

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

Tuesday, November 12, 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 –**
 - Regular Town Council Meeting, Monday, August 12, 2024
 - Regular Town Council Meeting, Monday, September 9, 2024
 - Regular Town Council Meeting, Monday, October 14, 2024
 - Tentative Budget and Proposed Millage Rate Hearing, Wednesday, September 11, 2024
 - Final Budget and Millage Rate Hearing, Wednesday, September 25, 2024
(Motion, second, public comment, all in favor)
- 3. RESOLUTION NO. 356-2024 – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF OCEAN BREEZE, FLORIDA, RATIFYING THE MAYOR’S APPROVAL OF A CONTRACT WITH GIANGRANDE ENGINEERING & PLANNING (GEP) OF STUART, FLORIDA; THEREBY PIGGYBACKING ON GEP’S EXISTING CONTRACT FOR SERVICES WITH THE CITY OF STUART, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**
(Motion, second, public comment, roll call)
- 4. Comments from the public on topics not on the agenda**
PLEASE LIMIT COMMENTS TO 3 – 5 MINUTES
- 5. Comments from the Council on topics not on the agenda**
- 6. Comments from the Town Attorney, Gemma Torcivia**
- 7. Comments from Town Management Consultant Terry O’Neil**
- 8. Comments from Mayor Ostrand**
- 9. Announcements –** Regular Town Council Meeting, Monday, December 9, 2024, at 10:30 am
to be held at Ocean Breeze Resort Clubhouse, Pineapple Bay Room, 700 NE Seabreeze Way, Ocean Breeze.
- 10. Adjourn**
(Motion, second, all in favor)

2.

TOWN OF OCEAN BREEZE
MINUTES REGULAR TOWN COUNCIL MEETING
Monday, August 12, 2024, 10:30AM
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 10:30 a.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, Matthew Squires, and Michael Heller
- Staff Present – Town Management Consultant, Terry O’Neil; Attorney, Paul Nicoletti, Permit Processor, Pam Orr; Absent – Town Clerk, Kim Stanton

2. Approval of Minutes – Vice President Docherty, seconded by Council Member Kent, made a motion to approve the minutes of the Regular Meeting, Monday, July 8, 2024.

President Kelley asked for comments from the public.

There were none.

All in favor: Yes: Kent, Kelley, Docherty, Heller, Squires; No: None; motion passed 5-0.

3. Review of Board and Agency Memberships – Mr. O’Neil reviewed the positions that needed representation.

Vice President Docherty commented that he would have to pass on taking on any additional committees.

President Kelley volunteered for #12, Martin County/Jensen Beach Community Redevelopment Area (CRA) and Neighborhood Advisory Committee (NAC).

Vice President Docherty, seconded by Council Member Kent, made a motion to appoint President Kelley to the Martin County/Jensen Beach Community Redevelopment Area (CRA) and Neighborhood Advisory Committee (NAC).

All in favor: Yes: Kent, Kelley, Docherty, Heller, Squires; No: None; motion passed 5-0.

4. Comments from the public on topics not on the Agenda – Janet Galante, 431 Intercoastal Drive, Ocean Breeze, asked for an update on her request for the Council to investigate the possibility of installing crosswalks in downtown Jensen Beach.

Mr. O’Neil answered that having a representative on the NAC would be effective and that he would follow-up with the County engineering department regarding possible installation of a crosswalk in downtown Jensen Beach. He added that some time ago the Council corresponded with the County regarding the traffic pattern on West End Boulevard and stated that he would follow up with them. He asked Mrs. Galante to reiterate her concerns.

Mrs. Galante stated that there was a near fatal accident in front of “Jan’s Diner” this past weekend and that she would like to see a crosswalk installed in the middle of downtown Jensen Beach.

Mr. O’Neil informed Mrs. Galante that Jensen Beach Blvd. was a Martin County Road, and that he would follow-up with them.

Vice President Docherty informed the Mayor and the Council that the Town was in the process of refurbishing the three crosswalks on Indian River Drive, and the possibility of adding “25 mph” signage on the road to slow down the traffic. He added that the Town was waiting for a bid.

Mr. O’Neil remarked that Sunshine Land Design was the firm that worked on the crosswalks during the original Indian River Drive project. He explained that there was a continuing services contract with Martin County which would allow the Town to piggyback on their contract without having to go through a long elaborate bidding process.

Council Member Kent stated that she believed that some of the residents of Seawalk were confused about the close-out process, especially regarding what was covered by their warranty and what was not. She added that some of the residents of Seawalk did not know who was serving as the new President of the HOA.

Mr. O’Neil directed the Mayor and the Town Council to the blue sheet item, which was a response to the developers’ inadequate compliance submittal prepared by Attorney Nicoletti. He further explained the close-out procedures.

Mr. O’Neil gave an update on hiring a Town attorney.

Mr. O’Neil informed the Mayor and the Town Council that staff would gather some information regarding Seawalk warranty issues versus code compliance. He spoke about the Town hiring Wojcieszak Engineering to address the air-conditioning concerns and hiring Michael Flaugh, Landscape Architect, to address the landscaping concerns. He stated that if there was a warranty issue, it would be a private matter and that those individuals would need to seek representation.

Ann Kagdis, 111 NE Bay Drive, spoke about the upcoming NAC meeting to be held on September 4, 2024. She invited all residents to attend and get involved.

Mayor Ostrand stated that she had been working with the County regarding the issues with West End Boulevard for eight years.

Janet Galante remarked that the local election was coming up and encouraged residents to make their voice heard.

5. Comments from the Council on topics not on the Agenda – President Kelley asked about Item D in the blue page documents.

Mr. O’Neil discussed some recent interest in the Plaza and the development regulations for the property, which was zoned for business. He explained the parking analysis requirement for the plaza and the possibility that the item may come before the Council for approval. He spoke about the deficient stormwater and exfiltration system in the plaza.

President Kelley asked about Item B in the blue page documents, the County’s response to the possibility of a left turn onto Skyline Drive from Ocean Breeze Plaza.

Mr. O’Neil advised that, according to Martin County, a permit would be required to make a left turn onto Skyline Drive from Ocean Breeze Plaza.

President Kelley stated that she did not believe anyone would be opposed to such a turn.

Pam Orr, Permit Processor, spoke about the South Street residents who had previously opposed the turn.

Council Member Kent asked about where the new fast-food restaurant might be built.

Mr. O'Neil explained where the proposed restaurant would be built in relation to the current configuration.

6. Comments from Town Management Consultant, Terry O'Neil – There were none.

7. Comments from Mayor Ostrand – Mayor Ostrand recommended Attorney Gemma Torcivia to serve as the new Town attorney. She introduced Attorney Torcivia and asked the Town Council for questions.

Attorney Torcivia gave a brief background of her experience and stated that she would answer questions.

She took questions from the Council, Mr. O'Neil and the audience regarding her government law experience, problem solving skills, the Town of Ocean Breeze's upcoming projects, importance of sovereign municipal government, monies available via grants, coordination of the close-out for Seawalk and Ocean Breeze Resort, and possible hand-off, litigation, references, networking/collaborative skills and her dealings with DR Horton.

Mr. O'Neil provided information regarding the Seawalk bond to Liz Reese, resident of Ocean Breeze.

8. Announcements – The following meetings will be held at the Ocean Breeze Resort Clubhouse, Pineapple Bay Room, 700 NE Seabreeze Way, Ocean Breeze:

- Monday, September 9, 2024, at 10:30 am - Regular Town Council Meeting
- Wednesday, September 11, 2024, at 6:00 pm – Public Hearing for Setting of Tentative Millage Rate and Budget for FY 2024/2025
- Wednesday, September 25, 2024, at 6:00 pm – Public Hearing for 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)~~
- Monday, November 12, 2024: 10:30 am
- Monday, December 9, 2024: 10:30 am

9. Adjourn – Vice President Docherty, seconded by Council Member Heller, made a motion to adjourn the meeting at 11:40 am.

Respectfully Submitted,

Kim Stanton

Town Clerk

Minutes approved: _____

TOWN OF OCEAN BREEZE
MINUTES REGULAR TOWN COUNCIL MEETING
Monday, September 9, 2024, 10:30AM
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 10:30 a.m.

- President Kelley recognized Officer Adams of the Martin County Sheriff's Department.
- 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, Matthew Squires, and Michael Heller
- Staff Present – Town Management Consultant, Terry O'Neil; Attorney, Paul Nicoletti, Attorney Gemma Torcivia; Permit Processor, Pam Orr; and Town Clerk, Kim Stanton

President Kelley recognized Michael Glynn, Environmental Studies Center, and thanked him for providing coffee and donuts. She spoke about the Town's collaboration with the Environmental Studies Center to remove invasion plants along Indian River Drive.

Mr. Glynn thanked the Town and the community for their support.

2. Approval of Minutes – Vice President Docherty, seconded by Council Member Kent, made a motion to approve the minutes of the Special Meeting and Budget Workshop, Setting of Tentative Millage Rate dated July 24, 2024.

President Kelley asked for comments from the public.

There were none.

All in favor: Yes: Kent, Kelley, Docherty, Heller, Squires; No: None; motion passed 5-0.

3. Proclamation – Declaring “Hunger Action Month” in Ocean Breeze, Florida – Mayor Ostrand read the Proclamation into the record.

President Kelley asked for a Motion to approve the Proclamation.

Council Member Docherty, seconded by Council Member Kent, made a motion to approve the Proclamation declaring “Hunger Action Month” in Ocean Breeze, Florida.

President Kelley asked for public comment.

There were none.

All in favor: Yes: Kent, Kelley, Docherty, Heller, Squires; No: None; motion passed 5-0.

Mayor Ostrand invited Gary Porter, Director of Community Relations, Treasure Coast Food Bank, to speak.

Mr. Porter addressed the Mayor and the Council regarding the Treasure Coast Food Bank's efforts to raise awareness and the need to end hunger along the Treasure Coast.

4. Request for Approval of Contract with Gemma Torcivia to Serve as Town Attorney – Mayor Ostrand recommended Gemma Torcivia to serve as the Town Attorney and asked the Town Council to approve her contract.

Council Member Heller asked about Item #3 in the contract. He stated that Item #3 was regarding a three percent annual increase in rate of pay annually over the next three years and thereafter, Attorney Torcivia, would have to request an increase every year thereafter. He asked if the contract could be modified to provide for an automatic annual increase for as long as the contract was in effect. He stated that he did not believe that the Town attorney should have to ask for an annual increase of three percent each year. He added that if there were an issue with her performance, then the increase could be discussed.

Mr. O'Neil stated that a motion should be made to make that change.

Council Member Heller, seconded by Council Member Docherty, made a motion to remove the cap.

President Kelley asked for public comment regarding the revisions to Attorney Torcivia's contract.

Discussion ensued regarding the details of the contract.

Attorney Nicoletti stated that the contract was easily modified to read "the Firm's fee rates shall be increased by 3% annually each October 1st" and he clarified that was October 1st, 2025 "subject to approval by the Town during the annual budget review process." He added that if the Town wanted to negotiate then that could be considered, and that the change would include the attorneys and the paralegals. He commented that the contract would say "fee rates for attorneys and paralegals." He said that the contract could be modified if it were approved.

President Kelley answered "yes."

Council Member Heller, seconded by Council Member Docherty, stated that his motion reflected the changes discussed by Attorney Nicoletti.

Roll Call Vote: Yes: Kelley, Squires, Kent, Heller, Docherty; No: None; motion passed 5-0.

Attorney Gemma Torcivia introduced herself and briefly addressed the Council.

Council Member Heller, seconded by Council Member Docherty, made a motion to approve the contract with the revisions.

President Kelley asked for public comments.

There were none.

Roll Call Vote: Yes: Heller, Docherty, Squires, Kent, Kelley; No: None; motion passed 5-0.

Attorney Nicoletti swore-in Attorney Torcivia.

5. Comments from the public on topics not on the Agenda – Melissa Heller, Seawalk resident, thanked the Mayor, Town Council and staff for the continued assistance and support during closeout.

Matthew Biondolillo, 2680 NE Breezeway Circle, Seawalk, Ocean Breeze, stated that the closeout list was updated recently and asked what tab number on the closeout included certification of sub-slab preparation including soil compaction?

Attorney Nicoletti answered that he did not have the matrix in front of him but that he would investigate it, and he would email Mr. Biondolillo directly.

Mr. Biondolillo spoke about sub slab preparation and soil compaction testing. He added that he was requesting that the Town take a hard look at soil compaction requirements in comparison to soil compaction test results on lot 24. He spoke about the off-ridge vents and asked if he could gain an understanding of whether vertical construction would be included as part of the closeout?

Attorney Nicoletti answered that he believed that Mr. Biondolillo had seen Mr. O'Neil's memo from 2023 to the Mayor and Town Council referencing closeout and vertical construction that was not part of the infrastructure covered by the bond. He commented that the same was true regarding sub soil compaction. He stated that he did not know if there was a specific matrix tab that dealt with that issue but that he would be happy to look at it and find out.

Mr. Biondolillo answered that he had a copy of the matrix and asked who created the closeout list.

Attorney Nicoletti answered that the closeout list was originally created by Mr. O'Neil, and at the beginning of the year, he rewrote it to simplify and clarify the list so that Forestar had a clear understanding of what was required.

Mr. Biondolillo commented that tab twenty-nine (29) stated that "claims that the allegation of the off-ridge vents was not properly installed" and that under the status, it stated that it was cleared by the Town Building Official.

Attorney Nicoletti stated that was correct.

Mr. Biondolillo stated that this was not his first time before the Council and that he was expressing his deepest concern over lot 24, as well as the remainder of the lots in the development, that modification of the off-ridge vents was not performed in accordance with applicable Florida Statutes and Florida Building Code.

President Kelley asked if lot 24 was his lot?

Mr. Biondolillo answered "yes."

Discussion ensued regarding Florida Statutes, Florida Building Code, modification of products, and manufacturers' instructions.

Mr. O'Neil stated that Mr. Nicolosi, a seasoned Building Official, had been very clear and had written several times. He commented that there was not much more to which the Town could respond. Mr. O'Neil continued that the Building Official was licensed by the State and that the Town did not substitute its' opinion for those of the licensed Building Official, Mr. Nicolosi.

Mr. Biondolillo asked about making an appeal or petition.

Attorney Nicoletti answered that the Town did not have a building board of appeals and that this was not covered by the Martin County's because there was no interlocal agreement. He commented that any action Mr. Biondolillo would want to take, would need to go through the State of Florida and to do that, he believed Mr. Biondolillo would need to hire an attorney.

Mr. Biondolillo stated that he did not think that he would, but that he would investigate.

Attorney Nicoletti told Mr. Biondolillo to think in terms of warranty work and that if he needed to hire an attorney to file a lawsuit against the contractor, DR Horton...he did not believe that the Town would object or try to intervene.

Mr. Biondolillo stated that he was significantly affected based on a decision made by the local Building Official. He added that he would move forward with an appeal and petition at the State level soon. He asked if this was supposed to be on the closeout list because he was informed for over a year that it shouldn't be there and then it suddenly showed up.

Attorney Nicoletti stated that he believed it was on the closeout list and was removed because it had been addressed / resolved by the Building Official. He commented that this was a question that was on the early matrix for Forestar or DR Horton to resolve, but then the Building Official did answer the question, so it was removed.

Mr. Biondolillo asked if it was removed from the closeout list, or if it was completed?

Attorney Nicoletti answered that there were several citizen concerns that were clearly addressed, and once they had been addressed, they were removed off the list because they did not have anything to do with infrastructure, or to do with the closeout of the PUD per se.

Mr. Biondolillo spoke regarding the closeout list date, tab #29, HVAC, the errors and omissions from Mr. Wojcieszak's report and certain communications in the agenda packet.

President Kelley stated that in some cases, the information must be summarized.

Mr. O'Neil clarified that at the last Town Council meeting, Council Member Kent mentioned the issue of the difference between the Town's obligations under the code, and those items that would fall under warranty. He added that the material that was put into the packets was not intended to be a complete summary of all the correspondence, but that staff had simply searched for instances in which those items were discussed – warranty work versus Town code. He stated that this was intended to be responsive to Council Member Kent's inquiry about the difference between warranty work and building code issues.

Mr. Biondolillo spoke about Florida Building Code requirements and/or Florida Statutes and warranty issues. He stated that a huge burden was being placed on his family.

Mr. O'Neil advised President Kelley that the Town's current and prior legal counsel and Building Official have gone to great lengths to not overrepresent what the Town was able to do under the Town's code provisions and in doing that, have spoken at great length about warranty, as did Mr. Wojcieszak (indecipherable). He stated that the professionals told the Town that there was a difference, and that the Town had displayed an aggressive attitude to investigate the issues and hired Mr. Wojcieszak, among other professionals, to assist the Town. He added that the Town had attempted to articulate that warranty issues did exist.

President Kelley commented that as a homeowner in Seawalk she had to understand the difference between warranty work which was the responsibility of the developer; and that there was a distinction.

Discussion ensued regarding warranty issues and work performed in accordance with Florida Statutes.

President Kelley asked for further comments from the public. George Ciaschi, 261 NE Coastal Drive, Ocean Breeze Resort, Ocean Breeze, asked about the Planned Unit Development and what was remaining for the Ocean Breeze Resort area and the Seawalk Development.

Mr. O'Neil answered that both PUD documents were on the Town's website and added that if Mr. Ciaschi had further questions, he would meet with him at the Town office.

Mr. Ciaschi thanked the Council for reducing the millage rate from 5.1 down to a potential 0.8. He asked about the rate being paid by Seawalk versus the other areas in the Town.

Mr. O'Neil answered that the millage rate, by law, had to be the same for all properties. He added that the discrepancy occurs from the way the State prescribes the method the Property Appraiser appraised the property. He commented that the Town had been exploring ways to equalize by initiating a utility tax and that there would be further discussion. He commented that the property at the Resort was appraised as a business, not as individual parcels.

Mr. Ciaschi asked about parking issues within the Town. He asked about ways to get county, state, or federal funding to purchase the upper portion of the parking lot in the plaza and install a two-story parking garage.

Mr. O'Neil stated that the County's Community Redevelopment Area (CRA) was situated to perform such tasks through tax increment financing and that there was a master plan for the downtown Jensen Beach area. He added that the Town was not part of the CRA. He commented that there was a development proposal for the front-end of the plaza property and that for that site, something like additional parking would not be feasible. He stated that the downtown CRA area would be the appropriate site. He added that the Town had inquired about the old Post Office property, which sits unused. He advised Mr. Ciaschi that the CRA was the entity to approach to inquire about additional parking downtown.

Mayor Ostrand informed Mr. Ciaschi that a Corporation privately owns the plaza property.

Mr. Ciaschi asked about leasing from the plaza owners.

Kim Stanton told Mr. Ciaschi that she would send the CRA meeting information to him in an email.

Mr. Ciaschi asked about annexing some of the neighboring properties.

Mayor Ostrand informed Mr. Ciaschi that annexing would include stages and dealings with the County as well as the State and the property owners themselves. She added that Stuart had paid over \$2 million dollars in court costs just to annex certain properties.

President Kelley asked for further public comments.

There were none.

6. Comments from the Council on topics not on the Agenda – President Kelley asked for comments from the Council.

Council Member Kent asked about the status of collecting available funds for the public safety barrier.

Mr. O'Neil answered that he had been in touch with the City of Stuart Manager, their staff person who handled the grants, and Captec Engineering. He added that they remain willing to assist the Town in evaluating a public safety barrier and quiet-zone concepts. He commented that this remains a work in progress and that he was glad that the City of Stuart was allowing the Town to piggyback on their efforts. He commented that the City was actively looking to apply for certain grants as well.

Vice-President Docherty spoke about the Friends-to-Neighbors website which provided information about the Town of Ocean Breeze, the County and other Cities within Martin County. He commented that the Chamber of Commerce also had information listed on their website.

Council Member Heller brought up the possibility of implementing a utility tax to diversify the Town's revenue and improve equity among its taxpayers. He commented that several residents met with the Town Manager last month to discuss how this could work. He stated that while it was too late to include it in the 2025 budget, he requested that Staff bring back a presentation and Ordinance at a future meeting for the Town Council to consider.

President Kelley concurred and asked to see detail as to what the impact would be for the Seawalk residents, Ocean Breeze Resort residents and the plaza.

Mr. O'Neil answered that this could be brought back before the Council.

President Docherty stated that the Florida League of Cities would be offering an online seminar for available grant assistance on September 24, 2024. He added that every other week, the Florida League of Cities offered educational webinars and that he recently attended such a webinar regarding Robert's Rules.

7. Comments from Town Management Consultant, Terry O'Neil – President Kelley asked Mr. O'Neil if he had any comments.

Mr. O'Neil directed the Council to the "blue sheet" informational items regarding the ongoing closeout efforts. He added that Attorney Nicoletti was in attendance to provide the Mayor and the Council with an update.

Attorney Nicoletti provided an update on the Forestar close-out. He added that the new compliance date was September 30, 2024. He spoke about ramifications should Forestar not comply, and about filing a Notice to Appear in County Court for violation of the Ordinance. He stated that he confirmed that the bond was in place and that he had obtained a new verification certificate from the bond company, dated August 27th, 2024. He commented that this was the same verification given to the Town in March. He spoke about case law in the Florida Statutes and stated that the bond did not actually start to run until the work had been completed.

Council Member Heller asked about an ordinance violation and if it would be the responsibility of the developer or the HOA.

Attorney Nicoletti answered that at this point, the Town did not have any thought about filing a Notice of Violation against the HOA. He added that he believed this could be done separately.

Attorney Nicoletti discussed the process of the bonding company. He added that this was a long way off and that he hoped the issues would be resolved without having to involve the bond. He spoke about a letter he received from Attorney David Earle, on behalf of Sheila Raver, his client, who owned Lot 1. He stated that there was a substantial issue and discrepancy at Lot 1 which was adjacent to a preserve area, now owned by the HOA and regulated by the Town and other agencies. He commented that Attorney Earle asked that the Town not release the surety bond unless and until the issues at Lot 1 had been resolved. He commented that he had forwarded Mr. Earles's letter to Forestar's Attorney, Mr. McFetridge. He spoke about his follow-up letters to Attorney McFetridge regarding the Indemnity Agreement and other items which remain open. He informed the Council that Attorney McFetridge responded and that Forestar would be addressing the issues soon. He stated that on August 29th and September 6th he had contacted Attorney McFetridge for an update and had not yet received a response.

Attorney Nicoletti gave an update on the Sun Communities closeout, flooding at 348 Starboard Way, his contact with Sun's attorney Bob Raynes, work performed in the infill area without obtaining permits for grading and site work, which may have affected drainage patterns, repaving or recontouring the roadways, possible work on the water and sewer systems without permits, email from Attorney Raynes in which he stated Sun Communities believed that they had until November 20, 2027 to closeout the PUD (based on the gubernatorial extensions that have occurred via Executive Orders). He stated that this was a complex matter.

Council Member Docherty asked about these Executive Orders.

Attorney Nicoletti answered that if the Governor's Executive Order covered Martin County, then it would apply, however, in most of those orders it was clear that if someone was in violation of the code, the orders do not apply. He stated that Sun Communities, through their attorney, was saying that they believed they had until 2027. He remarked that on August 28th he forwarded an email to Bob Raynes advising that Bayview Construction had submitted construction permits for ten (10) new homes. He added that he had asked Terry and Pam to hold up on issuing permits because municipalities did not issue permits where the potential permittee was in violation of the code. He commented that the Florida Legislature changed the law in 2024 to make it so that municipalities had 30 (thirty) days within which to issue building permits, respond or face a diminution of their building permit fees by 10 (ten) percent per day. He said that by the 20th of September, the Town would know the answer to this issue and respond to Sun Communities. He commented that he had asked Sun Communities to be mindful of the issue of performing work in the infill area. He stated that he had not received a compliance date from Sun Communities. He continued that the Town had received a response from Brad Pinover, Senior VP of Construction Services for Sun Communities, that they were completing their engineering review of issues in the infill area and would further advise the Town. He added that Sun Communities did not believe that there was any water or sewer work done without permits, and that they had televised the sewer system and found no critical issues were determined. He stated that the Town would want to see that report. He commented that Sun Communities said that the water system replacement plans would be submitted to the Florida Department of Environmental Protection for approval. He added that he believed that it would be phased over time and that no dates were provided.

Mayor Ostrand asked about the infrastructure on the north end of the Resort and spoke about the four (4) water main breaks within a six (6) week period. She asked about the engineering report deadline of July 30th.

Attorney Nicoletti answered that the engineering report was underway and may be complete, but that it had not been submitted to the Town. He added that it was to be submitted to Florida Department of Environmental Protection first which was normal procedure.

Mr. O'Neil stated that there was an inquiry by the new manager at the Resort regarding speed bumps and that they were not aware of the history. He added that the Town Council had taken a strong position that the speed tables needed to be proposed in context of all the other fixes (stormwater, etc.) and that that the Council had to approve a minor amendment to the PUD to allow for the speed bumps. He added that Attorney Nicoletti had reminded Sun's attorney, Bob Raynes, that the Resort's Prospectus had clear language and obligations to deal with speeding. He reminded the Council that the Town had advised Sun to submit a design with FDOT approved speed bumps.

Attorney Nicoletti added that golf carts and emergency vehicles did not do well over certain kinds of speed bumps. He commented that drainage patterns must also be considered.

Vice-President Docherty stated that the Resort had asked residents to respond on Neighbor to Neighbor regarding speed bumps and that the response had been mostly negative. He added that he believed that the Resort would let the Town know how they want to proceed.

Attorney Nicoletti added that his comments today were also in a Memorandum (dated September 9, 2024) which would be distributed to the Council.

President Kelley asked for further comments from Town Management Consultant, Terry O'Neil.

There were none.

8. Comments from Mayor Ostrand – Mayor Ostrand mentioned her recent attendance at the Florida League of Cities Annual Conference and her accomplishments. She spoke about the Florida League of Cities Advocacy work for towns and villages in the State of Florida. She added that during Legislative Action Days she would be going to Tallahassee to advocate for towns and villages in the State of Florida. She stated that she was on the Florida League of Mayors Board of Directors and that mental illness among veterans, the homeless, and others was a topic of concern. She encouraged everyone to get involved. She commented that she would provide numbers that could be posted on the website. She added that she would be attending committee meetings in October in Orlando.

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

Mr. O'Neil stated that in previous years, prior to an election at the October meeting, candidates for Town Council and/or Mayor had been welcomed to introduce themselves before the Council and the public, during public comments. He added that this was an informal invitation, as it takes place during public comments, that everyone was welcome to speak about any topic they wish, and that the Town was not sponsoring the event. He stated that this was not a requirement of any candidate running for office.

10. Adjourn – Vice-President Docherty, seconded by Council Member Squires, made a motion to adjourn the meeting at 11:58 am.

All in favor: Yes: Kent, Kelley, Docherty, Heller, Squires; No: None; motion passed 5-0.

Respectfully Submitted,

Kim Stanton,
Town Clerk

Minutes approved: _____

TOWN OF OCEAN BREEZE
MINUTES REGULAR TOWN COUNCIL MEETING
Monday, October 14, 2024, 6:00PM
Ocean Breeze Resort Clubhouse, Pineapple Bay Room
700 NE Seabreeze Way, Ocean Breeze, FL

DUE TO THE LACK OF A QUORUM, NO TOWN BUSINESS WAS CONDUCTED

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 Member Gina Kent; Absent: Council Member Michael Heller and Council Member Matthew Squires
- Staff Present – Town Management Consultant, Terry O’Neil; Attorney, Gemma Torcivia, Permit Processor, Pam Orr; Town Clerk, Kim Stanton

2. Approval of Minutes – No vote due to the lack of a quorum.

3. RESOLUTION No. 354-2024 – A RESOLUTION OF THE TOWN OF OCEAN BREEZE, FLORIDA RECOGNIZING CITY GOVERNMENT WEEK, OCTOBER 21-27, 2024, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES – Not applicable due to the lack of a quorum.

4. Comments from the public on topics not on the Agenda – Candidates Sandy Kelley, Gina Kent, Gail Bologna, Peg Pugsley, George Ciaschi, and Janet Galante spoke about their qualifications and candidacy for election to the Town Council.

Candidate for State Senate, District 31, Aaron Hawkins discussed his qualifications and candidacy.

Gene Simmons, 267 NE Coastal Drive, Ocean Breeze, asked why construction in the Resort had stopped.

Mr. O’Neil spoke about the emergency tolling notice extensions issued by the State of Florida which allowed the developers to extend their construction obligations. He stated that residents should contact their State Legislative officials.

Vice President Docherty asked about these states of emergency.

Mr. O’Neil further explained the tolling extensions with regard to the placement of recreational vehicles within the Resort. He stated that for nearly three years, the Town had requested that the operators of the Resort “true-up” the work done in the north section where there were numerous water main breaks and flooding issues. He added that the building code would not allow issuance of permits when there was a significant violation present. He commented that if Sun Communities were to execute a stipulation agreement with the Town assuring the Town of their plans, he was confident that the Council and the community would be flexible, and construction would begin again. He added that the silence of Sun Communities for two and a half years had caused this unfortunate action by the Town.

Lynda Capobianco, 1394 NE White Pine Terrace, resident of Seawalk, asked the candidates about their views concerning an increase in the millage rate in upcoming years.

Mr. O’Neil stated that the Town was not sponsoring candidate questions and answers and added that this was not a forum, but rather public comments.

Kristen O'Shaughnessy, 1424 NE White Pine Terrace, Seawalk resident, asked if this was something that might be addressed before the election.

Mr. O'Neil answered that if the residents would like to contact Pam or Kim in the Town office, they would provide a list of the candidates and their contact details.

Council Member Kent stated that there was a list of the candidates and their views online. She welcomed anyone to contact her.

Susan Kelly, 60 NE Driftwood Drive, Ocean Breeze Resort, asked about the recreational vehicles in the Resort, construction around her home, green space, lack of communication on the part of the Resort, investment in her home and if the tolling extensions were specific to certain lots, or did they cover the entirety Ocean Breeze Resort.

Mayor Ostrand gave a brief history of the development of the Resort and explained the tolling extensions. She invited anyone to speak with her concerning the issues of the Town.

Mr. O'Neil explained that the PUD, which was limited by the pre-emptions, would have limited the recreational vehicles to a designated area for forty-four units. He added that until January 2022, recreational vehicles were allowed elsewhere, however the lots in the northern section within the Resort required a minimum of three months and the southside accommodated short-term.

Ms. Kelly asked about disbursing the recreational vehicles differently.

Mr. O'Neil answered that the Town could talk to the Resort, along with the other issues that need to be resolved.

Kathy Garland, 106 NE Bay Drive, Ocean Breeze Resort, asked about gaining beach access for people in wheelchairs and walkers.

Mr. O'Neil answered that Martin County maintained the beaches and that the Town could make some inquiries. He stated that there were ADA requirements that dealt with accessibility. He added that if she would contact the Town office, staff would pose the question to the County.

Sara Vento, 60 NE Driftwood Drive, Ocean Breeze Resort, answered that lifeguards would assist with access to and from the beach.

Sue Guccione, 174 NE Portside, Ocean Breeze Resort, stated that she had difficulty getting into the clubhouse, ladies' room, pool, and Resort office because there were no handicapped buttons or lift to get into the pool. She asked if the Town Council could assist because she needed help getting around the community.

Mr. O'Neil answered that when the development was approved, compliance with ADA was reviewed with the building construction, location of sidewalks, etc. He added that the Town was willing to look into this and find out more, and that the Town's Building Official had access to this information. He commented that the Resort was interested in being ADA compliant.

President Kelley asked if the residents of the Resort had an HOA.

"unknown individuals" answered "no."

Edwina Benham, 74 NE Riptide Drive, Ocean Breeze Resort, spoke about the private residents Facebook group at Ocean Breeze Resort.

Council Member Kent and President Kelley stated that the Seawalk community also had a resident Facebook group.

5. Comments from the Council on topics not on the agenda – President Kelley asked Town Clerk, Kim Stanton to provide an update on the 2024 election.

Kim Stanton gave details regarding the 2024 Town election and commented that the official results would be available no later than November 16, 2024. She stated that once the election returns were official, there would be a notice on the Town's website and on the Town office door.

Discussion ensued regarding the Town's polling locations.

Vice President Docherty discussed the Florida League of Cities' committee meetings, home rule, Treasure Coast Regional League of Cities, notifications of water main breaks within the Resort, grant programs (e-Civics) and HB 1385.

President Kelley asked for further comments from the Council.

There were none.

6. Comments from Town Attorney, Gemma Torcivia – Attorney Torcivia spoke briefly about her background and the closeout of the two developments.

President Kelley asked if there were questions for Attorney Torcivia.

Vice President Docherty spoke about the Indian River Drive crosswalk restoration project, lighting, safety, traffic, and signage.

Janet Galante, 431 S. Intercoastal Drive, Ocean Breeze Resort, asked if Vice President Docherty would add to the list the leaning telephone polls along Indian River Drive.

Mayor Ostrand stated that she spoke to representatives in Tallahassee and FP&L representatives about those leaning, cracked, taped poles.

Kim Stanton advised that FP&L representatives audited the poles, and the Town was told that these poles were not a safety hazard and that there was nothing more to be done.

Janet Galante commented that it sounded like a job for Attorney Torcivia.

Mr. O'Neil commented that no action could be taken at this meeting, but at the next Town Council meeting, with a quorum, the Council could make a motion to extend a disappointment letter, and extend a formal invitation to FP&L's government liaison to attend a meeting and answer questions.

7. Comments from Town Management Consultant, Terry O'Neil – There were none.

8. Comments from Mayor Ostrand – Mayor Ostrand spoke about the Florida League of Cities committees, Board of Directors of the Florida League of Mayors, affordable housing, and County/State re-zoning of certain areas for affordable housing. She stated that in the next few months, she would be bringing forth additional information concerning this issue.

Vice President Docherty mentioned the Martin County tourist tax and that he would bring back additional information.

9. Announcements – The following meetings will be held at the Ocean Breeze Resort Clubhouse, Pineapple Bay Room, 700 NE Seabreeze Way, Ocean Breeze:

- ~~Monday, November 11, 2024: 10:30 am~~ (Veteran's Day)
- **Tuesday**, November 12, 2024: 10:30 am
- Monday, December 9, 2024: 10:30 am

10. Adjourn – President Kelley adjourned the meeting at 7:15 PM.

Respectfully Submitted,

Kim Stanton
Town Clerk

Minutes approved: _____

2.

TOWN OF OCEAN BREEZE
MINUTES TENTATIVE BUDGET AND PROPOSED MILLAGE RATE HEARING
Wednesday, September 11, 2024, 6:00 p.m.
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 asked for a moment of silence in remembrance of the lives lost during the attack on September 11, 2024; Mayor Ostrand led the Pledge of Allegiance
- Roll Call – Present: Mayor Karen M. Ostrand, President Sandy Kelley, Vice-President Kevin Docherty, Council Members Michael Heller, Gina Kent, and Matthew Squires
- Staff Present –Town Management Consultant, Terry O’Neil; Town Financial Consultant, Holly Vath; Town Clerk, Kim Stanton; Permit Processor, Pam Orr

2. Proposed Millage for Fiscal Year 2024/2025 - Holly Vath, Town Financial Consultant – Ms. Vath provided an overview from the July 24, 2024, Budget Workshop hearing in which a proposed tentative millage rate of .8 mills was approved. She continued to explain the 2024/2025 budget summary, explained the roll-back rate, which was .7471, and directed the Council to Page 9.

President Kelley stated that she would like to remain at the .8 mills.

President Kelley asked for comments from the Council.

Council Member Squires stated that he agreed.

President Kelley asked for comments from the public.

Vice-President Docherty spoke about the closeout costs of the two developments, Seawalk and Ocean Breeze Resort.

Town Clerk, Kim Stanton, read Resolution No. 350-2024 into the record: **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF OCEAN BREEZE, MARTIN COUNTY, FLORIDA ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE TOWN OF OCEAN BREEZE, MARTIN COUNTY FOR FISCAL YEAR 2024/2025; PROVIDING FOR AN EFFECTIVE DATE.**

She further read that the tentative FY 2024/2025 operating millage rate was .8000 mills, which was .0529 more than the rolled-back rate of .7471 mills which was a 7.08 increase, the voted debt service millage was 0% and the Resolution would take effect immediately upon its adoption.

Council Member Squires, seconded by Vice-President Docherty, made a motion to adopt Resolution No. 350-2024.

President Kelley asked for comments from the public.

Ann Kagdis, 111 NE Bay Drive, Ocean Breeze, commended Vice-President Docherty for speaking about the necessity to be prepared for potential legal fees with the closeout of the two PUDs to ensure that all

residents were protected and to protect their investments. She spoke about the importance of maintaining that the Town had no bonded indebtedness.

President Kelley asked for further public comments.

There were none.

President Kelley asked for further comments from the Council.

There were none.

Roll Call Vote: Yes: Kelley, Squires, Kent, Heller, Docherty; No: None; Motion Passed 5 - 0

3. Proposed Budget for Fiscal Year 2024/2025 – Holly Vath, Town Financial Consultant – Ms. Vath explained a change from the last hearing on July 24, 2024, which was the State Half-Cent Sales Tax revenue, and the local communication services tax revenue would be increasing due to the population update. She spoke about reserves. She reminded the Council that dollars collected in gas tax revenue had to be spent on transportation and road expenses. She added that there were no changes to the expense portion of the budget, which remained at \$305,095.

She took questions from the Council regarding additional policing services and the conferences and travel line item which was proposed in 2025 at \$6,900.

President Kelley asked the Council if they were agreed with the proposed \$6,900.

Mayor Ostrand spoke about the increase in travel expenses and explained her schedule for the upcoming year. She asked that the amount remain in the 2025 budget.

Mr. O'Neil asked for clarification and the Mayor's recommendation.

Mayor Ostrand stated that it was her recommendation that the amount in the 2025 budget remain.

Ms. Vath stated that the current budget for 2024 was \$5,800.

Mayor Ostrand spoke about the importance of everyone attending the ethics classes.

President Kelley asked for comments from the public and the Council.

Vice-President Docherty outlined his and the Mayor's upcoming travel. He spoke about the fact that he would be asking the Council to revisit the issue regarding his travel amount in the future. He added that he was attending a forum regarding grants.

President Kelley asked Council Member Heller if he was agreeable with the "contributions" line-item that was being proposed for 2025 in the amount of \$1,000.

Council Member Heller answered "yes."

Discussion ensued regarding the Environmental Studies Center educational sign.

Ms. Vath explained the Town's general fund reserves, pages 10-11.

President Kelley asked for comments from the public.

There were none.

President Kelley asked for further comments from the Council.

There were none.

Town Clerk, Kim Stanton, read Resolution No. 351-2024 into the record: **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF OCEAN BREEZE, MARTIN COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2024/2025; PROVIDING FOR AN EFFECTIVE DATE.**

Vice-President Docherty, seconded by Council Member Kent, made a motion to adopt Resolution No. 351-2024.

President Kelley asked for public comment.

There were none.

President Kelley asked for comments from the Council.

There were none.

Roll Call Vote: Yes: Heller, Docherty, Squires, Kent, Kelley; No: None; Motion Passed 5 – 0

4. 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 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

5. Adjourn – Vice President Docherty, seconded by Council Member Squires, made a motion to adjourn the meeting at 7:08 pm.

All in Favor: Yes: Kelley, Docherty, Heller, Kent, Squires; No: None; Motion Passed – 5 - 0

Respectfully Submitted,

Kim Stanton

Town Clerk

Minutes approved: _____

TOWN OF OCEAN BREEZE
MINUTES OF THE FINAL BUDGET AND MILLAGE RATE HEARING FOR FY 2024/2025
Wednesday, September 25, 2024 – 6:00 p.m.
Ocean Breeze Resort Clubhouse, Pineapple Bay Room
700 NE Seabreeze Way, Ocean Breeze, FL – 6:00 p.m.

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 Ostrand, President Sandy Kelley, Vice-President Kevin Docherty, Council Members Gina Kent and Matthew Squires
Absent – Council Member Heller
- Staff Present – Town Management Consultant, Terry O’Neil; Town Financial Consultant, Holly Vath; Permit Processor, Pam Orr; Town Attorney, Gemma Torcivia

2. Proposed Millage for Fiscal Year 2024/2025 – Holly Vath, Town Financial Consultant – Ms. Vath reminded the Council that the millage rate was set at .8 mills at the Tentative Budget and Proposed Millage Rate Hearing. She stated that there were no changes made to the budget at the Tentative hearing. She advised the Council that the rolled-back rate was .7471 and if they decided to continue with the .8 mills, that would be 7.08 percent above the rolled-back rate. She asked for comments from the Council.

President Kelley stated that she believed the that Council was agreeable with .8 mills.

President Kelley asked for comments from the public.

There were none.

Town Clerk, Kim Stanton, read Resolution #352-2024 into the record. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF OCEAN BREEZE OF MARTIN COUNTY, FLORIDA ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE TOWN OF OCEAN BREEZE, MARTIN COUNTY FOR THE FISCAL YEAR 2024/2025; PROVIDING FOR AN EFFECTIVE DATE.**

President Kelley asked for comments from the public.

There were none.

President Kelley asked for comments from the Council.

There were none.

Vice-President Docherty, seconded by Council Member Squires, made a motion to adopt Resolution #352-2024 to set the final millage rate at .8 mills.

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

3. Proposed budget for Fiscal Year 2024/2025 – Financial Consultant, Holly Vath – Ms. Vath advised the Council that the proposed expense budget was \$305, 095 in which general fund reserves, in the amount of \$73,993, would have to be utilized. She spoke about the general fund reserves balance and stated that the budget had not changed since the tentative budget meeting.

Town Clerk, Kim Stanton, read Resolution #353-2024 into the record. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF OCEAN BREEZE, MARTIN COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2024/2025; PROVIDING FOR AN EFFECTIVE DATE.**

President Kelley asked for comments from the public.

George Ciaschi, 261 NE Coastal Drive, Ocean Breeze, asked what would happen if the reserves were fully used.

Mr. O'Neil stated that staff believed that the \$180,000 in the reserve was an adequate amount to address the closeout issues and that in the future, the millage rate may increase slightly. He explained that the Town was looking into a possible utility tax to diversify revenue sources.

President Kelley asked for further comments from the public

There were none.

President Kelley asked for comments from the Council.

There were none.

Vice-President Docherty, seconded by Council Member Kent, made a motion to adopt Resolution #353-2024.

President Kelley asked for further comments from the public and from the Council.

There were none.

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

President Kelley asked about the hurricane preparedness pamphlet.

Mr. O'Neil spoke about the information provided to the Council and the public.

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

- Regular Town Council Meeting, Monday, October 14, 2024, at 6:00 p.m.
- Regular Town Council Meeting, Tuesday, November 12, 2024, at 10:30 a.m.
- Regular Town Council Meeting, Monday, December 9, 2024, at 10:30 a.m.

Mr. O'Neil explained that the Supervisor of Elections would be handling the canvassing of the votes for the Town of Ocean Breeze and that the election results would be certified no later than November 16th.

Vice-President Docherty and Mayor Ostrand spoke about the 2024 election candidates, registering to vote, grants, and the Indian River Drive refurbishment.

Discussion ensued regarding grants, grants administration, "eCivis," Florida League of Cities, public safety barrier wall and the City of Stuart.

President Kelley asked about posting the initial results of the election at the Town office.

5. Adjourn – Council Member Squires, seconded by Vice-President Docherty and Council Member Kent, made a Motion to adjourn the meeting at 6.25 p.m.

All in Favor: Kelley, Docherty, Kent, Squires

Respectfully submitted,

Kim Stanton

Town Clerk

Minutes approved: _____

Memorandum

To: Ocean Breeze Town Council
From: Mayor Karen Ostrand
Date: November 4, 2024

Re: Engagement of Civil Engineer, Leo Giangrande to assist the Town's closeout of the Seawalk and Ocean Breeze Resort projects

As the Council is aware, after years of delay the Town has reached a critical point in seeking close-out of both the Seawalk and Ocean Breeze Resort projects. Key to this effort has been the professional advice of Town Engineer, Scott Montgomery. Scott was engaged in May of 2021 upon the retirement of long time Town Engineer Kevin Henderson. At the time of Scott's engagement, it was anticipated that both developers would fulfill their obligations in a timely manner and without a significant need for the Town Engineer's involvement.

While Mr. Montgomery's services to the Town have been first rate, it is my judgment that his firm's obligations to other clients have outpaced his firm's ability to keep up with the Town's unexpectedly constant demand for extended close-out services.

Accordingly, as time is of the essence, and as permitted by Florida statute, I have engaged additional engineering services from Mr. Leo Giangrande by piggybacking on an existing contract his firm has with the City of Stuart. His rates are on par with those of Mr. Montgomery. At this time, staff is not seeking a budget amendment for this transaction.

Finally, as required by Town Ordinance No. 275-2018, and again noting the urgency of obtaining additional engineering services, I am requesting the Council's "subsequent" approval of the attached contract, which has been prepared and approved by the Town Attorney.





**BEFORE THE TOWN COUNCIL OF THE
TOWN OF OCEAN BREEZE, FLORIDA
RESOLUTION NO. 356-2024**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF OCEAN BREEZE, FLORIDA, RATIFYING THE MAYOR'S APPROVAL OF A CONTRACT WITH GIANGRANDE ENGINEERING & PLANNING (GEP) OF STUART, FLORIDA; THEREBY PIGGYBACKING ON GEP'S EXISTING CONTRACT FOR SERVICES WITH THE CITY OF STUART, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, GIANGRANDE ENGINEERING & PLANNING, entered into an agreement dated January 23, 2023 with the CITY OF STUART, FLORIDA, for RFQL #2022-400: Professional Engineering Services.

WHEREAS, the TOWN OF OCEAN BREEZE has the legal authority to "piggyback" onto a contract procured pursuant to F.S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the TOWN OF OCEAN BREEZE desires to "piggyback" onto the above referenced Contract between GIANGRANDE ENGINEERING & PLANNING and the CITY OF STUART, FLORIDA for utilization of the same or similar services for Professional Engineering Services, and GIANGRANDE ENGINEERING & PLANNING consents to the aforesaid "piggybacking".

WHEREAS, the TOWN OF OCEAN BREEZE's Agreement for Professional Services, is in accordance with the aforesaid "piggyback" Contract.

NOW, THEREFORE, THE OCEAN BREEZE TOWN COUNCIL HEREBY RESOLVES THAT:

SECTION 1. The attached contract, entered into by Mayor Ostrand, Exhibit A attached, is hereby ratified by the Ocean Breeze Town Council.

SECTION 2. This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 11TH day of November 2024.

SANDY KELLEY, PRESIDENT
KEVIN DOCHERTY, VICE PRESIDENT
GINA KENT, COUNCIL MEMBER
MICHAEL HELLER, COUNCIL MEMBER
MATTHEW SQUIRES, COUNCIL MEMBER

YES	NO	ABSENT

ATTEST:

KIM STANTON
TOWN CLERK

SANDY KELLEY
COUNCIL PRESIDENT

GEMMA TORCIVIA
TOWN ATTORNEY
APPROVED AS TO FORM

KAREN M. OSTRAND
MAYOR

Exhibit "A"

AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY

WHEREAS, GIANGRANDE ENGINEERING & PLANNING, entered into an agreement dated January 23, 2023 with the CITY OF STUART, FLORIDA, for RFQL #2022-400: Professional Engineering Services.

WHEREAS, the TOWN OF OCEAN BREEZE has the legal authority to "piggyback" onto a contract procured pursuant to F.S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the TOWN OF OCEAN BREEZE desires to "piggyback" onto the above referenced Contract between GIANGRANDE ENGINEERING & PLANNING and the CITY OF STUART, FLORIDA for utilization of the same or similar services for Professional Engineering Services, and GIANGRANDE ENGINEERING & PLANNING consents to the aforesaid "piggybacking".

WHEREAS, the TOWN OF OCEAN BREEZE's Agreement for Professional Services, is in accordance with the aforesaid "piggyback" Contract.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, hereinafter "Contract," made and entered into the 4th day of November 2024 by and between GIANGRANDE ENGINEERING & PLANNING, hereinafter referred to as "CONSULTANT," and the Town of Ocean Breeze, Florida, a municipal corporation, 1508 NE Jensen Beach Blvd. Jensen Beach, FL 34957, hereinafter referred to as "TOWN," for and in consideration of the following terms, conditions, and covenants.

I. PURPOSE OF AGREEMENT

Town intends to enter into a contract with Professional for provision of Engineering Services by the Professional and the payment for those services by Town as set forth below.

II. SCOPE OF SERVICES

The Professional shall provide Professional Engineering Services in all phases of any project for which a Work Authorization has been issued by the Town pursuant to this Agreement as hereinafter provided. These services will include serving as Town's professional consulting representative for the Project, providing professional consultation, advice, and furnishing customary engineering as described in the Work Authorization. The detailed scope of services to be performed and schedule of fees for those services shall be detailed in each Work Authorization.

The Professional's responsibilities also include assisting with the close-out of development projects, implementing bond improvements when needed, and providing support with bids for remedial construction as required.

Section 1. Scope of Service

Professional shall work with the Mayor, Town Attorney, Town Engineer, Town Management Consultant, or other Town staff in advising the Town and the Town Commission regarding Professional Engineering Services. The services will be those customarily attendant to Professional Engineering Services including, but not limited to, the following:

- A. Preparation of roadway location or alignment studies
- B. Preparation of roadway design
- C. Preparation of land acquisition documents
- D. Preparation of a hydrologic & hydraulic studies
- E. Preparation of storm drainage system design
- F. Preparation of new or retrofit storm water management design
- G. Preparation of floodplain studies
- H. Preparation and procurement of requisite environmental permits
- I. Performance of traffic counts

- J. Preparation of traffic studies and analysis
- K. Preparation of maintenance of traffic design
- L. Preparation of structural studies and design for bridges, culverts and retaining walls
- M. Preparation of construction documents
- N. Preparation of cost estimates
- O. Preparation of Construction Plans for Waterfront and Marine Facilities (docks, seawalls, river walks, upland support facilities)
- P. Presentation to the Commission, staff, and the public of reports, plans, and exhibits
- Q. Preparation of as-built plans
- R. Review of plans, specifications and estimates developed by others
- S. Preparation of design studies, design plans and design specifications for water distribution, wastewater collection, and reclaimed water systems, specific water and wastewater process control evaluations and reports, and other related water, wastewater, and reclaimed water projects.
- T. Assistance with close-out of development projects
- U. Implementation of improvements
- V. Assistance with bids for remedial construction
- W. Assistance with bond company for remedial construction and implementation of improvements
- X. Other customary Professional Engineering Services.

III. AGREEMENT PROVISIONS

Section 1. Term of Agreement

Upon award of this Agreement, the effective date of this Agreement shall be the date of execution of this Agreement by both Town and Professional. Term of this agreement shall be for an initial period of two (2) years with the option of three (3) additional one-year renewal periods, upon the mutual agreement of the parties. At the option of the Town, and upon the agreement of the Professional, this Contract may be converted to or replaced at any time with a "Continuing Services Contract" as that term is used in Section 287.055, et seq, Florida Statutes (CCNA).

Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties not to exceed six (6) months.

Section 2. Authorizing work through Purchase Orders

Each "Purchase Order" shall specify the Period of Service agreed to by the Town and the Professional for services to be rendered under said "Purchase order".

Town will compensate Professional for services under each Purchase Order. The fee due to the Professional shall be set forth in each Purchase Order and shall be in accordance with Professional's personnel hourly rate schedule formalized in "Exhibit A" to this Agreement. Professional's personnel hourly rate schedule may be updated 90 days prior to each optional renewal period.

Section 3. Compensation and Method of Payment

3.1 Fee Schedule

Professional's personnel hourly rate schedule formalized in "Exhibit A" shall include all services, material, supplies and any other items or requirements necessary to complete the work as described herein, including but not limited to out-of-pocket expenses, such as, identifiable communication expenses, reproduction costs, postage, printing, copying, and long-distance telephone, etc.

3.2 Invoices

CONSULTANT shall submit an invoice to the TOWN upon completion of the Scope of Service as defined by the work authorization. Each invoice shall be detailed and include, but not be limited to, hours worked by each person assigned to the work authorization, date worked and all ancillary expenses incurred and by whom.

3.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by Town. Payment is delinquent 30 days following receipt and approval of invoice by Town.

Section 4. Use of Documents

4.1 Ownership of Original Documents

All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONSULTANT'S services or have been created during the course of the CONSULTANT'S performance under this Contract shall become the property of and shall be delivered to the TOWN after final payment is made to the CONSULTANT.

Section 5. Termination

5.1 Termination for Convenience

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses.

5.2 Termination for Cause

The performance of the Agreement may be terminated by the TOWN of Ocean Breeze in accordance with this clause, in whole or in part, in writing, whenever the TOWN shall determine that the CONSULTANT has failed to meet performance requirement(s) of the Agreement. If the successful bidder should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the TOWN, then the TOWN can, after giving the successful proposer seven (7) days written notice, and without prejudice to any other right or remedy, terminate this agreement.

Section 6. TOWN's Obligations

6.1 Data to be Furnished

TOWN shall provide the following information or services as required by CONSULTANT to complete the terms of the Agreement:

6.2 Designated Representative

The Designated Representative of the TOWN to act with authority on the TOWN behalf with respect to all aspects of the Project is the Town's Management Consultant. This designation may be delegated by the Mayor to another person.

The Designated Representatives for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project are:

Principal in Charge: _____

Email: _____

Phone: _____

Fax: _____

Section 7. Persons Bound by Agreement

7.1 Parties to the Agreement

The persons bound by this Contract are the CONSULTANT and the TOWN and their respective partners, successors, heirs, executors, administrators, assigns and other legal representatives.

7.2 Assignment of Interest in Agreement

This Contract and any interest associated with this Contract may not be assigned, sublet or transferred by either party without the prior written consent of the other party. The Town may grant consent based upon the following factors: The qualifications of the assignee, the financial stability of the assignee, the likelihood of time to complete the contract, and, other applicable factors as they relate to the service. Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates and subcontractors as CONSULTANT may deem appropriate to assist in the performance of the services hereunder.

7.3 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than CONSULTANT and the TOWN.

Section 8. Indemnification of TOWN

The CONSULTANT and any of its agents, employees, subcontractors, sub-consultants, or anyone for whose act or acts any of them may be liable in the performance of the services under this Contract shall indemnify and hold harmless TOWN, its agents, employees, elected officers and representatives from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of this Contract.

The CONSULTANT agrees to hold the TOWN harmless from loss, damage, injury or liability arising directly from the negligent acts or omission of the CONSULTANT, its employees, agents, subcontractors and their employees and agents.

Section 9. Insurance.

9.1. General

CONSULTANT assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, arising out of or in any manner connected with the execution of the work under this Contract by CONSULTANT, and to the fullest extent permitted by law, CONSULTANT shall defend and indemnify the TOWN from all such claims including without limitation claims for which the TOWN may be, or may be claimed to be, liable in whole or in part and legal fees and disbursements paid or incurred to defend any such claims, as well as legal fees paid or incurred in connection with enforcing the provisions of this paragraph. CONSULTANT assumes the entire responsibility and liability for all damages and injury to all persons, whether their employees or otherwise, and to all property arising out of or in any manner connected with the execution of the work by CONSULTANT under this Contract. CONSULTANT shall obtain, maintain and pay for general liability insurance coverage as will insure the provisions of this paragraph and any other contractual indemnities assumed by CONSULTANT in this specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by CONSULTANT.

9.2 Workers' Compensation

The CONSULTANT shall procure and maintain, during the life of this Contract, Worker's Compensation insurance as required by Florida Statutes for all of employees of the CONSULTANT engaged in work on the Project under this Contract.

9.3 Insurance Policy Limits

CONSULTANT shall procure and maintain insurance policies as specified in the original "piggyback" contract with the City of Stuart.

9.4 Insurance Cancellation

The CONSULTANT shall furnish to the TOWN Certificates of Insurance stating the Insurer will grant the Town the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the TOWN fifteen (15) days prior to the renewal date.

9.5 TOWN to be Named Additional Insured

The amounts of insurance shall be determined by the TOWN. The TOWN shall be named as "additional insured" with regard to the coverage of General Liability and Automobile Liability policies.

9.6 Status of Claim.

The CONSULTANT shall be responsible for keeping the TOWN currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Contract. The CONSULTANT shall send notice of claims related to work under this Contract to the Town. Copies of the notices shall be sent by fax, hand delivery or regular mail to:

Section 10. Professional Standards

10.1 Other Agreements

CONSULTANT is entering into this Contract with the understanding that the TOWN has no agreements, either written or oral, for professional services relating to this specific Project which include any of those services within the Scope of Services defined herein.

10.2 Approvals Not Guaranteed

All work performed by Professional will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations. However, Professional does not warrant or represent that any governmental approval will be obtained, only that the Professional will exercise its best efforts to obtain all such approvals contemplated under this Contract.

10.3 Governmental Regulations

Professional shall assure that work performed under each Project Authorization shall be in accordance with all applicable governmental regulations.

Section 11. Opinions of Cost

Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified CONSULTANT, familiar with the construction industry. The CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If at any time the TOWN wishes greater assurance as to the amount of any cost, the TOWN shall employ an independent cost estimator to make such determination. Consulting services required to bring cost within any limitation established by the TOWN will be paid for as additional services hereunder by the TOWN.

Section 12. General Conditions

12.1 Venue in Martin County

Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

12.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

12.3 Attorney's Fees and Costs

In the event the CONSULTANT defaults in the performance of any of the terms, covenants and conditions of this Contract, the CONSULTANT agrees to pay all damages and costs incurred by the TOWN in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

12.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the TOWN shall select the mediator who, if selected solely by the TOWN, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

12.5 Contract Amendment

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. No verbal agreement by the TOWN or the TOWN's representative identified herein shall be binding or enforceable against the TOWN.

12.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the Town, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

12.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

12.8 Competitive Negotiation

CONSULTANT shall execute a truth-in-negotiation certificate stating that wage rates and other factual costs supporting the compensation are accurate, complete, and current. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual costs. All such contract adjustments must be made within one (1) year following the end of the contract.

12.9 Prohibition Against Contingent Fees

CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Town shall have the right to terminate the agreement without liability and, at its discretion to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

CONSULTANT or partnership thereof, who offers to pay, or pays any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any Town contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first-degree misdemeanor, punishable as provided in F.S. 775.082 or F.S. 775.083.

Section 13. Public Records

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the Town Clerk as the custodian of Public Records for the Town of Ocean Breeze, Town of Ocean Breeze, Town Clerk, 1508 NE Jensen Beach Blvd. Jensen Beach, FL 34957 per F.S. 119.12.

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 14. Exhibits

The following Exhibits are attached to and made a part of this Contract:

"Exhibit A" - "Professional's Personnel Hourly Rate Schedule"

Signatures are on following page

IN WITNESS WHEREOF, the Town has hereunto subscribed, and the Contractor has signed their name, or names the date aforesaid.

TOWN OF OCEAN BREEZE, FLORIDA

ATTEST:


KIM STANTON
TOWN CLERK


KAREN M. OSTRAND
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


GEMMA TORCIVIA
TOWN ATTORNEY



CONTRACTOR

WITNESSES:


(Signature)


LEO GIANGRANDE, PE
PRINCIPAL ENGINEER


(Signature)

Exhibit A

STANDARD HOURLY RATE SCHEDULE
January 1, 2022

Engineers, Planners, Landscape Architects, Construction Managers

Job Title	Billing Rate	Job Title	Billing Rate
Engineer I	\$90	Project Manager	\$125
Engineer II	\$100	Senior Engineer	\$135
Engineer III	\$110	Principal Engineer	\$165

CADD Personnel:

Job Title	Billing Rate	Job Title	Billing Rate
CADD Operator I, II, III	\$ 90		

Administrative Personnel:

Job Title	Billing Rate		
Administrative Assistant I	\$ 55	Administrative Assistant II	\$65

If authorized by the client, an overtime premium multiplier of 1.5 will be applied to the billing rate of hourly personnel who work overtime in order to meet a deadline, which cannot be met during normal hours. Invoices will be rendered monthly. Payment is due upon presentation. A late payment finance charge of 1.5% per month (but not exceeding the maximum rate allowable by law) will be applied to any unpaid balance commencing 30 days after the date of the original invoice.



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

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

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

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

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

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

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

SECTION 1. CONFIRMATION BY VOTE OF THE TOWN COUNCIL REQUIRED

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

SECTION 2. SEVERABILITY

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

SECTION 3: EFFECTIVE DATE

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

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

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

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


YES	NO	ABSENT	ABSTAIN
X			
X			
X			
X			
X			
		X	

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



KAREN M. OSTRAND
MAYOR


KEN DE ANGELES
PRESIDENT

APPROVED AS TO FORM:


RICK CRARY, II
TOWN ATTORNEY

ATTEST:


PAM ORR
TOWN CLERK

IN WITNESS WHEREOF, the Town has hereunto subscribed, and the Contractor has signed their name, or names the date aforesaid.

TOWN OF OCEAN BREEZE, FLORIDA

ATTEST:


KIM STANTON
TOWN CLERK


KAREN M. OSTRAND
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



GEMMA TORCIVIA
TOWN ATTORNEY



CONTRACTOR

WITNESSES:


(Signature)


(Signature)


LEO GIANGRANDE, PE
PRINCIPAL ENGINEER

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. Memo to Mayor from Financial Consultant, Holly Vath, regarding closeout of last year's budget.
- B. Information package regarding State mandated timetable PUD Tolling Extensions
- C. Update on installation of additional FPL lighting on Indian River Drive
- D. Update from Martin County regarding ADA beach access
- E. Town of Ocean Breeze Town Council Vice President Kevin Docherty Graduates from Institute for Elected Municipal Officials II Course

Memorandum

TO: **MAYOR**

FROM: **HOLLY VATH, FINANCIAL CONSULTANT**

SUBJECT: **2024 LINE ITEM TRANSFER**

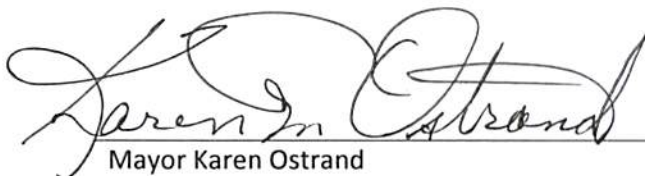
DATE: **OCTOBER 30, 2024**

The 2024 amended budget for General Government expenses is \$252,605. The Public Safety budget is \$70,500. The Town adopts the budget by fund and the Mayor is authorized to transfer funds with the approved budget.

This transaction, which is an end of the year housekeeping matter, moves dollars between General Government and Public Safety departments and does not exceed last year's budget.

Below is authorization to do a budget transfer to/from the following accounts.

Account	Amount
513150 Payroll	-12,000
514100 Legal	-7,000
524210 Building Code Compliance	5,000
524220 Code Compliance Legal	9,000
524310 Permit processing services	5,000


Mayor Karen Ostrand

11-5-2024
Date

Town Clerk

From: Rick Crary II <RCII@crarybuchanan.com>
Sent: Tuesday, April 6, 2021 11:34 AM
To: Terry O'Neil
Subject: townclerk@townofocceanbreeze.org
Emergency Declaration toll period

B.

Terry:

"Tolling" is a legal doctrine which allows for the pausing or delay of the running of a period of time (usually a statute of limitations). Florida Statutes Section 252.363 provides that the declaration of a state of emergency tolls the remaining time to exercise rights under a permit or other authorization "for the duration of the emergency declaration," plus 6 months. Governments do not have to automatically extend time periods involved; the party holding the permit or authorization must notify the issuing authority within 90 days after the termination of the emergency declaration of its intent to exercise the tolling and extension granted under the statute.

I have not yet seen a case where the courts have confirmed how tolling periods under the statute are calculated. Until the courts clearly weigh in, the issue will be somewhat muddled. Some guidance as to what the State has in mind can be obtained from Department of Economic Opportunity's website. DEO has taken the position that overlapping periods of different emergencies are not counted twice, except for their separate 6-month extensions. (That makes sense, but DEO's interpretation would not be binding on the court).

At this point, provided a party complies with the notice requirements of the statute, it appears that the time period remaining for compliance with a permit or other authorization would cease to run for the duration of a state of emergency. (That would be similar to what happens when a statute of limitations is tolled). The remainder period would be displaced until the termination of the emergency declaration, and then it would begin to run from the date of such termination. The easiest way to conceptualize the extension would be to take the original deadline and add the number of days that the time for compliance was tolled. Plus, you would add an additional 6 months.

Because Florida is the land of many states of emergency, it becomes more complicated when you have to determine whether any of those emergencies are partially overlapping. But if DEO is correct, even if they are completely overlapping, the 6-month additions are supposed to be stacked (provided the party requesting the benefit of the statute has timely given notice as to multiple emergencies).

In conclusion, the statute appears to operate as a mechanism whereby the State has allowed developers (and other permit holders) to extend time periods set by municipalities for compliance with permits and other authorizations (like PUDs). Perhaps we will get more guidance from the courts or the Attorney General's office as governments around the state grapple with the effects of a year-long Covid state of emergency; but it looks as if time for PUD compliance periods may be statutorily extended by at least a year and a half, if not longer.

Best regards,
Rick



Sun Outdoors Jensen Beach

Gena May, Regional VP
27777 Franklin Road
Southfield, MI 48034

November 29, 2023

BY EMAIL

Mr. Terry O'Neil
Town Manager
Town of Ocean Breeze
P.O. Box 1025
Jensen Beach, FL 34958

Re: CORRECTED EXTENSION LETTER

Project Name: Ocean Breeze East PUD

Project Number: 00054265.00001

Extension Pursuant to Section 252.363, Florida Statutes

Executive Order 22-218 (Tropical Depression Nine)

Executive Order 22-219 (Tropical Depression Nine)

Executive Order 22-268 (Hurricane Ian)

Executive Order 23-21 (Extension of Exec. Order 22-218 - Hurricane Ian)

Executive Order 23-60 (Extension of Exec. Order 22-218 - Hurricane Ian)

Executive Order 23-104 (Extension of Exec. Order 22-218 - Hurricane Ian)

Executive Order 23-139 (Extension of Exec. Order 22-218 - Hurricane Ian)

Executive Order 23-176 (Extension of Exec. Order 22-218 - Hurricane Ian)

Executive Order 23-214 (Extension of Exec. Order 22-218 - Hurricane Ian)

Executive Order 22-253 (Subtropical Storm Nicole)

Executive Order 23-02 (Extension of Exec. Order 22-253 - Hurricane Nicole)

Executive Order 23-48 (Extension of Exec. Order 22-253 - Hurricane Nicole)

Executive Order 23-87 (Extension of Exec. Order 22-253 - Hurricane Nicole)

Executive Order 23-133 (Extension of Exec. Order 22-253 - Hurricane Nicole)

Executive Order 23-170 (Extension of Exec. Order 22-253 - Hurricane Nicole)

Executive Order 23-211 (Extension of Exec. Order 23-211 - Hurricane Nicole)

Dear Mr. O'Neil:

It has come to our attention that Section 252.363, Florida Statutes was recently amended and consequently changed the applicable dates of extension that are relevant to the Ocean Breeze East PUD. Accordingly, this letter is being sent to correct the dates set forth in our previous letter to you on September 15, 2023. Section 252.363, Florida Statutes, as amended in 2023, provides in part as follows:

252.363 Tolling and extension of permits and other authorizations.—

(1)(a) The declaration of a state of emergency issued by the Governor for a natural emergency tolls the period remaining to exercise the rights under a permit or other authorization for the duration of the emergency declaration. Further, the emergency declaration extends the period remaining to exercise the rights under a permit or other authorization for 24 months in addition to the tolled period. The extended period to exercise the rights under a permit or other authorization may not exceed 48 months in total in the event of multiple natural emergencies for which the Governor declares a state of emergency. The tolling and extension of permits and other authorizations under this paragraph shall apply retroactively to September 28, 2022. This paragraph applies to the following:

1. The expiration of a development order issued by a local government.
2. The expiration of a building permit.
3. The expiration of a permit issued by the Department of Environmental Protection or a water management district pursuant to part IV of chapter 373.
4. Permits issued by the Department of Environmental Protection or a water management district pursuant to part II of chapter 373 for land subject to a development agreement under ss. 163.3220-163.3243 in which the permittee and the developer are the same or a related entity.
5. The buildout date of a development of regional impact, including any extension of a buildout date that was previously granted as specified in s. 380.06(7)(c).
6. The expiration of a development permit or development agreement authorized by Florida Statutes, including those authorized under the Florida Local Government Development Agreement Act, or issued by a local government or other governmental agency.

(b) Within 90 days after the termination of the emergency declaration, the holder of the permit or other authorization shall notify the issuing authority of the intent to exercise the tolling and extension granted under paragraph (a). The notice must be in writing and identify the specific permit or other authorization qualifying for extension.

On September 23, 2022, Governor DeSantis issued Executive Order Number 22-218 declaring a state of emergency for certain counties in the State of Florida, including Martin County, as a result of the threat of Tropical Storm Nine. This emergency declaration was effective on September 23, 2022, and would have expired, 60 days later, on November 22, 2022. The Governor also issued Executive Order 22-219 on September 24, 2022, expanding the state of emergency to cover the entire State of Florida.

On November 7, 2022, Governor DeSantis issued Executive Order 22-253 declaring a state of emergency for certain counties in the State of Florida, including Martin County, as a result of the impending Subtropical Storm Nicole. This emergency declaration was effective on November 7, 2022, and would have expired 60 days later, on January 6, 2023. However, subsequent executive orders have continued to extend executive order 22-253, specifically Executive Orders 23-02, 23-48, 23-87, 23-133, 23-170, and 23-211.

On November 21, 2022, Governor DeSantis issued Executive Order 22-268 extending the state of emergency declared in previously issued executive orders 22-218, and 22-219. The extension of the state of emergency was necessitated by the continued recovery efforts and the continued recovery of affected people hit by Hurricane Ian, which still required the support of the State of Florida. This emergency declaration was effective on November 21, 2022, and would have expired, 60 days later, on January 20, 2023. However, subsequent executive orders have continued to extend executive orders 22-218, and 22-219, specifically Executive Orders 22-268, 23-21, 23-60, 23-104, 23-139, 23-176, and 23-214.

This correspondence is sent on behalf of and serves as the required notice to the Town of Ocean Breeze of NHC-FL143, Inc.'s, notice that the timetable for development for the Ocean Breeze East PUD must be tolled for the entire tolling period provided through Executive Orders 22-218, 22-219, 22-268, 23-21, 23-60, 23-104, 23-139, 23-176, 23-214, 22-253, 23-02, 23-48, 23-87, 23-133, 23-170, and 23-211 as of November 29, 2023, which amounts to the maximum 48 months allowed under the above executive orders.

Therefore, based upon Executive Orders 22-218, 22-219, 22-268, 23-21, 23-60, 23-104, 23-139, 23-176, 23-214, 22-253, 23-02, 23-48, 23-87, 23-133, 23-170 and 23-211, the timetable is extended as follows:

- the deadline for the use of lots for motorhomes is now extended from November 20, 2023 to November 20, 2027.

Mr. Terry O'Neil
November 29, 2023
Page 4

Although these extensions are automatic, pursuant to Florida law, with submission of the required notification to the Town of Ocean Breeze, we would appreciate written acknowledgment regarding the extension of the development order pursuant to the Executive Orders referenced above.

Please let us know if you have any disagreement with the new expiration dates identified above, or if you have any questions or need anything else regarding this matter.

Sincerely,



Gena May

cc: Rick Crary, Esq., Town Attorney (via email)
Client (via email)
Robert S. Raynes, Esq. (via Email)
Anthony Herzog, District Manager, Sun Outdoors Jensen

CERT # 9589 0710 5270 0443 2370 46

C.

Town Clerk

From: Town Clerk
Sent: Thursday, October 24, 2024 2:46 PM
To: Madera, Valeska; Permits; Terry O'Neil (terrancewoneil@gmail.com); Karen Ostrand; Sandy Kelley; Matthew Squires; Michael Heller; Gina Kent; Kevin Docherty
Subject: Re: Street Lights - Town of Ocean Breeze
Attachments: 1000002834.jpg; 1000002833.jpg; 1000002832.jpg

Dear Valeska,

This is to confirm our conversation this afternoon regarding the four (4) lights along Indian River Drive. I informed you, and have attached photos, that the four lights have been installed. You also were able to tell me that this job was performed at 12:30 pm today.

The Mayor, Town Council Members and residents of the Town of Ocean Breeze thank you for this quick response.

Please contact me if you have any questions.

Thank you again!

Kim Stanton
Town Clerk
Town of Ocean Breeze
(772) 215-2700

Sent via the Samsung Galaxy Note20 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: Madera, Valeska <Valeska.Madera@fpl.com>
Sent: Thursday, October 24, 2024 1:07:13 PM
To: Town Clerk <townclerk@townofoceanbreeze.org>
Subject: RE: Street Lights - Town of Ocean Breeze

No worries! I already inform our contractors.

Thank you,

Valeska Madera
Business Analyst III - LED Lighting Solutions | Office: 305-442-5317 | Cell: 786 -893-1854

From: Town Clerk <townclerk@townofoceanbreeze.org>
Sent: Thursday, October 24, 2024 10:10 AM
To: Madera, Valeska <Valeska.Madera@fpl.com>; Park, Sue <Sue.Park@fpl.com>
Cc: Barrios, Marlon <Marlon.Barrios@fpl.com>
Subject: RE: Street Lights - Town of Ocean Breeze

I see that you said by the end of the month...sorry about that.

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

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From: Town Clerk
Sent: Thursday, October 24, 2024 9:06 AM
To: Madera, Valeska <Valeska.Madera@fpl.com>; Park, Sue <Sue.Park@fpl.com>
Cc: Barrios, Marlon <Marlon.Barrios@fpl.com>
Subject: RE: Street Lights - Town of Ocean Breeze

Thank you Valeska!

We look forward to seeing these installed, new lights by the end of this week. The Mayor and Town Council thank you for taking care of this issue which has been unresolved since April, 2024. The area where the new lights are being installed is dark and everyone is concerned about safety.

I know you are very busy lately with the storm (Milton)...we appreciate all your help!

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

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From: Madera, Valeska <Valeska.Madera@fpl.com>

Sent: Wednesday, October 23, 2024 2:17 PM

To: Park, Sue <Sue.Park@fpl.com>

Cc: Town Clerk <townclerk@townofoceanbreeze.org>; Barrios, Marlon <Marlon.Barrios@fpl.com>

Subject: RE: Street Lights - Town of Ocean Breeze

Hi Sue,

I called both numbers and left my contact information.

The job is estimated to be completed by the end of the month.

Thank you,

Valeska Madera

Business Analyst III - LED Lighting Solutions | Office: 305-442-5317 | Cell: 786 -893-1854

From: Park, Sue <Sue.Park@fpl.com>

Sent: Wednesday, October 23, 2024 1:57 PM

To: Madera, Valeska <Valeska.Madera@fpl.com>

Cc: Park, Sue <Sue.Park@fpl.com>; townclerk@townofoceanbreeze.org; Barrios, Marlon <Marlon.Barrios@fpl.com>

Subject: FW: Street Lights - Town of Ocean Breeze

Valeska,

Kim with the Town of Ocean Breeze has been trying to get ahold of you for an update on 4 additional lights that are to be installed. Can you please reach out to her asap. Kim is copied on this email. You can also call her at 772-334-6826 or 772-444-3224.

Thank you.

Sue Park

Customer Advisor

561-315-2529

9001 Ellis Rd Melbourne FL 32904



Rebates available to help you save [FPL Rebate Programs](#)
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Visit the new **FPL Project Portal** at [FPL.com/construction](https://www.fpl.com/construction) to manage your FPL Residential and Commercial construction projects. Get information on construction services and project types, apply for your construction project, track project milestones, manage your project team and more.

Link to FPL's Electrical Service Standards; <https://www.fpl.com/partner/builders/service-standards.html>

Find my Project Manager Link Below:

<https://inapp.fpl.com/fpl/construction/pmLocator.html#>

Pay invoice:

<https://internet.speedpay.com/fplconstruction/-/login/guest>

Postal mail payment:

FPL
General Mail Facility
Miami, FL 33188-0001

Overnight payments:

Attn: FPL Payment Processing Center
5100 NW 159th St.
Miami Gardens, FL 33018

<https://www.fpl.com/rates/tax-exemptions.html>

From: Park, Sue <Sue.Park@fpl.com>

Sent: Wednesday, April 10, 2024 11:42 AM

To: Madera, Valeska <Valeska.Madera@fpl.com>; townclerk@townofoceanbreeze.org; Permits
<permits@Townofoceanbreeze.org>

Cc: Park, Sue <Sue.Park@fpl.com>

Subject: FW: Street Lights - Town of Ocean Breeze

Valeska,

I believe these belong to you.

Thank you.

Sue Park
Customer Advisor







Town Clerk

From: Town Clerk
Sent: Wednesday, October 23, 2024 9:42 AM
To: kgarland1117@gmail.com
Cc: Permits; Terry O'Neil (terrancewoneil@gmail.com); Gina Kent; Kevin (kdocherty@TownofOceanBreeze.org); Matthew Squires; Mayor; Michael Heller; Sandy Keblbeck-Kelley (skelley@townofOceanBreeze.org)
Subject: Martin County Beach Access
Attachments: Martin County Accessible Beaches.pdf

Hi Kathy,

Per our conversation, below are two links with information about Martin County beach access. Also, attached is the information we spoke about regarding the all-terrain chairs at the beaches which allow people with limitations to access the beaches. As you can see from the article, Lifeguards will assist those in need to obtain a special wheelchair at the beaches.

<https://discovermartin.com/ada-statement-of-compliance/#:~:text=Date:%20December%2017th%2C%202018,using%20the%20contact%20information%20below.&text=For%20assistance%20not%20related%20to,@martin.fl.us>.

<https://discovermartin.com/accessible-travel/#:~:text=Rolling%20beach%20wheelchairs%20are%20available,to%20haul%20most%20beach%20essentials>.

If you have any questions, please contact our office. Hope to see you again at the next meeting.

Kim Stanton
Town Clerk



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Accessible Beaches

Accessible Beaches

Rolling beach wheelchairs are available for free use at all Martin County guarded beach locations including Hobe Sound Beach, Stuart Beach and Jensen Beach. These light all-terrain chairs allow people with a wide variety of limitations to enjoy the beauty of our coastal areas. Lifeguards will assist residents and visitors, just ask at the guard towers. The chairs are light — made of polyvinyl chloride, or PVC — and have four air-filled balloon tires, making them easy to navigate through sand. And for the convenience of a day at the beach, each chair has its own umbrella and a pouch attached to the back, big enough to haul most beach essentials.



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

Town of Ocean Breeze Town Council Vice-President Kevin Docherty Graduates from Institute for Elected Municipal Officials II Course

Kevin Docherty graduates from Florida League of Cities' premier educational program for local elected officials

Town of Ocean Breeze, FL – The Town of Ocean Breeze Town Council announces that Vice-President Kevin Docherty recently graduated from the Institute for Elected Municipal Officials II, a course from the Florida League of Cities' Institute for Elected Municipal Officials (IEMO), a premier educational program designed specifically for Florida's elected municipal officials.

The IEMO II course is the second level of training offered through the League's IEMO program. Participation in this course is reserved for those municipal officials who have successfully graduated from the first-level IEMO course or have completed one or more terms in office.

An intensive two-day program, the IEMO II course features classes and workshops focused on the numerous aspects of municipal government. Session topics include advanced financial tools, personnel and labor relations, decision-making models, media relations and more.

"Local officials in Florida play a crucial role in shaping their communities, and it's essential they understand their responsibilities and the complexities of municipal leadership to best serve their cities," said **FLC President Michael C. Blake, Mayor of Cocoa**. "The League's statewide IEMO course offers a unique educational experience to equip officials with the knowledge and skills necessary for effective leadership. We take great pride in the way this training program empowers Florida's local elected officials. I commend the IEMO graduates for their dedication to professional development and congratulate them on completing the course."

Created 30 years ago to educate newly elected officials on the intricacies of municipal government in a cost-effective manner, the IEMO program grew out of a partnership between the Florida League of Cities and the John Scott Dailey Florida Institute of Government. Today, the program offers multiple levels of training, with each designed specifically for municipal officials of all levels. It is the most popular training that the Florida League of Cities offers.

Those officials who completed IEMO II can receive credit toward FLCU's Certificate Program for Elected Officials, which recognizes elected officials who take part in the League's many training opportunities. Once they sign up, this multi-level certificate of achievement program allows attendees to earn points for the activities and events they attend and participate in. To learn more, visit flcities.com/certificate.

Class Roster (as of 10.26.24)
Institute for Elected Municipal Officials II
October 25-26, 2024 - Altamonte Springs

Informal	Registrant	Title	Municipality/Organization	Address 1	City	St	Zip	Email
Gary	Gary Ball	Commissioner	City of Bartow	450 N Wilson Ave	Bartow	FL	33830-3954	gball@cityofbartow.net
Doug	Doug Besecker	Councilmember	Town of Hypoluxo	7580 S Federal Hwy	Hypoluxo	FL	33462-6034	dbesecker@hypoluxo.org
Michael	Michael Broderick	Commissioner	City of Fort Pierce	100 N US Highway 1	Fort Pierce	FL	34950-4205	mbroderick@cityoffortpierce.com
Bertell	Bertell Butler, IV	Councilmember	City of New Port Richey	5919 Main St	New Port Richey	FL	34652-2715	butlerb@cityofnewportrichey.org
Alex	Alex Cam	Commissioner	City of Auburndale	1 Bobby Green Pl	Auburndale	FL	33823-3467	cmo@auburndalefl.com
Melissa	Melissa R. Correll	Claims Supervisor	Florida League of Cities	125 E Colonial Dr	Orlando	FL	32801-1201	mcorrell@flcities.com
Sanquetta	Sanquetta Cowan-Williams	Commissioner	City of Pahokee	207 Begonia Dr	Pahokee	FL	33476-2110	scowan-williams@cityofpahokee.com
Teri	Theresa D'Amico	Councilmember	Town of Bay Harbor Islands	1030 95 Street	Bay Harbor Islands	FL	33154-2005	tdamico@bayharborislands-fl.gov
Kevin	Kevin Docherty	Councilmember	Town of Ocean Breeze	PO Box 1025	Jensen Beach	FL	34958-1025	kdocherty@townofocanbreeze.org
Barbara	Barbara Edmonds	Commissioner	City of Clewiston	115 W Ventura Ave	Clewiston	FL	33440-3709	Barbara.Edmonds@clewiston-fl.gov
Charles	Charles Goodman	Mayor	City of Williston	50 NW Main St	Williston	FL	32696-2043	mayor@willistonfl.org
Brian	Brian Grainger	Commissioner	City of Panama City	501 Harrison Ave	Panama City	FL	32401-2621	bgrainger@panamacity.gov
Jordan	Jordan Helms	Commissioner	City of Auburndale	1 Bobby Green Pl	Auburndale	FL	33823-3467	cmo@auburndalefl.com
Barbara	Barbara King	Commissioner	City of South Bay	335 SW 2nd Ave	South Bay	FL	33493-2225	sbcityclerk@southbaycity.com
Greg	Greg Langowski	Vice Mayor	City of Westlake	4001 Seminole Pratt Whitney Rd	Westlake	FL	33470-3754	glangowski@westlakegov.com
B. J.	William Laurie	Commissioner	City of Crescent City	3 N Summit St	Crescent City	FL	32112-2505	wlaurie@crescentcity-fl.com
Crystal	Crystal Lizanich	Councilwoman	City of Inverness	212 W Main St	Inverness	FL	34450-4855	crystal.lizanich@inverness.gov
Janice	Janice Lucas	Commissioner	City of Panama City	501 Harrison Ave	Panama City	FL	32401-2621	jlucas@panamacity.gov
Mimi	Mimi May	Commissioner	City of Lake Worth Beach	7 N Dixie Hwy	Lake Worth Beach	FL	33460-3725	mmay@lakeworthbeachfl.gov
Everett	Everett D. McPherson, Sr.	Commissioner	City of Pahokee	207 Begonia Dr	Pahokee	FL	33476-2110	emcpherson@cityofpahokee.com
Clara	Clara Murvin	Vice Mayor	City of Pahokee	207 Begonia Dr	Pahokee	FL	33476-2110	cmurvin@cityofpahokee.com
Ann	Anquarnette Richardson	Councilmember	City of Chattahoochee	PO Box 188	Chattahoochee	FL	32324-0188	arichardson@chattahoocheefl.gov
Betty	Betty Rzewnicki	Commissioner	City of St. Pete Beach	155 Corey Ave	St Pete Beach	FL	33706-1839	brzewnicki@stpetebeach.org
Scott	Scott Safford	Councilmember	Town of Fort Myers Beach	2731 Oak St	Fort Myers Beach	FL	33931-3517	scottsafford@fmbgov.com
Alexander	Alexander Smith	Commissioner	City of Apopka	120 E Main St	Apopka	FL	32703-5346	asmith@apopka.net
John	John Sochacki	Councilmember	Town of Hypoluxo	7580 S Federal Hwy	Hypoluxo	FL	33462-6034	jsochacki@hypoluxo.org
Greg	Greg Thompson	Vice Mayor	City of Clewiston	115 W Ventura Ave	Clewiston	FL	33440-3709	greg.thompson@clewiston-fl.gov
Frank	Frank Vertolli	Commissioner	City of Belle Isle	1600 Nela Ave	Belle Isle	FL	32809-6184	district1@belleislefl.gov
Sam	Sam Wagoner	Legislative Advocate	Florida League of Cities	301 S Bronough St Ste 300	Tallahassee	FL	32301-1722	swagoner@flcities.com
Ann	Loubennie A. Williams	Mayor	City of Chattahoochee	22 Jefferson St	Chattahoochee	FL	32324-1416	awilliams@chattahoocheefl.gov
Chevella	Chevella Young	Councilmember	City of Lake City	205 N Marion Ave	Lake City	FL	32055-3918	youngc@lcfia.com

