

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

July 8, 2019, 10:30 am

Ocean Breeze Resort Clubhouse Pineapple Bay Room
700 NE Seabreeze Way, Ocean Breeze, FL

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

1. Call to Order, President De Angeles

- Pledge of Allegiance
- Roll Call

2. Approval of Minutes – Regular Meeting, Monday, June 10, 2019 (Motion, second, all in favor)

3. Hometown Hero Award(s) Presentation – Treasure Coast Regional League of Cities.

4. November, 2019 Town Council Elections Proclamation (Motion, second, roll call vote)

5. Quasi-Judicial Public Hearing: Consideration of Resolution No. 291-2019:

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF OCEAN BREEZE, FLORIDA APPROVING MINOR AMENDMENTS TO THE OCEAN BREEZE EAST PLANNED UNIT DEVELOPMENT AGREEMENT ADOPTED BY ORDINANCE NO. 220-2015 AND AMENDED BY RESOLUTION NUMBERS 223-2015, 234-2016 AND 238-2016 AND ORDINANCE NO. 241-2016; THEREBY CORRECTING MINOR DIVERGENCES BETWEEN THE PROJECT'S AS-BUILT FEATURES AND THE PUD MASTER PLAN; ADOPTING REVISED STANDARDS FOR A MASTER LIGHTING PLAN, APPROVING A ROOF STRUCTURE OVER THE COMMUNITY PIER AND A CANOE/KAYAK LAUNCH; ACCEPTING MODIFIED ENTRANCE FEATURES, ADOPTING TEMPORARY SIGNAGE PROVISIONS; AS WELL AS OTHER MINOR CHANGES; PROVIDING FOR A SEVERABILITY CLAUSE, AND EFFECTIVE DATE AND FOR OTHER PURPOSES. (Motion, second, roll call vote)

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

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

8. Comments from Town Management Consultant Terry O'Neil

1. Request for authorization to execute an Inter-local Agreement with Martin County for Mosquito Control Services (Motion, second, roll call vote)

2. Status of FY/2019 Council/Mayor conferences and travel budget
3. Request to set FY/2020 budget workshop and tentative millage hearing on Tuesday, July 30, 2019 at 5:01 pm at Ocean Breeze Resort Clubhouse, Pineapple Bay Room (Motion, second, all in favor)

9. Comments from Mayor Ostrand

10. Announcements– Regular Town Council Meeting – Monday, August 12, 2019 at 10:30 am at Ocean Breeze Resort Clubhouse, Pineapple Bay Room

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

TOWN OF OCEAN BREEZE
MINUTES REGULAR TOWN COUNCIL MEETING
Monday, June 10, 2019

Ocean Breeze Jensen Beach Clubhouse, Pineapple Bay Room – 10:30 a.m.
700 NE Seabreeze Way, Ocean Breeze, FL 34957

1. **Call to Order** – President Ken De Angeles called the meeting to order at 10:30 a.m.
 - Pledge of Allegiance – Council Member Gerold led the Pledge of Allegiance
 - Roll Call – President Ken De Angeles, Council Members Kevin Docherty, Richard Gerold, Terry Locatis and David Wagner
Absent – Mayor Karen Ostrand, Vice-President Ann Kagdis
 - Staff Present – Town Management Consultant, Terry O’Neil; Town Attorney, Rick Crary, Town Clerk, Pam Orr, and Bookkeeper/Clerical Assistant, Kim Stanton

2. **Approval of Minutes** – Council Member Locatis asked for clarification of the Minutes of the May 13, 2019 meeting. He referred to page 9 in which Mr. O’Neil asked for Motion regarding the unit with the electrical issues and condemnation. He added that on page 10, he had made this Motion. However, the Minutes stated that “Council Member Locatis stated the matter should be put to a vote.” He commented that he did not think it was clear as to what the Council voted. He stated votes should be made clear.

Pam Orr, Town Clerk, stated that when the Town Council makes a Motion, it should be stated clearly. She explained that discussion continued between the time the Motion was made and the actual vote. She asked that Motions be made clearly.

President De Angeles asked for Council Member Locatis to clarify his Motion.

Council Member Locatis stated that the Motion was for Staff to discontinue with the stipulation procedure and take steps necessary under the Building Code including condemnation of the unit, if necessary, to resolve the matter.

Mr. O’Neil reported that Staff took that action, as the Motion stated, and contacted the owner of the unit and withdrew the Stipulation Agreement. Mr. O’Neil stated that if there was discussion regarding any Motion it would be good practice to restate Motions closer to the final action.

Council Member Docherty, seconded by Council Member Locatis, made a Motion to approve the Minutes of the May 13, 2019 meeting.

In favor: De Angeles, Docherty, Gerold, Locatis

No: Wagner

Absent: Kagdis

Opposed: None

Motion Passed: (4-0)

3. **Budget to Actual Quarter Ending 3/31/2019** – Kim Stanton presented the Budget to Actual to the Town Council.

President De Angeles asked for questions regarding the budget from October 1, 2018 – March 31, 2019.

There were none.

Council Member Wagner, seconded by Council Member Docherty, made a Motion to accept the Budget to Actual report for the quarter ending March 31, 2019.

Roll Call:

In favor: Wagner, Gerold, Locatis, Docherty, De Angeles

Absent: Kagdis

Opposed: None

Motion Passed: (5-0)

4. Request Motion to Accept and Transmit F/Y 2017-2018 Audit Report to appropriate State Level Governmental Agencies – David Haughton, CPA, Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, spoke about and explained the Annual Financial Report including the Report of Independent Auditors, Statement of Net Position, Statement of Activities, Changes in Fund Balance (General Fund and Special Revenue Fund), Auditor's Report on Internal Control with no material weaknesses nor significant deficiencies and Management Letter. Mr. Haughton stated the report would be finalized according to the Council's approval.

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

There were none.

Mr. O'Neil spoke about the complexity of the audit due to the Indian River Drive Project grants and thanked Mr. Haughton.

Council Member Locatis, seconded by Council Member Wagner, made a Motion to approve the Audit Report and forward it to the appropriate authorities.

Roll Call:

In favor: De Angeles, Locatis, Gerold, Wagner, Docherty

Absent: Kagdis

Opposed: None

Motion Passed: (5-0)

5. Comments from the public on topics not on the Agenda – Candi McKenzie, 30 NE Nautical Dr., Ocean Breeze, Florida, commented that after the pool attendant left, individuals were in and around the pool with their own alcohol and wine glasses. She stated that she had brought this matter before the Council before and that she did not believe it was the residents' responsibility to police these matters. She asked about a state agency site inspection and how that might compromise the Resort's liquor license. She stated that the pool attendant hours were changed from ending at 6:30 p.m. to 2:30 p.m. She asked if the Town Council, as the governing body, could help.

Mr. O'Neil answered that following the last Regular Meeting, Staff sent an email to the Division of Alcoholic Beverages and Tobacco in Fort Pierce regarding the comments from the public regarding patrons bringing alcoholic beverages onto a licensed premise. He stated that the Agency was given a copy of highlighted portions, with public comment, of the Minutes and indicated that the license holder was Ocean Breeze Resort. Mr. O'Neil read aloud the email. He stated that the Town had not yet received a response to the questions. He indicated that he understood that an individual cannot bring alcohol onto a license premise. He added that the Town would continue to press for answers to share with the public at the July meeting.

President De Angeles asked Mr. O'Neil to follow up on the matter aggressively.

Council Member Locatis stated that he spoke to (Major) Kent Stanton, the regional area representative, before the license was issued and asked him about this issue. He continued that he was told by Mr. Stanton that the Agency did not oversee operations, and the only reason they would conduct an inspection was if they received a report that a minor was being served alcohol.

Mr. O'Neil stated that the Town had a right to ask the Agency to explain why they would not enforce the rules.

President De Angeles asked if this information had been shared with Sun Communities.

Mr. O'Neil answered that the material was provided to Sun and that he had contacted Sun and left a lengthy message with Chris Walters. He mentioned that there were some signs that had been posted since the last meeting.

Council Member Gerold stated that signs were put up around the pool and that the gates were locked around the pool, except for one. He added that the County Inspector stated that due to safety and liability, all the gates had to be unlocked. He stated that nothing was said about the coolers and/or the drinks.

President De Angeles asked what responsibility Sun Communities had in enforcing these alcohol laws in the pool area.

Mr. O'Neil stated that Sun was the license holder and that they were responsible to adhere to the State laws and regulations. He explained to Mrs. McKenzie that the Town was waiting on a response from the Division of Alcoholic Beverages and Tobacco to the questions of May 28, 2019.

Council Member Wagner suggested using a cell phone camera.

Mrs. McKenzie stated that she did not have her cell phone at the time and asked if the residents could take pictures.

Council Member Gerold spoke about the security cameras and other issues. He commented that nothing was done about the issues so Sun was either ignoring the issue, the cameras did not work or no one was watching the video.

Mrs. McKenzie asked about taking pictures with her cell phone.

Attorney Crary stated he could not advise her about taking pictures with her cell phone.

Paul DiCenso, Buoy Drive, remarked that in defense of Sun, shortly after the email was sent (to the regulatory agency), signs were put up on all the gates and all the gates were locked. He stated that because of complaints, there was a fire inspection and the gates were now open for the safety of the residents; he added that they cannot lock the gates. He commented that he had seen drinking in the pool and recommended that residents and guests who witness these actions, inform those individuals about the rules. He spoke about the pool attendant; and added that people from the Jensen Beach area come into the pool to swim but management was ignoring the problem.

Mrs. McKenzie spoke about an incident in which a resident did speak up about the pool rules and that the response was verbal abuse. She stated it was not the responsibility of the residences to perform these tasks. She spoke about Sun hiring a \$10 an hour pool attendant.

President De Angeles acknowledged that this was a problem and that the Town was attempting to work with Sun to resolve the problem.

Sue Sokel, 175 NE Portside Dr., Ocean Breeze, Florida and asked for a clarification about the roadway with one-way signs. She spoke about turning right at a certain intersection and asked if Portside was one-way from the end of the road. She asked if cars were allowed to turn right on Portside?

President De Angeles stated that this was a Sun Communities issue and she should confer with management.

Mr. O'Neil mentioned that the road-way configuration in the Planned Unit Development was a fixed item and that he did not recall one-way roads. He added that Sun was coming forward with amendments and one of the items to be reviewed were the roadway patterns. He added that if any roadways were not as shown on the Master Plan, Sun should depict them in the amended plan and show how they function appropriately. He commented that he anticipated the roads would be discussed at a PUD Amendment public hearing for the Council to have discretion on approval of one-way movements.

6. Comments from the Council on topics not on the Agenda – Council Member Docherty asked about the status of the “your speed” signs that the Council approved.

Mr. O'Neil answered that the Town had applied to Martin County for a right-of-way permit and confirmed that the County would waive the \$900.00 permit fee. He added that the liability issues associated with the permit application had been resolved and confirmed that Staff had asked to expedite the process. He remarked that the Town obtained two requests for quotes for installation of the signs. He mentioned that delivery time was two weeks from the time the signs were ordered. He noted that they should be installed by the next Regular Meeting.

Council Member Docherty asked about the lighting along Indian River Drive stating that ninety percent of the lights were out and had not been replaced in over a month. He asked if this was Sun's responsibility.

President De Angeles answered that this was Sun's responsibility.

Council Member Locatis asked if these were the public lights.

Council Member Docherty answered that they were not the public lights.

Council Member Gerold stated that at the last meeting, the Council passed a Motion to include certain items within the upcoming PUD Amendment that were going to be tabled due to the fact that residents were away for the summer. He spoke about Sun being overdue with some prior commitments and added he was concerned about compliance. He asked Mr. O'Neil if it would be beneficial to include all of the Amendments. He stated that residents who were away could get the Minutes on-line and he invited further discussion.

Council Member Locatis asked if the Council could obtain some correspondence from Sun stating that the Council could proceed with the meeting and that certain items would be postponed until a future meeting.

Mr. O'Neil answered that at the last meeting, the direction of the Council was regarding pushing the meeting until later in the year and it was discussed that the application could be broken up to do certain, smaller items at the July 8, 2019 public hearing and then, review the other items later. He stated that the Council directed Staff to contact Sun Communities to alert them that the Town Council would like to break-up the PUD Amendments into Minor Amendments with the other PUD Amendments, which might involve the residents, postponed until October or November. He commented that he had communicated that information to Marcela Cambor, Sun's Representative. He added that Sun preferred not to separate the items into separate PUD Amendments, but to come before the Council with a package to perform certain Amendments, i.e. the kayak launch, the cover over the pier and a few other items. He stated there were remedial Amendments which need to take place, i.e. the roadway configuration, location of one-way streets and lighting. He stated that he believed the Council Members hearing the proposed PUD Amendments as a package had advantages. He added that the Town was expecting written correspondence from Sun regarding the matter, but it had not yet been received. He mentioned that this was at the discretion of the Council.

President De Angeles asked if Ms. Cambor had a time in the future when the PUD Amendments would be ready?

Mr. O'Neil answered that if the PUD Amendments were heard at the July 8 Regular Meeting, advertising must take place 15 days in advance of the meeting, all the material had to be submitted and reviewed by Staff, a Resolution would need to be drafted and all the components would need to be reviewed. He stated that this was the plan for the July 8th meeting and that if the PUD Amendments were separated, the applicant would be coming forward with only some of the Amendments. He concluded that for the Town Council to review all the material together might be advantageous. He referred to the letter by Vice-President Kagdis in which she addressed this matter.

Council Member Wagner stated that Town business was not seasonal and that he agreed with Vice-President's Kagdis.

President De Angeles read aloud the letter of May 8th, 2019 from Vice-President Ann Kagdis in which she stated she did not believe it was in the best interest of the Town to delay making a decision on the PUD Amendments.

Council Member Locatis asked if certain issues could be tabled should the Council not be able to finalize a decision about a PUD Amendment item(s).

Mr. O'Neil answered that the Town Council was at liberty, as long as there was a legitimate concern or request for additional information, to decline to make all the decisions at one particular hearing and that they could continue the hearing. He stated that if the Amendments were put back together as an entire package, the Council would consider all the items at the same time, say "no" to certain things, negotiate additional changes and dialogue with the Applicant regarding the Amendments. He asked for guidance from the Council as to how they would like to proceed because it would help in preparing the items for the Council's review.

Council Member Locatis stated that he believed the Council should proceed without breaking up the items.

President De Angeles added that he believed hearing the items as a whole was best. He stated that if the Council heard the PUD Amendments together in one package, they would see the entire scope of issues.

Council Member Locatis stated that he agreed.

Mr. O'Neil stated that in light of the direction from the Council at the last regular meeting, it would be appropriate to create a new Motion giving Staff direction to proceed with the entire Application being considered.

Council Member Docherty, seconded by Council Member Gerold, made a Motion to proceed to review the entire (PUD) package from Sun Communities.

Roll Call:

In favor: Gerold, Docherty, Wagner, Locatis, De Angeles

Absent: Kagdis

Opposed: None

Motion Passed: (5-0)

President De Angeles confirmed that the Council would be reviewing the entire PUD Amendment package at the next Regular Meeting.

Council Member Wagner spoke about his absence at the last Regular Meeting and his dismay that the Minutes indicated a departure from protocol of the meeting Agenda order. He spoke about his disappointment over the public's reaction and the Council's decision to reverse their decision to serve a resident in need of help with bringing his home up to the Florida Building Code.

Council Member Locatis stated that the May 13th Minutes stated the Town Council approved the Minutes of April 8th.

Mr. O'Neil stated that he believed Council Member Wagner was referring to the resident that had construction defects. He stated that at an earlier meeting, the Council decided to assist in the repairs of faulty wiring because the owner did not have the capacity to perform these duties. He remarked that a Stipulation Agreement was prepared, with the assistance of Attorney Crary, and explained the reasons for the Stipulation Agreement. He commented about the Town's level of concern adding that a quote was obtained for around \$2,500.00. He stated that the Town would have lien rights against the property in order to recover the costs for correcting the public safety issue; this was a life safety issue and a means that governments use in the area of code enforcement. He stated that he believed it was the most cost effective manner in dealing with such an issue. He added that the Council deliberated and there was lengthy discussion about the nature of the Stipulation, which had not yet been executed, and the Council decided to go another route so the offer for the Stipulation Agreement was withdrawn in writing. He added that the other option and next step was to proceed with a Notice of Violation with a reasonable period to allow the individual to fix the issues and ultimately, if not repaired, the Town would take steps to ask this individual to leave the premises because this was a life safety issue. He spoke about enforcement options.

Council Member Locatis stated there were several other options presented at that meeting and with the exception of one resident, everyone opposed to setting a precedent such as this. He remarked that it was his belief that two options were going to be followed-up which were two Veterans groups and Habitat for Humanity. He added that he did not believe any of these options were followed-up.

President De Angeles asked Mr. O'Neil if the Town Council had voted to agree to the Stipulation.

Mr. O'Neil answered that he reported to the Town Council the intended course of action at the prior meeting and indicated that there was a level of emergency. He stated that the Town Council, at the subsequent meeting, decided the Town did not want to enter into the Stipulation.

President De Angeles asked about the individual's military service.

Mr. O'Neil stated that the Town could not take on certain responsibilities in this instance and that the Town had been in touch with the Veterans Administration. The information was provided to the individual to be able to receive financial assistance. He added that a local group of Veterans had been alerted to the issue and the individual was put in touch with them as well. He commented that the Town attempted to assist this individual with other options. He stated that the wiring had to be repaired and the Town's options had been described. He remarked about the costs to the Town should the Town go the route of violation notice and eviction.

Attorney Crary stated that he did not attend last month's Town Meeting. He added that this situation raises questions regarding enforcement mechanisms a municipality might use and that the mechanisms were designed to either force, coerce or encourage citizens to act according to the law. He commented that enforcement mechanisms must be in place and they must be tailored in a way that produces results. He continued that, over the decades, due to the Town's low budget, coupled with a need to encourage people to act lawfully, the Town had always found ways that were cost effective. He commented that the most immediate enforcement mechanism, in this case, allows municipalities to enforce the Florida Building Code. He further commented that he had discussed the matter with the Town's Building Official, Larry Massing and added that Martin County had a magistrate system with code enforcement officers that cite individuals. He remarked that the magistrate system lacked the authority to involve the Martin County Sheriff's Department. He noted that ultimately the Town would have to be able to legally abandon, remove someone from their own residence and that would take a judicial order. He stated that whether the Town were to create a code enforcement system, the Town would still have to resort to the Courts. He noted that Mr. Massing informed him that Martin County hired outside counsel in the rare situations to obtain a Court Order, get the Martin County Sheriff involved. He stated it was a long and cumbersome process and included an appeals process. He explained that the Town was attempting to get immediate results for the least amount of money with the Stipulation Agreement. He commented that this was a rare situation because the gentleman was in a terminal condition and lacked the funds to repair an immediate safety situation. He added that the Town's building fund (permit fees) could be used to hire an electrician to immediately make the repair for public health and safety reasons. The Stipulation was designed for this individual to agree to pay the amount the electrician charged and if he did not come up with those funds, the Town would place a lien on his residence. He stated that the lien would have to be paid off upon sale of the unit; not absolutely collectable, but the expense to the Town would be a lot less. He spoke about the uniqueness of Ocean Breeze and its ability to be able to work things out on a small budget. He spoke about the need for the Town to have means and mechanisms in place for such matters as the Town grew. He stated that his goal was to economically perform these tasks. He reiterated that he believed the Stipulation Agreement was best as a method would get the best and quickest results.

Council Member Docherty thanked Mr. Crary for his explanation. He explained that the reason he wanted to abstain from his vote at the last meeting was to hear a precise explanation.

Attorney Crary stated that this was a rare situation and he believed it did not set a precedent; he added that governments had the right to as to what they enforce and what they do not.

President De Angeles asked Mr. O'Neil if any of the other possible solutions had been investigated.

Mr. O'Neil answered that the Town had found other resources that might intervene and stated that to his knowledge, this had not worked. He commented that Staff had put forth the effort to get the information and steer the individual in the right direction. He continued that, to the best of his knowledge, outside assistance had not taken place. He stated that the Building Official was in a position to issue a Notice of Violation.

President De Angeles asked if Sun Communities had been approached.

Mr. O'Neil answered that this was an owned unit, not a rented unit; he added that he believed they were aware of the situation.

Mr. Crary asked that the Minutes reflect that the Town had health, safety and welfare responsibilities; the Town would not be held liable in a case such as this.

Ron Reilly, 10 NE Nautical Drive, Ocean Breeze, stated that he owned an older unit in the resort and decided to get a new one. He stated that when the older units were built, they were built to code, and the codes have changed. He spoke about older units to which residents had been relocated that were not up to code. He asked if these units would be considered "Grandfathered-In?"

Mr. Crary answered that if someone were to go before a Judge, it would be up to Larry Massing, Town Building Official, to prove that an issue was creating an immediate threat to life or limb; he believed a Judge would rule that the matter had to be corrected. He stated that the opposing side could prove that the unit was Grandfathered-In and it would be a matter of how the Judge weighed the issue.

Mr. Reilly asked if the Town would be responsible for repairing someone's unit in a similar situation.

Mr. Crary answered that if a person was in danger....

Mr. Reilly interrupted and asked if the Town were to perform this type of repair for one of the units, why the Town wouldn't perform this repair for the rest of the units.

Mr. Crary stated that if an individual had the ability to pay and refused to repair their unit, it was unlikely that the Town would attempt to repair the unit. He added that the process to condemn and evict an individual was cumbersome.

Council Member Wagner spoke about the uniqueness of this particular situation citing that this individual was relocated into this unit that was not up to code. He added that when Sun was approached, they told this individual that this move was made by Carefree and that it was not Sun's problem. He stated that when Sun purchased the resort, they bought everything. He noted that there was not an issue until a problem occurred and then, the issue was discovered. He commented that ultimately this was a Sun issue, but they refused to deal with the problem. He stated the matter had to be addressed and that it was a safety issue.

Mr. Crary reiterated his favor towards the Stipulation Agreement due to the expense of the alternative.

Deirdre Henry, 107 NE Bay Drive, Ocean Breeze, stated that she, as a legacy resident, had someone help maintain her unit and she knew of another qualified individual who might help. She spoke about the poor condition of her roof and leaks. She stated that when one owns property, along with that comes responsibilities and she believed that if someone couldn't take care of their responsibilities, perhaps they should go elsewhere.

Council Member Locatis asked if Staff was able to obtain any financial information about the individual; assets, liabilities, etc.

Attorney Crary answered that he would not investigate that because of the costs to the Town.

Council Member Locatis asked if anyone verified the “hardship” issue.

Mr. O’Neil answered that the enforcement mechanism (Stipulation) put the Town in a position where they could recover the \$2,500 and that he did not believe that anyone with means would enter into such a stipulation. He stated that because the matter was brought before the Town and this gentleman was a Veteran, Staff set in motion the search for other funding sources.

Council Member Locatis asked if anything was verified.

Mr. O’Neil answered that this was not a loan, but a compliance matter. He stated that the Town did not have a system in place and he did not recommend setting one up because this was not a loan, but an enforcement issue.

Attorney Crary stated that the Stipulation stated that at the point that the electrician generated a bill, the individual had to pay and if he didn’t pay, in other situations, you would have to go into Court and sue and get a lien. The Stipulation also stipulates that if he doesn’t pay in a timely manner, he would agree to a lien being placed on his unit so the judicial steps were being cut out.

Joe Lynch, 123 NE Bay Drive, Ocean Breeze, asked that if something happened to this individual and the unit gets taken over by someone in his family, would the Town have to wait to recover these dollars.

Attorney Crary stated that the legacy tenancy was not transferrable to their heirs; “correct?”

Mr. O’Neil answered that the legacy status was not transferrable but the PUD allowed protections to legacy residents regarding ownership. He stated that Staff’s view on this situation was that if the unit were sold or transferred, the lien would be in position. He stated if the unit were sold or transferred to Sun, the Town’s position was that permitting would cease until the lien was satisfied.

Attorney Crary stated that very few purchasers want to purchase something with a lien; but, if inherited with a lien, the Town would have the option of foreclosing the lien if it were not paid.

President De Angeles asked for further comments.

There were none.

7. Comments from Town Management Consultant Terry O’Neil – No further comments.

8. Comments from Mayor Ostrand – absent.

9. Announcements – President De Angeles announced the Monday, July 8, 1019 Regular Town Council Meeting to be held at 10:30 a.m. at Ocean Breeze Resort Clubhouse, Pineapple Bay Room.

- Florida Legislature passed HB107 was passed – wireless communication while driving authorizes the enforcement of texting while driving as a primary offence. Additionally, the bill specifies that the person may not use a hand-held wireless communication device while driving in a designated, sensitive area, school crossing, school zone or work zone area while workers were present or were operating equipment.
- Environment Regulations Bill – originally issued with the contaminated recyclable materials but a provision was added that included a moratorium on local motion of the single-use plastic straw – vetoed by Governor DeSantis.

President De Angeles asked for further comment.

There were none.

10. Adjourn – Council Member Wagner, seconded by Council Member Locatis, made a Motion to adjourn the meeting at 11:54 a.m.

In favor: De Angeles, Docherty, Gerold, Locatis, Wagner

Absent: Kagdis

Opposed: None

Motion Passed: (5-0)

Respectfully Submitted,

Pam Orr,

Town Clerk

Minutes approved: _____



301 S. Bronough Street, Suite 300 • Post Office Box 1757 • Tallahassee, FL 32302-1757
(850) 222-9684 • Fax: (850) 222-3806 • Website: flcities.com

Mayor Karen Ostrand and Council Vice-President Ann Kagdis Honored with 2019 Home Rule Hero Award

Ocean Breeze officials recognized for advocacy efforts during the 2019 legislative session

FOR IMMEDIATE RELEASE: May 27, 2019

CONTACT: Pam Orr

Town Clerk at Town of Ocean Breeze

The Florida League of Cities recently recognized Ocean Breeze Mayor Karen Ostrand and Council Vice President Ann Kagdis with 2019 Home Rule Hero Awards. They earned this prestigious award for their tireless efforts to protect the Home Rule powers of Florida's municipalities and advance the League's legislative agenda during the 2019 legislative session.

"The dedication and effort of these local officials during the 2019 legislative session was extraordinary," said **FLC Legislative Director Scott Dudley**. "These are some of our biggest advocates for municipal issues, and they're shining examples of local advocacy in action. On behalf of the League and its legislative team, we're proud to recognize each and every one of them and thank them for their service."

Home Rule is the ability for a city to address local problems with local solutions with minimal state interference. Home Rule Hero Award recipients are local government officials, both elected and nonelected, who consistently responded to the League's request to reach out to members of the legislature and help give a local perspective to an issue.

Both Mayor Ostrand and Vice-President Kagdis have served on the legislative policy committees and the advocacy teams in order to support agendas which recognize and consider the importance of the diverse municipal voices within our state. Ocean Breeze is the 8th smallest municipality within the State.

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AGENDA ITEM #4

TOWN OF OCEAN BREEZE, FLORIDA PROCLAMATION – 2019 TOWN ELECTION

ELIGIBILITY:

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

CANDIDATES:

Candidates for office shall file for qualifying with the Town of Ocean Breeze Town Clerk between qualifying period of Thursday, August 1, 2019 through Wednesday, August 21, 2019 at 12:00 p.m. All qualifying documents are provided by the Town Clerk and can also be accessed on the Town's web-site at: www.townofoceanbreeze.org

VACANCIES:

The positions of three (3) Council Members are open. Term is for two (2) years. The Council Members currently holding these positions are: Ken De Angeles, Ann Kagdis and Kevin Docherty.

REGULAR ELECTION:

The Regular Town Election will be held Tuesday, November 5, 2019.

ABSENTEE 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 a.m. to 7:00 p.m.

ELECTION RETURNS:

Election returns shall be furnished the morning after the Election at the Canvassing Board Meeting on Wednesday, November 6, 2019 at 10:00 am at: Town of Ocean Breeze, Town Office, 1508 NE Jensen Beach Blvd, Jensen Beach, FL 34957.

DATE TO TAKE OFFICE: Monday, November 11, 2019

VOTER REGISTRATION:

The deadline for registering to vote in this November 5, 2019 Election, is Monday, October 7, 2019.

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

AGENDA ITEM #5

Memorandum

To: Ocean Breeze Town Council and Mayor

From: Terry O'Neil, Town Management Consultant

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

Date: June 24, 2019

Re: Proposed minor amendments to the 2015 Ocean Breeze East Planned Unit Development (PUD) Agreement

Ocean Breeze Resort owner, Sun Communities, is seeking to amend its 2015 Planned Unit Development (PUD)¹ Agreement with the Town Council for the fifth time. A summary of the PUD's initial approval and subsequent amendments is provided below:

	Date adopted	Description
Ordinance No. 220-2015	January 27, 2015	Original PUD -- rezoned the 44.35-acre Ocean Breeze Mobile Home Park property to PUD, established a Master Site Plan, a list of permitted uses, design standards, development conditions and a time table for development.
Resolution No. 223-2015	August 13, 2015	Minor amendment -- allowed for minor site plan modifications to accommodate pedestrian, golf cart and bicycle connections to downtown Jensen, minor curb adjustments to better accommodate fire protection, provided for improved landscaping and the location of elevated units.
Resolution No. 234-2016	February 8, 2016	Minor amendment -- allowed for the installation of traffic gates and other minor traffic improvements at the east and west ends of the abandoned Ocean Breeze Drive right-of-way, as well as on-street parking spaces on the abandoned right-of-way.
Resolution No. 238 - 2016	August 1, 2016	Minor amendment -- allowed for the installation of community mailboxes, minor changes to the guest parking configuration, the reconfiguration of two streets, fixing the location of gateway entrances, further defines the term "legacy resident," and adjusts the seawall's configuration.
Ordinance No. 241-2016,	December 12, 2016.	Major amendment -- allowed for changes to the street network, reduced the project's overall density, expansion of the amenity area, approval of future commercial development by minor amendment, permits unit owners to install solar panels, allows temporary use of lots for RV's, accelerates the project's time table for development.

¹ PUD zoning is a common planning tool through which a developer and a local government negotiate a mutually agreed upon master site plan and development conditions outside the prescriptive requirements of a jurisdiction's ordinary zoning code. This allows for more innovative design, a chance to balance the interests of both the developer and the jurisdiction, and perhaps most importantly, an enhanced level of certainty as to what will be built and when. That said, while flexibility is provided for in the PUD process, it is important to note that all PUD developments must be well designed and fully consistent with a community's Comprehensive Plan.

Currently Proposed Amendments

Sun's proposed amendments are encompassed in draft Resolution No. 291-2019, a copy of which is attached. In staff's view, these amendments fall into two categories: (1) changes Sun wishes to make and (2) remedial changes deemed necessary by staff to correct or "true up" any site-layout discrepancies that have occurred during construction or minor inconsistencies with prescriptive language of the PUD. A summary of these changes is provided below. Sun representative, Marcela Camblor, will attend the public hearing to discuss each item.

	Proposed Change	Request by Sun	Remedial	Description	Change found	Staff comments
1.	Addition of a floating kayak launch	X		12' x 30' (approx.) floating aluminum structure.	On revised site plan.	No objection.
2.	Installation of a cover over the existing pier	X		10' x 10' (approx.) wood frame structure with metal roof located on existing pier.	On revised site plan.	No objection.
3.	Addition of language allowing for temporary (promotional) signage	X		Instead of being regulated by a town-wide sign code, which has been under consideration by the Town Council, Sun proposes to allow for the limited use of temporary promotional signs (i.e.: banners) as part of its PUD agreement.	Resolution No. 291-2019, Section 1. Item c.	Staff supports a specific provision for Sun's temporary signage, but has asked whether permitting promotional displays 12 times a year might be a bit excessive.

	Proposed Change	Request by Sun	Remedial	Description	Change found	Staff comments
4.	New and existing one-way traffic patterns		X	One way traffic patterns currently in place do not fully match the approved master site plan. Sun is seeking to amend the plan to reflect new and existing one-way patterns. A licensed engineer (Mac Kenzie), representing the Town's interests, has reviewed the proposed traffic patterns and deems them to be of sound design. (See attached letter from Mac Kenzie).	On revised site plan.	No objection.
5.	Revised entrance features		X	Sun has added several monument features at the resort's entrances which are not on the current master plan. This amendment corrects this discrepancy.	On revised site plan.	No objection.
6.	Lighting plan		X	The original PUD called for a lighting plan at the site permit phase. While substantial lighting has been installed, a comprehensive lighting design was not made part of the plan. This amendment reaffirms that such a plan must be (1) approved by the Town's engineer, (2) made part of the site permit within 30 days and (3) fully installed within 75 days of this amendment.	Draft Resolution No. 291-2019, Section 2, item f.	No objection subject to engineer's comment letter. See background materials.
7.	Upland beach adjacent to community pier		X	While the original PUD site plan depicts a Tiki Hut in the vicinity of the community pier, it does not shown the structure's dimensions or the ground materials to be used.	On revised site plan.	No objection.

	Proposed Change	Request by Sun	Remedial	Description	Change found	Staff comments
				This amendment provides this information.		
8.	Street names		X	During the course of development, the resort owners have coordinated with the Town Council on re-naming streets. This application amends the current site plan to reflect these name changes. No changes to street names, as shown on existing street signs, are proposed.	On revised site plan.	No objection.
9.	Parking spaces adjacent to main office		X	Amendment accounts for the reconfiguration of handicapped-accessible spaces and addition of golf cart spaces.	On revised site plan.	No objection.
10.	Parking spaces in the northern area of the resort.		X	The proposed amendment accounts for the relocation of two parking spaces in the north area of the resort, west of Indian River Drive.	On revised site plan.	No objection.
11.	Additional dog park.		X	With the support of residents, Sun has added a dog park at the southern node of the resort. This amendment accounts for the addition.	On revised site plan.	No objection.
12.	Mail box pavilions, kiosks		X	Again, with the support of residents, Sun has revised its initial plan for one mail box pavilion/kiosk, in favor of scattered sites. This amendment accounts for this change.	On revised site plan.	No objection.
13.	Recreation area		X	The exact size and location of the resort's central recreational	On revised site plan.	No objection.

	Proposed Change	Request by Sun	Remedial	Description	Change found	Staff comments
				facilities were not precisely fixed in earlier PUD iterations. This amendment shows these improvements as presently constructed.		

Staff recommendation

As indicated above, staff offers no objections to Sun's proposed amendments.

Note: Larger versions of the existing and proposed Master Site Plans are included on the packet for easier review.

Attached Documents:

Quasi-judicial hearing process sheet

Staff memo

Resolution No. 291-2019, including exhibits "A" and "B"

Additional background materials provided by applicant

TOWN OF OCEAN BREEZE, QUASI-JUDICIAL HEARING PROCEDURE

1. Council President reads the title of the resolution.
2. Council President asks: *"Do Council Members have any exparte communications to disclose?"*
3. Council Members disclose exparte communications, if any.
4. Council President then states: *"All those giving testimony, please stand, raise your right hand, and be sworn in."* (Town Attorney administers oath).
5. Council President asks staff, *"Please present your testimony, including any evidence, and your recommendation regarding this case."*
6. Council President then states, *"The petitioner may now give testimony and call any witnesses."*
7. Council President asks, *"Do Council Members have any questions for the petitioner?"*
8. Council President then asks, *"Does staff have any questions for the petitioner?"*
9. Council President asks, *"Does the petitioner wish to offer any rebuttal testimony?"*
10. Council President asks: *"Does any member of the public wish to comment?"* (Comments must be made at the podium and must be addressed to the Town Council).
11. Council President closes the hearing at the conclusion of all the evidence and asks the Town Council Members to deliberate in public asking them to cite the facts being considered and then to state their position.
12. Council President then considers a motion to approve the resolution; a motion to approve with conditions; a motion to deny the request; or, a motion to continue the hearing to a date certain.



**BEFORE THE TOWN COUNCIL
OF THE TOWN OF OCEAN BREEZE, FLORIDA**

RESOLUTION NUMBER 291-2019

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF OCEAN BREEZE, FLORIDA APPROVING MINOR AMENDMENTS TO THE OCEAN BREEZE EAST PLANNED UNIT DEVELOPMENT AGREEMENT ADOPTED BY ORDINANCE NO. 220-2015 AND AMENDED BY RESOLUTION NUMBERS 223-2015, 234-2016 AND 238-2016 AND ORDINANCE NO. 241-2016; THEREBY CORRECTING MINOR DIVERGENCES BETWEEN THE PROJECT'S AS-BUILT FEATURES AND THE PUD MASTER PLAN; ADOPTING REVISED STANDARDS FOR A MASTER LIGHTING PLAN, APPROVING A ROOF STRUCTURE OVER THE COMMUNITY PIER AND A CANOE/KAYAK LAUNCH; ACCEPTING MODIFIED ENTRANCE FEATURES, ADOPTING TEMPORARY SIGNAGE PROVISIONS; AS WELL AS OTHER MINOR CHANGES; PROVIDING FOR A SEVERABILITY CLAUSE, AND EFFECTIVE DATE AND FOR OTHER PURPOSES

WHEREAS, NHC FL143 LLC, a Florida Limited Liability Company, hereafter Applicant, has applied to amend the Ocean Breeze East Planned Unit Development Agreement, approved by Ordinance No. 220-2015, thereby correcting minor divergences between the project's as-built features and the latest PUD Master Plan; adopting revised standards for a master lighting plan, approving a roof structure over the community pier and a canoe/kayak launch; accepting modified entrance features, adopting temporary signage provisions; as well as other minor

changes; as depicted in Exhibits "A" Revised Master Site Plan, Exhibit "B" Lighting Standards attached hereto and Section 1 below, and

WHEREAS, the Ocean Breeze Town Council has held duly advertised public hearings to consider the Applicant's request and deems it in the Public's best interest to grant approval.

NOW THEREFORE, THE TOWN COUNCIL OF THE TOWN OF OCEAN BREEZE, FLORIDA resolves, as follows:

SECTION 1: The following minor amendments to the Ocean Breeze East Planned Unit Development Agreement, as previously amended, are hereby approved as follows:

- a. The installation of an approximately 12' x 30' canoe/kayak launch, as shown on Exhibit "A".
- b. The installation of an approximately 10' x 10' roof structure over a portion of the community pier, as shown on Exhibit "A".
- c. Temporary promotional signage. Notwithstanding any Town ordinances to the contrary, the applicant shall be permitted to display up to (6) six temporary, feather signs, not to exceed 14' in height and 3' in width, within 150' north and south of the resort's main office building fronting Indian River Drive. These signs shall be limited to the applicant's private property on the west side of Indian River Drive. Use of one or more of these signs, for up to 7 consecutive days, shall be permitted during daylight hours and shall constitute a single "display event". A display event shall be permitted up to (12) twelve times per calendar year upon prior written notice of the display event's starting date and duration to the Town Clerk. Other temporary signage, that is signage which does not require a building permit, that is either inside a structure's window or not visible from a public right-of-way, shall be permitted, provided said signage shall not pose a threat to public safety.
- d. New and existing one-way traffic patterns, as shown on Exhibit "A".
- e. Revised entrance features, as shown on Exhibit "A".
- f. Lighting standards, prescribed by Ordinance No. 220-2015, are hereby amended as shown on Exhibit "B" attached. Further, the applicant shall, with approval of the Town's engineering representative as to design and safety, amend its site construction permit and plan to include lighting features within 30 days of the date of this resolution's approval. Moreover, the applicant shall install and perpetually maintain all lighting shown on said lighting plan within 75 days of this resolution's approval. Changes to the final lighting plan shall require site construction permit amendment.

- g. Street names. The master site plan is hereby amended to shown street names as currently existing, as shown on Exhibit "A".
- h. Provision of dimensions and ground materials to be used for the upland beach area's "Tiki Hut", as shown on Exhibit "A".
- i. Reconfiguration of parking spaces adjacent to the resort's main office building fronting Indian River Drive, as shown on Exhibit "A".
- j. The reconfiguration of parking spaces in the north area of the resort, west of Indian River Drive, as shown on Exhibit "A".
- k. Additional dog park. The master site is hereby amended to reflect an additional, existing dog park in the resort's southern node, as shown on Exhibit "A".
- l. Mailbox pavilions/kiosks. The master site is hereby amended to reflect several existing mailbox pavilions and kiosks, as shown on Exhibit "A".
- m. Recreation area. The master site is hereby amended to reflect the existing, as-built configuration of the resort's central recreation facilities.

SECTION 2. All ordinances and resolutions or parts of resolutions and ordinances in conflict herewith shall be repealed.

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

SECTION 4. Applicant hereby ratifies and confirms that all terms and conditions of Ordinance No. 220-2015 and Resolution Numbers 223-2015, 234-2016 and 238-2016 and Ordinance No. 241-2016, except as may be amended herein, shall remain in full force and effect.

SECTION 5. This resolution shall become effective immediately upon adoption, however, if the applicant fails to execute the "Acceptance and Agreement" provisions contained herein within (45) forty-five days of the approval of this resolution, this resolution shall become void.

SECTION 6. This resolution shall be recorded in the public record of Martin County, the cost of which shall be paid by the applicant.

Council Member _____ offered the foregoing resolution and moved approval on the second reading. The motion was seconded by Council Member _____ and upon being put to a roll call vote, the vote was as follows:

KEN DE ANGELES, PRESIDENT
ANN KAGDIS, VICE-PRESIDENT
TERRY LOCATUS, COUNCIL MEMBER
RICHARD GEROLD, COUNCIL MEMBER
DAVID WAGNER, COUNCIL MEMBER
KEVIN DOCHERTY, COUNCIL MEMBER

YES	NO	ABSENT	ABSTAIN

Adopted this 8th day of July, 2019.

ATTEST:

PAM ORR
TOWN CLERK

KEN DE ANGELES
COUNCIL PRESIDENT

APPROVED AS TO FORM:

WILLIAM F. CRARY, II
TOWN ATTORNEY

KAREN OSTRAND
MAYOR

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE FOREGOING RESOLUTION, AND ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE FOREGOING RESOLUTION. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS COMMERCIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS RESOLUTION, ITS CONDITIONS, AND THE DEVELOPMENT DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS RESOLUTION MAY BE AMENDED OR REPEALED BY THE TOWN COUNCIL, AND THAT OTHER ADMINISTRATIVE ACTIONS AND PENALTIES MAY BE TAKEN AGAINST THE UNDERSIGNED, ITS SUCCESSORS OR ASSIGNS, BY THE TOWN, INCLUDING BUT NOT LIMITED TO SANCTIONS DESCRIBED IN THIS RESOLUTION, CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING SUSPENSIONS OR REVOCATIONS, AND ANY OR ALL OTHER APPLICABLE CIVIL AND CRIMINAL ACTIONS. IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

NHC FL143 LLC

a Florida limited liability company,

By: Colleen Edwards,

Print Name: _____

Its President

By: _____

Name: _____

Print Name: _____

Title: _____

OWNERS ACKNOWLEDGMENT

The above Acceptance and Agreement of Resolution No. 219-2019 was acknowledged before me this _____ day of _____, 2019, by Colleen Edwards, the President of NHC FL143 LLC.

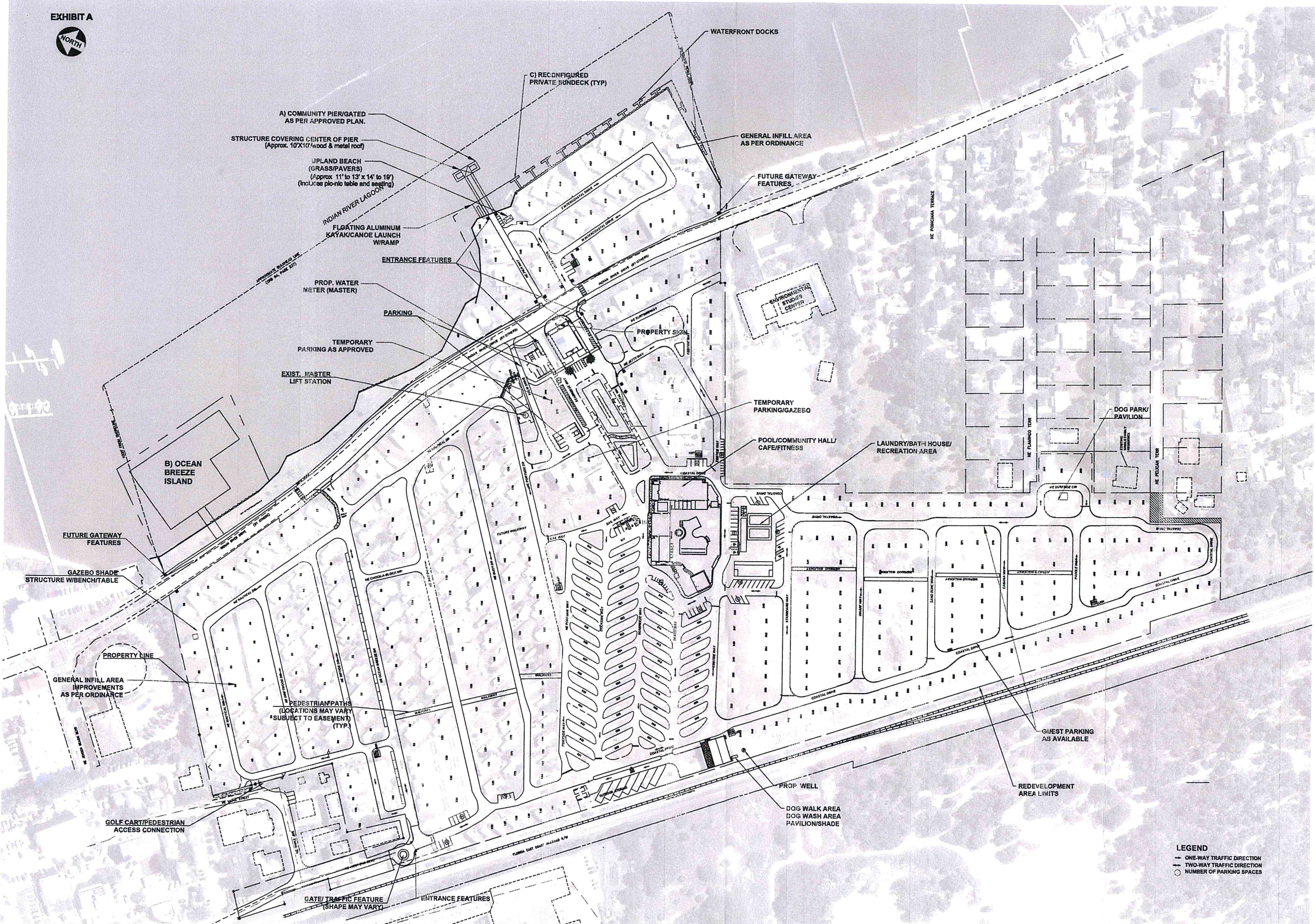
Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____



DATE: 03.13.2019



CAPTEC
Engineering, Inc.

Civil Engineering Professionals

301 NW Eagle Ave., Ste. 201
Shawnee, Florida 32694
Phone: (772) 692-4344
Fax: (772) 692-4341

Engineering Business
No. EE-0007657

DATE: 03.18.2019
DRAWN BY: MCA
CHECKED BY: MCA
PROJECT No.:
HORZ. SCALE: 1:100
VERT. SCALE: N/A
CADD FILE: CADDFILE

[illegible]

**OCEAN BREEZE EAST PUD
TOWN OF OCEAN BREEZE
MARTIN COUNTY - FLORIDA**

**OCEAN BREEZE RESORT
04.24.2019**

ENGINEER OF RECORD
Rhett Keene, P.E.
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 65626

Printed Date:

JOB No.: **0320190**

9. LIGHTING STANDARDS

Figures 9.1. and 9.2 depict the general type post-top lights mounted on fiberglass tops - supplied and approved by FPL that will be used along streets as specified in each specific Phase master plan. Light fixtures may be powered by conventional, solar or alternative green, sustainable sources. **Figures 9.3 and 9.4** depict typical, lantern-style appropriate traditional fixtures to furnish community buildings. Bottom mounted fixtures to illuminate entrance features are permitted. Changes to an approved lighting master plan to address any potential health and safety concerns as determined by the Town's engineer shall be processed administratively.



Figure 9.1



Figure 9.2



Figure 9.3



Figure 9.4

ADDITIONAL BACKGROUND MATERIALS PROVIDED BY APPLICANT

Cover letter

Newspaper advertisement

Public notice mailing, property owners list and affidavit of mailing

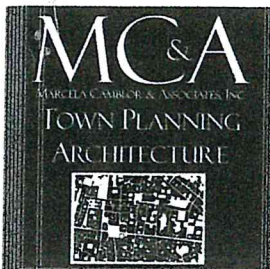
Photos of notification signs

Proposed (draft) Lighting Plan

As-built Lighting Plan

Ocean Breeze PUD Master Plan (as currently configured, before proposed amendments)

Engineer's Letter



MARCELA CAMBLOR & ASSOCIATES, INC
Town Planning • Architectural Design

June 21st, 2019

Mr. Terry O'Neil
Town Manager, Town of Ocean Breeze

Terry

Dear Mr. O'Neil,

Attached please find supporting documentation for a minor amendment to the Ocean Breeze East PUD.

Information included is as follows:

- Notice of Public Hearing add
- Affidavit attesting to notification
- Notice to surrounding property owners
- List of surrounding property owners
- Proof of signage posted
- Copy of posted sign
- Ocean Breeze East PUD Master Plan
- Exhibit A – Proposed amendments to Ocean Breeze East PUD Master Plan
- Exhibit B – Proposed amendments to lighting standards
- Exhibit C – Proposed amendments to Signage standards
- Information sheets regarding "As Is" lighting and proposed ultimate lighting layout.

I look forward to working with you and the Town to implement necessary minor amendments and correct minor divergences as appropriate.

Sincerely,

Marcela Cambor-Cutsaimanis, AICP

Principal, MC&A

NOTICE OF PUBLIC HEARING BEFORE THE TOWN COUNCIL
OF THE TOWN OF OCEAN BREEZE, FLORIDA

The Town of Ocean Breeze Town Council shall meet on July 8, 2019 at 10:30 am to consider approval of Proposed Resolution Number 291-2019 as follows:

Resolution No. 291-2019 consisting of minor amendments to the Ocean Breeze East PUD adopted by Ordinance No. 220-2015, and amended by Resolution Numbers 223-2015, 234-2016 and 238-2016 and Ordinance No. 241-2016, thereby allowing for corrections to minor divergences between as-built features and the PUD Master Plan, revised provisions for a lighting plan, incorporation of covered area on the community pier and a canoe/kayak launch, identification of modified entrance features, the incorporation of temporary signage provisions, and other minor changes.

HEARING WILL OCCUR Monday, July 8, 2019 at 10:30 am at the Ocean Breeze Resort Clubhouse, Pineapple Bay Room, 700 NE Seabreeze Way, Ocean Breeze, Florida.

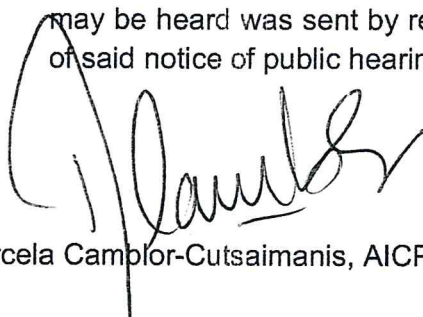
All interested parties and citizens may appear and be heard as to any and all matters pertinent to the request. A copy of the application is available for inspection at the Ocean Breeze Town Office. The Town office is located at 1508 NE Jensen Beach Blvd, Jensen Beach, FL. If you have any questions regarding this notice, please feel free to call (772) 334-6826, Monday-Friday 9:00 AM – 12:00 PM. Americans with Disabilities Act (ADA); anyone who needs a special accommodation for this meeting should contact the Town Clerk at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Publish Friday, June 21, 2019
Affidavit Required

AFFIDAVIT ATTESTING TO NOTIFICATION

Marcela Cambor-Cutsaimanis, being first duly sworn, deposes and says:

1. The property described in Exhibit "A" (the "Property") is the subject matter of an application to the Town of Ocean Breeze ("Town") to amend the Ocean Breeze East PUD ("OBEPUD")
2. The address of the Property is: 3000 NE Indian River Drive - Jensen Beach, FL 34957
3. The Property is owned by: N H C FL143 LLC
4. The minor PUD amendment requires notice of public hearings to be sent to all owners of property located within 300 feet of the Property. A list of all owners, along with their addresses, of property located within 300 feet of the Property is attached hereto as Exhibit "B."
5. The notice was also sent to surrounding local governments (Martin County).
6. On Friday July 21st 2019, a notice announcing a public hearing to be held in front of the Town of Ocean Breeze Town Council on July 8th 2019 at 10:30am or soon thereafter as the matter may be heard was sent by regular U.S. Mail to all those owners listed in Exhibit "B." A copy of said notice of public hearing is attached hereto as Exhibit "C."

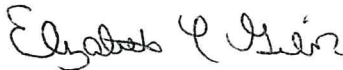

Marcela Cambor-Cutsaimanis, AICP

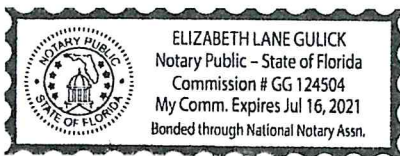
SWORN TO AND SUBSCRIBED before me this 1 day of July 2019.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: July 16, 2021

Notary Stamp/Seal





Notice to Surrounding Property Owners

Subject: **Public Hearing Before:**
Town of Ocean Breeze Town Council

Petitioner: N H C FL143 LLC
Ocean Breeze – Sun Communities

Parcel ID #: 22-37-41-000-000-00700-0

Address of Property: 3000 NE Indian River Drive
Jensen Beach, FL 34957
See Attached Location Map

Proposed Request: Proposed Resolution No. 291-2019 consisting of minor amendments to the Ocean Breeze East PUD adopted by Ordinance No. 220-2015, and amended by Resolution Numbers 223-2015, 234-2016 and 238-2016 and Ordinance No. 241-2016, thereby allowing for corrections to minor divergences between as-built features and the PUD Master Plan, revised provisions for a lighting plan, incorporation of covered area on the community pier and a canoe/kayak launch, identification of modified entrance features, the incorporation of temporary signage provisions and other minor changes.

Dear Property Owner:

The Town of Ocean Breeze Town Council will conduct a public hearing to consider the above request on

**Wednesday, July 8th, 2019 at 10:30 AM at the Ocean Breeze Resort Clubhouse
Pineapple Bay Room, 700 NE Seabreeze Way, Ocean Breeze, Florida.**

All interested parties and citizens may appear and be heard as to any and all matters pertinent to the request. A copy of the application is available for inspection at the Ocean Breeze Town Office. The Town office is located at 1508 NE Jensen Beach Blvd, Jensen Beach, FL. If you have any questions regarding this notice, please feel free to call (772) 334-6826, Monday-Friday 9:00 AM – 12:00 PM. Americans with Disabilities Act (ADA); anyone who needs a special accommodation for this meeting should contact the Town Clerk at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

General Location Map

Note: General Location Depicted. Legal Parcel boundaries are as outlined in the legal property description, (see OBEPUD document for more information).



Martin County Property Appraiser
Laurel Kelly, CFA

Main Office

1111 SE Federal Highway
Suite 330
Stuart, Florida 34994
Phone: (772) 288-5608
Fax: (772) 221-1346

Hobe Sound Annex

11726 SE Federal Hwy
Island Crossings Center
Hobe Sound, Florida 33455
Phone: (772) 546-1309
Fax: (772) 546-3287

Notice

Rev. 10/17

Public information data is furnished by the Martin County Property Appraiser's office, and must be accepted and used by the recipient with the understanding that this office makes no warranties, expressed or implied, as to the correctness, accuracy, reliability, completeness, usefulness, suitability and/or timeliness of information or links herein.

This data is not certified. This data does not include any owners who qualify for confidentiality pursuant to FS 119.071 & 493.6122. This office assumes no liability associated with the use or misuse of such data.

The address labels are formatted for 1" x 2 5/8" labels. 3 across by 10 down.
Compatible with Avery 5160.

1900 JENSEN BEACH BLVD LLC 516 SW AKRON AVE STUART FL 34994	FLORIDA EAST COAST RAILWAY LLC 7150 PHILIPS HWY STE 300 JACKSONVILLE FL 32256	FORESTAR USA REAL ESTATE GROUP INC 10700 PECAN PARK BLVD STE 150 AUSTIN TX 78750
BARBARA MENOLD REVOCABLE TRUST 7839 SE RIVER LN STUART FL 34997	FLORIDA EAST COAST RAILWAY LLC 7150 PHILIPS HWY STE 300 JACKSONVILLE FL 32256	FORESTAR USA REAL ESTATE GROUP INC 10700 PECAN PARK BLVD STE 150 AUSTIN TX 78750
BEAKMON BEAKS LLC 155 SUNRISE DR #2C KEY BISCAYNE FL 33149	FORESTAR USA REAL ESTATE GROUP INC 10700 PECAN PARK BLVD STE 150 AUSTIN TX 78750	FORESTAR USA REAL ESTATE GROUP INC 10700 PECAN PARK BLVD STE 150 AUSTIN TX 78750
BERNTSON MATHEW PO BOX 1506 JENSEN BEACH FL 34958	FORESTAR USA REAL ESTATE GROUP INC 10700 PECAN PARK BLVD STE 150 AUSTIN TX 78750	FORESTAR USA REAL ESTATE GROUP INC 10700 PECAN PARK BLVD STE 150 AUSTIN TX 78750
BRICK BLOCK LLC 1899 NE JENSEN BEACH BLVD JENSEN BEACH FL 34957	FORESTAR USA REAL ESTATE GROUP INC 10700 PECAN PARK BLVD STE 150 AUSTIN TX 78750	FORESTAR USA REAL ESTATE GROUP INC 10700 PECAN PARK BLVD STE 150 AUSTIN TX 78750
COLLETTI PAUL 2152 NE PELICAN TERR JENSEN BEACH FL 34957	FORESTAR USA REAL ESTATE GROUP INC 10700 PECAN PARK BLVD STE 150 AUSTIN TX 78750	FORESTAR USA REAL ESTATE GROUP INC 10700 PECAN PARK BLVD STE 150 AUSTIN TX 78750
CONDOMINIUM HEADER N/A UNKNOWN FL	FORESTAR USA REAL ESTATE GROUP INC 10700 PECAN PARK BLVD STE 150 AUSTIN TX 78750	FORESTAR USA REAL ESTATE GROUP INC 10700 PECAN PARK BLVD STE 150 AUSTIN TX 78750
DAO HIEN VDO TIEN S 41298 RESERVOIR RD LEESBURG VA 20175	FORESTAR USA REAL ESTATE GROUP INC 10700 PECAN PARK BLVD STE 150 AUSTIN TX 78750	FORESTAR USA REAL ESTATE GROUP INC 10700 PECAN PARK BLVD STE 150 AUSTIN TX 78750
DEGROTTE STEPHEN C & SANDRA L 1702 E CARLTON RD FREEPORT MI 49325	FORESTAR USA REAL ESTATE GROUP INC 10700 PECAN PARK BLVD STE 150 AUSTIN TX 78750	FORESTAR USA REAL ESTATE GROUP INC 10700 PECAN PARK BLVD STE 150 AUSTIN TX 78750
FAHRNER, HELEN M 2122 NE PELICAN TER JENSEN BEACH FL 34957	FORESTAR USA REAL ESTATE GROUP INC 10700 PECAN PARK BLVD STE 150 AUSTIN TX 78750	FORESTAR USA REAL ESTATE GROUP INC 10700 PECAN PARK BLVD STE 150 AUSTIN TX 78750

FORESTAR USA REAL ESTATE GROUP INC
10700 PECAN PARK BLVD STE 150
AUSTIN TX 78750

HAWKSBILL LTD.
125 CHATHAM RD
S GLASTONBURY CT 06073

MASSEY WILLIAM H L/E
2159 NE FLAMINGO TERR
JENSEN BEACH FL 34957

FRY WILLIAM ADYE ALEXA M
2200 NE FLAMINGO TERR
JENSEN BEACH FL 34957

HELDERMAN, TINA MARIE
5010 SW GROVE ST
PALM CITY FL 34990

MATTHEWS, CLAIRE T
2201 NE PELICAN TER
JENSEN BEACH FL 34957

GASS REAL ESTATE HOLDINGS LLC
2000 NE JENSEN BEACH BLVD
JENSEN BEACH FL 34957

JENSEN BCH CHAMBER OF COMMERCE
PO BOX 1536
JENSEN BEACH FL 34958-1536

MICHAEL E SPRINGMAN TRUST
1608 HARBOR DR
MERRITT ISLAND FL 32952

GERLEY VICTOR JGERLEY SUSANNA
1500 NE 13TH TERR #G-12
JENSEN BEACH FL 34957

JENSEN STATION SHOPS OWNERS ASSOCIAT
3190 NE MAPLE AVE
JENSEN BEACH FL 34957

NESSENHOUSE LLC
104 N SEWALLS POINT RD
STUART FL 34996

GERLEY VICTOR JGERLEY SUSANNA
1500 NE 13TH TERR #G-12
JENSEN BEACH FL 34957

KDL HOLDINGS LLC
1177 NE KUBIN AVE
JENSEN BEACH FL 34957

NHC-FL143 LLC
27777 FRANKLIN RD STE 200
SOUTHFIELD MI 48034

GIRLINGHOUSE JUDGE DAVID
1309 NE 29TH TERR
JENSEN BEACH FL 34957

KERNAN, KATHRYN
2623 NE PALM AVE
JENSEN BEACH FL 34957-5243

OCEAN BREEZE STATION LLC
11501 NORTHLAKE DR
CINCINNATI OH 45249

GIRLINGHOUSE, JUDGE DAVID
1309 NE 29TH TER
JENSEN BEACH FL 34957

LEGACY WAY 2 LLC
17 S RIVER RD
STUART FL 34996

PEARCE SHELBY
3813 NE BARBARA DR
JENSEN BEACH FL 34957

HAIRE CONSTANCE A
2506 NE PALMETTO DR
JENSEN BEACH FL 34957

LYNNE M BLAKE REVOCABLE TRUST
10121 DOVER CARRIAGE LN
LAKE WORTH FL 33449

PERRIN DEAN MICHAEL
3177 NE MAPLE AVE #F-9
JENSEN BEACH FL 34957

HART PROPERTYS LLC
1038 SE OCEAN BLVD #D
STUART FL 34996

MARTIN COUNTY
2401 SE MONTEREY RD
STUART FL 34996

PERRIN DEAN MICHAEL
3177 NE MAPLE AVE #F-9
JENSEN BEACH FL 34957

HAWKSBILL LTD.
125 CHATHAM RD
S GLASTONBURY CT 06073

MARTIN COUNTY MARTIN COUNTY
2401 SE MONTEREY RD
STUART FL 34996

PERRIN DEAN MICHAEL
3177 NE MAPLE AVE #F-9
JENSEN BEACH FL 34957

PERRIN DEAN MICHAEL
3177 NE MAPLE AVE #F-9
JENSEN BEACH FL 34957

SHMM LLC
1908 SE PORT ST LUCIE BLVD
PORT SAINT LUCIE FL 34952

WHEALTON, PAUL & MARLENE
2112 PELICAN TER
JENSEN BEACH FL 34957

PFEIFFER MARIA
2171 NE PELICAN TERR
JENSEN BEACH FL 34957

SIRKLE RAYMOND & SHARYN
2141 NE PELICAN TERR
JENSEN BEACH FL 34957

WHEALTON, PAUL & MARLENE
2112 PELICAN TER
JENSEN BEACH FL 34957

PINNER, JAMES R
2160 NE FLAMINGO TER
JENSEN BEACH FL 34957

SOUTHERN CONCEPTS HOLDINGS LLC
2572 NW CRYSTAL LAKE DR
JENSEN BEACH FL 34957

ZUNK, SHARON A
2179 NE FLAMINGO TER
JENSEN BEACH FL 34957-4921

RALPH E SLAFTER TRUST
3281 NE INDIAN RIVER DR
JENSEN BEACH FL 34957

STEVENS, ROY L & LAURA L
2192 NE PELICAN TER
JENSEN BEACH FL 34957-4980

RAY JAMES JOHNRAY ANDREW RICE
45 HARTFORD AVE
GRANBY CT 06035

TAMARA A KIRKBRIDE REVOCABLE TRUST
2644 NE PALM AVE
JENSEN BEACH FL 34957

RAY JAMES JOHNRAY ANDREW RICE
45 HARTFORD AVE
GRANBY CT 06035

TAMARA A KIRKBRIDE REVOCABLE TRUST
2644 NE PALM AVE
JENSEN BEACH FL 34957

REED BRIAN RREED CHARITY S
2109 NE FLAMINGO TERR
JENSEN BEACH FL 34957

TAMARA A KIRKBRIDE REVOCABLE TRUST
2644 NE PALM AVE
JENSEN BEACH FL 34957

RUSTIC WAY LLC
507 SW 11TH CT
PALM CITY FL 34990

TINNEY, JOHN L & DONNA M
2199 NE FLAMINGO TER
JENSEN BEACH FL 34957-4921

S & N INVESTORS INC
2041 CASTINET LN
PORT SAINT LUCIE FL 34953

WACHOVIA BANK
PO BOX 2609
CARLSBAD CA 92018

SCHOOL BOARD OF MARTIN COUNTY
500 E OCEAN BLVD
STUART FL 34994

WALTON BRANDON S
2526 NE PALMETTO DR
JENSEN BEACH FL 34957



NOTICE

PROPOSED RESOLUTION NO. 291-2019 CONSISTING OF MINOR AMENDMENTS TO THE OCEAN BREEZE EAST PUD ADOPTED BY ORDINANCE NO. 220-2015, AND AMENDED BY RESOLUTION NUMBERS 223-2015, 234-2016 AND 238-2016 AND ORDINANCE NO. 241-2016, THEREBY ALLOWING FOR CORRECTIONS TO MINOR DIVERGENCES BETWEEN AS-BUILT FEATURES AND THE PUD MASTER PLAN,
INCORPORATION OF COVERED AREA ON THE COMMUNITY PIER AND A CANOE/KAYAK LAUNCH, IDENTIFICATION OF MODIFIED ENTRANCE FEATURES AND THE INCORPORATION OF TEMPORARY SIGNAGE PROVISIONS.

Subject: Public Hearings Before the Town of Ocean Breeze

Petitioner: N H C FL143 LLC

Parcel ID #: 22-37-41-000-000-00700-0

Address of Property: 3000 NE Indian River Drive
Jensen Beach, FL 34957

MEETING DATE AND LOCATION:

Monday July 8th, 2019 - 10:30am

700 NE Seabreeze Way, Jensen Beach, FL 34957

For questions and additional information, please call (772)334-6826

M-F 9:30 am - 12:00 pm



ENGINEER OF RECORD
Rhett Keene, P.E.
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 65626

JOB No.: **03201901**
SHEET
01 OF **02**

OCEAN BREEZE LIGHTING PLAN
TOWN OF OCEAN BREEZE
MARTIN COUNTY - FLORIDA

OCEAN BREEZE RESORT
04.24.2019

[illegible]

DATE: 03.18.2019
DRAWN BY: MCA
CHECKED BY: MCA
PROJECT No.:
HORZ. SCALE: 1:100
VERT. SCALE: N/A
CADD FILE: CADDFILE



DESIGN-BUILD
CAPTEC
Engineering, Inc.

Civil Engineering Professionals

• 10000 WILLOW CREEK DRIVE • SUITE 100 • DALLAS, TEXAS 75243 • PHONE 972-382-1100 • FAX 972-382-1101

301 NW Flagler Ave., Ste. 209
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341

Engineering Business
No. EB-0007657

MCA
TOWNS PLANNING
ARCHITECTURE

An aerial photograph showing a city grid with a river winding through it. The image is in black and white and has a high-contrast, almost abstract quality.



LEGEND

- ONE-WAY TRAFFIC DIRECTION
- ↔ TWO-WAY TRAFFIC DIRECTION
- NUMBER OF PARKING SPACES

301 NW Flagler Ave., Ste. 201
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341

Engineering Business
No. EB-0007657



CAPTEC
Engineering, Inc.
Civil Engineering Professionals

DATE: 03.18.2019
DRAWN BY: MCA
CHECKED BY: MCA
PROJECT No.:
HORZ. SCALE: 1:100
VERT. SCALE: N/A
CADD FILE: CADDFILE

[illegible]

<p>OCEAN BREEZE LIGHTING PLAN AS-BUILT PLAN - EXISTING LIGHTING</p>	<p>OCEAN BREEZE RESORT 04.24.2019</p>
--	--

ENGINEER OF RECORD
Rhett Keene, P.E.
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 65626

Printed Date:

JOB No.: **03201901**
SHEET
OF



Engineering & Planning, Inc.

1172 SW 30th Street, Suite 500 • Palm City • Florida • 34990

(772) 286-8030 • www.mackenzieengineeringinc.com

MEMORANDUM

TO: Town of Ocean Breeze

FROM: MacKenzie Engineering & Planning Inc.

DATE: June 25, 2019

SUBJECT: Ocean Breeze East PUD – Minor Amendments

We performed a review of the Ocean Breeze East PUD dated 4-24-2019 limited to the proposed traffic pattern, changes in parking, and light fixture placement. Based on our review of the minor amendments we offer the following observations:

1. Traffic pattern observation: Where adding two way travel, the signage and striping should be modified to include removing “Do Not Enter” and “One Way” and installing “Stop” signs, where applicable. Moving the two way arrows away from the street names would prevent confusion. In compliance
2. Parking observation: The applicant is providing 7 ADA spaces, eliminating four vehicle parking spaces, and adding five (golf cart) parking spaces. In compliance
3. Lighting observation: The proposed layout was reviewed based on the approximate spacing of light fixtures, a photometric review was not performed. Lighting does not appear on the following lots:
 - 327 (SW corner of Coastal Drive and Sand Dune Way)
 - 628 (North of Seabreeze Way)
 - 98/100 (North of Ocean Breeze Drive)
 - 245 (SW corner of Coastal Drive and Ebbside Way)

Memorandum

To: Town Council and Mayor

From: Terry O'Neil, Town Management Consultant

Cc: Rick Crary, Town Attorney
Pam Orr, Town Clerk
Sun Communities
DR Horton
Ocean Breeze Plaza owners

Date: June 18, 2019

Re: Mosquito Control Services Inter-local Agreement

In a new practice, Martin County is now requesting that incorporated jurisdictions execute an inter-local agreement prior to the County continuing with its county-wide Mosquito Control Services (MCS). The County has provided this service for decades.

The Council will note that the attached "boilerplate" inter-local agreement, drafted by the County, has been edited by town staff to reflect the fact that the Town owns no real property or rights-of-way or other facilities and that all lands within the Town are privately owned.

Accordingly, the edited agreement allows for county services, "providing the COUNTY shall first obtain written authorization from each private property owner, or property owners association as appropriate, before conducting mosquito control activities on private property within the Town." These private property owners are: Sun Communities, DR Horton (eventually to become the Sea Walk Home Owners Association) and the owners of Ocean Breeze Plaza.

In sum, the attached agreement paves the way for individual property owners to receive mosquito control services at their own discretion. The Town Attorney has reviewed the attached document and offers no objection to its form.

The attached draft resolution has been returned to Martin County's legal department with a request that its content be deemed acceptable before seeking a vote of the Town Council.

twoneil@aol.com

to kzirbel@martin.fl.us

cc townclerk@townofoceanbreeze.org; Rick Crary II

Tue, Jun 18 8:45 PM

Mosquito Control Services ILA

2 files attached ^ [Save all](#)



INTERLOCAL AGREE...
.docx 36.7 KB



mosquito memo
.docx 12.7 KB

Hello Kylie,

Attached is an edited version of the ILA which, I hope, reflects the extent to which the Town can participate. Also attached is a memo I'll be sharing with the Town Council on July 8, 2019. Please let me know if the draft is acceptable and we'll schedule it for the Council's August 12th regular meeting. Thanks for all your help.

Regards,

Terry
486-2190

Sent from Windows Mail

INTERLOCAL AGREEMENT
FOR
MOSQUITO CONTROL SERVICES

THIS INTERLOCAL AGREEMENT is made and entered into on this ____ day of _____, 2019, by and between the TOWN OF OCEAN BREEZE, a municipal corporation under the laws of the State of Florida (hereinafter "TOWN"), and MARTIN COUNTY, a political subdivision of the State of Florida (hereinafter "COUNTY").

WITNESSETH:

WHEREAS, the parties are authorized to enter into this Interlocal Agreement pursuant to Section 163.01, Fla. Stat.; and

WHEREAS, the TOWN desires the COUNTY to continue providing mosquito control services in all areas inside of the TOWN's municipal limits; and

~~WHEREAS, the TOWN owns properties; water retention areas and ponds; equalizers; storm drains; catch basins; water treatment facilities; and other mosquito producing structures, and drainage systems which are located in areas in which the COUNTY is providing mosquito control services; and~~

WHEREAS, the TOWN and the COUNTY wish to provide for continued mosquito control inspections; mosquito surveillance (trapping, landing rate counts, identification); larviciding treatments; adulticiding treatments; mosquito-eating fish stocking; arboviral response; and sentinel flock monitoring for mosquito-borne diseases.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the TOWN and the COUNTY hereby agree as follows:

1. Authorize County to perform MCS in Town Jurisdiction TOWN and COUNTY agree that it is in the best interest of the citizens of the TOWN for the COUNTY to continue providing mosquito control services within the municipal boundaries of the TOWN, ~~providing the COUNTY shall first obtain authorization in writing from each private property owner, or property owners association as appropriate, before conducting mosquito control activities on private property within the Town. TOWN shall allow COUNTY staff to access all applicable TOWN owned and operated lands, structures, and waters, including but not limited to water retention areas and ponds, equalizers, storm drains, catch basins, water treatment facilities, other mosquito producing structures, and drainage systems, for the implementation of mosquito control services.~~ Mosquito control services will be conducted according to all Federal, State and local laws, ordinances, and statutes.
2. Mosquito Control Services: COUNTY shall provide the following mosquito control services within the TOWN as necessary:
 - a. adult and larval, mosquito control inspection, and pretreatment services to appropriate breeding and harborage sources in aquatic and terrestrial habitats, properties, right-of-ways, easements and other areas;
 - b. mosquito trapping, landing counts, and larval dipping in all relevant, lands and waters, as needed to survey and assess mosquito population dynamics. These activities are required in

order to legally, and practically justify all mosquito control operations and applications.

- c. painting, repairing or replacing all mosquito traps and mosquito surveillance equipment, which may become damaged or inoperable, or in need of maintenance.
 - d. adult mosquito control, spray missions, as needed when mosquito populations have been verified, and prescribed by State-of-Florida licensed, COUNTY Mosquito Control Technicians. All operations shall be approved by the Director of Mosquito Control. Mosquito Control Service requests will also be considered when scheduling Ultra Low Volume (ULV) mosquito control applications by truck, ATV, hand fogger or other method, but shall not serve as the sole criteria for spraying any mission.
 - e. larviciding operations, which include the use of chemical control, biological control; mosquito breeding source reduction (i.e.: tire removal, container removal), and other methods to reduce or eliminate mosquito larvae.
 - f. stock native, mosquito-eating fish (*Gambusia* spp.) in aquatic areas in order to reduce larval mosquito populations, where advantageous, and most effective, at the discretion of COUNTY.
3. Term: ~~The term of This~~ Agreement shall ~~expire October 1, 2022~~ ~~be from October 1, 2017 to September 30, 2018~~, and may be renewed for additional one year upon the mutual written agreement of the parties sixty (60) days prior to the expiration of the current term, unless waived in writing by the parties. The County authorizes the County Administrator and the TOWN authorizes the Town ~~Manager~~ Mayor to execute such additional one year renewals of this Agreement.
4. Modification and Assignment: This Agreement shall not be abrogated, changed, or modified without the written consent of both parties. This Agreement may not be assigned, transferred, or pledged by either party without the other parties' written consent.
5. Notice: All notices, demands, and other writings required under this Agreement shall be deemed to have been fully given or made or sent when (i) mailed in writing and deposited in the United States Mail, postage pre-paid, and addressed to the parties at the addresses noted in this Agreement or (ii) delivered by nationally recognized courier, receipt of recipient acknowledged by signature. Any notice or disclosures required under this Agreement and any changes to addresses shall be made in accordance with this notice provision. Notices shall be sent to:

6.

Martin County:	County Administrator 2401 SE Monterey Road Stuart, FL 34996	County Attorney 2401 SE Monterey Road Stuart, FL 34996
Town of Ocean Breeze:	Town Manager	Town Attorney

7. Liability: As between TOWN and COUNTY, subject to the limitations of Section 768.28, Fla.

Stat., each assumes the responsibility for the negligence of its employees. This provision shall in no way be deemed a waiver of the sovereign immunity afforded to the parties by Florida law, the provisions of Section 768.28, Fla. Stat., or a consent to be sued by third parties.

8. Disclaimer: Other than the covenants and performance contemplated herein, neither party has made promises, representations or warranties. It is expressly acknowledged and agreed that the terms and provisions of this Agreement are for the benefit of the parties hereto.
9. Waiver: No waiver or estoppel as to or against any party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly concerned and then only for time being with respect thereto, and not in any way as to the future or as to any other matter.
10. Severability: If any term, provision or condition contained in this Agreement or any application thereof shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term, provision or condition to persons or circumstances other than those in respect to those of which it is invalid or unenforceable shall not be affected thereby, and each term provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
11. Attorney's Fees: If any action is commenced to construe or enforce this Agreement or the rights and duties created hereunder, then each party shall be responsible for its own attorney's fees and costs.
12. General: The parties agree to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement.
13. Governing Law and Venue: Federal Law, as well as the laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. For purposes of any action suit or other proceeding arising out of or relating to this Agreement, the parties hereto do acknowledge, consent and agree that venue thereof is Martin County, Florida.
14. Termination: This Agreement may be terminated by either party upon seventy-two (72) hours prior written notice to the other party.
15. This Interlocal Agreement shall be filed with the Martin County, Clerk of the Circuit Court and Comptroller, as required by Section 163.01(11), Fla. Stat.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, do hereby execute this Agreement on the date first written above.

ATTEST:

MARTIN COUNTY BOARD OF
COUNTY COMMISSIONERS

Carolyn Timmann, Clerk of the Circuit Court
and Comptroller

Edward V. Ciampi, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Krista Story, County Attorney

ATTEST:

TOWN OF OCEAN BREEZE, FLORIDA

Pamela Orr, Town of Ocean Breeze, Clerk

Karen Ostrand, Mayor

Ken De Angeles, Council President

APPROVED AS TO FORM

William F. Crary, II, Town of Ocean Breeze,
Attorney

twoneil@aol.com

to Kylie Yanchula

cc townclerk@townofoceanbreeze.org; Rick Crary II; Elizabeth Lenihan

Thu, Jun 27 3:06 PM

Re: Mosquito Control Services ILA

Thanks very much Kylie, we'll look to get the Council's okay on July 8 and send over an executed version soon thereafter.

Regards,

Terry

Sent from Windows Mail

From: Kylie Yanchula

Sent: Wednesday, June 26, 2019 1:41 PM

To: 'twoneil@aol.com'

Cc: townclerk@townofoceanbreeze.org, Rick Crary II, Elizabeth Lenihan

Hi Terry,

I went through the interlocal with our legal department. A majority of the changes made were accepted and can be found with track changes in the attached document. We are proposing a few minor changes in the terms of the agreement under section 3. We also need the information in section 5 to be completed with the addresses in the table for the Town Mayor and Town Attorney (see the highlighted section). Let us know if these changes work for the Town and we can clean the draft up and finalize.

Thank you,

Kylie (Zirbel) Yanchula

Mosquito Control Manager

Public Works Department

Martin County Board of County Commissioners

(772) 221-1360

From: twoneil@aol.com [mailto:twoneil@aol.com]

Sent: Tuesday, June 18, 2019 8:38 PM

To: Kylie Yanchula

Cc: townclerk@townofoceanbreeze.org; Rick Crary II

Subject: Mosquito Control Services ILA

Hello Kylie,

Attached is an edited version of the ILA which, I hope, reflects the extent to which the Town can participate. Also attached is a memo I'll be sharing with the Town Council on July 8, 2019. Please let me

know if the draft is acceptable and we'll schedule it for the Council's August 12th regular meeting. Thanks for all your help.

Regards,

Terry
486-2190

Sent from Windows Mail

Connect with Martin County...



Services &
Information

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

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

INTERLOCAL AGREEMENT
FOR
MOSQUITO CONTROL SERVICES

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 - d. adult mosquito control, spray missions, as needed when mosquito populations have been verified, and prescribed by State-of-Florida licensed, COUNTY Mosquito Control Technicians. All operations shall be approved by the Director of Mosquito Control. Mosquito Control Service requests will also be considered when scheduling Ultra Low Volume (ULV) mosquito control applications by truck, ATV, hand fogger or other method, but shall not serve as the sole criteria for spraying any mission.
 - e. larviciding operations, which include the use of chemical control, biological control; mosquito breeding source reduction (i.e.: tire removal, container removal), and other methods to reduce or eliminate mosquito larvae.
 - f. stock native, mosquito-eating fish (*Gambusia* spp.) in aquatic areas in order to reduce larval mosquito populations, where advantageous, and most effective, at the discretion of COUNTY.
3. Term: The term of this Agreement shall be from ~~October–July 1, 2019~~²⁰²² to September 30, 20~~22~~¹⁸, and may be renewed for additional ~~one–three~~ year terms upon the mutual written agreement of the parties sixty (60) days prior to the expiration of the current term, unless waived in writing by the parties. The County authorizes the County Administrator and the TOWN authorizes the Town ~~Manager–Mayor~~ to execute such additional one year renewals of this Agreement.
 4. Modification and Assignment: This Agreement shall not be abrogated, changed, or modified without the written consent of both parties. This Agreement may not be assigned, transferred, or pledged by either party without the other parties' written consent.
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accordance with this notice provision. Notices shall be sent to:

Martin County:	County Administrator 2401 SE Monterey Road Stuart, FL 34996	County Attorney 2401 SE Monterey Road Stuart, FL 34996
Town of Ocean Breeze:	Town ManagerMayor	Town Attorney

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6. Liability: As between TOWN and COUNTY, subject to the limitations of Section 768.28, Fla. Stat., each assumes the responsibility for the negligence of its employees. This provision shall in no way be deemed a waiver of the sovereign immunity afforded to the parties by Florida law, the provisions of Section 768.28, Fla. Stat., or a consent to be sued by third parties.
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8. Waiver: No waiver or estoppel as to or against any party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly concerned and then only for time being with respect thereto, and not in any way as to the future or as to any other matter.
9. Severability: If any term, provision or condition contained in this Agreement or any application thereof shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term, provision or condition to persons or circumstances other than those in respect to those of which it is invalid or unenforceable shall not be affected thereby, and each term provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
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shall govern the validity, performance and enforcement of this Agreement. For purposes of any action suit or other proceeding arising out of or relating to this Agreement, the parties hereto do acknowledge, consent and agree that venue thereof is Martin County, Florida.

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IN WITNESS WHEREOF, the parties, through their duly authorized representatives, do hereby execute this Agreement on the date first written above.

ATTEST:

MARTIN COUNTY BOARD OF
COUNTY COMMISSIONERS

Formatted Table

Carolyn Timmann, Clerk of the Circuit
Court and Comptroller

Edward V. Ciampi, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

ATTEST:

TOWN OF OCEAN BREEZE, FLORIDA

Formatted Table

Pamela Orr, Town of Ocean Breeze, Clerk

Karen Ostrand, Mayor

Ken De Angeles, Council President

APPROVED AS TO FORM AND
CORRECTNESS:

T.J. Leahy William F. Crary II, Town of
Ocean Breeze, Attorney

DRAFT

twoneil@aol.com

to Rick Crary II

cc townclerk@townofoceanbreeze.org; Joyce@crarybuchanan.com

Wed, May 29 5:46 PM

RE: Mosquito Control ILA

Yup, good call, thanks Rick!

Sent from AOL Mobile Mail

Get the new AOL app: mail.mobile.aol.com

On Wednesday, May 29, 2019, Rick Crary II <RCII@crarybuchanan.com> wrote:

Pam and Terry,

I would suggest that the authorization from the private property owners as referenced in Section 1 should be "written authorization" so that there will be documentary evidence of such consent.

Best regards,
Rick

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

From: townclerk@townofoceanbreeze.org [mailto:townclerk@townofoceanbreeze.org]

Sent: Wednesday, May 29, 2019 1:09 PM

To: Rick Crary II <RCII@crarybuchanan.com>

Subject: Mosquito Control ILA

Hi Rick:

Attached please find the Interlocal Agreement on Mosquito Control for your review.

Talk to you soon.

Pam Orr
Town Clerk

Town of Ocean Breeze

P. O. 1025

Jensen Beach, FL 34958

772-334-6826 Office

772-334-6823 Fax

townclerk@townofoceanbreeze.org

Please make note of our new email address

*Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic email to this entity.

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

From: townclerk@townofoceanbreeze.org <townclerk@townofoceanbreeze.org>

Sent: Wednesday, May 29, 2019 1:12 PM

To: townclerk@townofoceanbreeze.org

Subject: Copier Scans

CS 2551ci

[00:17:c8:25:92:48]

Town of Ocean Breeze General Fund

October 1 - June 30, 2019

Type	Date	Num	Name	Memo	Amount	Balance
Check	10/08/2018	7547	Hilton Bonnet Creek	Mayor Ostrand; FLC Leg Policy Days; Oct 11 & 12 2018	178.35	9,000.00
General Journal	10/16/2018	AJE203		Void Ck #7547; FLC Conference Cancelled; Hurricane Michael (Hilton Bonnet Creek)	-178.35	
Check	10/23/2018	7561	Karen Ostrand	10/15 SFVMD Board of Governors meeting; TCRLC Luncheon in Fellsmere	98.65	
Check	10/22/2018	7558	Florida League of Cities	Mayor Ostrand \$250 (2018 Leg Conf)	250.00	
Check	10/25/2018	7565	Embassy Suites	Mayor Ostrand; FLC Legislative Conf; Nov 15-16	145.00	
Check	11/20/2018	7589	Treasure Coast Regional League of Cities	Christmas Gala & Induction of New Board (\$25 to be reimb)	50.00 *	
Check	11/20/2018	7592	Karen Ostrand	Nov 16 & 17; FLC Conf; Proportional rates	86.00	
Deposit	12/05/2018	dep	Deposit	Reimb TCRLC Gala J Ostrand	-25.00 *	
Deposit	12/07/2018	dep	Deposit	Reimb fr Jim Ostrand TCRLC Gala	-25.00 *	
Check	12/24/2018	7624	Karen Ostrand	Dec 20 JBCC Networking Luncheon	20.00	
Check	01/14/2019	7643	Karen Ostrand	1/14 JBCC Intallment Dinner \$50; JBCC Mix/Mingle \$20	70.00	
Check	02/04/2019	7667	Hampton Inn & Suites	Mayor Ostrand; Legislative Delegation (to be reimb)	200.21 *	
Check	02/12/2019	7673	Karen Ostrand	Mayor & Ann Kagdis Tallahassee Feb 5-7 Delegation (mileage, out-of-pocket expenses) (to be reimb)	388.60 *	
Deposit	02/20/2019	dep	Treasure Coast Regional League of Cities	K Ostrand; reimb TCRLC 2/5 - 2/7/2019	-200.21 *	
Check	03/11/2019	7699	The Governor's Inn (voided ck #7699)	Leg Action Days; room share w/AK (to be reimb)	239.00	
Void Ck #7699	03/14/2019	void	The Governor's Inn (voided ck #7699)	Leg Action Days (paid by TCRLC-group)	-239.00	
Deposit	03/21/2019	dep	Florida League of Cities	Mayor Ostrand; reimb fr FLC for advocacy (mileage, out-of-pocket expenses)	-399.97 *	
Check	04/03/2019	7717	Treasure Coast Regional League of Cities	Mayor Ostrand 1/2 Governor's Inn; March 25 - 26; Legislative Action Days (non reimb)	239.00	
Check	04/05/2019	7721	Karen Ostrand	Tallahassee Feb 5-7 Delegation (Tolls / Mileage)	439.55	
Check	04/11/2019	7727	Keep Martin Beautiful	Mayor Ostrand; Keep Martin Beautiful Awards Dinner	100.00	
Check	04/16/2019	7731	Petty Cash	Mayor Ostrand; Jensen Beach Chamber event	20.00	
Check	04/16/2019	7731	Petty Cash	Mayor Ostrand; Tallahassee 3/25-3/26/2019; meals	13.04	1,489.87

* reimbursed expenses by FMIT, TCRLC, Mayor, Town Council Members, etc.

Town of Ocean Breeze General Fund

October 1 - June 30, 2019

Type	Date	Num	Name	Memo	Amount	Balance
Check	x	7560	Petty Cash	KDeAngeles; JB Chamber	5.00	
Check	x	7560	Petty Cash	KDeAngeles; JB Chamber	20.00	
Check	x	7569	Treasure Coast Regional League of Cities	Christmas Gala & Induction of New Board (portion to be reimb)	50.00	
Check	x	7652	Petty Cash	Ken De Angeles; Installation of Officers; JB Chamber	50.00	
Check	x	7674	Environmental Studies Council	"Havana Nights" 2/22/19 Ken De Angeles	150.00	
Check	x	7680	Petty Cash	Ken De Angeles, 40 mi @ .58	23.20	
Check	x	7681	Council on Aging of Martin County	Ken De Angeles; Sage Awards Dinner 3/30/2019	125.00	
Check	x	7695	Center for Constitutional Values	Ken De Angeles; luncheon on 3/15/2019 (Inv #100)	50.00	
Petty Cash	x	7703	Petty Cash	Ken De Angeles; Stuart Chamber luncheon	30.00	
Petty Cash	x	7703	Petty Cash	Ken De Angeles; Mileage reimbursement (68 x .58)	39.44	
Check	x	7727	Keep Martin Beautiful	President De Angeles; Keep Martin Beautiful Awards	100.00	
Check	x	7760	Friends of Historic Golden Gate Inc	President De Angeles; Historic Golden Gate event; 5/11/2019	75.00	
Check	x	7762	Ken De Angeles	reimb out-of-pocket expenses; mileage	135.86	853.50

* reimbursed expenses by FMIT, TCRLC, Mayor, Town Council Members, etc.

Town of Ocean Breeze General Fund

Type	Date	Num	Name	Memo	Amount	Balance
Vice President Kagdis						
Check	x	10/22/2018	7558 Florida League of Cities	Ann Kagdis \$250 (2018 Leg Conf)	250.00	
Check	x	10/25/2018	7564 Streamsong Resort	Ann Kagdis; Nov 29; FMIT Trustees Meeting (to be reimbursed)	230.00	*
Check	x	10/25/2018	7565 Embassy Suites	Ann Kagdis; FLC Legislative Conf; Nov 15-16	145.00	
Check	x	11/20/2018	7589 Treasure Coast Regional League of Cities	Christmas Gala & Induction of New Board	25.00	
Check	x	11/20/2018	7591 Ann Kagdis	AK 298 mi x .545; FLC Conference 282, Stuart 16	162.41	
Check	x	12/20/2018	7622 Ann Kagdis	AK 66 mi x .545; Witham Field Ribbon Cut; MCMPO; TCRLC	35.97	
Check	x	02/04/2019	7667 Hampton Inn & Suites	Ann Kagdis (Legislative Delegation)(to be reimb)	200.21	*
Deposit	x	02/22/2019	dep Streamsong Resort	Ann Kagdis; Streamsong Resort; FMIT reimbursed	-230.00	*
Check	x	02/27/2019	7693 Conrad Miami	FMIT Conf; March 21 2019 (to be reimbursed)	309.00	*
Check	x	03/11/2019	7699 The Governor's Inn (voided ck #7699)	Leg Action Days; room share w/KO (to be-reimb)	239.00	
Void Ck #7699	x	03/14/2019	void The Governor's Inn (voided ck #7699)	Leg Action Days (paid by TCRLC-group)	-239.00	
Deposit	x	03/21/2019	dep Florida League of Cities	Ann Kagdis; reimbursement fr FLC for Advocacy (1/2 hotel)	-200.21	*
Check	x	04/03/2019	7717 Treasure Coast Regional League of Cities	Ann Kagdis; 1/2 Governor's Inn; March 25 & 26; Legislative Action Days (Non Reimb)	239.00	
Check	x	04/05/2019	7722 Ann Kagdis	Ann Kagdis; out-of-pocket exp.; Tallahassee 3/25 - 3/27	42.84	*
Deposit	x	04/05/2019	dep Florida Municipal Insurance Trust	reimbursement for Conrad Hotel (Ann Kagdis)	-309.00	*
7731	x	04/16/2019	7731 Petty Cash	Ann Kagdis; Treasure Coast Regional League of Cities Advocacy; Feb 5-7; meals/tips	27.00	
7751	x	04/30/2019	7751 Westin Fort Lauderdale	Ann Kagdis; May 15-18; Florida Municipal Insurance Trust (to be reimbursed)	567.00	*
7752	x	04/30/2019	7752 Hutchinson Shores (VOID #7752)	Ann Kagdis; June 6-7; Florida Municipal Insurance Trust (to be reimbursed)	0.00	*
Deposit	x	05/31/2019	dep Florida Municipal Insurance Trust	Ann Kagdis; FMIT (reimbursement)	-567.00	*
Check	x	06/04/2019	7786 Ann Kagdis	Ann Kagdis; Mileage 1/8 - 5/30/2019	257.52	
Check	x	06/06/2019	7788 Hutchinson Shores	Ann Kagdis; June 6-7; Florida Municipal Insurance Trust (to be reimbursed)	214.00	1,398.74
Council Member Docherty						
					0.00	0.00

* reimbursed expenses by FMIT, TCRLC, Mayor, Town Council Members, etc.

Town of Ocean Breeze General Fund

October 1 - June 30, 2019

Type	Date	Num	Name	Memo	Amount	Balance
Council Member Gerold						
Check	11/20/2018	7589	Treasure Coast Regional League of Cities	Christmas Gala & Induction of New Board (\$30 to be reimb)	50.00 *	
Deposit	12/10/2018	dep	Deposit	reimb TCRLC Gala (Gerold)	-30.00 *	
Check	01/22/2019	7652	Petty Cash	refund to CM Gerold re: TCRLC Gala guest exp	10.00	
Check	04/11/2019	7727	Keep Martin Beautiful	Council Member Gerold (Keep Martin Beautiful Awards)	100.00	130.00
Council Member Localis						
Check	11/20/2018	7589	Treasure Coast Regional League of Cities	Christmas Gala & Induction of New Board (\$30 to be reimb)	50.00 *	
Deposit	12/10/2018	dep	Deposit	reimb TCRLC Gala (Localis)	-30.00 *	
Check	04/11/2019	7727	Keep Martin Beautiful	Council Member Localis (Keep Martin Beautiful Awards)	100.00	120.00
Council Member Wagner						
Check	11/20/2018	7589	Treasure Coast Regional League of Cities	Christmas Gala & Induction of New Board	50.00 *	
Deposit	12/14/2018	dep	Deposit	TCRLC Reimb Gala Linda Wagner	-25.00	25.00
Total 513319 - Conferences & Travel - Council					3,997.11	5,002.89
Total 6101 - General Government					3,997.11	5,002.89
TOTAL					3,997.11	5,002.89

* reimbursed or by FMIT, TCRLC, Mayor, Town Council Members, etc.

Town of Ocean Breeze General Fund

October 1 - June 30, 2019

Type	Date	Num	Name	Memo	Amount	Balance
<p>Note: Minutes of the August 2, 2018 Budget Workshop meeting reflect line item "Conferences and Travel - Council" was discussed and the proposal stood that the six Council Members and the Mayor be allocated \$1,000 each and an additional \$1,000 for the President and an additional \$1,000 for the Mayor, who might attend additional events during the course of the year; if a Council Member did not use the amount, there may be a surplus in this line item (Total Budgeted = \$9,000)</p>						

GENERAL INFORMATION ITEMS

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

NEXT BUDGET YEAR



From the office of Laurel Kelly, CFA

May 30, 2019

Pamela Orr
Town Clerk
Town of Ocean Breeze
Post Office Box 1025
Jensen Beach, FL 34958

Re: 2019 Estimated Preliminary Taxable Value - Town of Ocean Breeze

Dear Ms. Orr:

Pursuant to F.S. 200.65(8), the Estimated Taxable Value of the above referenced taxing authority is **34,834,982**. This value is an estimation of line 4 on the DR-420 (Current year gross taxable value for operating purposes) that will be certified by July 1.

Please note the values are preliminary and, like every other year, the estimate reflects a work in progress and values will change somewhat.

Although our next report to you is not due until on or about July 1, we will keep you informed on any changes which may affect your budget process.

Respectfully submitted,

Karl Andersson, CFE | Director of Tax Roll & Appraisal Services
Representing Laurel Kelly, CFA | Martin County Property Appraiser
1111 SE Federal Hwy. | Suite 330 | Stuart, FL 34994
772.419.5387 work | 772.288.5993 fax
Karl.Andersson@pa.martin.fl.us | www.pa.martin.fl.us



Website: pa.martin.fl.us

Hobe Sound Office
11726 SE Federal Highway
Hobe Sound, FL 33455
(772) 546-1309

Stuart Main Office
1111 SE Federal Highway, #330
Stuart, FL 34994
(772) 288-5608

Indiantown Office
16550 Warfield Blvd.
Indiantown, FL 34956
Call for office hours (772) 288-5608

Martin County Property Appraiser
Laurel Kelly, CFA

Main Office
1111 US Highway No. 1
Suite 330
Stuart, Florida 34994
Phone: (772) 288-5608
Fax: (772) 221-1346

Hobe Sound Annex
11726 SE Federal Hwy
Island Crossings Center
Hobe Sound, Florida 33455
Phone: (772) 546-1309
Fax: (772) 546-3287

May 31, 2018

Pamela Orr
Town Clerk
Town of Ocean Breeze
Post Office Box 1025
Jensen Beach, FL 34958

Re: 2018 Estimated Preliminary Taxable Value - Town of Ocean Breeze

Dear Ms. Orr:

Pursuant to F.S. 200.65(8), the Estimated Taxable Value of the above referenced taxing authority is **29,159,178**. This value is an estimation of line 4 on the DR-420 (Current year gross taxable value for operating purposes) that will be certified by July 1.

Please note the values are preliminary and, like every other year, the estimate reflects a work in progress and values will change somewhat.

Although our next report to you is not due until on or about July 1, we will keep you informed on any changes which may affect your budget process.

Respectfully submitted,



Karl Andersson, CFE
Director of Tax Roll & Appraisal Services



FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT FOUR

INVITES YOU TO A CONSTRUCTION OPEN HOUSE

Jensen Beach Boulevard/State Road (SR) 732 Shoulder Widening and Resurfacing Project

From US 1/SR 5 to Savannah Road/County Road (CR) 723

Financial Project ID Numbers: 432348-1-52-01 and 432348-1-52-02

Jensen Beach Boulevard/SR 732 Shoulder Widening and Resurfacing Project

The Florida Department of Transportation (FDOT), District Four, will host a Construction Open House for the Jensen Beach Boulevard/SR 732 shoulder widening and resurfacing project from US 1/SR 5 to Savannah Road/CR 723 in Martin County.

PROJECT IMPROVEMENTS

- Milling and resurfacing the existing roadway
- Widening and restriping pavement to provide dedicated bike lanes
- Upgrading current drainage
- Installing new guardrail at NE Pinecrest Lakes Boulevard
- Improving sidewalks to provide American with Disabilities Act (ADA) compliant curb ramps
- Improving signing and pavement markings
- Replacing the existing span wire signal system at US 1 with a mast arm signal system
- Upgrading pedestrian signals at signalized intersections
- Providing intersection lighting at the SR 732 and US 1 intersection and enhancing lighting at other signalized intersections

TRAFFIC IMPACTS

Construction will occur in phases to minimize impacts to the travelling public. Single lane closures may occur from 6 p.m. to 6 a.m., with the exception of lane closures at the U.S. 1 & Jensen Beach Boulevard intersection from 6 p.m. to 11 a.m. for mast arm work.

JOIN US AT THE CONSTRUCTION OPEN HOUSE

Tuesday, June 18, 2019

Open House - 4:30 p.m. - 6:30 p.m.

Jensen Beach Community Center

1912 NE Jensen Beach Boulevard

Jensen Beach, FL 34957

Project personnel will be on hand to discuss the scope of work, construction schedule, and address questions and comments one-on-one. The open house will have an informal format. No formal presentation will be made. Guests may arrive at any time between 4:30 p.m. and 6:30 p.m.

CONTACT INFORMATION

Kathleen Dempsey, Community Outreach Specialist

kdempsy@corrado.com or (772) 359-5118

David Kaplan, Project Administrator

dkaplan@jmt.com or (954) 275-5638

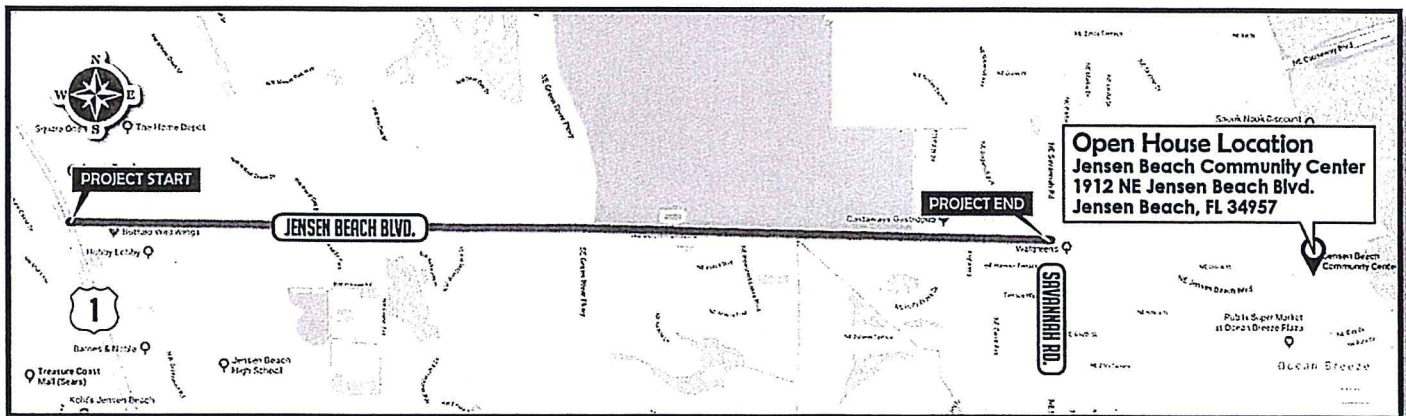
Mark Freeman, FDOT Project Manager

mark.freeman@dot.state.fl.us or (772) 429-4904

Construction Cost: \$5,272,134

Construction Start: June 17, 2019

Anticipated Completion: Summer 2020



FLORIDA DEPARTMENT OF TRANSPORTATION MISSION STATEMENT

The Department will provide a safe transportation system that ensures the mobility of people and goods, enhances economic prosperity and preserves the quality of our environment and communities.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Persons who require special accommodations under the Americans with Disabilities Act (ADA) or persons who require translation services (free of charge) should contact FDOT Project Manager Mark Freeman or Community Outreach Specialist Kathleen Dempsey at least seven (7) days prior to the Open House.

**Treasure Coast Regional League of Cities
and the
Treasure Coast Council of Local Governments
Joint Meeting and BBQ**

Hosted by the City of Okeechobee

Wednesday, July 17th beginning at 10:00 A.M.

BBQ will follow the Program (to be announced)

Location: First United Methodist Church of Okeechobee

**200 NW 2nd Street
Okeechobee, FL 33972**



Lunch Selections (please choose one)

•Prime Rib

•Baked Chicken

**All entrees are served with Potatoes, Vegetable,
Dessert and Beverages**

RSVP is mandatory. Make your lunch selection!

**Please RSVP no later than July 10th to
Patricia Christensen at pchristensen@tcrlc.com
or Christina Flores at cflores@cityofpsl.com**

**There is no cost for this lunch for Elected Officials, Staff and Associate Members,
however if you RSVP to attend do not cancel by July 14, your city or
company will be charged \$25.00 per person.**

Non members cost \$25.00