

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

May 12, 2025, 10:30 a.m.
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 Docherty**
 - Pledge of Allegiance
 - Roll Call

- 2. Approval of Minutes –**
 - Regular Meeting, April 14, 2025
 - Special Meeting April 29, 2025
(Motion, second, public comments, all in favor)

- 3. Request Approval of Proclamation Honoring Martin County First Responder, Dispatcher Kirsten Burkey –** Introduction by Council Member Galante; Mayor Ostrand to present
(Motion, second, public comments, all in favor)

- 4. Presentation by Jessica Gosa, MSW, Chief Development Officer, Treasure Coast Food Bank –**
President Docherty

- 5. Approval of Media Request –** Mayor Ostrand (answers in red from Attorneys and Building Official)
(Motion, second, public comments, all in favor)

- 6. Budget to Actual report for second quarter of fiscal year 2025 –** Town Financial Consultant, Holly Vath
(Motion to accept, second, public comment, all in favor)

- 7. Request for Approval of Contract with Dan Hudson to Serve as Town Management Consultant –**
Mayor Ostrand
(Motion to approve, second, public comment, roll call vote)

- 8. Request for Approval to Participate in State of Florida Purchasing Card Program –** Town Financial Consultant, Holly Vath
(Motion to approve, second, public comment, roll call vote)

- 9. Draft Ordinance #360-2025 – AN ORDINANCE OF THE TOWN OF OCEAN BREEZE, FLORIDA, ESTABLISHING CHAPTER 10-2, “PUBLIC SERVICE TAX” OF THE GENERAL ORDINANCES TO PROVIDE FOR A PUBLIC SERVICE TAX AND THE UTILITY SERVICES WHICH ARE SUBJECT TO SUCH PUBLIC SERVICE TAX AS AUTHORIZED BY SECTION 166.231, ET. SEQ., FLORIDA STATUTES; PROVIDING LEVY AND IMPOSITION OF THE PUBLIC SERVICE TAX UPON THE PURCHASES WITHIN THE TOWN OF WATER, ELECTRICITY, METERED GAS, BOTTLED GAS, COAL, AND FUEL OIL; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE –** Town Financial Consultant, Holly Vath
(Motion to approve draft, second, public comment, roll call vote)

10. Comments from the public on topics not on the Agenda – (please limit comments to 3-5 minutes)

11. Comments from the Council on topics not on the Agenda – Committee reports if applicable

12. Comments from Town Attorney Gemma Torcivia – Letter to property owners on Palmetto Drive

13. Comments from Mayor Ostrand –

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

- Monday, May 12, 2025, at 10:30AM – Regular Town Council Meeting
- Monday, June 9, 2025, at 10:30AM – Regular Town Council Meeting
- Monday, July 14, 2025, at 6:00PM – Regular Town Council Meeting
- **Wednesday, July 16, 2025, at 6:00PM – Public Hearing Workshop for setting of Millage Rate & Budget for FY 2025/2026**
- Monday, August 11, 2025, at 10:30AM – Regular Town Council Meeting
- Monday, September 8, 2025, at 10:30AM – Regular Town Council Meeting
- **Wednesday, September 10, 2025, at 6:00PM – Public Hearing for Setting of Tentative Millage Rate & Budget for FY 2025/2026**
- **Wednesday, September 24, 2025, at 6:00PM – Public Hearing for Adoption of Final Millage Rate & Budget for FY 2025/2026**

15. Adjournment

(Motion, second, all in favor)

TOWN OF OCEAN BREEZE
MINUTES REGULAR TOWN COUNCIL MEETING
Monday, April 14, 2025, 6:00 p.m.
Ocean Breeze Resort Clubhouse, Pineapple Bay Room
700 NE Seabreeze Way, Ocean Breeze, FL

1. Call to Order – President Docherty 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 Kevin Docherty; Vice President Sandy Kelley; Council Members George Ciaschi, Janet Galante, Michael Heller, and Matthew Squires
- **Staff Present** – Attorney, Gemma Torcivia; Permit Processor, Pam Orr; Town Clerk, Kim Stanton

2. Approval of Minutes – Council Member Ciaschi, seconded by Vice President Kelley and Council Member Galante, made a Motion to approve the Minutes of the following meetings:

- Regular Meeting, Monday, February 10, 2025
- Special Meeting, Thursday, February 27, 2025
- Regular Meeting, Monday, March 10, 2025

(All in favor: Yes: Docherty, Kelley, Ciaschi, Galante, Heller, Squires; No: None; Motion passed 6-0)

3. Presentation by Christina McIntosh, Events & Community Relations, The Children’s Museum of the Treasure Coast – Vice President Kelley introduced Christina McIntosh who gave a presentation on The Children’s Museum of the Treasure Coast and discussed volunteer opportunities. She provided material on the “Festival of Giving” event to be held November 12th – 22nd. She answered questions from the Town Council regarding the Science Center and Planetarium, school events, fundraising, and volunteer opportunities.

4. Request Approval of Proclamation Honoring Martin County First Responder, Lieutenant Melinda Price – Council Member Galante introduced Lieutenant Melinda Price.

Mayor Ostrand read the proclamation and presented it to Lieutenant Price.

Council Member Galante, seconded by Council Member Ciaschi, made a motion to adopt the Proclamation.

President Docherty asked for comments from the public.

There were none.

(All in favor: Yes: Docherty, Kelley, Ciaschi, Galante, Heller, Squires; No: None; Motion passed 6-0)

5. Request Approval of National Donate Life Month Proclamation – Mayor Ostrand read the Proclamation into the record.

Vice President Kelley, seconded by Council Member Heller, made a motion to adopt the Proclamation.

President Docherty asked for comments from the public.

There were none.

(All in favor: Yes: Docherty, Kelley, Ciaschi, Galante, Heller, Squires; No: None; Motion passed 6-0)

6. Review of Board and Agency Memberships / Appointments – President Docherty reviewed the matrix and asked for an alternate member to serve on the Martin County Local Mitigation Strategy Committee and Sub-Committee.

Council Member Ciaschi volunteered.

Council Member Galante, seconded by Vice President Kelley, made a motion for Council Member Ciaschi to serve as an alternate on the Martin County Local Mitigation Strategy Committee and Sub-Committee.

President Docherty asked for comments from the public.

There were none.

(All in favor: Yes: Docherty, Kelley, Ciaschi, Galante, Heller, Squires; No: None; Motion passed 6-0)

7. Approval of Proposed Budget Hearing Dates – Council Member Heller, seconded by Council Member Ciaschi, made a motion to approve the following dates for budget hearings:

- Budget Workshop and Setting of Tentative Millage Rate, Wednesday, July 16, 2025, at 6:00PM
- Proposed Budget and Tentative Millage Rate Hearing, Wednesday, September 10, 2025, at 6:00PM
- Final Budget and Millage Rate Hearing, Wednesday, September 24, 2025, at 6:00PM

President Docherty asked for comments from the public.

There were none.

(Roll call vote: Yes: Squires, Ciaschi, Kelley, Heller, Galante, Docherty; No: None; Motion passed 6-0)

8. Comments from the public on topics not on the Agenda – Melissa Heller, 2760 NE Breezeway Circle, resident of Seawalk, stated that she was frustrated that Chubb, the bond company, was not taking an active role in the corrective process. She added that the reason Chubb got involved was because Forestar, the developer, had not made any decisions nor taken action to address the deficiencies in Seawalk. She commented that the developer had attended the walk-through inspection on March 25, 2025 (talking points attached). She added that the subcontractor was to be on-site all-day Wednesday, April 9, 2025, and added that they did not show up on Wednesday or Thursday. She asked that the Town's engineer and legal team continue to maintain pressure on the developer by establishing deadlines whenever possible and continue to go back to the bonding company as often as necessary to keep things moving. She indicated that in order to expedite the review of the materials that the Town was expecting from the developer by April 18th, as stated in Attorney Nicoletti's memo, she asked that the Town consider scheduling a meeting for all of the engineers to meet during the week of April 21st or April 28th to perform a concurrent review of whatever was submitted to the Town. She added that a fixed time for review ensured that the process moves forward in the most efficient manner and would provide the developer with feedback. She stated that time was of the essence and thanked the Town Council for their assistance.

Liz Reese, 1363 NE White Pine Terrace, resident of Seawalk, stated the residents of Seawalk would like to see the Town continue with the bond process. She asked the Town Council to consider pursuing a safety wall in the Seawalk community.

Council Member Galante asked Melissa Heller to submit her written materials to the Town Clerk for the record.

Terry Locatis, 33 NE Nautical Drive, Ocean Breeze Resort, spoke about security within the Resort. He commented that suspicious people were wandering in and riding bikes through the gates. He added that the bathrooms were unlocked, and it would be easy for homeless individuals to come in and use the showers. He added that he has heard from residents that they would like more security.

President Docherty spoke about summer approaching and that any security would have to be provided for the entire Town.

Pam Orr, Permit Processor, stated that this was a topic for the budget workshop.

Mr. Locatis spoke about an incident where teenagers were attempting to “borrow” a resident’s cell phone.

President Docherty stated that security measures could be brought up during the budget hearings.

Gail Balogna, 393 NE Sand Dune Way, Ocean Breeze Resort resident, asked for clarification on the police patrols and stated that she would like the police to show a greater presence during summer, Easter break and winter break because that was the time of year when misdemeanor crimes occur.

Pam Orr, Permit Processor, stated that residents were free to contact Martin County Sheriff’s Department to ask for extra patrol. She stated that the Town does not have paid extra patrol because it was voted down during the last budget season. She added that this would have to be brought up at the upcoming budget hearings.

Ms. Balogna asked the Council to consider having seasonal patrols when the youth were out of school.

Officer Andy Adams, Martin County Sheriff’s Deputy, stated that if anyone saw something suspicious at any time, to call the Martin County Sheriff’s Department non-emergency number at (772) 220-7000 or emergency 911.

Discussion ensued regarding patrols, Sheriff’s Department calls, trespass authorizations on file for the Plaza, the Resort, and Seawalk.

President Docherty stated that during the budget hearings, extra patrol could be discussed further.

9. Comments from the Council on topics not on the Agenda – Council Member Heller explained that Martin County voted “no” for Quiet Zones throughout the County. He commented that he spoke with Rory Newton, Railroad Safety Inspector, U.S. Department of Transportation, Federal Railroad Administration and that a suggestion discussed was for the Town to pursue a Quiet Zone at Palmetto Street, a private intersection, which was the next crossing to the south of the Town. He stated that there were three (3) homes on the other side of the crossing and that all the safety equipment was already in

place. He stated that if the Town could get Martin County to make that one crossing a quiet zone it would reduce the train noise by fifty percent (50%). He asked that the Council move forward with requesting a Quiet Zone at that location which would require two things: send a letter to the residents on the western side of Palmetto to let them know that the Town would be asking the County for a Quiet Zone and ask them to contact the Town if they had any questions. Also, adopt a Resolution requesting that the County make Palmetto Drive crossing a Quiet Zone.

Vice President Kelley stated that the County had been unresponsive to her requests to speak with someone.

Council Member Heller stated that there had never been an incident at that crossing. He added that if all the residents of the Town were to show up at a County meeting, possibly with a petition, he did not think that the County would deny making that crossing a Quiet Zone. He commented that he believed that the three property owners using that crossing were members of the same family.

Attorney Torcivia stated that a letter could be sent to these homeowners to ask if they would be open to joining the Town in this request.

Council Member Galante suggested that the letter be sent by Certified Mail.

Council Member Heller, seconded by Council Member Galante, made a motion to send a Certified letter to the residents on the west side of Palmetto to let them know that the Town would be asking Martin County for a Quiet Zone.

Discussion ensued regarding Quiet Zones.

(All in favor: Yes: Docherty, Kelley, Ciaschi, Galante, Heller, Squires; No: None; Motion passed 6-0)

Council Member Heller, seconded by Vice-President Kelley, made a motion to adopt a Resolution requesting that Martin County make the crossing at Palmetto Drive a Quiet Zone.

Attorney Torcivia stated that she would draft the Resolution for the next meeting.

President Docherty asked for public comments.

There were none.

(All in favor: Yes: Docherty, Kelley, Ciaschi, Galante, Heller, Squires; No: None; Motion passed 6-0)

President Docherty announced that Congressman Brian Mast would be visiting Martin County tomorrow afternoon at 12:30 p.m. for a Town Hall meeting at the Palm City New Hope Church, 3900 Citrus Boulevard, and it would be first come, first serve for Martin County residents. He added that he would be attending, and identification would be required. He added that he was working on having Congressman Mast attend a Town Council meeting.

Attorney Torcivia stated that FEMA funding should be mentioned if anyone from the Town attended.

Council Member Galante announced that the next CRA meeting would be held on May 7, 2025, at the Jensen Beach Community Center at 5:00PM. She suggested that the issue of train noise could be brought up to the CRA.

Council Member Ciaschi spoke about the Jensen Beach train crossing and that he believed that the Town should stress to Martin County, as they perform road configuration(s), that this work needs to be done as soon as possible because of the recent accident at the train crossing. He asked how this could be accomplished.

Pam Orr stated that Martin County was in the process of completing an engineering report and that she would try to obtain a copy.

President Docherty stated that Pam Orr could follow-up with this and once the report was obtained, maybe by the next meeting, the Town could send a letter to Martin County urging them to get this done as quickly as possible.

Discussion ensued regarding the guard rails, the accident at the train crossing, Jammin Jensen traffic at the train crossing, pedestrian traffic at the train crossing, and representatives in Tallahassee.

Council Member Ciaschi thanked Melissa Heller for giving him a tour of the Seawalk community. He stated that the conditions there were worse than expected and the storm retention ponds were a disgrace. He provided specifics about what he witnessed regarding storm drains, vegetation loss, slopes in retention ponds washed away. He added that the road at the back gate should be widened to allow trucks and emergency vehicles to turn around and that now those vehicles are driving into a ditch to get the trucks around the turn, which he said was ridiculous. He spoke about the grouting that needed to be replaced.

Council Member Ciaschi spoke about the Town receiving the water main and fire hydrant engineering plans. He stated that there were supposed to be two additional fire hydrants but that according to the Martin County Code, a fire hydrant must be within five hundred feet of every dwelling. He added that he had not seen the plans and wanted to make sure that the plans were accurate.

Council Member Ciaschi thanked the Mayor and President Docherty for their attendance in Tallahassee for Legislative Action Days & Advocacy and for representing the Town which he believed was important. He asked for an update on what was taking place in Tallahassee.

Council Member Ciaschi spoke about the Martin County Property Appraiser's office attending the Budget Workshop hearing to explain the differences between the taxing models. He stated that property taxes were less for an Ocean Breeze property owner than a similar property owner in unincorporated Martin County.

Council Member Ciaschi asked the Council and staff to gather information for the Budget Workshop hearing. He spoke about the possibility of providing police patrols and about negotiating the rate that Ocean Breeze residents pay for Martin County Fire Rescue; or the possibility of negotiating a lower rate with a neighboring area such as Port St. Lucie or Hutchinson Island. He added that the most important piece was response time. He stated that he would like the material ahead of time in order to make informed decisions at the Budget Workshop.

Council Member Ciaschi spoke about grants available through the Florida League of Cities. He stated that a workshop would be the most important piece of planning because the Town needed to know where it is going to make decisions concerning the budget. He asked if the Mayor and the Town Council could hold preliminary workshops before the Budget Workshop to get an idea of where the Town would

like to be concerning a Town Hall and other things in five, ten, and twenty years. He asked if a motion was needed to do it and he spoke about fiscal responsibility and plans for the future.

President Docherty stated that resumes had been received for a new Town Management Consultant. He added that this was a pressing matter.

10. Comments from Town Attorney, Gemma Torcivia – Attorney Torcivia stated that if the Jensen Beach CRA had a contract with a security service, the Town could possibly join forces with them.

Kim Stanton, Town Clerk, explained that previously the Town had used the restricted fuel tax funds to hire Martin County Sheriff's Department to conduct extra patrols throughout the Town, at a rate of \$60.00 an hour.

Attorney Torcivia stated that she had drafted the Ordinance for the Utility Tax and provided it to Holly Vath, Town Financial Consultant, and Mayor Ostrand for review. She asked if this was to be brought forward at the May meeting for review and discussion or notice it with the May meeting being the first reading with the second reading taking place at the June meeting. She stated that at a first reading, certain changes can be made but if they were substantive, then the Town would need to re-advertise.

Kim Stanton, Town Clerk, stated that Ms. Vath suggested that one of the readings be held at a 6:00 p.m. meeting and the next 6:00 p.m. meeting would be held in July, unless the June meeting could be rescheduled from 10:30 a.m. to 6:00 p.m.

Attorney Torcivia stated that she could bring a draft forward at the May meeting.

Kim Stanton confirmed that Ms. Vath was scheduled to attend the May meeting.

Attorney Torcivia confirmed that the first reading could take place in June with the second reading in July to meet Ms. Vath's goals.

Attorney Torcivia spoke about the Seawalk closeout process. She stated that the Town had called the Bond, which is an insurance policy with Chubb Insurance. She stated that Forestar had an interest in not having the Bond go through. She provided information regarding Attorney Nicoletti's memo. She spoke about the Friday (April 18) deadline to receive a scope of work which would then need to be reviewed. She referred to Leo Giangrande's memo.

Discussion ensued regarding grouting, grading, and drains.

Pam Orr, Permit Processor, stated that Engineer Giangrande's memo should have referenced Lot #1 in Seawalk not 1 Palm Drive.

Attorney Torcivia stated that the Town would get with Engineer Giangrande to update the memo so that the file was accurate.

Pam Orr, Permit Processor stated that she spoke with Zack Griffen today and he informed her that the Town should have it by Friday.

Council Member Galante stated that Engineer Giangrande stated in his memo that the site photos were to be included; she asked about the site photos.

Pam Orr, Permit Processor, stated that the Town had not received them yet but that she would request them from Mr. Giangrande.

Discussion ensued regarding failure of the developer's landscape company showing up on Wednesday, April 9th, regrading, past promises, Seawalk HOA Attorney, the construction defect claim, the Bond claim, scope of work, timeline for repairs, specific permits, sodding, irrigation, Seawalk HOA desires for the Town to aggressively address shortcomings, detail of scope of work, engineer's review, future decisions regarding remedies to inaction, sufficiency of submitted plans, permit application processes, work schedule, closeout matrix, Forestar's verbal statements as to timeline 75 – 90 days, and Engineering Consultant Leo Giangrande.

Attorney Torcivia suggested sending "reply all" email to Attorney McFetridge (Forestar) to advise that Forestar was provided HOA access and that no one showed up, mentioning the deadline in four days, grave concerns, and future access. She asked if the Council agreed.

(Thumbs Up: Yes: Docherty, Kelley, Ciaschi, Galante, Heller, Squires; No: None)

Attorney Torcivia asked for any other questions concerning Seawalk.

Council Member Heller stated that if Friday comes and goes with no response, a strongly worded letter should be drafted.

Attorney Torcivia stated that on the following Monday, she would send a FedEx letter to Forestar and to Chubb. She asked if the Town Council agreed.

(Thumbs Up: Yes: Docherty, Kelley, Ciaschi, Galante, Heller, Squires; No: None)

Vice President Kelley stated that she would like to push on drawing the funds from the Bond. She added that she did not trust Forestar.

Attorney Torcivia stated that if the letter ends up going out on Monday, she will send the letter to Chubb. She stated that she would send the letter to Chubb and copy Forestar.

(Thumbs Up: Yes: Docherty, Kelley, Ciaschi, Galante, Heller, Squires; No: None)

11. Comments from Mayor Ostrand – Mayor Ostrand spoke about the interviews for Town Management Consultant. She stated two candidates would be brought forward for the Town Council to interview and then a vote at the May meeting. She added that her recommendation was Zack Davis-Walker and remarked that he knew Attorney Torcivia. She provided information about Mr. Walker and Mr. Hudson. She discussed the State of Florida attempting to pre-empt small towns, CRA bills, sovereign immunity, committees, meeting representatives in Tallahassee, recognition of the Town of Ocean Breeze on the Florida Senate/House floor, Senator Gail Harrell, and Representative Toby Overdorf.

Attorney Torcivia announced that she had previously and briefly met both candidates in her other capacities.

Council Member Heller asked for a Special Meeting.

Discussion ensued regarding a special meeting, Council vote, public meeting requirements, contract for Management Consultant, quorum, available dates, budget workshop meeting, and costs involved.

It was decided that the Special Meeting would be held either April 29th or 30th at 10:30 a.m.

Attorney Torcivia stated that she could have the contract available at the Special Meeting so that the candidate chosen could review it before the meeting on May 12th.

Council Member Heller, seconded by Council Member Squires and Vice President Kelley, made a Motion to hold a Special Meeting on either April 29th or 30th at 10:30 a.m.

President Docherty asked for public comment.

There was none.

(All in favor: Yes: Docherty, Kelley, Ciaschi, Galante, Heller, Squires; No: None; Motion passed 6-0)

President Docherty spoke about his meetings in Tallahassee regarding sovereign immunity, advocacy, State Legislators, Local Voices material provided in packet, recommendations for sending emails to State Legislators regarding sovereign immunity.

Discussion ensued regarding sovereign immunity and the Town's upcoming budget process.

12. Announcements – President Docherty announced that the Regular Town Council meeting would be held on Monday, May 12, 2025, at 10:30 am at the Ocean Breeze Resort Clubhouse, Pineapple Bay Room, 700 NE Seabreeze Way, Ocean Breeze.

13. Adjourn – Council Member Heller, seconded by Council Member Squires, made a motion to adjourn the meeting at 7:51 pm

(All in favor: Yes: Docherty, Kelley, Galante, Heller; No: None; Absent: Ciaschi, Squires; Motion passed 4-0)

Respectfully Submitted,

Kim Stanton
Town Clerk

Minutes approved: _____

Town Clerk

From: Melissa Heller <melissapheller@gmail.com>
Sent: Tuesday, April 15, 2025 7:27 PM
To: Permits; Town Clerk
Subject: Melissa talking points - April 14

Good evening Kim and Pam,
Below please find my talking points from last night's meeting. I apologize for not sending them earlier.
Thank you,
Melissa

With respect to the memos included in the agenda package related to the Seawalk Closeout, I am frustrated that Chubb – the bond company - is not taking an active role in the correction process at this point. The memo states that Chubb advised that their involvement adds "unnecessary complexity, time and cost to each decision and action".

I'd like to remind the council that the whole reason you got Chubb involved is because the Forestar, our developer, had neither made decisions nor taken action to address the deficiencies in Seawalk to that point.

Since the council voted to call the bond, our developer did attend the walk through inspection on March 25. The Developer has been directed by our attorney to notify us when they intend to be in the community and they advised that their subcontractor would be onsite all day on Wednesday April 9. They did not show up on Wednesday or Thursday so we are already seeing a fresh wave of inaction on the part of Forestar.

I ask the Town's engineer and legal team to continue to maintain merciless pressure on the developer to establish deadlines whenever possible and to continue to go back to the bonding company as often as necessary to keep this thing moving.

In order to expedite the review of the materials the Town is expecting from the Developer on Friday April 18, I ask that a meeting be scheduled for all of the engineers to meet during the week of April 21 or April 28 to do one concurrent review of whatever gets submitted to the Town on the 18th. A fixed time for review ensures that the process moves forward in the most efficient manner by providing the developer with all feedback at the same time.

Time is of the essence with many of the conditions that require repair in our community and we appreciate the Town's help in keeping this process moving.

TOWN OF OCEAN BREEZE
MINUTES SPECIAL TOWN COUNCIL MEETING
Tuesday, April 29, 2025, 10:30 a.m.
Ocean Breeze Resort Clubhouse, Maritime (Media) Room
700 NE Seabreeze Way, Ocean Breeze, FL

1. Call to Order – President Docherty 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 Kevin Docherty; Vice President Sandy Kelley; Council Members George Ciaschi, Janet Galante, Michael Heller, and Matthew Squires
- Staff Present – Attorney Consultant, Paul Nicoletti; Engineer Consultant, Leo Giangrande, PE; Permit Processor, Pam Orr; Town Clerk, Kim Stanton

1.A. Motion to Approve Letter to Chubb Insurance Re: Forestar Surety Bond – Council Member Heller, seconded by Council Member Galante, made a motion to transmit the letter to Chubb Insurance Company.

President Docherty asked for public comments.

There were none.

(Roll call vote: Yes: Docherty, Ciaschi, Kelley, Heller, Squires, Galante; No: none; motion passed 6-0)

Attorney Nicoletti discussed his conversation with Town Attorney Torcivia regarding the possibly of holding the letter for a few additional days to see if H & J produced a scope of work. He explained the content of the letter, the process, and his communications with Attorney Will McFetridge, who represented Forestar.

Discussion ensued regarding a delay in sending the letter, the bond, the scope of work, costs, the process, delays, punch list(s), correspondence, and options.

The Town Council agreed by consensus to transmit the letter on Friday, May 2, 2025, if the required scope of work was not produced by close of business on Thursday, May 1, 2025.

2. Town Management Consultant Interviews – Introduction by Mayor Ostrand – Mayor Ostrand introduced Dan Hudson and provided background information.

Questions and answers ensued.

Mr. Hudson was dismissed.

President Docherty introduced Zach Davis-Walker.

Questions and answers ensued.

Mr. Davis-Walker was dismissed.

President Docherty called for a five-minute recess.

3. Discussion and Vote – President Docherty led a discussion on each candidate.

Council Member Galante, seconded by Council Member Heller, made a motion to engage the services of Dan Hudson as Town Management Consultant.

(Roll call vote: Yes: Heller, Docherty, Kelley, Squires, Galante; Ciaschi; No: none; motion passed 6-0)

Pam Orr, Permit Processor, confirmed that a contract was being prepared by Attorney Torcivia and would be brought forward at the May 12th meeting.

Discussion ensued regarding the certified letter to be sent by the Town Attorney to the property owners at Palmetto Drive regarding a possible quiet zone.

4. Announcements – President Docherty announced that the Regular Town Council meeting would be held on Monday, May 12, 2025, at 10:30 a.m. at the Ocean Breeze Resort Clubhouse, Pineapple Bay Room, 700 NE Seabreeze Way, Ocean Breeze.

5. Adjourn – Vice President Kelley, seconded by Council Member Heller, made a motion to adjourn the meeting at 12:16 p.m.

(All in favor: Yes: Docherty, Kelley, Ciaschi, Galante, Heller, Squires; No: None; Motion passed 6-0)

Respectfully Submitted,

Kim Stanton

Town Clerk

Minutes approved: _____



Proclamation

Honorable Mayor and Town Council of the Town of Ocean Breeze, Florida Recognizing the Service of
First Responder:

Dispatcher Kirsten Burkey

Whereas, due to many significant contributions that Dispatcher **KIRSTEN BURKEY** has made to the Town of Ocean Breeze, Florida, she is much deserving of this special recognition; and

Whereas, Dispatcher **KIRSTEN BURKEY** has dedicated her career to the citizens of Martin County for 12 years providing a vital public service; and

Whereas, Dispatcher **KIRSTEN BURKEY** attended *Kaiser University* and has a degree in Homeland Security; and

Whereas, Dispatcher **KIRSTEN BURKEY** is enrolled in a year of classes to become a *Certified Training Officer* for new dispatch employees, a position she has held for the last four years; and

Whereas, Dispatcher **KIRSTEN BURKEY** has been selected as deserving of this award by fellow colleagues who note she is a hard-worker, knowledgeable, reliable, and can be counted on for this extremely demanding and fast-paced position; and

Whereas, Dispatcher **KIRSTEN BURKEY** was celebrated this past month during "*Dispatcher Appreciation Week*;" and

Whereas, the Town of Ocean Breeze celebrates the distinguished career of Dispatcher **KIRSTEN BURKEY** and celebrates her service of 12 years as a *Dispatcher* for Martin County and her continued good works of public service,

Wherefore, be it resolved, We, the Mayor and Town Council of the Town of Ocean Breeze, Florida, do hereby find it fitting and proper to recognize and celebrate the service of Dispatcher **KIRSTEN BURKEY** and proclaim today, Monday, May 12, 2025, as "**KIRSTEN BURKEY DAY**" in the Town of Ocean Breeze, Florida. We express our deepest appreciation for her dedication and commitment to the citizens of Ocean Breeze.

In, witness whereof, We have hereunto set our hand on this 12th day of May 2025, and have caused the Official Seal of the Town of Ocean Breeze, Florida be affixed hereto:

By: *Karen M. Ostrand*
Karen M. Ostrand, Mayor

By: *Kevin Docherty*
Kevin Docherty, President



Stanton
Stanton, Town Clerk

feed unite
FLOURISH



Food Insecurity Rates Are Soaring

- 1 in 4 people on the Treasure Coast are facing hunger
- 46 percent of Floridians are one paycheck or financial emergency away from crisis
- Monthly costs of living have increased by 15% of over the last 12 months

Vision To Reality

Our new 132,000 square foot operations center will ensure resiliency in the face of storms and economic hardships, reinforcing the Food Bank's promise to be a safe, reliable lifeline for our neighbors.

Treasure Coast Food Bank's new home will feature:



- A Nutrition and Wellness Outreach Center to promote healthier communities
- More than double expanded cold and dry storage to meet nutritional needs
- Expanded Job Training opportunities to support individuals on their journey to self-sufficiency
- Community meeting spaces to foster collaboration and education
- A temperature-controlled volunteer center to enhance engagement opportunities



Learn More

Together, it's possible...

Together, we can create a future where our community stands stronger than ever—because we built it together.



20%
INCREASE IN
PARTNERSHIPS



76%
INCREASE IN
FOOD
DISTRIBUTION



50%
INCREASE IN
VOLUNTEER
SERVICES



50%
EXPANSION IN
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EFFORTS

ACTION TODAY WILL STRENGTHEN OUR COMMUNITY FOR EVERY TOMORROW

stophunger.org

Permits

From: Permits
Sent: Thursday, May 1, 2025 11:14 AM
To: Jenny Ahn
Cc: Steve Nicolosi; gtorcivia@tgjustice.com; Paul Nicoletti; Karen Ostrand; Town Clerk
Subject: RE: Request for Comment Regarding Use of Private Geotechnical Firms for Soil Compaction Testing

Hi Jenny:

Thank you for your inquiry. We will be happy to present your request to the Town Council for approval to answer your questions at our next Town Council meeting which will be held on May 12, 2025. We will be in touch shortly thereafter.

Thank you!

Pam Orr
Permit Processor



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

PLEASE INCLUDE PROPERTY ADDRESS IN CORRESPONDENCE, THANK YOU!

From: Jenny Ahn <jahn@hntrbrk.com>
Sent: Monday, April 28, 2025 1:04 PM
To: Town Clerk <townclerk@townofoceanbreeze.org>; Permits <permits@Townofoceanbreeze.org>
Subject: Request for Comment Regarding Use of Private Geotechnical Firms for Soil Compaction Testing

You don't often get email from jahn@hntrbrk.com. [Learn why this is important](#)

Dear Town of Ocean Breeze Building and Permitting,

I am an investigative reporter with Hunterbrook Media, and currently looking into homeowners' allegations of soil compaction tests results that fell short of builders' architectural requirements but were approved by the city anyway.

Regarding the above, I am requesting comment on the following for an article concerning residential construction practices in Florida municipalities:

1. Does the City of Ocean Breeze accept soil density and compaction testing reports prepared by private engineering firms (such as GFA International) to satisfy requirements for issuing building permits and/or Certificates of Occupancy?
2. If so, is the testing firm selected and paid directly by the builder or developer, or does the City contract or approve firms independently?
3. What oversight, if any, does the City exercise to independently verify the accuracy of soil compaction certifications submitted by private firms?
4. Has the City ever rejected a soil density or compaction report submitted by a private provider? If so, under what circumstances?
5. Are there any internal policies, ordinances, or additional standards the City applies beyond what is authorized under Florida Statutes § 553.791 (the "Private Provider" law)?

I would appreciate a response by Friday, May 3, 2025, if possible. If additional time is needed, please let me know. Attribution will be provided unless you request otherwise.

Thank you very much for your time and assistance.

Sincerely,
Jenny Ahn

Hunterbrook
Jenny Ahn
Senior Investigator

Regarding the above, I am requesting comment on the following for an article concerning residential construction practices in Florida municipalities:

1. Does the City of Ocean Breeze accept soil density and compaction testing reports prepared by private engineering firms (such as GFA International) to satisfy requirements for issuing building permits and/or Certificates of Occupancy? **Yes, we are required by Florida Statute.**
2. If so, is the testing firm selected and paid directly by the builder or developer, or does the City contract or approve firms independently? **Yes, they are selected and paid for directly by the Builder.**
3. What oversight, if any, does the City exercise to independently verify the accuracy of soil compaction certifications submitted by private firms? **After speaking to the Building Official, we understand that the Town does not independently verify because the certificates are signed and sealed by a professional engineer who attests that it meets the requirements of the approved plan.**
4. Has the City ever rejected a soil density or compaction report submitted by a private provider? If so, under what circumstances? **To the best of the Building Official's knowledge, we have not.**
5. Are there any internal policies, ordinances, or additional standards the City applies beyond what is authorized under Florida Statutes § 553.791 (the "Private Provider" law)? **Yes, please see attached.**

Disclaimer: Please be advised that the Town staff has endeavored to answer these questions accurately and these responses do not bind the Town.

Memorandum

TO: **TOWN COUNCIL AND MAYOR**

FROM: **HOLLY VATH, FINANCIAL CONSULTANT**

SUBJECT: **QUARTERLY FINANCIAL REPORT**

DATE: **MAY 1, 2025**

Attached is the quarterly financial report for the second quarter of fiscal year 2025.

Revenue

The total budgeted revenues were \$169,832, the Town received \$177,416 which is \$7,584 more than budgeted. ½ Cent sales tax remains below budget. There is a one-month lag in this revenue, so we anticipate receiving the budgeted revenue. Also, \$5,983 was collected in the new Martin County discretionary sales tax. Building permit revenue is slightly more than budget, a majority coming from the Sun Communities permits issued. Interest income is slightly below budgetary expectations. The federal funds rate has declined from last fiscal year, should additional reductions occur in the federal funds rate, interest income may remain below budget. The FL Class 30-day yield is 4.40%

Expenditures

The total budgeted expenditures through March 31, 2025, were \$162,297. The Town spent \$161,520 which is \$777 less than budgeted. Accounts of special note are the two Code Compliance accounts. Both accounts are over budget and a budget amendment will be needed before year-end. There are currently some saving in General Government expenses which are offsetting the over-budget amounts in Public Safety. A significant amount of time continues to be spent on resolving the outstanding PUD items at Seawalk. Staff anticipate bringing a budget amendment before year-end to address the over budget items. The only available funding would be the additional use of reserves.

The positive net income will reverse with the utilization of budgeted reserves.

**Town of Ocean Breeze General Fund
Profit & Loss Budget vs. Actual
October 2024 through March 2025**

	Oct '24 - Mar 25	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
6001 · Taxes from other Governments			
312300 · State Fuel Tax	2,161.42	1,719.00	442.42
312410 · Local Option Gas Tax	13,006.72	11,224.98	1,781.74
312420 · New Local Option Gas Tax	9,450.19	11,224.98	-1,774.79
314200 · Local Communications Svc Tax	2,940.89	2,949.96	-9.07
335120 · State Revenue Sharing	9,946.54	7,830.96	2,015.58
335140 · Mobile Home Tags	1,517.75	1,549.98	-32.23
335150 · Alcoholic Beverage Licenses	0.00	1,149.96	-1,149.96
335180 · 1/2 Cent Sales Tax	34,941.22	43,269.96	-8,328.74
335190 · Discretionary Sales Tax	5,983.12		
Total 6001 · Taxes from other Governments	79,847.85	80,919.78	-1,071.93
6002 · Licenses & Permits			
322000 · Building Permits	11,745.37	9,999.96	1,745.41
338200 · Occupational Licenses	92.95	249.96	-157.01
Total 6002 · Licenses & Permits	11,838.32	10,249.92	1,588.40
6003 · Other Fees for Services			
322001 · Fire Inspections	0.00	0.00	0.00
Total 6003 · Other Fees for Services	0.00	0.00	0.00
6004 · Investment & Other Earnings			
361000 · Interest Income	8,815.61	9,999.96	-1,184.35
Total 6004 · Investment & Other Earnings	8,815.61	9,999.96	-1,184.35
6005 · Ad Valorem Revenue			
312100 · Ad Valorem	66,914.17	68,662.00	-1,747.83
Total 6005 · Ad Valorem Revenue	66,914.17	68,662.00	-1,747.83
6007 · Miscellaneous Income			
369000 · Misc Inc - MCSB Admin Fee, Etc.	10,000.00	0.00	10,000.00
Total 6007 · Miscellaneous Income	10,000.00	0.00	10,000.00
Total Income	177,415.95	169,831.66	7,584.29

Town of Ocean Breeze General Fund Profit & Loss Budget vs. Actual October 2024 through March 2025

Expense	Oct '24 - Mar 25	Budget	\$ Over Budget
6101 · General Government			
513150 · Gross Payroll	27,037.50	22,749.96	4,287.54
513297 · Grant Management Consultant	0.00	0.00	0.00
513301 · Management Consultant	7,838.00	14,000.02	-6,162.02
513302 · Rent	9,026.54	7,452.48	1,574.06
513304 · Communications / Website	5,912.68	7,324.98	-1,412.30
513305 · Engineering	7,466.25	2,499.96	4,966.29
513306 · Accountant	510.00	3,999.96	-3,489.96
513308 · Insurance W/C	497.00	5,000.00	-4,503.00
513309 · Insurance Package	23,576.00	27,000.00	-3,424.00
513311 · Public Advertising Notices	0.00	1,999.98	-1,999.98
513312 · Office Equipment & Supplies	4,620.47	5,332.50	-712.03
513313 · Postage	493.00	499.98	-6.98
513314 · Petty Cash	0.00	0.00	0.00
513315 · Audit	0.00	0.00	0.00
513316 · Utilities	298.10	360.00	-61.90
513317 · Dues	1,182.00	782.46	399.54
513318 · Mileage Reimb. - Clerks	37.45	150.00	-112.55
513319 · Conferences & Travel - Council	3,030.12	3,450.00	-419.88
513321 · Election Expenses	0.00	999.96	-999.96
513324 · Special Project-Digitizing	0.00	0.00	0.00
513326 · Special Projects	3,038.50	6,000.00	-2,961.50
513820 · Contributions	0.00	499.98	-499.98
514100 · Legal Counsel	12,127.50	12,000.00	127.50
514200 · Computer Services	7,611.66	5,700.00	1,911.66
531110 · Payroll Taxes - Fica	1,676.34	1,414.98	261.36
531111 · Payroll Taxes - Medicare	392.04	330.00	62.04
Total 6101 · General Government	116,371.15	129,547.20	-13,176.05
6102 · Public Safety			
524200 · Building Official Services	7,750.00	13,500.00	-5,750.00
524210 · Building Code Compliance Ser	7,423.75	3,999.96	3,423.79
524220 · Code Compliance Legal	17,467.50	2,499.96	14,967.54
524300 · Fire Safety Inspector	0.00	249.96	-249.96
524310 · Permit Processing Services	11,767.50	9,999.96	1,767.54
Total 6102 · Public Safety	44,408.75	30,249.84	14,158.91

Town of Ocean Breeze General Fund
Profit & Loss Budget vs. Actual
 October 2024 through March 2025

	Oct '24 - Mar 25	Budget	\$ Over Budget
6104 - Transportation			
541300 - Road and Street Maintenance	0.00	1,599.96	-1,599.96
541301 - Street Lights	740.21	900.00	-159.79
Total 6104 - Transportation	740.21	2,499.96	-1,759.75
Total Expense	161,520.11	162,297.00	-776.89
Net Ordinary Income	15,895.84	7,534.66	8,361.18
Net Income	15,895.84	7,534.66	8,361.18

CONSULTING SERVICES CONTRACT

THIS CONSULTING SERVICES CONTRACT (the "Contract") is made and entered into this **12th day of May, 2025**, by and between the TOWN OF OCEAN BREEZE, Florida, a municipal corporation, 1508 NE Jensen Beach Blvd., Jensen Beach, Florida 34957, Martin County, Florida ("Town"), and DAN HUDSON, 5056 SE Bent Wood Drive, Stuart, FL 34997 ("Hudson").

The Town retains Hudson as a Consultant, to provide Town Management Consulting Services to the Town as an independent contractor in accordance with the terms and conditions hereafter set forth:

1. Hudson shall provide services to the Town for an indefinite term. Hudson shall provide Town Management Consulting Services until such time as the Contract is terminated by one of the parties giving written notice to the other party. This Contract may be terminated at any time and for any reason, without cause, by the Mayor on behalf of the Town, by majority vote of the Town Council, or by Hudson, upon one (1) week notice to the other party.
2. Hudson may receive work assignments orally or in writing and shall report regularly to Mayor and Town Council as appropriate. Hudson will utilize his professional experience and judgement to make recommendations to the Mayor and Town Council. Hudson may not bind the Town to contracts or agreements without approval from the Mayor or Town Council.
3. During the term of this Contract, Hudson shall be compensated for his services at the rate of \$125.00 per hour. Hudson will bill on the quarter (1/4) hour. The amount billed by Hudson shall be for work performed, and billed on a monthly basis. Hudson is an independent contractor, by virtue of his using his own means and methods to complete work assigned, setting his own hours of work, using his own equipment (partially), and charging additionally for actual expenses incurred. Hudson shall not bill for travel within fifty (50) miles of the Town offices, but shall otherwise be reimbursed for travel and lodging expenses related to services deemed necessary by the Town and approved in advance by the Mayor or Town Council as appropriate. Hudson shall not receive any Town employment salary or benefits, retirement plan participation; group medical insurance; holiday, vacation or sick time compensation or the like. The Town agrees to pay Hudson for all work performed through the date of withdrawal or termination.
4. During the entire term of this Contract, Hudson shall provide and maintain insurance coverage, naming the Town on a Certificate of Insurance for general liability in the aggregate amount of not less than \$750,000.00 per occurrence, and the Town shall be named as additional insured.

CONSULTING SERVICES CONTRACT
TOWN OF OCEAN BREEZE and DAN HUDSON

Town:

Hudson:

Karen Ostrand, Mayor
Town of Ocean Breeze, Florida

Dan Hudson, Consultant

Memorandum

TO: TOWN COUNCIL AND MAYOR

FROM: HOLLY VATH, FINANCIAL CONSULTANT

SUBJECT: PURCHASING CARD PROGRAM

DATE: MAY 4, 2025

Purchasing cards establish a line of credit through a bank, while debit cards deduct money directly from a bank account. Purchasing cards offer better consumer protection against fraud than debit cards linked to a bank account.

The Town is currently utilizing a debit card for small dollar transactions, travel, membership dues, conferences, and training. The card is attached directly to the Town's bank account. This creates a greater fraud risk than utilizing a purchasing card. Purchasing cards are issued by a bank and function in the same manner as a credit card. Fraudulent transactions can be disputed, and the Town would not have a direct loss while a transaction is in dispute.

The Town can utilize a state purchasing agreement to establish a purchasing card program with Bank of America. Attached is a draft policy and the agreement needed to establish the program.

PURCHASING CARD POLICY AND PROCEDURES

SECTION I INTRODUCTION

WHAT IS A PURCHASING CARD?

A purchasing card (“p-card”) is an acceptable alternate method to purchase and pay for goods and services for the Town. Cardholders are authorized to deal directly with vendors for purchases of goods and services using a credit card. These purchases are only for official business on behalf of the Town. The p-card is a credit card and must be handled with the same care and security as your personal credit card.

The Town of Ocean Breeze Purchasing Card Program is designed to improve efficiency in acquiring and processing approved purchases from any vendor that accepts a purchasing card.

Each purchasing card is issued to a specific Town employee or officials and the Town of Ocean Breeze is shown on the card as the governmental buyer of the goods and services.

A. PURPOSE

The purpose of the Purchasing Card Policy and Procedures Manual is to establish Policy and procedures to control and manage the use of purchasing cards assigned to and utilized by Town employees or officials. These Policy and procedures are intended to accomplish the following:

- To ensure that appropriate internal controls are established so that purchasing cards are used only for authorized purposes.
- To ensure that the Town bears no legal liability for the inappropriate use of purchasing cards by Town employees.
- To provide for disciplinary action if the purchasing card is misused.

Some advantages of the Purchasing Card Program are the various ways that limits and restrictions can be imposed on the cardholder. These features allow the Town to tailor the Program to fit its needs and to extend purchasing responsibility, while maintaining control and increasing accountability.

B. SUMMARY OF RESPONSIBILITIES

The following is a summary of the responsibilities of the departments and cardholders.

1. Cardholder Responsibilities

- Hold and secure purchasing card.
- Ensure that sufficient funds exist to cover items being purchased.
- Collect and retain all sales receipts.
- Match receipts with the monthly billing statement and submit a timely reconciliation.

- Review monthly billing statements for validity of all transactions.
- Identify disputed charges - contact Bank of America directly about the disputed transaction and provide the information necessary to begin the resolution process.
- Complete the monthly purchasing card reconciliation and certification process in a timely manner.

2. Town Manager Responsibilities

- Request purchasing card for designated employees or officials.
- Determine spending limits within established guidelines and communicate all set parameters, as well as any subsequent changes thereto, to all affected parties.

3. Town Clerk Responsibilities

- Review monthly billing statements for each cardholder.
- Verify the appropriateness of general ledger codes.
- Forward approved monthly billing statements with supporting receipts and the purchasing card Reconciliation and Certification form for each cardholder to the Finance Department, and communicate any irregularities. The cardholder Statement of Disputed Items form must be included when a dispute has not been resolved.
- Coordinate and maintain internal controls.
- Coordinate issuance and cancellations of cards.
- Maintain Policy, procedures, and cardholder guides and manuals.
- Report to the Town Manager as to the status of the Purchasing Card Program, and any irregularities or issues.
- Inactivate and destroy cards, when necessary.
- Receive approved monthly billing statement reconciliations from all cardholders.
- Receive consolidated monthly billing statement from Bank of America.
- Confirm that all statements, reconciliations, and all documentation are complete and was authorized.
- Pay all charges from consolidated billing statement.
- Post account data into the financial reporting system.
- File and store statements, receipts, and other related information.

SECTION II PROCEDURES

A. ASSIGNMENT AND CONTROL OF THE PURCHASING CARD

1. Purchasing Card Requests and Issuance

- Purchasing cards are issued to individual employees or officials.
- The purchasing card has the employee's name, the Town's name, the sales tax exemption number, and the expiration date embossed on the face of the card. The purchasing card provider will not have a cardholder's personal information other than the cardholder's work address and work phone contact number. No credit records, social security numbers, or other personal information of the cardholder are maintained by the purchasing card provider.
- Requests for new cardholders require the submission of a Purchasing Card Request form (Attachment 1). The completed form shall be forwarded to the Town Manager for review and approval.
- Prior to the new cardholder taking receipt of the card, the employee or official must review the Purchasing Card Policy.

2. Lost or Stolen Purchasing Cards

- If a purchasing card is lost or stolen, the cardholder must immediately notify Bank of America of the lost, stolen, or misplaced card at the first opportunity during normal business hours.
- Failure to promptly notify Bank of America of a lost or stolen purchasing card could make the Town responsible for any fraudulent use of the card.
- The cardholder is responsible for reporting all information necessary to reduce liability to the Town for a lost or stolen card.

B. LIMITATIONS ON USE OF PURCHASING CARDS

1. Cardholder Use

- The purchasing card may be used **only** by the employee or official whose name is embossed on the card. No other person is authorized to use the card. All precautions shall be taken to maintain confidentiality of the cardholder's account number and expiration date of the purchasing card. The cardholder is responsible and accountable for all transactions that occur on the card.

2. Town Purchases

- The purchasing card is to be used for Town authorized purchases **only**. The purchasing card **must not** be used for any personal purchases and any such use requires immediate reimbursement to the Town and **may result in disciplinary action or criminal charges.**

3. Dollar Limitations

- The Town Manager will set two limits for each cardholder:
 - * A single purchase limit not to exceed the small purchases threshold; and
 - * A monthly limit (cycle limit).

Each time a cardholder makes a purchase with the p-card, these limits will be checked automatically and the authorization request will be declined should the amount exceed the limitations. Request for spending limit changes or additional limitations should be authorized by the Town Manager.

4. Prohibited Uses of Purchasing Cards

- The following types of items may **not** be purchased with a purchasing card, regardless of the dollar amount:
 - * Cash advances;
 - * Purchase of food and beverages for non-Town business purposes. (Refer to Article 5 below.)

5. Food and Meal Purchases

- The purchase of food or beverages for Town programs, events, activities, or Town-hosted professional organization functions, are permitted provided they serve **a clear public purpose**.
- Meal purchases for Town staff shall only be made during emergencies when it is necessary for an employee to work through meal periods and **require prior written approval from the Town Manager**.
- All other food and beverage purchases are **not** authorized by the Town, including, but not limited to, staff meetings, work group meetings, board and committee meetings, per diem meals while traveling, employee birthdays and appreciation celebrations, and other such activities.

6. Purchasing Card Security

- Your purchasing card should always be treated with at least the same level of care that you take with your own personal credit cards.
 - * Storage - Keep your purchasing card in an accessible, but secure location. Since you, as the cardholder, will be the only one using the purchasing card, it needs to be accessible only to you.
 - * Account Number - Protect the purchasing card account number carefully! Do not post it at your desk or write it in your day planner.

- * Sharing (or use by someone other than the cardholder) - The only person authorized and entitled to use the purchasing card is the person whose name appears on the face of the card. Do not lend your purchasing card to another person for use.

C. COMPLETING TRANSACTIONS WITH VENDORS

1. Prerequisites for Purchases

- Ensure that the goods or services to be purchased have approval, and budgeted funds are available.
- Determine if the intended purchase is within the cardholder's purchasing card spending limits.
- Inform the vendor that the purchase is tax-exempt and provide a copy of the Town's tax exemption certificate. Review the receipt **before** leaving the store or accepting the goods or services, and if taxes were included, request a credit.
- If using the purchasing card for travel, membership dues, conferences, training, or other transactions that require prior approval, make sure all appropriate forms are completed and approved prior to making the purchase.

2. Documentation for Purchases

- When a purchase is made, the cardholder shall obtain the customer's copy of the charge slip or receipt, which will become part of the reconciliation documentation. If the receipt does not clearly designate the items purchased, attach a detailed listing.
- The charge slip or receipt shall be retained by the cardholder.
- Purchases made in Florida and for use in Florida are exempt from sales and use taxes. The Town's tax-exempt identification number is printed on the face of the purchasing card.
- All items purchased by telephone or e-mail must be delivered to the Town within the 30-day billing cycle. The order should not be placed without this assurance.

3. Missing Documentation

- If for some reason the cardholder does not have documentation of transactions to send with the monthly statement, the cardholder shall request a copy of the receipt from the vendor. Any charges incurred are the responsibility of the cardholder. Continued incidents of missing documentation will result in the suspension or cancellation of the cardholder's purchasing card.

4. Monthly Statements

- The purchasing card provider will provide an individual billing statement to the cardholder, and one consolidated billing statement for all cardholders to the Town Clerk. The individual billing statement will list all transactions processed during the billing cycle.
- Charge slips or receipts for all items listed on the billing statement **must** be attached to the billing statement in the order they appear.

- All purchasing card charges will be posted to the designated general ledger account number by the Town Clerk.

D. DISPUTES

A dispute occurs when a cardholder questions a transaction that has been charged to the cardholder's p-card. If the purchase made was an unauthorized purchase, then the transaction must be disputed. If items purchased with the purchasing card are defective, the cardholder must return the items to the vendor for replacement or credit. If the service paid for with a purchasing card is deficient or was not provided, the vendor must be notified and asked to correct the situation or provide a credit. If the vendor refuses to replace or correct the defective item or service, the purchase must be disputed. If the quantity of items received is less than the charge, then the transaction must be disputed.

The following steps must be taken to ensure prompt settlement of disputes:

- If a cardholder finds an unauthorized purchase has been made with their purchasing card information, they must contact Bank of America **immediately** to begin the dispute process.
- If the item(s) purchased are defective or billed incorrectly, the cardholder must contact the vendor and attempt to resolve the issue **immediately**. If the cardholder and the vendor cannot come to a resolution, the cardholder must immediately contact Bank of America directly to have the transaction placed in a disputed status.
- It is the responsibility of the cardholder to follow through with the vendor or Bank of America to ensure all disputed transactions are resolved in a timely manner.

Exhibit F

State of Florida Purchasing Card Program Eligible User Agreement

In accordance with State Term Contract No. 84121500-15-01

The State of Florida Department of Management Services (“Department” or “DMS”) has agreed that State Agencies and local government entities in the State of Florida (each an “Eligible User”) may utilize the purchasing card program of the State of Florida (“Purchasing Card Program”) as the basis for establishing a purchasing card program with an Eligible User.

This Eligible User Agreement (the “Agreement”) is entered into by [*Insert Eligible User name*] (the “Eligible User”) and [vendor] (the “Contractor”) as of the date last signed by the parties (the “Effective Date”). By signing this Agreement, the Eligible User requests, and the Contractor agrees to provide to the Eligible User, the corporate purchasing card services set forth in State Term Contract number 84121500-15-01. Incorporated documents do not negate the provision of the Contract. Any product, service or maintenance provisions that do not comply with Florida law or require an Eligible User to indemnify the Contractor are invalid. The Eligible User and the Contractor agree as follows:

- A. All defined terms in the Contract apply to this Eligible User Agreement.
- B. By signing this Eligible User Agreement, the Eligible User and the Contractor agree to be bound by the terms of this Eligible User Agreement and the Contract in the performance of their obligations. By signing below, the Eligible User represents that a copy of the Contract has been provided or made available to it.
- C. With regard to Eligible User participation, the following applies:

1. Eligible User Warranties.

The Eligible User represents and warrants to the Contractor that:

- 1.1 it is an Eligible User, as defined under the Contract;
- 1.2 it is contracting for purchasing card services with the Contractor, and its performance of its obligations under this Agreement and the Contract will not violate any law, regulation, judgment, decree or order applicable to it; and
- 1.3 it desires to utilize the Purchasing Card Program (“Program”) of the Department as the basis for establishing a purchasing card program.

The Eligible User acknowledges and agrees that, notwithstanding anything to the contrary in the Contract, the Contractor will provide the Department and DFS with access to the following information: (i) Eligible User’s name and agreement to the provisions of the Contract and the Agreement; (ii) data related to the Eligible User’s Cardholder Transactions and use of the purchasing card program; and (iii) amount of rebate paid by the Contractor to the Eligible User under the Program.

Exhibit F

2. Contractor's Obligations.

2.1 Card Accounts. The Contractor will open Card Accounts, upon the Eligible User's request, which Cardholders may use to conduct Transactions for the Eligible User's business. All Transactions made on a Card Account are considered authorized by the Eligible User unless the Contractor receives, and has had a reasonable period of time to act upon, written notice from the Eligible User that the Cardholder is no longer authorized to use the Card or the Card Account.

At the Eligible User's request, the Contractor may also establish a Cardless Account. If an OEU so requests, the Contractor will provide to the Cardholder, at the address the OEU specifies, a Billing Statement reflecting the Cardholder's use of the relevant Card Account.

2.2 External Fraud. The Contractor will assume the financial liability for all external fraud if the Eligible User or Cardholder has not authorized or participated in the specific Transaction. If there is internal fraud or collusion, the Contractor will deliver misuse insurance provided by the card network to help the Eligible User with recovery from card networks.

3. Eligible User's Obligations.

3.1 The Eligible User shall use each Card Account solely for business purposes, and shall pay according to section 13, Exhibit C, Special Contract Conditions, for each Transaction, regardless of its purpose or whether the Eligible User signed a sales draft or received a receipt.

3.2 The Eligible User represents and warrants to the Contractor that each Cardholder is a current employee, or for OEU's, an employee or agent of the OEU. If a Cardholder ceases to be the Eligible User's employee or agent, the Eligible User must provide notice as soon as practicable and destroy or return to the Contractor as soon as practicable the Card allocated to that Cardholder.

3.3 The Eligible User will promptly furnish such financial and other information as the Contractor requests for the purpose of reviewing the Eligible User's ability to perform the Eligible User's obligations to the Contractor. Notwithstanding the foregoing, the financial information for State Agencies is located at:

http://www.myfloridacfo.com/aadir/statewide_financial_reporting/index.htm. The Eligible User represents and warrants that all information about the Eligible User, its employees, and agents is accurate and sufficiently complete to give the Contractor accurate knowledge of the Eligible User's financial condition.

3.4 The Eligible User and each Cardholder will check to ensure that the information on each new Card is correct, and the Eligible User will contact the Contractor if there is an error.

3.5 The Statewide Purchasing Card Administrator or OEU Eligible User must give Contractor prompt written notice of any addition, deletion or change of its Purchasing Card Administrator.

Exhibit F

3.6 The Eligible User is responsible for maintaining the security of its data outside the Contractor's or Contractor's vendors' systems. The Contractor is responsible for maintaining the security of the Eligible User's data on the Contractor's or Contractor's vendors' systems.

3.7 Compliance with Law. The Eligible User must comply, and ensure that its Cardholders and Transactions comply with all laws to which the Eligible User, the Cardholder or the Transaction may be subject, including all AML/Sanctions Laws. The Eligible User must provide all notifications or information necessary to allow the Contractor to comply with obligations under any AML/Sanctions Laws, including (if necessary) providing any information required to establish and verify the identity and background of any Cardholder. The Eligible User represents and warrants to the Contractor that the performance of its obligations will not violate any law or facilitate illegal transactions.

3.8 OFAC Covenant. The Eligible User covenants that it will not use or permit any Cardholder to use, any Card, Cardless Account, Cash Advance or Convenience Check to transact, lend, contribute, or otherwise make available funds to any Subsidiary, joint venture partner or other individual or entity ("Person"), to fund any disallowed activities of or business with any Person, in Cuba, Iran, North Korea, Sudan, Syria, or in any country or territory, that, at the time of such funding, is the subject of any Sanctions, or in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as advisor, investor or otherwise) of Sanctions.

3.9 Credit Limit. The Contractor will establish one total credit limit for all Card Accounts issued to the Eligible User and all of its Cardholders. The Eligible User shall determine an individual credit limit for each Cardholder Account which is part of any of its Card Accounts issued to the Eligible User and all of its Cardholders. The individual credit limits for each Cardholder Account, when aggregated, may exceed the total credit limit for all Card Accounts issued to the Eligible User and all of its Cardholders. However, this will not increase the total credit limit. Upon the Eligible User's request and if approved by the Contractor, the Contractor may increase the total credit limit or any individual limit. The Contractor may decrease the total credit limit or any individual limit in its reasonable discretion with notification to the Eligible User as soon as practicable, but in no event later than the same date as the decrease.

3.10 Transactions Exceeding the Credit Limit. The Eligible User agrees not to incur obligations which would cause the total credit limit for all Card Accounts to be exceeded. The Contractor will make available online tools and standard reporting to monitor cardholder activity. If the Eligible User exceeds the total credit limit for all Card Accounts, the Contractor may refuse any Transactions on all Card Accounts. The Contractor also may require the entire balance owing on the most recent Billing Statement to be immediately due and payable before further use of Card Accounts. If the Eligible User's individual Card limit is exceeded and that individual Cardholder Account is individually billed, the Contractor may (i) refuse any Transactions applicable to that Cardholder Account until a payment is made to reduce the balance below the individual Cardholder's credit limit or until the Eligible User increases that Cardholder's credit limit; and (ii) charge the Eligible User a fee as set in the Schedule of Charges in Exhibit H.

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3.11 Currency Conversion. If an Eligible User or its Cardholders make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate.

3.12 International Transaction Fee. The Contractor may add a fee to the U.S. dollar amount of any Transaction that is made in a foreign currency (the "International Transaction Fee"). The International Transaction Fee is set in the Schedule of Charges in Exhibits G and H.

4. Disputes with Merchants and Suppliers.

4.1 Disputes with Merchants and Suppliers. The Contractor will have no liability for goods or services purchased with, or for a Merchant's or Supplier's failure to honor purchases made with a Card Account. If the Eligible User has any questions, problems or disputes concerning the quality of any goods or services purchased using a Card Account or Card, a purchase price discrepancy, warranty or other performance issues or any other purchase matter, the Eligible User must contact the Merchant or Supplier directly. The Eligible User may not rely on any claim or dispute concerning the purchase of goods or services using a Card Account or Card as a reason to avoid the Eligible User's payment obligations under the Contract. Notwithstanding the foregoing, when the Contractor processes any request for a Transaction refund through a card network on the Eligible User's behalf, which for the avoidance of doubt shall be processed in accordance with the operating rules and regulations of such card network, the Eligible User agrees that, in a dispute with a Merchant or Supplier, the Contractor will be subrogated to the Eligible User's rights and each Cardholder's rights against the Merchant or Supplier and the Eligible User will assign (and cause the Cardholder to assign) to the Contractor the right to assert a billing error against the Merchant or Supplier. The Eligible User will, and will cause the Cardholder to, do whatever is necessary to enable the Contractor to exercise those rights. The Contractor may reverse from any Card Account any Transactions relating to the dispute.

4.2 Authorization for Transactions. A Merchant or Supplier may seek prior authorization from the Contractor before completing a Transaction. If the Eligible User advises the Contractor in writing that the Eligible User desires to restrict Transactions to Merchants falling within certain categories the Contractor designates, to the extent consistent with the Statement of Work and the Contract, the Contractor will take reasonable steps to prevent authorization of Transactions from other types of Merchants. The Contractor, however, will not be liable to the Eligible User if Merchants or suppliers nonetheless accept a Card for other types of Transactions, or if authorization for a Transaction is not given. The Contractor may also refrain from authorizing a Transaction for any reason in the Contractor's reasonable discretion.

4.3 Forms of Consent. If a Transaction is made using a Card or a Card Account number, the Eligible User needs to consent to the Transaction (whether by a Cardholder giving consent or

Exhibit F

otherwise) so that the Contractor can make sure that it is genuine. A Transaction can be consented to by:

- i. using a Card with the relevant card PIN or a signature;
- ii. using the account number and other details requested;
- iii. presenting a Card to the supplier's terminal if the Transaction is made using contactless technology; or
- iv. such other means as the Department and the Contractor may from time to time agree.

The Contractor may deem Transactions which have not been consented to in one of the above manners to be unauthorized and the Contractor may decline to process such Transactions. This is in addition to any other rights the Contractor has to decline Transactions according to Eligible User Agreement Sections 4, 5.1, or 5.2 (disputes, authorizations and Unauthorized Use).

5. Lost or Stolen Cards; Unauthorized Use.

5.1 Authorization Denials. The Contractor may refrain from authorizing any Transaction:

- i. if the Contractor suspects that the Transaction is or might be fraudulent or unlawful or for the purpose of any fraudulent or unlawful activity;
- ii. if the Contractor suspects that the Transaction constitutes or might constitute Unauthorized Use as defined in Section (3)(yyy), Exhibit A, Definitions; or
- iii. if to authorize that Transaction would cause the Contractor to breach any law (including any AML/Sanctions Laws by which the Contractor must abide).

5.2 Failure to Authorize. Subject to applicable law, the Contractor will not be liable to the Eligible User if the Contractor fails to authorize or declines any Transaction for any reason. If a Transaction is not authorized or declined, the Eligible User may seek, and the Contractor will provide, reasonable assistance in investigating and resolving the declined or unauthorized Transaction.

5.3 Reporting a Loss, Theft or Unauthorized Use; Assisting with Investigations. In the event of a possible loss or theft of a card, or Card Account or possible Unauthorized Use, the Eligible User will give the Contractor notice as provided in section 10.6, Exhibit D, Statement of Work, or using the Solution. The Eligible User agrees to give the Contractor this notice as soon as reasonable after discovery of the known or suspected loss or theft or Unauthorized Use. If notice is provided and the Eligible User assists the Contractor in investigating the loss, theft or possible Unauthorized Use, then the Eligible User will not be liable for Transactions resulting from Unauthorized Use. If the Contractor has issued fewer than ten Card Accounts to the Eligible User, the Eligible User's liability for Transactions by a person who does not have actual, implied or apparent authority to use the Card, or Card Account and whose use does not result in a direct or indirect benefit to the Eligible User, will not exceed \$50 on each Card.

6. License to Use the Eligible User's Marks.

Upon the Eligible User's request, the Contractor may place the Eligible User's trademark, trade name, service mark and/or designs ("Eligible User's Marks") on the Cards consistent with

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section 10, Exhibit D, Statement of Work. The Eligible User will provide the graphics to the Contractor in sufficient time to allow for review and approval by the Contractor and, if necessary, the respective card network. The Eligible User or the State, as applicable, grants to the Contractor a non-exclusive license to use, during the term of the service, Eligible User's Marks on the Cards.

7. Convenience Checks.

In the event the Contractor provides Convenience Checks with regard to an OEU Card Account, the Convenience Checks may not be used to make payment on the Card Account. The Contractor may pay a Convenience Check and post its amount to the Card Account regardless of any restriction on payment, including a Convenience Check that is post-dated, that states it is void after a certain date or that states a maximum or minimum amount for which it may be written. Once paid, Convenience Checks will not be returned to the OEU or the Cardholder.

If an OEU wishes to stop payment on a Convenience Check, it must call the Contractor at the customer service number shown on the Billing Statement and provide such information as the Contractor requests or is required under the relevant User Documentation. The Contractor will stop payment if the request is received on or before the Business Day on which the Contractor would otherwise pay the Convenience Check. The date on which the Contractor would pay a Convenience Check may be prior to the date it would post to the Card Account. A stop payment order will remain in effect for up to six months.

8. Cardless Accounts; Accounts not in Name of Individual.

The Contractor may establish a Cardless Account or establish a Card Account with a designation which is not an actual individual, including, without limitation, designation of a vehicle identification number, license number, department name or "Authorized Representative" on the Card Account if requested by the Eligible User. The Eligible User may provide the number associated with the Cardless Account to its Cardholders. The Eligible User agrees to be solely responsible for the use of any such Cardless Account or Card Account, including, without limitation, any Unauthorized Use. The Contractor will however assist the Eligible User with any disputed transaction as described in Section 4.

9. Statements and Payment.

For Eligible Users see section 13, Exhibit C, Special Contract Conditions. For OEUs, see Sections 9.1 – 9.5.

9.1 Issue of statements. The Contractor will provide to the Card Administrator, or other person the OEU designates in writing, a Billing Statement which will identify each Transaction posted during the billing cycle and the date of the Transaction. The Billing Statement will also list any applicable fees and charges for a Service. If the OEU has requested a Card Account for travel and entertainment Transactions, the Contractor will provide, upon the OEU's request, an additional copy of the Billing Statement covering such use of the relevant Card Account to the appropriate Cardholder at the address which the OEU or the Cardholder provides to the

Exhibit F

Contractor. The OEU agrees that the Contractor may provide Billing Statements or make Billing Statements available by electronic means, including by way of electronic mail or a Website.

9.2 Review of statements. On the OEU's receipt of a Billing Statement, the OEU must review it and notify the Contractor by telephone (using the appropriate telephone number set out in the Billing Statement), electronic mail, or other method that may be agreed upon by the parties of any Transaction appearing on that statement which the OEU considers may have resulted from any Unauthorized Use. The OEU must give this notice as soon as practicable but in any event not later than 60 days after the OEU receives the Billing Statement. If the OEU opts to have individual statements sent to individual Cardholders, the OEU must ensure that each relevant Cardholder complies with the provisions of this Section 9.2. Subject to the requirements of any applicable laws, if the OEU does not (or if a relevant Cardholder does not) give the Contractor notice in accordance with this Section 9.2, the Contractor may not be liable to refund any amounts relating to that Transaction.

9.3 Payment of statement amount. The OEU will pay, or ensure that the relevant Cardholder pays on the OEU's behalf, to the Contractor the total amount shown as due on each Billing Statement on or before the Payment Due Date shown on the statement. If the Contractor does not receive payment in full by the specified due date, in addition to its other rights, the Contractor may assess a late fee and finance charge as set in the Schedule of Charges for the OEU in Exhibit H. The OEU has no right to defer any payment due on any Card Account. For the avoidance of doubt, if individual billing applies, the Contractor will collect from the OEU for any amount due which is not paid by a Cardholder.

9.4 Service fees. The OEU will pay the Contractor for a Service set in the Schedule of Charges in Exhibit H.

9.5 Account identification. If an OEU or any Cardholder makes any payment to the Contractor in connection with a Card Account, it must, or ensure that the Cardholder must, at the same time provide the Contractor with either the account number or the Card number. The Contractor shall not be liable for any delay in crediting any such payment or recording any Transaction, where this information is not provided to the Contractor in accordance with this Section 9.5.

10. Termination.

10.1 All terminations are contingent on written notice. The following events may be the basis for termination for default:

10.1.1 If an Eligible User fails to pay when due undisputed charges totaling at least two months' charges under the Contract and fails to make such payment within fifteen (15) days after receipt of written notice of non-payment from the Contractor referencing this section, and stating that the Contractor intends to terminate the Eligible User Agreement for nonpayment, then the Contractor may terminate the Agreement as of the date specified by the Contractor in a separate written notice of termination. This notice is contingent on prior completion of a dispute resolution process between the parties.

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10.1.2 If an Eligible User fails to comply with any material law or regulation controlling its operation, including AML or Sanctions Law, the Contractor has the right to file a notice of termination immediately, which notice shall specify the asserted non-compliance and attach supporting evidence.

10.1.3 If an Eligible User materially breaches any of the terms and conditions of this Agreement, and does not cure or commence a cure of the breach within 30 days of written notice, then the Contractor has the right to file an immediate notice of termination contingent on prior completion of a dispute resolution process between the parties.

10.2. If an Eligible User experiences a material adverse change in the Eligible User's financial condition and the Eligible User's ability to perform its obligations under the terms of the Eligible User Agreement are negatively impacted, then the Contractor may terminate the specific Eligible User Agreement after providing written notice referencing this section and stating that the Contractor intends to terminate the Eligible User Agreement as of a date specified in the notice of termination. This notice is contingent on prior completion of a dispute resolution process between the parties.

10.3 Upon any termination of an Eligible User Agreement, the Eligible User will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards. The Eligible User's responsibility to pay for all undisputed Transactions regarding each Card Account will continue until the Eligible User notifies the Contractor to close the Card Account or until the Eligible User pays for all Transactions entered into before the Contractor closes the Card Account to future use, whichever occurs later. The Contractor and the Eligible User shall settle all outstanding liabilities and all claims arising out of such termination. After termination, the Eligible User and all Cardholders will make no new Transactions on any Card Account. If, however, the Eligible User makes such Transactions, the Eligible User will be liable for each of them. These obligations will continue after a service the Eligible User is using has been terminated.

11. Receipts Imaging Service.

The OEU may elect to use the Contractor's receipts imaging service whereby the OEU will send copies of its transaction receipts, and the Contractor will electronically store those receipts (the "receipts imaging service"). It is the OEU's obligation to send the Contractor legible copies of transaction receipts. The OEU acknowledges and agrees that the Contractor will not review the transaction receipts and that the OEU is responsible for retaining the original receipts. The Contractor will not be liable for damages if the images are illegible or blank or for failure to provide copies by a given time or for failure to provide copies the Contractor is not reasonably able to provide. Images will be made available to the OEU by website at such times as may be set forth in the applicable User Documentation or as otherwise established by the Contractor. There is no charge for this service.

12. Notices.

Any notice required or permitted to be given under this Eligible User Agreement or the Contract from one party to the other will be in writing and will be given and deemed to have been given when actually received, if hand delivered, delivered by telephonic facsimile transmission equipment and confirmed by telephone, with and original mailed or hand-delivered thereafter or

Exhibit F

mailed by certified or registered mail with postage prepaid to the Party or their successor at the address specified as follows:

- i. Eligible User: Click here to enter text.
 Click here to enter text.
 Click here to enter text.

- ii. Contractor: Bank of America
 P.O. Box 28
 Norfolk, VA 23510

Routine notices given by Contractor to the Eligible User, such as transaction details, changes in terms required by systems updates or payment card network changes and any reasonable notice required by the Contractor's licenses or schedules, may be delivered by electronic mail to the address provided by the Eligible User. Either party may change the address to which notices are to be delivered by giving to the other party not less than ten (10) Business Days prior written notice thereof.

13. Information Security/Data Protection.

Data Security requirements are described in section 7, Exhibit C, Special Contract Conditions. The following are policies of the Contractor:

13.1 Overall Data Security Regulations. As a financial institution, the Contractor is required to comply with the information security standards of, as applicable, the Gramm Leach Bliley Act and the regulations issued thereunder the Fair and Accurate Credit Transactions Act and the regulations issued thereunder; the Federal Financial Institutions Examination Council (FFIEC) criteria; the Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice; the US Securities and Exchange Commission; FINRA; the NASD; and other federal statutory, national and international legal and regulatory requirements. The Contractor is evaluated regularly for compliance with these obligations by various US and international regulators, including, the US Office of the Comptroller of the Currency, as applicable.

13.2 Security and Confidentiality. The Contractor maintains an information security policy that: contains appropriate administrative, technical, and physical safeguards designed to protect against Information Security Events; conforms as required to the requirements of applicable data protection laws; and sets forth policies and procedures that are consistent with, to the extent applicable to the Services, PCI DSS standards, the card networks' rules and regulations; and Financial Services Industry Best Practices.

13.3 Organizational Security. All information is stored in the United States for programs in the United States and Canada.

13.4 Human Resources Security. The Contractor takes reasonable steps to ensure that its Workforce is aware of their obligations in the provision of the Services and applicable data protection laws, including that any unauthorized processing or disclosure of the Personal Data

Exhibit F

may lead to disciplinary action under their contract of employment or other contractual arrangements. Prior to receiving access to Personal Data, the Workforce and any Extended Workforce will receive appropriate security awareness training and recurring security awareness training at appropriate intervals. The access rights of the Contractor's Workforce with access to the Contractor's Information Processing System(s) or media containing Personal Data are removed upon termination of their employment, contract or agreement, or adjusted upon change of job function.

13.5 Physical and Environmental Security. Contractor protects all areas that contain Information Processing System(s) or media containing Personal Data by the use of security controls deemed appropriate by the Contractor.

13.6 Information Security Event Management. The Contractor maintains an incident response plan that addresses handling of Information Security Events. In accordance with such incident response plan, the Contractor will:

Provide Eligible User prompt, but in no event later than two (2) Business Days of becoming aware thereof, notice of any Information Security Event documented and verified by the Contractor as part of its standard incident response process that involves, or which the Contractor reasonably believes involves, the unauthorized access, use or disclosure of Eligible User's Personal Data.

Such notice shall, to the extent the Contractor is legally allowed, summarize in reasonable detail the Information Security Event and the corrective action taken or to be taken by the Contractor, if known at that time. The Contractor will promptly take all corrective action deemed necessary or appropriate by the Contractor at no additional charge to the Eligible User.

13.7 Security Assessments. The Contractor permits the Eligible User's representatives to perform one annual on-site or written assessment of the security controls used at the Contractor's data processing and business facilities. Also such assessment may be requested after an Information Security Event. Such assessments will be performed during regular business hours, at a date and time agreed to by both Parties, and will not require access to Information Processing System(s). Such assessments will be subject to the Contractor's security policies, procedures, and restrictions, including restrictions on access to data centers, the ability to perform hands-on testing, and copying of certain materials.

The Contractor scans internal and external facing Information Processing System(s) with applicable industry standard security vulnerability scanning software (including network, server,

Exhibit F

application and database scanning tools) at a minimum once per month and perform mitigations that the Contractor deems appropriate to address issues identified.

The Contractor performs a comprehensive application penetration test and security evaluation of all websites used to store, access, or process Personal Data prior to use and at least annually thereafter.

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IN WITNESS WHEREOF, the parties hereby execute this Eligible User Agreement as of the Effective Date.

Bank of America, N.A

Click here to enter text.

Eligible User

Signature:

Name: Click here to enter text.

Title: Click here to enter text.

Date: Click here to enter text.

Signature:

Name:

Title:

Date:

Memorandum

TO: TOWN COUNCIL AND MAYOR

FROM: HOLLY VATH, FINANCIAL CONSULTANT

SUBJECT: PUBLIC SERVICE UTILITY TAX ORDINANCE

DATE: MAY 4, 2025

Municipal public service tax is locally imposed and administered by municipalities and charter counties under Chapter 166, Florida Statutes. A Public Service Utility tax can be levied on six utility services: electric, fuel oil/kerosene, LP gas, manufactured gas, natural gas, and water.

The Town does not currently impose a utility tax within the Town. During the past two budget cycles process, the Town has discussed establishing a utility tax to diversify its revenue. The Town has been relying on reserves to balance the budget since fiscal year 2023. It is anticipated there will be minimal excess reserves available to utilize for the 2026 budget. Establishing a public service utility tax would offset a larger increase in the millage rate.

The attached schedule estimates the additional revenue based on the rate assessed. State Statutes allows a municipality to assess a utility tax up to 10%.

Electric Utility Tax

	Units	Average Monthly	Annual Electric	Annual Cost 1% Per Unit	Annual Cost 2% Per Unit	Annual Cost 3% Per Unit	Annual Cost 4% Per Unit	Annual Cost 5% Per Unit	Annual Cost 6% Per Unit	Annual Cost 7% Per Unit	Annual Cost 8% Per Unit	Annual Cost 9% Per Unit	Annual Cost 10% Per Unit
Publix	1	16,500	198,000	1,980	3,960	5,940	7,920	9,900	11,880	13,860	15,840	17,820	19,800
Seawalk	143	175	300,300	21	42	63	84	105	126	147	168	189	210
Resort	523	100	627,600	12	24	36	48	60	72	84	96	108	120
Total Annual Electric			1,126,900	11,259	22,518	33,777	45,036	56,295	67,554	78,813	90,072	101,331	112,590

Annual Revenue

1%	11,259
2%	22,518
3%	33,777
4%	45,036
5%	56,295
6%	67,554
7%	78,813
8%	90,072
9%	101,331
10%	112,590

360-
ORDINANCE NO. __-2025

AN ORDINANCE OF THE TOWN OF OCEAN BREEZE, FLORIDA, AMENDING CHAPTER 10, "TAXATION" OF THE GENERAL ORDINANCES PROVIDING FOR A PUBLIC SERVICE TAX; PROVIDING FOR THE TAXATION OF UTILITY SERVICES WHICH ARE SUBJECT TO SUCH PUBLIC SERVICE TAX AS AUTHORIZED BY SECTION 166.231, ET. SEQ., FLORIDA STATUTES; PROVIDING THE LEVY AND IMPOSITION OF THE PUBLIC SERVICE TAX UPON THE PURCHASES WITHIN THE TOWN OF WATER, ELECTRICITY, METERED GAS, BOTTLED GAS, AND FUEL OILS; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pursuant to Florida Statute Section 166.231, as amended, the Town may levy within its municipal boundaries a public service tax upon each purchase of electricity, metered natural gas, liquefied petroleum gas either metered or bottled, manufactured gas either metered or bottled, and water service, and including fuel oils (the "Utility Services"), as provided herein; and

WHEREAS, the intent of the Town is to levy on each and every purchase of utility services within the incorporated area of the town, unless exempted by law; and

WHEREAS, the Town Council finds that the enactment of this ordinance will protect and enhance the public health, safety and welfare of the residents and inhabitants of the Town and secure needed revenues which are beneficial to the Town.

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

Section 1. Recitals Adopted. The foregoing "Whereas" clauses are ratified and confirmed as being true and correct and are hereby made as the "findings" by the Town Council for adoption of this ordinance.

Section 2. Amendment to the Code of Ordinances. The Town Council hereby approves and adopts the amendment of the Code of Ordinances at Chapter 10, Taxation by renumbering Sec. 10-1. Bottled Gas Purveyors as Article I. License; Purveyors; and creating a new Article II. Public Service Tax, including Sections 10-2 through 10-11 inclusive, to read in its entirety as follows:

CHAPTER 10

TAXATION

ARTICLE I. LICENSE; PURVEYORS

Sec. 10-1. Bottled Gas Purveyors.

- (1) A license tax is hereby levied in the amount of \$100.00 upon each concern or individual purveying bottled gas within the Town limits of the Town of Ocean Breeze Park.
- (2) Such license tax shall be due and payable on October 1st of each year.
- (3) Such license shall be on a form provided by the Town Council and shall be executed by the Town Clerk.
- (4) Any person, firm or corporation violating this Ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not to exceed One Hundred Dollars or by imprisonment not to exceed thirty days for each violation

(Ordinance No. 4)

ARTICLE II. PUBLIC SERVICE TAX

Sec. 10-2. Definitions. For the purposes of this article the following words and phrases shall have the meanings respectively ascribed to them herein.

Bottled Gas means all types and kinds of natural, liquefied petroleum and manufactured combustible gas for lighting, heating, cooking, power or any other purpose delivered to any purchaser thereof within the incorporated area of the Town.

Electricity means all electric current or energy for lighting, heating, cooking, power or any other purpose delivered to any purchaser thereof within the incorporated area of the Town.

Fuel oil means all petroleum based or other liquid combustible fuels including but not limited to bunker C oil, numbered fuel oils, and kerosene or any combination thereof capable of being used for lighting, heating, cooking, power generation or any other purpose, except for operation of motor vehicles or as otherwise exempted by law, and delivered to any purchaser thereof within the incorporated area of the Town.

Metered gas means all types and kinds of natural and manufactured combustible gas for lighting, heating, cooking, power or any other purpose delivered to any purchaser thereof within the incorporated area of the Town.

Purchase means every act or transaction whereby possession of, utilization of, control over or title to water, electricity, metered gas, bottled gas, and fuel oil, (collectively called the "utility" or "utilities" depending on context) and the duty and obligation to pay therefor becomes vested in the purchaser within the incorporated area of the town, but such term shall not pertain to nor include any such transaction or purchase when undertaken or performed by an agency or instrumentality of the United States Government, the State of Florida, the County of Martin, or a municipality or other organization which is exempted by law as a purchaser.

Purchaser means every person legally liable for the payment of water, electricity, metered gas, bottled gas, or fuel oil delivered or rendered to such purchaser by a seller.

Seller means every person delivering or rendering water, electricity, metered gas, bottled gas, or fuel oil to any purchaser thereof.

Water service means the potable water supply furnished to all consumers in the incorporated area of the town for retail use, except water delivered to a purchaser in a bottle or other container.

Sec. 10-3. Public Service Tax; levied. There is hereby levied and imposed by the town on each and every purchase within the town of electricity, metered natural gas, liquefied petroleum gas, either metered or bottled, or manufactured gas, either metered or bottled, and water, a tax of ten (10%) percent, and upon fuel oil a tax of \$0.04 per gallon, unless otherwise specified herein of the amount paid to and received by the sellers of such utility from the purchaser for the purchase of the utility.

Sec. 10-4. Tax not levied on fuel adjustment charge. The tax imposed by this article shall not be applied against any fuel adjustment charge, and such charge shall be separately stated on each bill. The term "fuel adjustment charge" means all increases in the cost of utility services to the ultimate consumer resulting from an increase in the cost of fuel to the utility subsequent to October 1, 2025.

State law reference(s)—Similar provisions, F.S. § 166.231(1)(b).

Sec. 10-4. Exemption for governmental entities.

- (a) The purchase of natural gas, manufactured gas, or fuel oil by a public or private utility, either for resale or for use as fuel in the generation of electricity, or the purchase of fuel oil or kerosene for use as an aircraft engine fuel or propellant or for use in internal combustion engines is exempt from taxation hereunder.
- (b) Purchases by the United States government, this state, and all counties, school districts, and municipalities of the state, and by public bodies exempted by law or court order, are exempt from the tax authorized by this section. Purchases by any recognized church in this state for use exclusively for church purposes is also exempt.

State law reference(s)—Authority to exempt governmental entities, F.S. § 166.231(5); use for church purposes must be exempted, F.S. § 166.231(5).

Sec. 10-5. Collection by seller. Every seller of electricity, metered natural gas, liquefied petroleum gas, either metered or bottled, manufactured gas, either metered or bottled, fuel oil, or water service shall collect from the purchaser for the use of the city the tax levied by this article at the time of collecting the selling price charged for each transaction, and shall report and pay over, on or before the 20th day of each calendar month, to the city director of finance all such taxes collected during the preceding calendar month. All collected tax, interest and penalties shall be deposited to the credit of the general fund of the Town to be expended for Town purposes in accordance with law.

Sec. 10-6. Seller not liable for tax on unpaid bills. No seller shall be liable for the tax imposed by this article on unpaid bills.

Sec. 10-7. Collection by sellers. In all cases where sellers of electricity, metered natural gas, liquefied petroleum gas, either metered or bottled, manufactured gas, either metered or bottled, fuel oil, or water service collect the price thereof at monthly periods or upon delivery, the tax hereby levied shall be computed on the aggregate amount of purchases during such period, provided that the amount of tax to be collected shall be the nearest whole cent to the amount computed.

Sec. 10-8. Seller collecting charges without tax. No seller of utilities shall collect the price on any purchase, or the amount on any service, without at the same time collecting the tax levied in respect to such purchase or service, and such seller shall be liable to the city for the amount of such tax in like manner as if the same had been actually paid to the seller.

Sec. 10-9. Records of sellers.

- (a) Every seller of electricity, metered natural gas, liquefied petroleum gas, either metered or bottled, manufactured gas, either metered or bottled, fuel oil, or water service shall keep complete records showing all sales within the town of such commodities or services. The records shall show the price charged for each sale, the date thereof, and date of payment therefore.
- (b) Every manufacturer, distributor, wholesaler or seller who shall deliver water, electricity, metered gas, bottled gas, or fuel oil to any seller or other person having a place of business in the incorporated area of the town, or licensed to do business herein, to be sold or re-sold to ultimate purchasers, shall report to the Town semi-annually, as of June 30 and December 31, the names and addresses of such sellers or other persons, and the quantities received by them during the preceding six (6) months, such reports shall be filed no later than one (1) month after the close of each semi-annual period.
- (c) The records shall be open for inspection by duly authorized agents of the city during business hours on all business days, and such agents may make such audits and transcripts thereof during such times as they may deem necessary. The Town may assess audit expenses as authorized by Section 166.234, Fla. Statutes.

Sec. 10-10. Discontinuance of service for customer's failure to pay charge and tax.

If any purchaser shall fail, neglect or refuse to pay the seller the seller's charge, together with the tax imposed and required on account of the purchase for which such charge is made, the seller may immediately discontinue the service to the purchaser until the tax, and the seller's bill, shall have been paid in full.

Sec. 10-11. Violations. It shall be unlawful and a violation hereof for any purchaser to evade the payment of the public service tax provided for herein or any part thereof, or to fail or neglect to pay such tax within thirty (30) days after the same has become due and payable, or for any seller to fail or refuse to pay to the town all amounts of tax payable to the town by the seller, or to fail or refuse to file the monthly return or statement or to set forth any erroneous or false information therein with intent to defraud the town, or to refuse to permit the town to examine the accounts and records to be kept as required hereby.

Section 3. Conflicts. Any and all Ordinances or parts of Ordinances in Conflict herewith are hereby repealed.

Section 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application of this ordinance which can be given effect without the invalid provision or application.

Section 5. Codification. The provisions of this Ordinance shall be codified as and be made part of the Code of Ordinances of the Town of Ocean Breeze. The sections of this Ordinance may be liberally renumbered to accomplish such intention.

Section 6. Effective Date. This Ordinance shall take effect immediately upon its final adoption by the Town Council; and the tax provided herein shall take effect as provided by law, but not earlier than October 1, 2025.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF OCEAN BREEZE, FLORIDA THIS _____ DAY OF _____, 2025.

First Reading: _____
Advertised: _____
Second Reading: _____

BY: _____
Karen Ostrand, MAYOR

ATTEST:

Kim Stanton, TOWN CLERK

Approved as to form and legality
for use and reliance of the Town of Ocean
Breeze, Florida

Name	Yes	No
Mayor Ostrand		
President Docherty		
Vice President Kelley		
Ciaschi		
Galante		
Heller		
Squires		

TG Law, PLLC, TOWN ATTORNEY

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. Emails Re: Forestar Surety Bond
- B. Ocean Breeze East infill area status
- C. Martin County engineering study status Re: West End Boulevard and Jensen Beach Boulevard roundabout
- D. Emails Re: Ocean Breeze sound wall
- E. Update on Indian River Drive crosswalks refurbishment
- F. Florida Department of Revenue TRIM schedule confirmation
- G. Annual mailer to Ocean Breeze residents
- H. Thank You note from First Responder, Lieutenant Melinda Price

Town Clerk

From: Popeil, Derek <dpopeil@chubb.com>
Sent: Wednesday, May 7, 2025 10:06 AM
To: pnicoletti@comcast.net
Cc: Will McFetridge; John P. Carrigan; Gemma Torcivia; Karen Ostrand; Town Clerk; Permits; Richard Sexton; Will Gelner
Subject: RE: Letter to Chubb Insurance

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

Paul,

WFIC has retained the services of JS Held to assist in our investigation. As I noted previously, I have not located any punch list or other documents setting forth the bonded items that the Town asserts are deficient. I have seen the exchange between Will and you on the proposal from Dixie on landscaping. However, in reviewing the engineer cost for the bond, there is little to no landscaping. Accordingly, we need the information as to what items the Town claims falls under the bond.

JS Held will be reaching out to Mr. Giangrande as well.

As is customary, all rights and defenses remain reserved.

Derek



Derek A. Popeil, Esq.
Vice President & Surety Claims Manager, Surety Claims North America

202B Halls Mill Road, Whitehouse Station, NJ 08889-1650
O: (908)903-3182
E: dpopeil@chubb.com

From: pnicoletti@comcast.net <pnicoletti@comcast.net>
Sent: Friday, May 2, 2025 3:13 PM
To: Popeil, Derek <dpopeil@chubb.com>
Cc: Will McFetridge <WMcFetridge@jpfirm.com>; John P. Carrigan <jpc@reblawpa.com>; Gemma Torcivia <gtorcivia@tgjustice.com>; Mayor Ostrand <mayor@townofoceanbreeze.org>; Town Clerk <townclerk@townofoceanbreeze.org>; Pamela Orr <permits@townofoceanbreeze.org>
Subject: [EXTERNAL] Re: Letter to Chubb Insurance

Derek:

Thank you for your prompt reply. The best contact for your consultant will be Leo Giangrande, P.E. His contact information is below.

Leo Giangrande, P.E.
Giangrande Engineering & Planning LLC

710 SE Ocean Avenue
Stuart, FL 34996

Office: (772) 888-9076
Mobile: (703) 999-8972
Email: leo@gep-llc.com

Paul J. Nicoletti | Attorney at Law

Of Counsel: TG Law PLLC, West Palm Beach, Florida
Board Certified in City County and Local Government Law

1445 SE Park Boulevard
Stuart, Florida 34996-2010

Office & Fax: (772) 810-5581
Voice & Text: (772) 260-3270
Email: pnicoletti@comcast.net

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From: Popeil, Derek <dpopeil@chubb.com>
Sent: Friday, May 2, 2025 8:31 AM
To: pnicoletti@comcast.net <pnicoletti@comcast.net>
Cc: Will McFetridge <WMcFetridge@jpfirm.com>; John P. Carrigan <jpc@reblawpa.com>; Gemma Torcivia <gtorcivia@tgjustice.com>; Mayor Ostrand <mayor@townofocceanbreeze.org>; Town Clerk <townclerk@townofocceanbreeze.org>; Pamela Orr <permits@townofocceanbreeze.org>
Subject: RE: Letter to Chubb Insurance

Paul,

This will acknowledge receipt of your letter. While we remain hopefully Forestar will complete the work, we will begin the process of investigation of the claim. Towards that end, we will retain a consulting firm shortly to assist in reviewing the open items. Along those lines, I do not believe the Town has provided a list of the items of work that it contends are bonded and remain incomplete. We will minimally need that information. After the consultant is retained, I will have the consultant reach out to develop a further list of required documentation. Please advise who the consultant should contact for the additional information.

As is customary, all rights and defenses remain reserved.

Regards,

Derek

CHUBB

Derek A. Popeil, Esq.

Vice President & Surety Claims Manager, Surety Claims North America

202B Halls Mill Road, Whitehouse Station, NJ 08889-1650

O: (908)903-3182

E: dpopeil@chubb.com

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

Sent: Thursday, May 1, 2025 4:23 PM

To: Popeil, Derek <dpopeil@chubb.com>

Cc: Will McFetridge <WMcFetridge@jpfirm.com>; John P. Carrigan <jpc@reblawpa.com>; Gemma Torcivia <gtorcivia@tgjustice.com>; Mayor Ostrand <mayor@townofoceanbreeze.org>; Town Clerk <townclerk@townofoceanbreeze.org>; Pamela Orr <permits@townofoceanbreeze.org>

Subject: [EXTERNAL] Letter to Chubb Insurance

**** This attachment(s) originated from a public website. Use caution when opening these messages. - Chubb Global Information Security ****

Dear Derek:

Attached is a letter directed by the Ocean Breeze Town Council on Tuesday morning and signed by Mayor Karen Ostrand. The board allowed me to "hold" the letter until this afternoon on the off-chance that Forestar would submit the Scope of Work promised by April 18th. Please feel free to reach out to me directly regarding the letter and any follow up action.

I am sending this letter to the Town Council Members as a Bcc to avoid any chance of a "reply all" breach of the Florida Sunshine law.

Thank you.

Paul J. Nicoletti | Attorney at Law

Of Counsel: TG Law PLLC, West Palm Beach, Florida

Board Certified in City County and Local Government Law

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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Town Clerk

From: Gemma Torcivia <gtorcivia@tgjustice.com>
Sent: Tuesday, April 15, 2025 12:57 PM
To: Karen Ostrand
Cc: Paul Nicoletti; Town Clerk; Permits
Subject: FW: [EXTERNAL] Re: Claim of the Town of Ocean Breeze, Florida- Bond No. – K09676235 (Claim Ref -KY25K2263613)

Dear Mayor,

I wanted to advise as to Mr. McFetridge's response so that you could inform the Council of same. Thank you.

Sincerely,
Gemma Torcivia
Managing Partner
TG Law PLLC
Office: (561) 370-7360
Mobile: (561) 602-6222
Fax: (855) 514-2822
gtorcivia@tgjustice.com
tgjustice.com

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From: Will McFetridge <WMcFetridge@jpfirm.com>
Date: Tuesday, April 15, 2025 at 10:57 AM
To: Gemma Torcivia <gtorcivia@tgjustice.com>
Cc: pnicoletti@comcast.net <pnicoletti@comcast.net>, Popeil, Derek <dpopeil@chubb.com>, Zackery Good <zgood@tgjustice.com>, Diana Walsh <dwalsh@tgjustice.com>
Subject: RE: [EXTERNAL] Re: Claim of the Town of Ocean Breeze, Florida- Bond No. – K09676235 (Claim Ref -KY25K2263613)

Good morning, Gemma.

I just confirmed that Dixie did, in fact, have a representative on site on Wednesday. The folks with the HOA may not have realized it because it was a single person in a company Prius that did not have company markings. The individual inspected the current landscaping and took measurements of the erosion areas.



Will McFetridge

Partner / Board Certified in Construction Law
813-579-4177 Direct | 813-223-7118 Fax
400 N Ashley Drive, Suite 3100, Tampa, FL 33602



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



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From: Gemma Torcivia <gtorcivia@tgjustice.com>
Sent: Monday, April 14, 2025 7:50 PM
To: Will McFetridge <WMcFetridge@jpfirm.com>
Cc: pnicoletti@comcast.net; Popeil, Derek <dpopeil@chubb.com>; Zackery Good <zgood@tgjustice.com>; Diana Walsh <dwalsh@tgjustice.com>
Subject: Re: [EXTERNAL] Re: Claim of the Town of Ocean Breeze, Florida- Bond No. – K09676235 (Claim Ref - KY25K2263613)

Dear Mr. McFetridge:

Thank you for providing this information.

The Town Council was informed tonight that the HOA had arranged for access for Direct Dixie Landscaping for eight (8) hours on April 9, 2025. Apparently, Direct Dixie Landscaping did not appear or reschedule.

As we have discussed, the Scope of Work is due to the Town April 18, 2025. The Town has grave concerns that you will not be able to provide the same as the access that you requested was granted and not utilized.

The Town is happy to work with you and your team for access for HSQ and Direct Dixie Landscaping at the community tomorrow, Wednesday, Thursday or Friday so that you can meet the April 18, 2025 deadline.

Again, the contact information for access is: Pam Orr, Permit Processor at the Town Office, 772-334-6826.

Sincerely,
Gemma Torcivia
Managing Partner
TG Law PLLC
Office: (561) 370-7360

Permits

From: Karen Krumbholz <kkrumbholz@gocaptec.com>
Sent: Tuesday, April 29, 2025 4:20 PM
To: Permits
Cc: Cathy Bush; Jose Manent; Brad Pinover; Leo Giangrande; Gary Jones
Subject: RE: 1 NE Palm Drive - MC ROW Permit Status

Hi Pam,

I wish I had better news. Cathy followed up with Martin County today and they are extremely behind in permitting. It could possibly take up to another 30 days before they can issue the right-of-way permit. We are hoping that will not be the case, but it is what it is. They are short staffed with many permits to process. Cathy said she would follow up again on its progress next week. I will keep you posted.

Regards,
Karen

Karen Krumbholz
Project Coordinator
CAPTEC Engineering, Inc.
301 NW Flagler Avenue
Stuart, Florida 34994
(772) 692-4344
kkrumbholz@gocaptec.com

From: Cathy Bush <Cbush@sunshinelanddesign.com>
Sent: Friday, April 25, 2025 11:06 AM
To: Karen Krumbholz <kkrumbholz@gocaptec.com>
Subject: RE: 1 NE Palm Drive - MC ROW Permit Status

Karen,

I have spoken with Martin County BOCC inquiring on the permit. It is still in review status. But she has sent an email to the reviewer to inquire on the timetable for completing this. She will let me know as soon as she has a reply.

I then will immediately inform you of this.

Thank you



Cathy Bush
 Accounts Payable
 Direct : 772-284-5285
 Email : cbush@sunshinelanddesign.com
 3291 SE Lionel Terrace
 Stuart, FL 34997
www.SunshineLandDesign.com



From: Karen Krumbholz <kkrumbholz@gocaptec.com>
Sent: Wednesday, April 23, 2025 3:26 PM
To: Cathy Bush <Cbush@sunshinelanddesign.com>
Cc: Town Clerk <townclerk@townofoceanbreeze.org>; Leo Giangrande <leo@gep-llc.com>; Permits <permits@Townofoceanbreeze.org>
Subject: 1 NE Palm Drive - MC ROW Permit Status

Good afternoon Cathy,

Please follow-up with Martin County on a current timetable for ROW Permit issuance. Thank you!

Regards,
Karen

*Karen Krumbholz
Project Coordinator
CAPTEC Engineering, Inc.
301 NW Flagler Avenue
Stuart, Florida 34994
(772) 692-4344
kkrumbholz@gocaptec.com*

From: Permits <permits@Townofoceanbreeze.org>
Sent: Wednesday, April 23, 2025 3:05 PM
To: Karen Krumbholz <kkrumbholz@gocaptec.com>
Cc: Town Clerk <townclerk@townofoceanbreeze.org>; Leo Giangrande <leo@gep-llc.com>
Subject: 1 NE Palm Drive

Hi Karen:

The homeowner at 1 NE Palm called to inquire as to when the drainage repair at 1 NE Palm Drive might begin. When you have a chance, please let me know.

Thanks!

Pam Orr
Permit Processor



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

Permits

From: Karen Krumbholz <kkrumbholz@gocaptec.com>
Sent: Wednesday, April 23, 2025 3:55 PM
To: Permits
Cc: Town Clerk; Leo Giangrande
Subject: RE: 1 NE Palm Drive

Hi Pam,

I reached out to Sunshine to provide an update on the MC ROW Permit. Once the permit is issued, I can schedule the Pre-Con and a Notice to Proceed Letter can be issued shortly thereafter. I will keep you posted.

Regards,
Karen

Karen Krumbholz
Project Coordinator
CAPTEC Engineering, Inc.
301 NW Flagler Avenue
Stuart, Florida 34994
(772) 692-4344
kkrumbholz@gocaptec.com

From: Permits <permits@Townofoceanbreeze.org>
Sent: Wednesday, April 23, 2025 3:05 PM
To: Karen Krumbholz <kkrumbholz@gocaptec.com>
Cc: Town Clerk <townclerk@townofoceanbreeze.org>; Leo Giangrande <leo@gep-llc.com>
Subject: 1 NE Palm Drive

Hi Karen:

The homeowner at 1 NE Palm called to inquire as to when the drainage repair at 1 NE Palm Drive might begin. When you have a chance, please let me know.

Thanks!

Pam Orr
Permit Processor



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

Permits

From: Karen Krumbholz <kkrumbholz@gocaptec.com>
Sent: Thursday, April 17, 2025 2:48 PM
To: Permits
Cc: Town Clerk; Brad Pinover
Subject: Ocean Breeze Phase 1 Improvements - Site Permits

Good afternoon Pam,

CAPTEC is still working on the Bid Package for the Phase 1 Improvements. Once a contractor is selected, and a contract is signed, will the Town require only 1 Site Permit for all the Phase 1 Improvements (Phase 1 Water Improvements; Sewer Repairs; and Drainage Repairs)?

Regards,
Karen

*Karen Krumbholz
Project Coordinator
CAPTEC Engineering, Inc.
301 NW Flagler Avenue
Stuart, Florida 34994
(772) 692-4344
kkrumbholz@gocaptec.com*



710 SE Ocean Blvd.
Stuart, FL 34997
(772) 888-9076



Review Memorandum

Date: March 21, 2025
To: Town of Ocean Breeze
From: Leo Giangrande, P.E.
Subject: **Ocean Breeze Resort Drainage, water and sewer improvements review**
GEP No.: 24-034

Distribution: Town File

This review memorandum is provided as a third-party review of the improvements required for drainage, water and sewer improvements at the Ocean Breeze Resort development constructed by Sun Communities, Inc. GEP has reviewed the following items to address the above deficiencies:

- FDEP Water Application
- Ocean Breeze North Drainage, Water and Sewer Improvement plans provided by Captec published on January 25, 2025
- Stipulation Agreement Published on January 17, 2025 with Sun Communities

Conclusion: The Captec improvement plans address the recommendations previously published by Captec and discussed them with Town of Ocean Breeze Staff. The drainage, water and sewer improvements proposed have been reviewed and approved without comment. Note for Town that the plans propose two additional fire hydrants in addition to the one existing fire hydrant.

Should you have any further questions on this, please do not hesitate to contact me at (772) 888-9076 or Leo@GEP-LLC.com.



C,

Town Clerk

From: Permits
Sent: Wednesday, April 16, 2025 7:05 PM
To: George Ciaschi
Subject: FW: Engineering Report

FYI

Pam Orr
Permit Processor



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

PLEASE INCLUDE PROPERTY ADDRESS IN CORRESPONDENCE, THANK YOU!

From: Permits
Sent: Wednesday, April 16, 2025 7:04 PM
To: 'James Gorton' <jgorton@martin.fl.us>
Subject: RE: Engineering Report

Thank you, Jim. We would like a copy once it is complete.
It is the median south of the Town limits, near the Environmental Studies Center.
We appreciate you and your assistance!

Pam Orr
Permit Processor



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

PLEASE INCLUDE PROPERTY ADDRESS IN CORRESPONDENCE, THANK YOU!

From: James Gorton <jgorton@martin.fl.us>
Sent: Wednesday, April 16, 2025 5:22 PM
To: Permits <permits@TownofOceanBreeze.org>
Cc: Town Clerk <townclerk@townofOceanBreeze.org>
Subject: RE: Engineering Report

Pam-

The engineering study is not yet complete, but we can certainly supply a copy once it is finalized. We expect to get the final report within a couple months. It includes study of West end, Maple, mid-block crosswalks, lighting and parking improvements.

I will ask our staff to inspect the median near the ESC to determine what is missing from the bed. Is this one of the landscape beds that is encapsulated in the attached right of way maintenance agreement with the Town or is it south of that area? Either way, I will ask our staff to take a look this week.

Jim

From: Permits <permits@TownofOceanBreeze.org>
Sent: Wednesday, April 16, 2025 2:38 PM
To: James Gorton <jgorton@martin.fl.us>
Cc: townclerk@townofOceanBreeze.org
Subject: Engineering Report

**Caution: This email originated from an external source.
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Hi Jim:

Hope you are well!

At our Council meeting this month, we had a Council member ask about the engineering report Martin County had done for the roundabout and West End Blvd. Would you please send us a copy?

Also, resident brought it to our attention that there is a tree missing in the median by the Environmental Studies Center. Would you please let us know to whom would we speak about having it replaced.

Thank you!!

Pam Orr
Permit Processor



Town of Ocean Breeze

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

PLEASE INCLUDE PROPERTY ADDRESS IN CORRESPONDENCE, THANK YOU!



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Permits

From: Terrance O'Neil <terrancewoneil@gmail.com>
Sent: Sunday, April 20, 2025 3:54 PM
To: Town Clerk; Permits; Karen Ostrand; Gemma Torcivia
Cc: Michael Heller; Capra; Holly Vath; Michael Mortell; Rory Newton; Paul Nicoletti
Subject: Fwd: Ocean Breeze Sound Wall

All,

Notwithstanding this response (thanks Joe and Karen), it may make sense to continue pursuing a joint grant application relationship with the City of Stuart for a wayside horn, if it provides relief. They're said to be considerably less expensive than a wall, perhaps \$150K?, and town gas tax and newly-established half cent sales tax proceeds may be sources of matching funds. I recommend a continued dialogue with Stuart city manager, Mike Mortell, whose been more than generous in exploring ways to assist the Town.

Best,
Terry

Sent from my iPhone

Begin forwarded message:

From: Karen Krumbholz <kkrumbholz@gocaptec.com>
Date: April 17, 2025 at 3:42:29 PM EDT
To: Terry O'Neil <terrancewoneil@gmail.com>
Cc: Joe Capra <jcapra@gocaptec.com>
Subject: Ocean Breeze Sound Wall

Good afternoon Terry,

Joe and Teri Andre with our office met with Mr. Rory Newman with the USDOT. Mr. Newman stated that it is highly unlikely that grant funding would pay for a sound wall unless you can show it was for safety. A Railroad Trespass Analysis would need to be performed to show number of trespass incidents (Accidents / Suicides, etc.)

Here is a link to FDOT Strategies for Reducing Railroad Trespassing
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/rail/publications/studies/safety/srrt-fec-trespass-report-final.pdf?sfvrsn=4e1cc61f_2

I wish we had better news. Have a Happy Easter, Terry!

Regards,
Karen

E.

Permits

From: Kevin Docherty
Sent: Thursday, April 24, 2025 6:49 AM
To: Brett Panaro
Cc: Permits; Town Clerk
Subject: Re: Indian River Drive Crosswalks and Signage

Hi Brett,

I want to thank you for getting back to us so quickly on the revised numbers. We will be in touch with you once we present this to our town council.

Once again, thank you for all your help on this matter.

Respectfully yours,

Kevin Docherty
President, Town Council
Town of Ocean Breeze, FL



From: Brett Panaro <Bpanaro@sunshinelanddesign.com>
Sent: Wednesday, April 23, 2025 3:42 AM
To: Kevin Docherty <kdocherty@Townofoceanbreeze.org>
Cc: Permits <permits@Townofoceanbreeze.org>; Town Clerk <townclerk@townofoceanbreeze.org>
Subject: RE: Indian River Drive Crosswalks and Signage

Hi Kevin,
Absolutely, thank you for reaching out. See attached revised proposal as requested. I had to adjust the Liquid brick price slightly, but I was able to leave the maintenance of traffic unchanged.
Please feel free to reach out anytime with questions.

Thank you,
Brett



**SUNSHINE
LAND DESIGN**
COMPLETE PROPERTY MAINTENANCE
RESTORATION & CONSTRUCTION SERVICES

3291 SE Lionel Terrace, Stuart, FL 34994
Phone: 772 283 2648 / Fax: 772 283 8944
www.SunshineLandDesign.com

PROPOSAL

TO: Town of Ocean Breeze
P. O. Box 1025
Jensen Beach, FL 34958
772-807-2557 Cell
772-334-6826 Office
permits@townofoceanbreeze.org

PROPOSAL DATE: 4/23/2025

SUBMITTED BY: Brett Panaro
Bpanaro@sunshinelanddesign.com

ENGINEER: n/a
PLAN DATE: n/a
PROPERTY OWNER: _____

Town of Ocean Breeze

Liquid Brick Crosswalk

	<u>JOB AS OUTLINED BELOW</u>	<u>QTY</u>	<u>UNITS</u>		<u>ITEM COST</u>
1	MAINTENANCE OF TRAFFIC (Limited) (SQ YD) 523-000-021 LIQUIDBRICK- HF VEHICULAR -FDOT & MARTIN COUNTY APPROVED - PATTERNED PAVEMENT FOR DECORATIVE CROSSWALK APPLICATIONS ON NEW (DGFC) ASPHALT ONLY	1	LS	\$	12,500.00
2	CROSSWALK APPLICATIONS ON NEW (DGFC) ASPHALT ONLY PATTERN: HERRINGBONE BRICK COLOR: BRICK RED	1	LS	\$	40,781.25

ALTHOUGH NOT ANTICIPATED THE FOLLOWING IS NOT INCLUDED AND NEEDS TO BE PROVIDED BY OTHERS:

- PERMITS
- BONDING
- LIGHT TOWERS, IF NEEDED
- TRAFFIC POLICE
- THERMOPLASTIC REMOVAL
- HEAVY DUTY CLEANING OF ASPHALT SURFACE DUE TO OIL AND CONTAMI

PAYMENT TERMS: 25% deposit upon acceptance / balance due upon completion

TOTAL:	\$	53,281.25
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QUALIFICATIONS:

Sunshine Land Design shall white line all areas, contact all facility owners or required locaters and use due care. Under ground utilities not located or identified may not be covered in the above costs.

This Proposal is good for thirty days.

Payments not made per the above will be subject to all conditions of the Florida lien Law

In the event it is necessary for either party to file any legal action to enforce the terms of this contract the parties agree that venue of such action shall only be in State Court in Martin County Florida.

In the event it is necessary for either party to file legal action to enforce the terms of this contract then the prevailing party shall be entitled to recover reasonable attorney's fees and costs of such action including any appellate or bankruptcy proceedings associated therewith.

OWNER OR OWNER'S REP. ONLY:

ACCEPTANCE SIGNATURE: _____ DATE: _____

PRINT NAME: _____

SUNSHINE LAND DESIGN INC: *Brett Panaro* / Project Manager / Estimator

Date: 4/23/2025



Brett Panaro,
Estimating Department
3291 Se Lionel Terrace,
Stuart Florida 34997
772-284-5362 Office
772-260-0809 Cell

From: Kevin Docherty <kdocherty@Townofoceanbreeze.org>
Sent: Tuesday, April 22, 2025 3:28 PM
To: Brett Panaro <Bpanaro@sunshinelanddesign.com>
Cc: Permits <permits@Townofoceanbreeze.org>; Town Clerk <townclerk@townofoceanbreeze.org>
Subject: Indian River Drive Crosswalks and Signage

Good afternoon, Mr. Panaro,

I would like to introduce myself to you. My name is Kevin Docherty and I am the current President of our Town Council. Last year, we had received an estimated cost for the Indian River Drive project (crosswalks and signs/street signage) from your company. As the Council Member who was behind this project, I asked Pam Orr (Permit's Processor) if I could follow up directly with you for an estimate cost for the project.

Once again, I would like to thank you and Sunshine Land Design for your initial bid costs from last year. And we hope to see any revised costs for this project as soon as possible.

Respectfully yours,

Kevin Docherty
President, Town Council
Town of Ocean Breeze, FL



From: Permits
Sent: Wednesday, March 12, 2025 5:22 PM
To: Brett Panaro <Bpanaro@sunshinelanddesign.com>
Subject: FW: Indian River Drive crosswalks

Hey Brett:

Are you making some headway on reviewing the estimate? Please let me know if there is anything you need from me. Thank you!

Have a good evening!

Pam Orr
Permit Processor



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

PLEASE INCLUDE PROPERTY ADDRESS IN CORRESPONDENCE, THANK YOU!

From: Permits
Sent: Thursday, February 27, 2025 1:08 PM
To: Brett Panaro <Bpanaro@sunshinelanddesign.com>
Cc: Town Clerk <townclerk@Townofoceanbreeze.org>; Terry O'Neil (terrancewoneil@gmail.com)
<terrancewoneil@gmail.com>
Subject: RE: Indian River Drive crosswalks

Hi Brett:

Our apologies for the delayed response, we had a Town election and have two new Council Members. Would you please review this estimate for any price changes? Since we are piggybacking on the contract with Martin County, please make sure the numbers are according to their fee schedule. If you have any questions, please give me a call.

Thank you!

Pam Orr
Permit Processor



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

PLEASE INCLUDE PROPERTY ADDRESS IN CORRESPONDENCE, THANK YOU!

From: Brett Panaro <Bpanaro@sunshinelanddesign.com>
Sent: Monday, August 26, 2024 9:51 AM
To: Permits <permits@Townofoceanbreeze.org>
Subject: RE: Indian River Drive crosswalks

Good morning,
See attached proposal as requested.

I sincerely apologize for the delay.
Please reach out with any questions or concerns.

Thank you,
Brett



Brett Panaro,
Estimating Department
3291 Se Lionel Terrace,
Stuart Florida 34997
772-284-5362 Office
772-260-0809 Cell

From: Permits <permits@TownofOceanBreeze.org>
Sent: Sunday, August 4, 2024 5:59 PM
To: Brett Panaro <Bpanaro@sunshinelanddesign.com>
Subject: FW: Indian River Drive crosswalks

Hi Brett:
If you are unable to assist, would you please recommend someone who could?

Thank you,

Pam Orr
Permit Processor



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

From: Permits
Sent: Thursday, July 4, 2024 3:16 PM
To: Bpanaro@sunshinelanddesign.com
Subject: FW: Indian River Drive crosswalks

Have a wonderful 4th of July!

Pam Orr
Permit Processor



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

From: Permits
Sent: Wednesday, June 26, 2024 1:58 PM
To: Bpanaro@sunshinelanddesign.com
Subject: FW: Indian River Drive crosswalks

Hi Brad:

We would love to see Sunshine Land Design make this happen, but if you are not able, please let us know so that we may look at other options.

Thank you,

Pam Orr
Permit Processor



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

From: Permits
Sent: Tuesday, May 21, 2024 2:43 PM
To: Bpanaro@sunshinelanddesign.com
Subject: FW: Indian River Drive crosswalks

For your convenience, please see the email below and the attached plans. We appreciate your assistance. Please let us know if you need anything further.

Thank you!

Pam Orr
Permit Processor



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

From: Permits
Sent: Thursday, May 2, 2024 2:41 PM
To: Bpanaro@sunshinelanddesign.com
Cc: Terry O'Neil (terrancewoneil@gmail.com) <terrancewoneil@gmail.com>; Town Clerk
<townclerk@Townofoceanbreeze.org>
Subject: Indian River Drive crosswalks

Hi Brad:

We appreciate you working with the Town to refurbish the crosswalks on Indian River Drive, we are hoping to see an estimate soon. In addition, would you be able to give us an estimate to paint **25 mph** in two locations as well. Also, could you estimate the cost of installing two 25 mph speed limit signs, (according to Martin County specifications)? We look forward to hearing from you soon.

Thank you!

Pam Orr
Permit Processor



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

Town Clerk

From: Roberta Epp <Roberta.Epp@floridarevenue.com>
Sent: Thursday, April 24, 2025 10:08 AM
To: Town Clerk
Subject: RE: 53.04 - Trim Timetable 2025 2026 Town of Ocean Breeze
Attachments: 53.04 - TRIM Timetable FY 2025-2026 For Town of Ocean Breeze.pdf

Good morning,

The calendar looks good. Please remember the School District and the Board of County Commissioners have 1st choice for hearing dates.

Thank you,



Roberta Epp, CFE
Tax Specialist II
 Property Tax Oversight
 Florida Department of Revenue
 (850) 617-8890
Roberta.Epp@floridarevenue.com

From: Town Clerk <townclerk@townofocceanbreeze.org>
Sent: Thursday, April 24, 2025 9:06 AM
To: Roberta Epp <Roberta.Epp@floridarevenue.com>
Subject: 53.04 - Trim Timetable 2025 2026 Town of Ocean Breeze

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

Dear Ms. Epp,

Would you be so kind as to review the attached TRIM timetable for the Town of Ocean Breeze and let us know if you have any concerns, comments, or changes.

We perform this exercise each year before setting our TRIM schedule to make sure that we are on schedule with TRIM requirements. We are aware that we will now be using the OASYS system for reporting.

Thank you and if you have any questions, please contact our office.

Kim Stanton
 Town Clerk

Received
4/24/2025
TRIM Timetable FY 2025-2026
Florida Department of Revenue - TRIM
For: Town of Ocean Breeze

53.04

- | | | |
|--|--|---|
| July 1, 2025
(Tuesday) | Property Appraiser certifies Tax Roll | ✓ |
| July 16, 2025
(Wed, 6:00 pm) | Millage Rate & Budget Workshop/Special Meeting | ✓ |
| August 2, 2025
(Saturday) | Town to certify the completed DR-420, DR-420MMP and any additional forms back to the property appraiser using e-trim system | ✓ |
| Sept 10, 2025
(Wed, 6:00 pm) | Hearing – Setting of the Tentative Millage Rate & Budget | ✓ |
| Sept 21, 2025
(Sunday) | Advertise intent to adopt a final Millage Rate & Budget
Advertise Budget Summary. Deadline for all advertisements. | ✓ |
| Sept 24, 2025
(Wed, 6:00 pm) | Hold a public Hearing to adopt the final Millage Rate & Budget | ✓ |
| By Sept 27, 2025
(Saturday) | Send Resolution adopting the final Millage Rate to the Property Appraiser, the Tax Collector, and the Department of Revenue | ✓ |
| | Within 3 days after receipt of Form DR-422 (and any other applicable forms) from the Property Appraiser, the Town completes and certifies millage back to the Property Appraiser using e-trim system. | ✓ |
| By Oct 24, 2025 | Within 30 days following adoption of the Millage Rate and Budget Resolutions, Town uses Form DR-487, Certification of Compliance, to certify compliance to the Property Tax Oversight Program. | ✓ |



Town of Ocean Breeze Annual Mailer to Residents

(side 1)

June 16, 2025

Dear Occupant:

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

1. Regular Town Council Meetings are held on the second Monday of each month at 10:30 am located at Ocean Breeze Resort Clubhouse, Pineapple Bay Room, 700 NE Seabreeze Way, Ocean Breeze, FL. **Except** during the months of January, April, July and October, the meeting times are **6:00 pm.**

2. Annual budget adoption schedule for fiscal year 2025/2026 is shown below. The meetings will take place at Ocean Breeze Resort Clubhouse, Pineapple Bay Room, 700 NE Seabreeze Way, Ocean Breeze at **6:00 pm.**

- Millage Rate and Budget Workshop, **Wednesday, July 16, 2025**
- Tentative Millage Rate and Budget Hearing, **Wednesday, September 10, 2025**
- Final Millage Rate and Budget Hearing, **Wednesday, September 24, 2025**

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

If you have any questions regarding our meeting schedule, the budget process, or seeking a seat on the Town Council, please do not hesitate to contact the Town Clerk or visit our website at www.townofocceanbreeze.org.

Sincerely,

Karen M. Ostrand
Mayor

Annual Mailer to Residents

TOWN OF OCEAN BREEZE, FLORIDA
***PROCLAMATION – 2025 TOWN ELECTION** (side 2)

ELIGIBILITY:

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

CANDIDATES:

Candidates for office shall file for qualifying with the Town of Ocean Breeze Town Clerk between the qualifying period of Friday, August 1, 2025 through Thursday, August 21, 2025. All qualifying documents are provided by the Town Clerk and can also be accessed on the Town's website at: www.townofocceanbreeze.org

VACANCIES:

The positions of three (3) current Council Members are open. All terms are for two (2) years. The Council Members currently holding seats are: President Kevin Docherty, Michael Heller and Matthew Squires.

REGULAR ELECTION:

The Regular Town Election will be held Tuesday, November 4, 2025.

VOTE BY MAIL BALLOTS:

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

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

ELECTION RETURNS:

Election returns shall be furnished after the Election at the Canvassing Board Meeting on Wednesday, November 5, 2025 at 10:00 am at: Ocean Breeze Resort Clubhouse, Pineapple Bay Room, 700 NE Seabreeze Way, Ocean Breeze, Florida.

DATE TO TAKE OFFICE: Monday, December 8, 2025

VOTER REGISTRATION:

The deadline for registering to vote in the November 4, 2025 Election, is Monday, October 9, 2025. Registration takes place at the Supervisor of Elections' office. Town Office is located at: 1508 NE Jensen Beach Blvd., Jensen Beach, FL 34957
Office hours of operation: Monday – Thursday, 9:00 am – 2:00 pm

Hear Janet, 3 members of
South of Ocean Breeze Council,

My most sincere thanks
for recognizing me and honoring
me as a recipient of the First
Responders Award. I could
not be more honored to live
and work in our community!
Serving you and yours as a
Proud member of Martin
County Fire Rescue is truly
a privilege!

So very much, —

Sincere Thanks,

Mindy Price