney at Law, and is protected under the Electronic Communication Privacy Act, 18 U.S.C. S2510-2521. The information contained in this email message may be privileged and confidential under Fla. R. Jud. Admin. 2.420, and

information is intended only for the use of the individual(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, copying or other use of this communication is strictly prohibited. If you are not an intended recipient, please notify the sender immediately by e-mail or by telephone at _____ for further instructions. Thank you.

NOTICE REGARDING FLORIDA PUBLIC ENTITIES: Depending on its content and the addressee, this message may be subject to the provisions of Sec. 119.07, Florida Statutes (Sunshine Law) which provides for public records to be available for inspection and copying by anyone. This includes emails and email addresses. If you have an questions about this, please consult your own government counsel.

From: [Town Clerk](#)
Sent: Thursday, April 25, 2024 2:21 PM
To: [Permits](#); [Terry O'Neil \(terrancewoneil@gmail.com\)](mailto:terrancewoneil@gmail.com); [Paul Nicoletti](#)
Subject: FW: FW: 2680 NE Breezeway Circle - Biondolillo Residence

Hello all,

Please read this latest email from Mr. Biondolillo.

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

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, please contact this office. This communication may contain privileged and confidential information intended only for the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please notify the sender by reply email and destroy all copies of the original message.

From: Matthew Biondolillo <matthewbiondolillo3@gmail.com>
Sent: Thursday, April 25, 2024 12:57 PM
To: Town Clerk <townclerk@townofoceanbreeze.org>
Cc: Julie Biondolillo <juliebiondo1@gmail.com>
Subject: Re: FW: 2680 NE Breezeway Circle - Biondolillo Residence

Kim

Julie and I continue to proactively request that DR Horton honors the warranty terms and conditions. As you can imagine, we are on day 4 without the HVAC system, which has caused a burden and hardship on our family. As Mr. Nicoletti stated "The Town did research the AC unit capacity required by the Florida Building Code, and found the units met the Code requirements." However, Mr. Nicoletti is likely unaware of the errors and omissions of the Town's research on the cooling system and building thermal envelope as it relates to 2017 Florida Building Code, Energy Conservation and other applicable codes and Florida Statutes. We're not surprised by Mr. Nicoletti's misunderstanding because the applicable information(s) was intentionally omitted from the Final Report.

Ultimately, the causation of the HVAC unit malfunction may be related to the aforementioned condition.

Kind regards,
Matthew

On Thu, 25 Apr 2024 at 10:04, Town Clerk <townclerk@townofoceanbreeze.org> wrote:

Dear Matthew and Julie,

Please see response by Attorney Nicoletti. Also, you will be receiving a memorandum by Attorney Nicoletti in the next few days outlining the responsibilities of all parties involved in the Seawalk PUD.

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

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, please contact this office. This communication may contain privileged and confidential information intended only for the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please notify the sender by reply email and destroy all copies of the original message.

From: Paul Nicoletti <pnicoletti@comcast.net>
Sent: Thursday, April 25, 2024 9:58 AM
To: Town Clerk <townclerk@townofoceanbreeze.org>; Permits <permits@Townofoceanbreeze.org>
Subject: RE: 2680 NE Brezeway Circle - Biondolillo Residence

Good Morning, Kim:

Yes, the Bondillos are correct. This is a warranty issue (AC unit). It does not involve the Town. The Town did research the AC unit capacity required by the Florida Building Code, and found the units met the Code requirements.

Paul J. Nicoletti | Attorney at Law

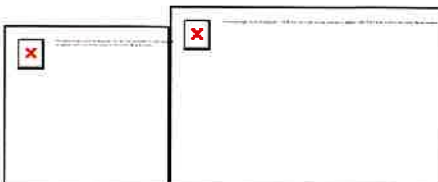
Board Certified in City, County and Local Government Law

[REDACTED]

[REDACTED]

Voice & Fax: [REDACTED]

Cell: [REDACTED]



Commercial email is not a secure mode of communication, and may be accessed by unauthorized persons.

NOTICE TO PRIVATE PERSONS OR ENTITIES: This communication originates from the law firm of Paul J. Nicoletti, Attorney at Law, and is protected under the Electronic Communication Privacy Act, 18 U.S.C. S2510-2521. The information contained in this email message may be privileged and confidential under Fla. R. Jud. Admin. 2.420, and information is intended only for the use of the individual(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, copying or other use of this communication is strictly prohibited. If you are not an intended recipient, please notify the sender immediately by e-mail or by telephone at [REDACTED], for further instructions. Thank you.

NOTICE REGARDING FLORIDA PUBLIC ENTITIES: Depending on its content and the addressee, this message may be subject to the provisions of Sec. 119.07, Florida Statutes (Sunshine Law) which provides for public records to be available for inspection and copying by anyone. This includes emails and email addresses. If you have an questions about this, please consult your own government counsel.

From: [Town Clerk](#)

Sent: Wednesday, April 24, 2024 8:54 AM

To: [Permits](#); [Paul Nicoletti](#); [Town Clerk](#)

Subject: FW: 2680 NE Breezeway Circle - Biondolillo Residence

Importance: High

Paul,

Forwarding to you for your records. Please copy me with any response.

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

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, please contact this office. This communication may contain privileged and confidential information intended only for the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please notify the sender by reply email and destroy all copies of the original message.

From: julie Biondolillo <juliebiondo1@gmail.com>

Sent: Wednesday, April 24, 2024 8:04 AM

To: JARoss@drhorton.com; julie Biondolillo <juliebiondo1@gmail.com>

Cc: Stempler, Mark <MStempler@beckerlawyers.com>; Gary W Brunk <gwbrunk@drhorton.com>; Compagnone, Danielle <DCompagnone@beckerlawyers.com>; McLaughlin, James <JMcLaughlin@beckerlawyers.com>; Town Clerk <townclerk@townofoceanbreeze.org>; Matthew Biondolillo <matthewbiondolillo3@gmail.com>

Subject: 2680 NE Breezeway Circle - Biondolillo Residence

Importance: High

We've submitted a warranty request for our air conditioning unit (4/22/24 at 11:13 AM and email to Jamie 4/23 at 12:49), which is not operating, and have not received a response from DR Horton. As per your warranty claim service, it states that we would receive a text or call within 24 hours.

Since we identified the nature and extent of the non-compliant attic access panels and off-ridge vents according to Florida Building Code, DR Horton's conduct has been deceptive and/or non-responsive to any type of warranty request, including past and present, submitted by the Biondolillo family. In fact, we are just days away from two years since a construction walk through was performed at Lot 24 in April 2022, whereby several documented substandard construction items (i.e., windows, doors, stucco, etc.) remain unresolved and/or unremedied. Meanwhile, DR Horton continues to address warranty items submitted by other homeowners within the Seawalk Development. Why does DR Horton discriminate against our family?

We are asking that you respond in a timely manner to not only the non-operating air conditioning unit, but also every unresolved/unmitigated construction/warranty item that've been neglected by DR Horton for a prolonged period of time, for which DR Horton is responsible for in accordance with the warranty terms and conditions.

As previous stated in many correspondences, we are asking Dr. Horton to what is RIGHT AND JUST!

Sincerely,

Matthew & Julie Biondolillo



Virus-free www.avast.com

Permits

From: steve.buildingofficial@gmail.com
Sent: Monday, July 15, 2024 2:48 PM
To: 'Terrance O'Neil'; Permits
Cc: Town Clerk; 'Paul Nicoletti'
Subject: RE: Draft, Pam let's discuss
Attachments: Comments - Building Official.pdf.docx

Terry

See attached response I sent about the compaction reports months ago. I don't think we can or should request any more information from the testing company. They attested to the fact it was tested to ASTM standards which would include using proper calibrated equipment. Biondolillo has multiple construction defect claims against the contractor, I feel like we are doing his legal work. Maybe we can discuss it with Paul and get his opinion.

Steve Nicolosi
Building Official
Town of Ocean Breeze
P. O. Box 1025
Jensen Beach, FL 34958
772-334-6826 office

-----Original Message-----

From: Terrance O'Neil <terrancewoneil@gmail.com>
Sent: Sunday, July 14, 2024 2:33 PM
To: Permits <permits@townofoceanbreeze.org>
Cc: Steve Nicolosi <steve.buildingofficial@gmail.com>; Town Clerk <townclerk@townofoceanbreeze.org>; Paul Nicoletti <[REDACTED]>; Karen Ostrand <mayor@townofoceanbreeze.org>
Subject: Draft, Pam let's discuss

To Absolute.

With regard to the Seawalk project, a resident has asked whether the equipment used for soil testing was properly calibrated before its use. The resident points out that the test form(s) provided to the Town, copy attached, does not indicate whether timely calibration of the equipment occurred before its use.

At our Building Official's request, as the project's private-provider inspector, please confirm that the soil testing firm of record used properly calibrated equipment at the time of testing and provide appropriate documentation to the Town.

Sincerely,



Town of Ocean Breeze

I'm addressing this to all.

There seems to be confusion on the duties and responsibilities of the Building Department and The Town of Ocean Breeze. Once a building receives a Certificate of Occupancy the Building Department is no longer involved. Any issues from that point on are a civil matter to be handled between the homeowner and contractor. Per FL statutes the contractor is responsible for the construction of the home. It may be a warranty issue, a construction defect, or a latent defect all of which the contractor is responsible for repairing. The Town has done an unprecedented act by hiring a professional engineer to verify the HVAC system was code compliant at the time of construction. The engineer also gave additional information which was not building code related. I also did an unprecedented act by notifying Mr. Biondolillo about the roof vents when I noticed them while on his roof for another matter. By Statute I can't go back to a house years later and reinspect it and fail an inspection. To be clear this doesn't mean the vents, or the attic accesses were ok, the contractor is responsible for code compliance even if an inspector misses an item. However, this becomes a warranty issue which must be repaired by the contractor. The Building Code doesn't address warranty or construction defects. Year after year the Florida Legislators have stripped away at the authority of Building Officials. I must follow the laws that are in place. The Public Records laws (FS 119) state that an agency doesn't have to create a record if one doesn't exist, nor do they have to answer questions about a record they provide. If there are questions about the HVAC report, then please contact the engineer directly and realize you will be responsible to pay for his time.

I'll also address the compaction reports Mr. Biondolillo has questioned. The Town received signed and sealed compaction reports from a geotechnical engineer. He is attesting to the fact the density tests were done in compliance with the ASTM standard and the house pads were acceptable to build on at the *time of their test*. The contractor is responsible for maintaining the integrity of the house pad after the sub-contractors have done any underground work in the house pad area. We do not require any further information. The test data for the road is given to the engineer of record for the road construction and he determines if the compaction is acceptable. Building Officials aren't allowed to analyze data and make an engineering judgement, we rely on a report from a licensed engineer. There was also mention of contacting Martin County for their opinion. They cannot be involved with the Town as per statute only one Building Official per jurisdiction is allowed and that person is responsible for interpreting the Building Code for the jurisdiction without interference from any person, to quote FS 553.70. At the time of construction that was Larry Massing, who coincidentally was the Building Official for Martin County.

If someone feels there are structural issues with their home, then they should contact DR Horton immediately. If their response isn't acceptable then I would suggest seeking the help of a lawyer specializing in construction law.

I do want to be clear that the Town and I are extremely sympathetic to your concerns and will help where we can, however we must follow the law so as not to jeopardize anyone's rights. I can assure you that few if any other jurisdictions would be as involved in these issues as the Town has been to date.

P. O. Box 1025 • Jensen Beach, FL 34958

Office: 772-334-6826 • Fax: 772-334-6823 • townclerk@townofoceanbreeze.org

Permits

From: steve.buildingofficial@gmail.com
Sent: Tuesday, August 6, 2024 7:54 AM
To: Permits; 'Paul Nicoletti'; 'Terry O'Neil'
Subject: RE: Modified Off-ridge Roof Vents, Plan Review, Local Board of Appeals

As the Building Official I consider the repair to be warranty work. No permit was required hence no plan review was necessary. As I have stated multiple times the building department can't go back years after a CO has been issued and reinspect a building. The repair probably took less than 15 minutes to complete per vent. The baffle pieces were attached as per the product approval originally submitted. It made sense to use the provision in the Building code for alternative means and methods. To my knowledge we have not had any complaints of leaks from the vents before or after the repairs. We have had many thunderstorms this rainy season as well as a tropical storm. Biondolillo should stop playing building official. His actions should be against DR Horton. The Town is spending thousands of dollars for a non- issue.

Biondolillo can go on the DBPR website and verify Webb's PE license. This is the proper procedure that everyone including jurisdictions are supposed to do as this provides the most up to date information.

Steve Nicolosi

Building Official

Town of Ocean Breeze

P. O. Box 1025

Jensen Beach, FL 34958

772-334-6826 office

From: Permits <permits@Townoceanbreeze.org>
Sent: Monday, August 5, 2024 7:02 PM
To: Paul Nicoletti <[REDACTED]>; Steve Nicolosi <steve.buildingofficial@gmail.com>; Terry O'Neil (terracewoneil@gmail.com) <terracewoneil@gmail.com>
Subject: FW: Modified Off-ridge Roof Vents, Plan Review, Local Board of Appeals

FYI, let's talk about it.

Pam Orr
Permit Processor



Town of Ocean Breeze
P. O. Box 1025
Jensen Beach, FL 34958
772-807-2557 Cell
772-334-6826 Office

From: Liz Reese <seawalklizreese@gmail.com>

Sent: Monday, August 5, 2024 6:53 PM

To: Matthew Biondolillo <matthewbiondolillo3@gmail.com>

Cc: Karen Ostrand <mayor@Townofoceanbreeze.org>; Permits <permits@Townofoceanbreeze.org>; Town Clerk <townclerk@townofoceanbreeze.org>; Julie Biondolillo <juliebiondo1@gmail.com>; Melissa Heller <hoamelissaheller@gmail.com>; Lynda Capobianco <lyndacap.seawalk@gmail.com>; Jerry Farrell <seawalkgfarrell@gmail.com>; William Nissen <wnissen23@gmail.com>

Subject: Re: Modified Off-ridge Roof Vents, Plan Review, Local Board of Appeals

I hope that the Town engineer can answer this question for you Matthew. This is not my area of expertise. I ask that Mayor Ostrand please have legal review this concern also. I hope to hear back from the Town soon.

Liz Reese

On Mon, Aug 5, 2024, 18:43 Matthew Biondolillo <matthewbiondolillo3@gmail.com> wrote:

Town Mayor Ms.Ostrand and HOA President Ms. Reese

We have NOT received an answer to our question (July 10, 2024) pertaining to **Plan Review** related to modification of the off-ridge roof vents within the Seawalk PUD. Plan Review is a very important aspect of the code compliance work pursuant to Florida Statute(s). According to the Private Provider Statement of Inspection letter (attached) dated 18th April 2024, the Roof Baffle/Vent Code Compliance Work "have been constructed in accordance with **approved plans**" and required "verification inspections for each residential building at the subject project."

According to the Notice to Building Official of Use of Private Provider form (attached), it's evident that Absolute Civil Engineering Solutions, LLC was neither authorized to conduct plan review nor provided current employee qualification statements and proof of insurance prior to initiation of the subject code compliance work as required under applicable Florida Statute. In fact, the documentation shows that the Private Provider's Standard Inspector Certifications and Certificate of Insurance had expired over four years ago (in 2019).

We're asking for you to help us uncover the truth related to this matter. We're writing this communication as Tropical Storm Debby is moving along the west coast of Florida, producing heavy rains, gusty winds, and isolated tornadoes. This tropical storm could have easily hit our community on the east coast of Florida.

The acts and/or omissions giving rise to this complaint warrant a response to prevent further delay of an appeal or petition related to the modified off-ridge vents. With that said, we're requesting an immediate response to our question: Who performed Plan Review of the subject code compliance work?

Truth in Love,
Matthew & Julie Biondolillo

On Wed, 10 Jul 2024 at 17:55, Matthew Biondolillo <matthewbiondolillo3@gmail.com> wrote:

Ms. Mayor Ostrand and HOA President Ms. Reese

It's well documented that off-ridge vents are an integral part of a roofing system and can affect the structural integrity of a building, particularly during a high-wind event such as a tropical storm, hurricane and/or tornado. As you're aware, we're a substantially affected person/homeowner, among others within the Sea Walk Development, subject to a concerted work performed or action taken by the builder, local building official and/or private provider regarding planning, engineering, inspecting and/or certifying the modified off-ridge roof vents, a integral product(s) of the roofing system. Based on multiple communications with the Florida Building Commission, they informed us regarding the applicable Florida Statutes, including Florida Building Code, related to the said work. Their advice differs from the information provided by the local building official, which has raised significant concerns regarding the compliance, or lack thereof, of the modified off-ridge vents according to Florida statutes and/or codes.

As an affected homeowner, we're left with the only option to proceed with an appeal or petition of the local building official's use and/or interpretation of the Florida Building Code by a local board of appeals, if such a board exists, followed by the Florida Building Commission, who coordinates and composes a designated panel with the Building Officials Association of Florida, such as the Insurance Industry. In support of this effort, we're asking the Town again who performed 'Plan Review' according to local product approval associated with the subject compliance work performed on the modified off-ridge vents?

In addition, we've been apprised that multiple engineering staff actively involved with the design and construction phases of the Sea Walk PUD project are now employed by Martin County. With that said, we're rightfully concerned that a conflict(s)-of-interest may exist with a local board of appeals.

We're confident the truth will benefit the safety and wellbeing of all affected homeowners within the Sea Walk community. Please respond in a timely manner to support resolution of this matter.

Kind regards,
Matthew & Julie Biondolillo
Lot 24, [2460 NE Breezeway Circle, Ocean Breeze, Florida](#)



Wojcieszak & Associates, Inc.

Consulting Engineers

FINAL REPORT

Project Number: 2023.014

Date of Report: 09-18-2023

**Seawalk in Ocean Breeze
Jensen Beach, Florida**

Prepared for:

**Town of Ocean Breeze
1508 NE Jensen Beach Blvd.
Jensen Beach, FL 34957**

Prepared by:

**David A Wojcieszak, P.E.
Florida Certificate No. 32091
david@dwojo.com**

Table of Contents

Section 1 – General 2

 1.1 Background and Purpose

 1.2 Methodology

 1.3 Codes and Standards

 1.4 Preliminary Conclusions

 1.5 Limitations

Section 2 – Building Department Requirements 4

 2.1 General

 2.2 Code History

Section 3 – Heat Load Calculations 6

 3.1 General

 3.2 Heat Load Summary

Section 4 – Energy Codes 7

 4.1 General

Section 5 – Documents Reviewed 8

Section 6 –Glossary 9

Attachments 13

SECTION 1 – GENERAL

1.1 Background and Purpose

Wojcieszak & Associates, Inc. (WA) was engaged by the Town of Ocean Breeze (TOB) to provide engineering services to perform an evaluation of the air conditioning systems in multiple residences. The purpose is to confirm said systems are in compliance with the Florida Building Code and the Town's Building Official permitting process. Four sample residences were evaluated, which are typical of the different air conditioning systems used in homes built in the Seawalk subdivision. The four sample residences were selected by the Seawalk Homeowner's Association as representative of the issues. The purpose of the evaluation is to collect data relative to:

- Inconsistent temperatures
- Air conditioning equipment sizing
- Mold and mildew

1.2 Methodology

WA methodology included the following:

- Review documentation related to the building
 - > Permitted building plans
 - > Applicable codes
- An onsite evaluation of four models
 - > Delray – 2680 NE Breezeway
 - > Delray – 2760 NE Breezeway
 - > Hayden - 2820 NE Breezeway
 - > Aira – 2901 NE Breezeway
- Discussions with building occupants
- Visual evaluation of the building
- Visual evaluation of existing HVAC system
- Take minimal temperature and humidity readings
- Perform heat load calculations with existing building features
- Form conclusions and make recommendations

1.3 Codes and Standards

Various dates are listed on the construction documents, the earliest to be 2017. The codes referenced for this project were:

- Florida Building Code (FBC) 2017
- Florida Building Code Residential (FBC-R) 2017
- Florida Building Code Mechanical (FBC-M) 2017
- Florida Building Code Plumbing (FBC-P) 2017
- National Electric Code (NEC) 2014

1.4 Conclusions

It is my professional opinion the submitted air conditioning plans were reviewed and approved in accordance with the Florida Building Code-Residential and the TOB Building Department checklist. It is important to note the Building Departments responsibility is for code compliance and not design. The air conditioning design heat load calculations, provided with the Energy Codes, are consistent with the third-party heat loads performed by WA. The air conditioning system design is also consistent with homes of this type and location. The building department properly performed their duties by issuing the appropriate permits after review of the construction documents provided by the Contractor.

My opinion is based on:

- Professional examination of the Project documentation provided by the Town of Ocean Breeze.
- Evaluation of the site
- Professional experience with similar types of projects
- Professional experience with similar types of construction
- Professional education, training, and experience in Mechanical, Electrical, and Plumbing Systems design and construction administration
- Professional experience and knowledge of building codes and standards
- Third-party heat load calculations

1.5 Limitations

This report was prepared by David A Wojcieszak, PE, of Wojcieszak & Associates, Inc. The opinions and recommendations are based on observations, available data, and professional expertise with no warranty or guarantee implied herein. The author has the right to amend this report as additional information is made available. The report is intended for the use of the owner and/or its agents.

SECTION 2 – BUILDING DEPARTMENT REQUIREMENTS

2.1 General

Florida Statute 553.79 gives local governments the authority to issue building permits. The first sentence in Section (6) of the statute sets the criteria for issuing those building permits:

A permit may not be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such permit complies with the requirements for plan review established by the Florida Building Commission within the Florida Building Code.

The requirements listed in FBC 107.3.5 cover planning and zoning, life safety, and accessibility. Mechanical requirements are not addressed. The plan review requirements for residential construction are less stringent than for commercial structures. The only code required air conditioning document for residences is the Energy Code. All other requirements are determined by the local Authority. The specific mechanical requirements are at the discretion of the Building Official. The TOB provides a document “CHECKLIST FOR SINGLE-FAMILY RESIDENCE PERMITS” for all permit applicants.

2.2 Code History

FBC-R 101.2.1

The provisions of Chapter 1, Florida Building Code, Building, shall govern the administration and enforcement of the Florida Building Code, Residential.

FBC 107.3.5 Minimum plan review criteria for buildings.

The examination of the documents by the building official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Residential (one- and two-family):

1. Site requirements:

Set back/separation (assumed property lines)

Location of septic tanks

2. Fire-resistant construction (if required)

3. Fire

4. Smoke detector locations

5. Egress:

Egress window size and location stairs construction requirements

6. Structural requirements shall include:

Wall section from foundation through roof, including assembly and materials connector tables wind requirements structural calculations (if required)

Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials

7. Accessibility requirements:

Show/identify

Accessible bath

8. Impact resistant coverings or systems

FBC-E R401.3 Energy performance level (EPL) display card (Mandatory).

The building official shall require that an energy performance level (EPL) display card be completed and certified by the builder to be accurate and correct before final approval of the building for occupancy. Florida law [Section 553.9085, Florida Statutes] requires the EPL display card to be included as an addendum to each sales contract for both presold and non-presold residential buildings. The EPL display card contains information indicating the energy performance level and efficiencies of components installed in a dwelling unit. The building official shall verify that the EPL display card completed and signed by the builder accurately reflects the plans and specifications submitted to demonstrate code compliance for the building. A copy of the EPL display card can be found in Appendix C

Permits

From:
Sent: Wednesday, August 28, 2024 4:38 PM
To: Terry O'Neil (terrancewoneil@gmail.com); Permits; Town Clerk
Subject: REPLACEMENT VERIFICATION CERTIFICATE: Bond No. K09676235 by Westchester Fire Insurance Company, dated August 27, 2018
Attachments: EXEC.pdf

Dear All:

Please be advised that I have now received a replacement Verification Certificate from the Bonding company, which has the appropriate language regarding an "indefinite term." If you have any questions, please let me know.

I plan to present this item to the Mayor and Town Council at their next meeting. At that point I will give a comprehensive update and discuss what still needs to be accomplished.

Paul J. Nicoletti | Attorney at Law

Board Certified in City County and Local Government Law

Office & Fax:

Voice & Text:

Email:



Commercial email is not a secure mode of communication, and may be accessed by unauthorized persons.

NOTICE TO PRIVATE PERSONS OR ENTITIES: This communication originates from the law firm of Paul J. Nicoletti, Attorney at Law, and is protected under the Electronic Communication Privacy Act, 18 U.S.C. S2510-2521. The information contained in this email message may be privileged and confidential under Fla. R. Jud. Admin. 2.420, and information is intended only for the use of the individual(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, copying or other use of this communication is strictly prohibited. If you are not an intended recipient, please notify the sender immediately by e-mail or by telephone at [redacted] further instructions. Thank you.

NOTICE REGARDING FLORIDA PUBLIC ENTITIES: Depending on its content and the addressee, this message may be subject to the provisions of Sec. 119.07, Florida Statutes (Sunshine Law) which provides for public records to be available for inspection and copying by anyone. This includes emails and email addresses. If you have any questions about this, please consult your own government counsel.

**VERIFICATION CERTIFICATE FOR
INDEFINITE TERM SURETY BOND**

THIS IS TO CERTIFY that Bond No. K09676235 issued by Westchester Fire Insurance Company dated this 27th Day of August, 2018, in the amount of (\$3,965,951.44), on behalf of Forestar (USA) Real Estate Group Inc. (as Principal), and in favor of Town of Ocean Breeze, Florida (as Obligee) , for Sea Walk in Town of Ocean Breeze, Phase 1 & Phase 2 site prep, paving/sidewalks/curbs, water/sewer, & survey covers a term which began on the 27th Day of August, 2018, and ends only with the cancellation of said bond or other legal termination thereof; and that the said bond remains in effect, subject to all its agreements, conditions and limitations.

Signed, sealed and dated: August 27th, 2024

Westchester Fire Insurance Company



BY: _____

Noah William Pierce, Attorney-in-Fact

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Bryan M. Caneschi, Noah William Pierce, Catherine Thompson, Amy R. Waugh and Jynell Marie Whitehead of Charlotte, North Carolina; Rebecca E. Cano and Bradley D. Lorenzetti of Columbia, South Carolina

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of March, 2023.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 1st day of March 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this August 27, 2024



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

C.

Permits

From:
Sent: Thursday, August 29, 2024 2:30 PM
To: Will McFetridge
Cc: Terry O'Neil; Permits
Subject: Re: Sea Walk PUD Closeout

Good Afternoon, Will:

My client just asked if I had heard anything from you, and now another 10 days has passed. Has Forestar developed a compliance strategy? Please provide a response.

Paul J. Nicoletti | Attorney at Law

Board Certified in City County and Local Government Law

Office & Fax:
Voice & Text
Email:



Commercial email is not a secure mode of communication, and may be accessed by unauthorized persons.
NOTICE TO PRIVATE PERSONS OR ENTITIES: This communication originates from the law firm of Paul J. Nicoletti, Attorney at Law, and is protected under the Electronic Communication Privacy Act, 18 U.S.C. S2510-2521. The information contained in this email message may be privileged and confidential under Fla. R. Jud. Admin. 2.420, and information is intended only for the use of the individual(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, copying or other use of this communication is strictly prohibited. If you are not an intended recipient, please notify the sender immediately by e-mail or by telephone at _____ or further instructions. Thank you.

NOTICE REGARDING FLORIDA PUBLIC ENTITIES: Depending on its content and the addressee, this message may be subject to the provisions of Sec. 119.07, Florida Statutes (Sunshine Law) which provides for public records to be available for inspection and copying by anyone. This includes emails and email addresses. If you have any questions about this, please consult your own government counsel.

From: Will McFetridge <WMcFetridge@jpfirm.com>
Sent: Monday, August 19, 2024 2:51 PM
To:
Cc: Terry O'Neil <terracewoneil@gmail.com>; Permits <permits@Townofocanbreeze.org>
Subject: RE: Sea Walk PUD Closeout

Good afternoon, Paul. Thanks for the email. We have been discussing your letter internally, and we will be providing a response to the action items designated as open and in need of a response. We also have the date by which the indemnity agreement needs to be extended, and I have requested a copy of that from the Forestar folks. Feel free to send me a copy, if you have one readily available.

Believe me, Forestar is not ignoring your letter, and we will be addressing these items as soon as we can.

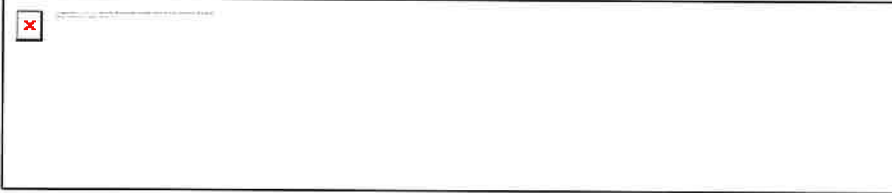


Will McFetridge

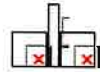
Partner / Board Certified in Construction Law

813-579-4177 Direct | 813-223-7118 Fax

400 N Ashley Drive, Suite 3100, Tampa, FL 33602



www.jpfirm.com | [vCard](#) | [email](#)



The information contained in this transmission may be attorney/client privileged and therefore confidential. This information is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, printing or copy of the communication is strictly prohibited. If you receive this transmission in error, or if you are not the individual or entity named above, the receipt of this transmission is not intended to and does not waive any privilege, attorney/client or otherwise. If you have received this communication in error, please notify us by telephone or e-mail. Thank you.

From: pnicoletti@comcast.net <pnicoletti@comcast.net>

Sent: Monday, August 19, 2024 2:47 PM

To: Will McFetridge <WMcFetridge@jpfirm.com>

Cc: Terry O'Neil <terrancewoneil@gmail.com>; Permits <permits@Townofocceanbreeze.org>

Subject: Re: Sea Walk PUD Closeout

Good Afternoon, Will:

I haven't heard from you since my transmittal letter of July 31, 2024, regarding your clients Forestar & DR Horton.

First, I am wondering if there are any items from my letter which are disputed by your clients? If so, I would appreciate a response detailing the items.

Second, The Indemnity Agreement mentioned in the letter needs to be re-asserted and extended by your clients until August 27, 2026, as requested.

Third, all the other items in my letter which need attention are still open and unresolved. Unless and until these items are resolved, the Town cannot closeout the PUD. Almost 3 weeks has passed since my letter, and I am hopeful you will respond soon.

If you want to discuss any of this, prior to a written response, please feel free to call me. I am available at most times, except for hearings on Tuesday from 10 AM to about Noon, and then again on

Wednesday from 9 AM to about 11 AM, and again from 2 PM until 3 PM. Those are my only scheduled blackout dates and times.

Thank you for your consideration.

Paul J. Nicoletti | Attorney at Law

Board Certified in City County and Local Government Law

Office & Fax:

Voice & Text:

Email:



Commercial email is not a secure mode of communication, and may be accessed by unauthorized persons.
NOTICE TO PRIVATE PERSONS OR ENTITIES: This communication originates from the law firm of Paul J. Nicoletti, Attorney at Law, and is protected under the Electronic Communication Privacy Act, 18 U.S.C. S2510-2521. The information contained in this email message may be privileged and confidential under Fla. R. Jud. Admin. 2.420, and information is intended only for the use of the individual(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, copying or other use of this communication is strictly prohibited. If you are not an intended recipient, please notify the sender immediately by e-mail or by telephone at _____ further instructions. Thank you.

NOTICE REGARDING FLORIDA PUBLIC ENTITIES: Depending on its content and the addressee, this message may be subject to the provisions of Sec. 119.07, Florida Statutes (Sunshine Law) which provides for public records to be available for inspection and copying by anyone. This includes emails and email addresses. If you have any questions about this, please consult your own government counsel.

From: Will McFetridge <WMcFetridge@jpfirm.com>

Sent: Tuesday, July 2, 2024 2:53 PM

To: Gary Simmons <GES@reblawpa.com>

Cc: David Earle <dbe@reblawpa.com>; Paul Nicoletti <_____>; Terry O'Neil

<terrancewoneil@gmail.com>

Subject: RE: Raver/Forestar - Resolving issues w Lot 1

Good afternoon, Gary.

Forestar has been working to get the Final Closeout Book submitted to the Town, which they submitted on Saturday. The Town and its consultants are now reviewing that package. I am still working with Forestar and our consultants on proposed permanent solutions to Ms. Raver's lot, and I am still in the process of ironing that out. Let me see if I can get a definite time table on meeting to discuss.

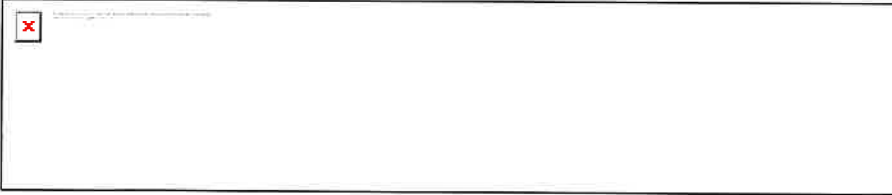


Will McFetridge

Partner | Board Certified in Construction Law

813-579-4177 Direct | 813-223-7118 Fax

400 N Ashley Drive, Suite 3100, Tampa, FL 33602



www.jpfirm.com | [vCard](#) | [email](#)

The information contained in this transmission may be attorney/client privileged and therefore confidential. This information is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, printing or copy of the communication is strictly prohibited. If you receive this transmission in error, or if you are not the individual or entity named above, the receipt of this transmission is not intended to and does not waive any privilege, attorney/client or otherwise. If you have received this communication in error, please notify us by telephone or e-mail. Thank you.

From: Gary Simmons <GES@reblawpa.com>

Sent: Tuesday, July 2, 2024 2:34 PM

To: Will McFetridge <WMcFetridge@jpfirm.com>

Cc: David Earle <dbe@reblawpa.com>; Paul Nicoletti <terrancewoneil@gmail.com>

Terry O'Neil

Subject: Raver/Forestar - Resolving issues w Lot 1

This message originated from outside Johnson, Pope, Bokor, Ruppel, & Burns, LLP

Will,

The Town's July 1st deadline passed and we still have not heard from you. Resolution of these issues requires your client's participation.

Is your engineer ready to meet to discuss possible solutions?

Is there someone else I should contact about this?

Thanks,

Gary E. Simmons, Jr.

Attorney at Law

Ross Earle Bonan Ensor & Carrigan, P.A.

Stuart Office:

819 SW Federal Hwy.

Suite 302

Stuart, FL 34994

Tel. (772) 287-1745

Fax. (772) 287-8045

Email: ges@reblawpa.com



Vero Office:

1701 Highway A1A

Suite 220

Vero Beach, Florida 32963

Tel. (772) 563-9555

Fax. (772) 287-8045

Email: ges@reblawpa.com

NOTICE: The undersigned attorney is a debt collector attempting to collect a debt owed to the Association. Any information obtained will be used for that purpose.

Permits

From: Raynes, Robert <RRaynesJr@gunster.com>
Sent: Wednesday, August 28, 2024 4:36 PM
To:
Cc: Permits; Terry O'Neil (terrancewoneil@gmail.com); Town Clerk
Subject: RE: Permit Applications for Sun Communities

Thank you Paul. I will look into this.

Bob



Robert S. Raynes Jr.
 Shareholder
 800 S.E. Monterey Commons Boulevard, Suite 200
 Stuart, FL 34996
 P 772-288-1980 C 772-285-5287 F 772-288-0610
gunster.com | [View my bio](#)
 Email me: rraynes@gunster.com

From:
Sent: Wednesday, August 28, 2024 4:29 PM
To: Raynes, Robert <RRaynesJr@gunster.com>
Cc: Permits <permits@TownofOceanBreeze.org>; Terry O'Neil (terrancewoneil@gmail.com) <terrancewoneil@gmail.com>; Town Clerk <townclerk@townofOceanBreeze.org>
Subject: Permit Applications for Sun Communities
Importance: High

This email originated from **outside** of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Bob:

Please read the email below which I received this morning from Pam Orr at the Town of Ocean Breeze. I have excerpted this email, but only to make it easier to read.

From: Permits <permits@TownofOceanBreeze.org>
Sent: Wednesday, August 28, 2024 9:55 AM
To:
Cc: Terry O'Neil (terrancewoneil@gmail.com) <terrancewoneil@gmail.com>; Town Clerk <townclerk@townofOceanBreeze.org>
Subject: Ocean Breeze East PUD

Good morning, Paul:

The contractor from Bayview Construction was in this morning and asked about the permits that were submitted [on August 20th]. I told him we were working on them. He wanted to know why they were taking so long. I told him we were waiting on a response from Sun on some infrastructure

issues. Shortly after he left, I received a call from Kevin Teller at Sun Communities, and he reminded me that they are under a deadline for construction under the PUD and that they have units that have already been delivered. He wanted to know what they need to do to have them processed. Please let me know how to proceed.

Thanks,

Pam Orr
Permit Processor
Town of Ocean Breeze
P. O. Box 1025
Jensen Beach, FL 34958
772-807-2557 Cell
772-334-6826 Office

The Town is aware of the new 30 day rule for small building construction permits under HB 267 which amended Sec. 553.792, F.S., and wants to abide by the law, which I have also excerpted below:

553.792 Building permit application to local government.—

(1)(a) A local government must approve, approve with conditions, or deny a building permit application after receipt of a completed and sufficient application within the following timeframes, unless the applicant waives such timeframes in writing:

1. Within 30 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits if the structure is less than 7,500 square feet: residential units, including a single-family residential unit or a single-family residential dwelling, accessory structure, alarm, electrical, irrigation, landscaping, mechanical, plumbing, or roofing.

However, the Town is also aware that construction has occurred in the northern part of the resort community for which there were never any plans or permit applications submitted, or permits issued, or inspections performed. **The dilemma is whether the Town can issue permits to an owner which has not complied with the law regarding permitting.** When asked the question, I told the Town to hold up on the issuance, until I was able to offer some clarity regarding the matter.

At the last meeting with Terry O'Neil, Brad Pinover and you on June 12th, we discussed that the Town could anticipate an "after the fact" permit submittal for construction work in the northern area of the resort. We left it up to Brad to determine what that work was, but at the very least it involved re-grading land, drainage reconstruction, and re-paving work. Construction permits were required as provided in Section 105.1, Florida Building Code (FBC). Sections 114 and 115, FBC, provide that work done without a permit is subject to a "stop work order" issued by the Building Official; and Section 109, FBC, provides for enhanced fees for building permits issued after the fact for work done without permits. We discussed all this in enough detail that Terry and I believed we could expect Permit application to be filed shortly.

In addition, Sections 7-4 and 7-5, Town Code, require permits for any development within the flood plain. In the final analysis, this may be the most serious violation, because if the work performed does

not meet the flood plain ordinances and the state and federal requirements, it may need to be re-done... But, we don't know whether this applies, because no plans were submitted and no permits were issued. Hopefully, you see my point! We really need Sun Communities to get this matter resolved.

As you undoubtedly know, jurisdictions do not issue permits to property owners which are not in compliance with the codes. Hence, the problem.

I continue to believe a simple 3-point compliance stipulation would be effective as a means of creating clarity for everyone.

1. Obtain all necessary after the fact permits for work done in the northern area of the Resort, including the land grading and excavation, the drainage system modifications, and the paving, no later than _____.
2. Agree to completely replace and upgrade the drainage system, potable water and fire flow systems, and sanitary sewer system (if needed) no later than _____. Please note that this work will require a performance bond.
3. Amend the Master Site Plan to accommodate the additional Lot in between Lots 92 and 93 by submitting an application no later than _____.

I'm hoping you can obtain a date from Sun Communities upon which the Town can rely for the resolution of this matter.

With my regards,

Paul J. Nicoletti | Attorney at Law

Board Certified in City County and Local Government Law

Office & Fax:

Voice & Text:

Email:



Commercial email is not a secure mode of communication, and may be accessed by unauthorized persons.

NOTICE TO PRIVATE PERSONS OR ENTITIES: This communication originates from the law firm of Paul J. Nicoletti, Attorney at Law, and is protected under the Electronic Communication Privacy Act, 18 U.S.C. S2510-2521. The information contained in this email message may be privileged and confidential under Fla. R. Jud. Admin. 2.420, and information is intended only for the use of the individual(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination,

distribution, copying or other use of this communication is strictly prohibited. If you are not an intended recipient, please notify the sender immediately by e-mail or by telephone at ' _____ for further instructions. Thank you.

NOTICE REGARDING FLORIDA PUBLIC ENTITIES: Depending on its content and the addressee, this message may be subject to the provisions of Sec. 119.07, Florida Statutes (Sunshine Law) which provides for public records to be available for inspection and copying by anyone. This includes emails and email addresses. If you have an questions about this, please consult your own government counsel.

E.

Memorandum

To: Town Council and Mayor
From: Kim Stanton, Town Clerk
Date: September 9, 2024

Re: Update on November 5, 2024 Town Council Election

As you know, the Mayor and three (3) of six (6) Town Council seats are subject to election on November 5, 2024. Council Members and the Mayor each serve two-year terms.

At the close of this year's qualification period in August, one (1) candidate for Mayor and six (6) candidates for Town Council had submitted their names for consideration.

They are:

FOR MAYOR

Karen M. Ostrand (incumbent)

FOR TOWN COUNCIL

Gail A. Balogna

George Ciaschi

Janet Galante

Sandy Kelley (incumbent)

Gina Kent (incumbent)

Margaret Ann Pugsly

As of the date of this memorandum:

As a result, with one (1) open seat for Mayor and only one (1) candidate, Karen M. Ostrand will remain the Mayor.

With three (3) open seats and six (6) candidates, the Town will hold its' election during the general election on November 5, 2024. The candidates will be listed on your general election ballot. Election returns shall be furnished after the Election at the Canvassing Board Meeting on Saturday, November 16, 2024 at 9:00 am at: Martin County Supervisor of Elections, 135 NE Maartin Luther King, Jr., Blvd., Stuart, Florida. The three top vote getters will be sworn into office on December 9, 2024.

Council selections of a President and Vice President will also occur at the December 9, 2024 regular Town Council meeting.



301 S. Bronough St., Suite 300 • Post Office Box 1757 • Tallahassee, FL 32302-1757
850.222.9684 • Fax: 850.222.3806 • Website: flcities.com

The Town of Ocean Breeze Mayor Karen M. Ostrand has been Appointed to Serve on Florida League of Cities Legislative Policy Committee

*Karen M. Ostrand has been appointed to the Development, Code Compliance and
Redevelopment Committee*

TALLAHASSEE, FL – The **Florida League of Cities**, the united voice for Florida’s municipal governments, announced that Town of Ocean Breeze’s Mayor Karen M. Ostrand was recently appointed to serve on the Florida League of Cities 2024-2025 Development, Code Compliance and Redevelopment Committee, one of the League’s five Legislative Policy Committees.

Legislative Policy Committee chairs, vice chairs and members were appointed by Florida League of Cities **President Michael C. Blake, Mayor of Cocoa.**

As a Legislative Policy Committee member, Karen M. Ostrand will help develop the League’s Legislative Platform, which details priority issues that are most likely to affect daily municipal governance and local decision-making during the upcoming legislative session, as well as help League staff understand the real-world implications of proposed legislation. Committee members are also asked to serve as advocates for local decision-making throughout the legislative process.

A complete list of committee members is attached.

###

Founded in 1922, the Florida League of Cities is the united voice for Florida’s municipal governments. Its goals are to promote local self-government and serve the needs of Florida’s cities, which are formed and governed by their citizens. The League believes in “Local Voices Making Local Choices,” which focuses on the impact citizens and city leaders have in improving Florida’s communities. For more information, visit flcities.com.



2024-2025 Legislative Policy Committee Development, Code Compliance, and Redevelopment

Staffed by: David Cruz, Legislative Counsel

Chair:

The Honorable Dorothea Taylor Bogert

Mayor, City of Auburndale
dtbogertcoa@gmail.com

Vice Chair:

The Honorable Morris West

Vice Mayor, City of Haines City
mwest@hainescity.com

Members:

Manny Anon Jr.

City Attorney, City of Melbourne
manny.anon@mlbfl.org

The Honorable Antonio Arserio

Commissioner, City of Margate
aarserio@margatefl.com

Lana Beck

Communications and Govt Relations
Administrator, City of Pinellas Park
lbeck@pinellas-park.com

The Honorable Ray Beliveau

Councilman, City of Seminole
rbeliveau@myseminole.com

The Honorable Liston Bochette III

Councilmember, City of Fort Myers
lbochette@cityftmyers.com

The Honorable Samson Borgelin

Mayor, City of North Lauderdale
sborgelin@nlauderdale.org

Michael Bornstein

Village Manager, Village of Palm
Springs
mbornstein@vpsfl.org

Jeff Burton

Executive Director, CRA/Economic
Development, City of Bradenton
Jeff.Burton@BradentonFL.gov

Patrick Callahan

Community Development Director,
City of Satellite Beach
pcallahan@satellitebeach.gov

The Honorable Traci Callari

Commissioner, City of Hollywood
tcallari@hollywoodfl.org

Leondrae D. Camel

City Manager, City of South Bay
camell@southbaycity.com

The Honorable Jolien Caraballo

Vice Mayor, City of Port St. Lucie
Jolien.Caraballo@cityofpsl.com

The Honorable Theresa Carli Pontieri

Council Member, City of Palm Coast
tcarlipontieri@palmcoastgov.com

The Honorable Joy Carter

Commissioner, City of Coral Springs
JoyCarter@coralsprings.gov

The Honorable Melissa Castro

Commissioner, City of Coral Gables
mcastro@coralgables.com

Pamela Cichon

City Attorney, City of Temple Terrace
PCichon@templeterrace.gov

The Honorable Jeremy Clark

Vice Mayor, City of Davenport
jclark@mydavenport.org

The Honorable Gary Coffin

Commissioner, Town of Longboat Key
gcoffin@longboatkey.org

Nick Colonna

Community Development
Administrator, City of Pinellas Park
ncolonna@pinellas-park.com

The Honorable Bradley T. Dantzler

Commissioner, City of Winter Haven
bdantzler@mywinterhaven.com

The Honorable Dennis Dawson

Councilmember, City of Mount Dora
Dawsond@cityofmounddora.com

The Honorable Jack Dearmin

Commissioner, City of Lake Alfred
jdearmin@mylakealfred.com

The Honorable Alison Dennington

Mayor, Town of Melbourne Beach
adennington@melbournebeachfl.org

The Honorable Susy Díaz

Council Member, City of Greenacres
sdiaz@greenacresfl.gov

The Honorable Ed E. Dodd

Mayor, City of Sebastian
cdodd@cityofsebastian.org

The Honorable Debbie Dolbow

Councilwoman, City of Edgewater
ddolbow@cityofedgewater.org

Pamela Durrance

City Manager, City of Bowling Green
citymanager@bowlinggreenflorida.org

Krista Ellingson

Code Compliance Manager, City of
Satellite Beach
kellingson@satellitebeach.org

The Honorable Alex Fernandez

Commissioner, City of Miami Beach
alex@miamibeachfl.gov

The Honorable Josh Fuller

Mayor, Town of Bay Harbor Islands
jfuller@fullerlawyers.com

Jay Hubsch

Community Development Director,
Village of Tequesta
jhubsch@tequesta.org

The Honorable Linda Hudson

Mayor, City of Fort Pierce
lhudson@cityoffortpierce.com

The Honorable Terry Hutchison

Vice Mayor, City of Naples
thutchison@naplesgov.com

Heather Ireland

Director, Planning and Development,
City of Jacksonville Beach
hireland@jaxbchfl.net

The Honorable Dan Janson

Councilman, City of Jacksonville Beach
djanson@jaxbchfl.net

The Honorable Michael Jarman

Vice Mayor, City of Panama City Beach
michael.jarman@pcbfl.gov

**The Honorable Rahman K. Johnson,
Ph.D**

Councilmember, City of Jacksonville
Rahman@coj.net

The Honorable Debra Jones

Councilmember, City of Williston
Debra.Jones@WillistonFL.org

The Honorable N'Kosi Jones
Mayor, City of Bowling Green
Commissioner2@bowlinggreenflorida.org

The Honorable Barbara King
Commissioner, City of South Bay
kingb@southbaycity.com

The Honorable Greg Langowski
Vice Mayor, City of Westlake
zburgess@westlakegov.com

The Honorable William Laurie
Commissioner, City of Crescent City
wlaurie@crescentcity-fl.com

Kelly Layman
Legislative & External Relations, Town
of Jupiter Island
externalrelations@tji.martin.fl.us

Max Lohman
City Attorney, City of Palm Beach
Gardens
max@lohmanlawgroup.com

The Honorable Karen Lythgoe
Mayor, Town of Lantana
klythgoe@lantanta.org

The Honorable Kelli Marks
Council Member, City of Orange City
kmarks@orangecityfl.gov

The Honorable Michael McComas
Councilman, City of Everglades City
mmccomas@cityofeverglades.org

The Honorable Debbie McDowell
Commissioner, City of North Port
dmcdowell@cityofnorthport.com

The Honorable Matthew McMillan
Mayor, City of Longwood
mmcmillan@longwoodfl.org

The Honorable Joseph McMullen
Commissioner, Town of Oakland
jmcmullen@oaklandfl.gov

The Honorable Everett McPherson
Commissioner, City of Pahokee
emcpherson@cityofpahokee.com

The Honorable Michael Miller
Vice Mayor, City of Sanibel
mike.miller@mysanibel.com

The Honorable Janice D. Mortimer
Commissioner, City of Starke
jmortimer@cityofstarke.org

The Honorable Fran Nachlas
Council Member, City of Boca Raton
fnachlas@ci.boca-raton.fl.us

The Honorable Karen M. Ostrand
Mayor, Town of Ocean Breeze
mayor@townofoceanbreeze.org

The Honorable John Penny
Vice Mayor, City of Holly Hill
jpenny@hollyhillfl.org

The Honorable Karen Rafferty
Vice Mayor, City of Belleair Bluffs
krafferty@belleairbluffs-fl.gov

The Honorable Chelsea Reed
Mayor, City of Palm Beach Gardens
creed@pbgfl.com

The Honorable Thomas Reid
Commissioner, City of South Pasadena
treid@mysouthpasadena.com

The Honorable Betty Resch
Mayor, City of Lake Worth Beach
bresch@LakeWorthBeachfl.gov

The Honorable Marie Rosner
Commissioner, Town of Jupiter Inlet
Colony
rosnerm@jupiterinletcolony.org

The Honorable Dylan Rumrell
Mayor, City of St. Augustine Beach
comdrumrell@cityofsab.org

The Honorable Daniel Saracki
Mayor, City of Oldsmar
dsaracki@myoldsmar.com

The Honorable William Schaetzle
Councilman, City of Niceville
wschaetzle@nicevillefl.gov

Brian Sherman
City Attorney, Goren, Cherof, Doody, &
Ezrol
bsherman@gorencherof.com

Shari Simmans
Economic Development,
Communications, Govt Affairs Director,
City of DeBary
ssimmans@debary.org

The Honorable Jordan Smith
Commissioner, City of Lake Mary
jsmith@lakemaryfl.com

The Honorable Bill Steinke
Councilmember, City of Cape Coral
bsteinke@capecoral.gov

The Honorable Sarah Stoeckel
Councilmember, City of Titusville
sarah.stoeckel@titusville.com

The Honorable Larisa Svechin
Mayor, City of Sunny Isles Beach
larisasvechin@gmail.com

The Honorable Christa Tanner
Vice Mayor, City of Brooksville
ctanner@cityofbrooksville.us

The Honorable Judith Thomas
Commissioner, Town of Lake Park
jthomas@lakeparkflorida.gov

The Honorable Hugo Vargas
Clerk-Commissioner, City of LaBelle
Hugovargas@citylabelle.com

Steven Weathers
Director, Economic Development, City
of Fort Myers
sweathers@cityftmyers.com

The Honorable Jiana Williams
Mayor, Town of Micanopy
JWilliams@micanopytown.com

The Honorable Evelyn Wilson
Mayor, City of Groveland
evelyn.wilson@groveland-fl.gov

The Honorable Janet Wilson
Vice Mayor, City of Indian Rocks Beach
jwilson@irbcity.com

The Honorable Normita Woodard
Mayor Pro-Tem, City of Dade City
nwoodard@dadecityfl.com



301 S. Bronough St., Suite 300 • Post Office Box 1757 • Tallahassee, FL 32302-1757
 850.222.9684 • Fax: 850.222.3806 • Website: flicities.com

The Town of Ocean Breeze Town Council Vice-President Kevin Docherty has been Appointed to Serve on Florida League of Cities Legislative Policy Committee

Kevin Docherty has been appointed to the Finance and Taxation Committee

TALLAHASSEE, FL – The **Florida League of Cities**, the united voice for Florida’s municipal governments, announced that Town of Ocean Breeze’s Town Council Vice-President Kevin Docherty was recently appointed to serve on the Florida League of Cities 2024-2025 Finance and Taxation Committee, one of the League’s five Legislative Policy Committees.

Legislative Policy Committee chairs, vice chairs and members were appointed by Florida League of Cities **President Michael C. Blake, Mayor of Cocoa.**

As a Legislative Policy Committee member, Kevin Docherty will help develop the League’s Legislative Platform, which details priority issues that are most likely to affect daily municipal governance and local decision-making during the upcoming legislative session, as well as help League staff understand the real-world implications of proposed legislation. Committee members are also asked to serve as advocates for local decision-making throughout the legislative process.

A complete list of committee members is attached.

###

Founded in 1922, the Florida League of Cities is the united voice for Florida’s municipal governments. Its goals are to promote local self-government and serve the needs of Florida’s cities, which are formed and governed by their citizens. The League believes in “Local Voices Making Local Choices,” which focuses on the impact citizens and city leaders have in improving Florida’s communities. For more information, visit flicities.com.



2024-2025 Legislative Policy Committee Finance and Taxation

Staffed by: Charles Chapman, Legislative Consultant

Chair:

The Honorable Robert F. Stuart
Commissioner, City of Orlando
Robert.stuart@orlando.gov

Vice Chair:

The Honorable Molly Young
Mayor, Village of Tequesta
myoung@tequesta.org

Members:

The Honorable Diana Adams
Deputy Mayor, City of West Melbourne
dadams@westmelbourne.gov

Molly Alleger
Assistant to the City Manager, City of
Jacksonville Beach
malleger@jaxbchfl.net

The Honorable Erik Arroyo
Commissioner, City of Sarasota
erik.arroyo@sarasotafl.gov

The Honorable Joseph Barkley, III
Commissioner, City of Belleair Bluffs
jabarkleyiii@gmail.com

The Honorable Thom Barnhorn
Councilor, City of Seminole
tbarnhorn@myseminole.com

The Honorable Anthony Bonna
Councilman, City of Port St. Lucie
anthony.bonna@cityofpsl.com

The Honorable Thomas Bronson
Council Member, City of Brooksville
tbronson@cityofbrooksville.us

Brian Bulthuis

City Manager, City of Clermont
bulthuis@clermontfl.org

Jimmy Crosby

Chief Administrative Officer, City of
Starke
jcrosby@cityofstarke.org

The Honorable Kevin Docherty

Council Member, Town of Ocean
Breeze
kdocherty@townofoceanbreeze.org

The Honorable Brent Eden

Commissioner, City of Lake Alfred
beden@mylakealfred.com

The Honorable Ariel Fernandez

Commissioner, City of Coral Gables
ariel@coralgables.com

The Honorable Judith Goldberg

Commissioner, Town of Highland
Beach
jgoldberg@highlandbeach.us

The Honorable Michael Gonzalez

Council Member, City of Clermont
MGonzalez@Clermontfl.org

Lori Houghton

Finance Director, City of Tavares
lhoughton@tavares.org

Patricia Jackson

City Manager, City of Polk City
patricia.jackson@mypolkcity.org

The Honorable Chris Johnson

Commissioner, City of Largo
chrisjohnson@piperfire.com

The Honorable Anita Kane
Mayor, Town of
Loxahatcheegroves.gov
akane@loxahatcheegroves.gov

David Keller
Special Projects Administrator, City of
Hollywood
dkeller@hollywoodfl.org

The Honorable Joe Kyles
Mayor, City of South Bay
sbcityclerk@southbaycity.com

The Honorable Joe LaCascia
Mayor, City of Polk City
joe.lacascia@mypolkcity.org
The Honorable Barbara Langdon
Commissioner, City of North Port
blangdon@cityofnorthport.com

Joseph F. Lo Bello
Town Manager, Town of Lake Clarke
Shores
jlobello@lakeclarke.org

The Honorable Lisa Mallozzi
Commissioner, City of Cooper City
lmallozzi@coopercity.gov

David Margolis
City Attorney, City of Clearwater
David.Margolis@MyClearwater.com

The Honorable Kevin McCann
Mayor, City of Winter Springs
KMcCann@winterspringsfl.org

The Honorable Tradrick McCoy
Council Member, City of Riviera Beach
tmccoy@rivierabeach.org

The Honorable Roger Michaud
Mayor, Town of Lake Park
rmichaud@lakeparkflorida.gov

The Honorable Maria Mitchell
Mayor, City of Miami Springs
gonzaleze@miamisprings-fl.gov

Stephen Okiye
Finance Director, City of Port St. Lucie
sokiyec@cityofpsl.com

Leslie Porter
City Manager, City of Dade City
lporter@dadecityfl.com

The Honorable Edward (Ed) R. Potts
Vice-Mayor, City of Alachua
epotts@cityofalachua.com

The Honorable Orlando Puyol
Councilmember, Village of North Palm
Beach
opuyol@village-npb.org

The Honorable Mike Radzik
Council Member, City of Groveland
Mike.Radzik@groveland-fl.gov

The Honorable Gary Ready
Councilmember, Village of Palm
Springs
gready@vpsboards.com

Carmen Rosamonda
City Manager, City of DeBary
crosamonda@debary.org

Suzanne Sherman
City Manager, City of Palm Bay
suzanne.sherman@palmbayflorida.org

The Honorable Megan Sladek
Mayor, City of Oviedo
msladek@cityofoviedo.net

The Honorable Vernel Smith
Commissioner, City of Haines City
vernel.smith@hainescity.com

The Honorable Fortuna Smukler
Commissioner, City of North Miami
Beach
Fortuna.Smukler@CityNMB.com

Rebecca Spuhler
Finance Director, City of Largo
rspuhler@largo.com

The Honorable Johnny W. Streets
Councilmember, City of Fort Myers
jstreets@cityftmyers.com

Kelly Strickland
Finance Director, City of Sarasota
Kelly.Strickland@Sarasotafl.gov

Debra Sullivan
City Administrator, City of Belleair
Bluffs
dsullivan@belleairbluffs-fl.gov

The Honorable Brynn Summerlin
Mayor, City of Davenport
bsummerlin@mydavenport.org

Christine Tenney
Director of Financial Services, City of
Fort Myers
ctenney@cityftmyers.com

Andrew Thompson
Chief Financial Officer, City of Oakland
Park
andrewt@oaklandparkfl.gov

Ann Toney-Deal
City Manager, City of Seminole
atoneydeal@myseminole.com

Nicholas Walsh
Comptroller, City of Satellite Beach
nwalsh@satellitebeach.gov

The Honorable Kathy Washington
Councilwoman, Town of Welaka
kWASHINGTON@welaka-fl.gov

The Honorable Judy Wertz Strickland
Councilmember, City of Arcadia
jwertzstrickland@arcadia-fl.gov

The Honorable Robert Yaffe
Council Member, Town of Bay Harbor
Islands
ryaffe@bayharborislands-fl.gov

The Honorable Brian Yates
Mayor Pro Tem, City of Winter Haven
byates@mywinterhaven.com

H.

Permits

From: Terrance O'Neil <terrancewoneil@gmail.com>
Sent: Wednesday, September 4, 2024 11:57 AM
To:
Cc: Permits; Town Clerk
Subject: Re: OBJ update

Yes, the agenda hasn't gone to press yet. I'll ask Kim and Pam if this email can be added to the blue sheet. When you get the agenda package, you'll see there are a variety of items in the blue sheet that you may want to speak about.

Kim,
If we can add this item, let's title it: recent correspondence from Sun communities re regarding outstanding code compliance issues.

Sent from my iPhone

On Sep 4, 2024, at 11:04 AM, pnicoletti@comcast.net wrote:

Terry: I'm thinking we should update the Town Council at Monday's meeting... Your thoughts? Paul

From: Brad Pinover <BPinover@suncommunities.com>
Sent: Tuesday, September 3, 2024 7:11 PM
To: <terrancewoneil@gmail.com>
Cc: rraynesjr@gunster.com <RRaynesJr@gunster.com>; Dawn Roller <droller@suncommunities.com>
Subject: OBJ update

Paul/Terry –

Update on current status of the items we discussed in our July 16, 2024 meeting.

Determination of work potentially completed without a permit.

1. Roadways within the infill area may have been overlaid or reconfigured.- Captec Engineering was on site reviewing the roads this past Friday August 30th. Once they have compiled their findings we will review and determine if any additional work was done to the roads or if the roads were modified. If so we will discuss with the town of Ocean Breeze the extent of the work and path forward to after the fact permitting if needed.
2. Regrading of the infill property. – Captec Engineering was on site reviewing the grading around the newly constructed home sites to see if any drainage patterns were changed or if

they were graded detrimentally to the overall community drainage. Upon compiling of their findings, we will review and determine if any other work is necessary to address drainage concerns as it relates to redevelopment of the lots within the infill area.

3. Connections of the sewer and water lines. – we checked into this and all connections to existing sewer and water were constructed by a licensed plumber, inspected, signed off and approved. Additionally when we TV'd the sewer lines for a condition assessment, the video did not indicate issues with the connections.

Water and sewer infrastructure for the infill. - Captec is wrapping up the phasing of the water plan. This will be submitted to FDEP for approval and first phase put out to bid. Once we have pricing Sun will request appropriation of capital. The Sewer system has been evaluated and is in good shape. There are a couple areas that need to be addressed and Captec to quantity and modify plans. Storm drainage needs are being evaluated based on site inspections.

Project is moving forward – will have further updates upon receipt of reports from Captec.

Brad Pinover
SVP Construction Services
Sun Communities, Inc.
27777 Franklin Road Suite 300
Southfield, MI 48034
248-327-8109 office
813-503-6323 mobile
bpinover@suncommunities.com



SUN COMMUNITIES, INC.

COMMITMENT * INTENSITY * EMPOWERMENT * ACCOUNTABILITY * CUSTOMER SERVICE