



TOWN COMMISSION MEETING

MONDAY, September 8th, 2025

5:01 P.M.



**PUBLIC NOTICE/AGENDA
TOWN COMMISSION MEETING**

Monday September 8th, 2025 at 5:01 p.m. (immediately following First Budget Hearing)

Town Commission	Town Staff
John Deese, Mayor _____	Eric Marmer, Town Manager _____
Simone Bonutti, Vice Mayor _____	Jeff Rasor, Chief of Police _____
Elliot Bonner, Mayor Pro Tem _____	Erika Petersen, Town Clerk _____
Orla Imbesi, Commissioner _____	Keith W. Davis, Town Attorney _____
David Knobel, Commissioner _____	Brent Watson, Utilities Director _____
Dwight Kulwin, Commissioner _____	Jacek (Jack) Tomasik, Building Official _____
Cindy McMackin, Commissioner _____	

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF THE AGENDA: AGENDA ADDITIONS, DELETIONS OR SUBSTITUTIONS**
- 5. PUBLIC COMMENTS**
(3 MINUTES PER SPEAKER)
- 6. CONSENT AGENDA:**
 - a. Minutes July 8th, 2025 Town Commission Meeting
 - b. Police Department Report and Fire/Rescue Response Time Report for June & July
 - c. CRS Annual Audit Report
 - d. ILA with Highland Beach for Code Enforcement Services
 - e. Paver Agreement 7 Spoonbill Road
 - f. Amendment to ILA with Palm Beach County Fire Rescue
 - g. Amendment to Agreement with Node0 IT Professionals
- 7. REGULAR AGENDA: *Quasi-Judicial Hearing**
 - a. **OLD BUSINESS:**
 - i. none
 - b. **NEW BUSINESS:**
 - i. Authorization to engage Attorney for possible land acquisition proceedings.
 - ii. Discussion about updating Town Zoning map
- 8. MAYOR'S COMMENTS, TOWN COMMISSION COMMENTS, TOWN MANAGER'S REPORT**
- 9. ADJOURNMENT**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Town Commission, Special Magistrate or any other Boards or Commissions of the Town with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings, and for such purpose may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The meeting/hearing will be continued from day to day, time to time, place to place, as may be found necessary during the aforesaid meeting. IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), THIS DOCUMENT CAN BE MADE AVAILABLE IN AN ALTERNATE FORMAT (LARGE PRINT) UPON REQUEST AND SPECIAL ACCOMMODATIONS CAN BE PROVIDED UPON REQUEST WITH THREE (3) DAYS ADVANCE NOTICE. Please contact the Town Clerk at (561) 585-9477 - 600 South Ocean Blvd., Manalapan, FL 33462 - townhall@manalapan.org



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: September 8th, 2025

Agenda Item No.: CA - a

Agenda Item Name: July 8th, 2025 Town Commission Meeting Minutes

ACTION REQUESTED: Discussion ☐ Approval ☒

ATTACHMENT:

- July 8th, 2025 Town Commission Meeting Minutes



Town Commission Meeting
Tuesday, July 8th, 2025, at 9:00 a.m.

IN ATTENDANCE

TOWN COMMISSION		TOWN STAFF	
John Deese, Mayor	Zoom	Eric Marmer, Town Manager	✓
Simone Bonutti, Vice Mayor	✓	Jeffrey Rasor, Chief of Police	✓
Elliot Bonner, Mayor Pro Tem	✓	Erika Petersen, Town Clerk	✓
Orla Imbesi, Commissioner	✓	Keith Davis, Town Attorney	✓
David Knobel, Commissioner	Zoom	Brent Watson, Utilities Director	✓
Dwight Kulwin, Commissioner	✓	Jack Tomasik, Building Official	✓
Cindy McMackin, Commissioner	Zoom	Dylan Brandenburg, Asst. Town Attorney	X

PUBLIC: Scarlet Amo, Craig Spiegelhalter (PBC Fire Rescue), James Gavigan (Shutts & Bowen), Marion Coates (RWB), Carlos Nunez (FPL), Douglas Mann (Aptim), John Cairnes, Tom Gellermann & Thomas Biggs (Mock Roos), Sharon Kirkland (30 Spoonbill), Mike & Cathy Shaw (35 Audubon), Tim Nardi (EAU), Vito Pipitone (RWB), Tito Rodriguez (Eau), Adam Bersin, (1400 LER), Jagbir Singh (1890 SOB), Alejandro Allenda (Architect), and Jon Pacenti (Coastal Star)

CALL TO ORDER & PLEDGE OF ALLEGIANCE

Vice Mayor Bonutti called the Town Commission meeting to order at 9:00 a.m.

LPA – LOCAL PLANNING AGENCY

Consideration of Ordinance #396 - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE MANALAPAN CODE OF ORDINANCES AT CHAPTER 152. BUILDING REGULATIONS, SECTION 152.21 APPROVAL AND DURATION OF APPROVAL, ARCHITECTURAL REVIEW PREREQUISITE TO PERMITS, STOP WORK ORDERS. TO EXTEND THE DURATION OF AN APPROVAL FROM 12 TO 24 MONTHS AND TO APPLY STOP WORK ORDER AUTHORITY FOR WORK DONE PRIOR TO REQUIRED APPROVAL PURSUANT TO THE TO THE NEWLY ADOPTED ADMINISTRATIVE APPROVAL PROCESS; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 152. BUILDING REGULATIONS. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

The Ordinance was read by Town Attorney Davis.

Commissioner Kulwin made a motion to **recommend approval of Ordinance #396** to the Town Commission on first reading. Vice Mayor Bonutti seconded the motion which prevailed by the following vote:

YES: Vice Mayor Bonutti, Mayor Pro Tem Bonner, Commissioner Imbesi, and Commissioner Kulwin

LPA adjourned at 9:03 am.

AGENDA ADDITIONS, DELETIONS OR SUBSTITUTIONS

Chief Rasor requested to move the new proposed police vehicle markings from his memo on the consent agenda to a regular agenda item for discussion. Vice Mayor Bonutti obliged.

PUBLIC COMMENTS

There were none.

PRESENTATIONS

Report by Town-engaged Coastal Engineer, Doug Mann from Aptim – Doug Mann provided his interim report to the Commission. There were questions from the Commissioners regarding groins, seawalls, the Army Corps of Engineers, funding for potential programs, and FEMA.

Commissioner Kulwin asked if the problem was worse in the northern part of the beach and Mr. Mann responded that it was. The presentation ended with Mr. Mann thanking the Commission and saying he would be back to present his final report when completed.

Presentation by Florida Power & Light (FPL) regarding upcoming projects – Amy Kemp & Carlos Nunez from FPL gave a presentation to the Commission about the upcoming undergrounding project.

Commissioner Imbesi asked if every residence would have a pad-mounted transformer, Mr. Nunez explained each one could feed 6-8 residences, therefore not every house will have one. There were questions from the Commissioners about the construction timeline and coordinating with other utilities, Ms. Kemp explained they were on a tight deadline to get the power lines underground but had already reached out to other utilities in the area.

CONSENT AGENDA

- 7a.** Minutes May 20th, 2025 Town Commission Meeting
- 7b.** Police Department Report and Fire/Rescue Response Time Report for May & June
- 7c.** RES 05-2025 Lake Worth Lagoon Management Plan
- 7d.** RES 06-2025 Adopting PBC 2024 LMS Plan
- 7e.** Amended Agreement with Town Manager Marmer

Mayor Pro Tem Bonner, made a motion to **approve** the Consent Agenda, Commissioner Kulwin seconded the motion which prevailed by the following vote:

YES: Vice Mayor Bonutti, Mayor Pro Tem Bonner, Commissioner Imbesi, and Commissioner Kulwin

REGULAR AGENDA

OLD BUSINESS:

There was none.

NEW BUSINESS: *Quasi-Judicial Hearing

i. Presentation by Tim Nardi from the Eau Palm regarding upcoming renovations

Tim Nardi, the General Manager of the Eau Hotel Resort & Spa discussed upcoming projects at the hotel including a new employee dining room, renovated fitness center, renovated Polpo restaurant, and a new employee entrance on the north side of the building.

ii. Mock Roos Vulnerability Assessment Presentation & CSA for Completion of the Wastewater Collection/Transmission System Final Design. Tom Biggs, John Cairns & Tom Gellermann addressed the Commission. Mr. Cairns explained that the Town had received a grant from the Florida Department of Environmental Protection Resilient Florida Program to complete a vulnerability assessment and to develop an adaptation plan. He noted this presentation constituted the ‘public engagement’ step for the grant. Mr. Gellerman discussed future potential grant opportunities.

Town Manager Marmer enquired how much of the project could be funded if the Town were eligible for these grant opportunities. Mr. Gellerman responded that it could be up to 50%. There were questions from the Commission about coordinating infrastructure projects so that the disruption cause by this work could be minimized as much as possible.

Mayor Pro Tem Bonner, made a motion to **approve** the Mock Roos CSA 117 (Final Design & Bid Phase Services), Commissioner Imbesi seconded the motion which prevailed by the following vote:

YES: Vice Mayor Bonutti, Mayor Pro Tem Bonner, Commissioner Imbesi, and Commissioner Kulwin

iii. *SE 25-5 – 1960 S. Ocean Blvd. – 1960 S Ocean Boulevard, LLC sought the Town Commission’s approval for a special exception use to construct a beach house on the east side of South Ocean Boulevard (Florida Highway A1A) pursuant to Sections 151.093(B), Town Code. The subject property address is 1960 South Ocean Boulevard. Alejandro Allenda, architect from Choeff Levy Fischman, presented the project.

There was no public comment.

Commissioner Imbesi made a motion **to approve the Special Exception SE 25-5**. Commissioner Kulwin seconded the motion which prevailed by the following vote:

YES: Vice Mayor Bonutti, Mayor Pro Tem Bonner, Commissioner Imbesi, and Commissioner Kulwin

iv. Preliminary Budget Review. Set the Proposed Ad Valorem Millage Rate for the Town of Manalapan for Fiscal Year 2025-26 at a rate of 3.0000 per \$1,000 of Assessed Value and setting the Millage Rate and Budget Public Hearings as Follows: September 8, 2025 - 5:01 p.m. - Adopt Proposed Millage Rate and Budget; and September 22, 2025 – 5:01 p.m.- Adopt Final Millage Rate and Budget.

This item was presented by Town Manager Marmer and Finance Administrator Ashley Watson. Chief Rasor gave an overview on some of the police equipment, including the LPRs that need to be updated. The vehicle take-home program was also discussed.

Town Manager Marmer and the Town Commission discussed the possibility of utilizing tablets such as iPads instead of paper packets for the Town Commission Meetings. The majority of Commissioners were in support of the iPad medium and the item was left in the new budget.

Finance Administrator Watson discussed other items in the next budget year including the bottleneck issue at Lands End and Audubon Causeway, the Guard House remodel and the conceptual design for Town Hall.

Mayor Pro Tem Bonner made a motion to set the **TENTATIVE** millage rate at 3.000 for the 2025-2026 fiscal year and to set the first Budget Hearing for September 8th at 5:01 PM and the final Budget Hearing date for September 22nd at 5:01 PM. Commissioner Imbesi seconded the motion which prevailed by the following vote:

YES: Vice Mayor Bonutti, Mayor Pro Tem Bonner, Commissioner Imbesi, and Commissioner Kulwin. Commissioner Knobel and Commissioner McMackin voted **YES** via Zoom

The purpose of this agenda item was to set the **TENTATIVE** rate for 2025/2026 which will be used for budget planning purposes. The tentative millage rate must be set in July according to Florida Statute. The **FINAL** millage rate is considered and set at the two public hearings in September. The tentative millage set in July has historically been set higher than the current millage rate and lowered in September. However, it cannot be raised in September. This provides flexibility to the Commission and accommodates any unforeseen changes that might occur between July and September. Town Manager Marmer recommended maintaining the millage rate at 3.000.

v. Discussion about Generators

Building Official Jack Tomasik discussed the current generator approval process, which requires ARCOM approval before obtaining a building permit. He noted that this sequence often results in extended delays, particularly during the summer months when residents are most vulnerable to severe weather. Mayor Deese recommended eliminating the ARCOM requirement for generators.

The Commission directed Town Attorney Keith Davis to draft an ordinance to remove generators from ARCOM review

vi. Discussion about Police Vehicle Wraps

Chief Rasor presented the new ghost graphic Police Vehicle Wrap imagery to the Commission.

Mayor Pro Tem Bonner made a motion to approve the Police Vehicle Wraps. Commissioner Kulwin seconded the motion. The vote prevailed with the following:

YES: Vice Mayor Bonutti, Mayor Pro Tem Bonner, and Commissioner Imbesi and Commissioner Knobel

10. Mayor's Comments, Town Commission Comments, Town Manager Comments

Town Manager Marmer discussed the possibility of transitioning trash pickup from an in-house service to a contracted provider. Utility Director Watson noted that the current system relies on operators who divide their time between sanitation and water services, a practice that was never intended as a permanent solution. Town Manager Marmer announced that an RFP will be issued to seek a new service provider, and Mayor Pro Tem Bonner volunteered to serve on the RFP selection board.

Town Manager Marmer discussed the upcoming August 12th Zoom meeting workshop for the Commissioners to see what the town-engaged architecture firm (CSA) have put together thus far for the Town Hall/Police Department/Fire Department building project.

Additionally, there was discussion and a decision to cancel Redline Iguana control service.

Town Manager Marmer brought up the subject of beach raking and Commissioner Kulwin volunteered to assist with looking into creating a compromise between mechanical and hand beach raking as well as maintenance during season and out of season. Town Manager Marmer also provided updates on the Sand Transfer Plant.

PUBLIC HEARING:

PH 1 - Ordinance #396 - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE MANALAPAN CODE OF ORDINANCES AT CHAPTER 152. BUILDING REGULATIONS, SECTION 152.21 APPROVAL AND DURATION OF APPROVAL, ARCHITECTURAL REVIEW PREREQUISITE TO PERMITS, STOP WORK ORDERS. TO EXTEND THE DURATION OF AN APPROVAL FROM 12 TO 24 MONTHS AND TO APPLY STOP WORK ORDER AUTHORITY FOR WORK DONE PRIOR TO REQUIRED APPROVAL PURSUANT TO THE TO THE NEWLY ADOPTED ADMINISTRATIVE APPROVAL PROCESS; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 152. BUILDING REGULATIONS. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (Second Reading)

Commissioner Imbesi made a motion to **approve Ordinance #396**. Commissioner Knobel seconded the motion which prevailed by the following vote:

YES: Vice Mayor Bonutti, Mayor Pro Tem Bonner, and Commissioner Imbesi and Commissioner Knobel

The Town Commission meeting adjourned at 11:44 a.m.

**These minutes were presented to the Town Commission
on Monday September 8th, 2025 for approval.**

Mayor Deese, Mayor

Date Signed

Erika Petersen, Town Clerk

Date Signed



TOWN OF MANALAPAN

AGENDA ITEM SUMMARY

Meeting Date: September 8th, 2025

Agenda Item No.: CA - b

Agenda Item Name: Police Department Chief's Report for August

ACTION REQUESTED: Discussion ☐ Action ☒

ATTACHMENT:

- Chief Rasor's Executive Report
- The Police Department Report for August including Monthly Stats
- Palm Beach County Fire/Rescue response times for May & June



Manalapan Police Department



TO: Mayor and Town Commissioners
Eric Marmer, Town Manager
FROM: Chief Jeff Rasor
SUBJECT: Monthly Report for August 2025
DATE: September 3, 2025

Police Department Staffing:

- **Dispatcher Positions:** All dispatcher positions are currently filled. There are no open positions within the dispatch center.
- **Police Officer Positions:** All police officer positions have been filled. There are no current openings.
- **Staffing Summary:** The department is fully staffed currently, with no open positions.

Zone Coverage:

- Zone coverage remains consistent in August 2025, with **two officers and one sergeant on duty per shift**.
- Newly hired personnel are undergoing field training and are expected to be released to full duty by **October 2025**.

Fleet:

- **Vehicle Maintenance:** The department's fleet is current with all scheduled maintenance and service requirements.
- **Vehicle Markings:** Transition to ghost markings is underway. The **2025 Ford Explorer** is being outfitted with emergency lighting and will soon be issued as an assigned patrol vehicle.

Training:

- **Field Training:** Continued field training is in progress with new officers and sergeant. Completion is expected by **October 2025**.
- Detective Jabcuga attended Internal Affairs Investigations Training.
- Sergeant Turnof attended Crime Prevention Through Environmental Design (CPTED) Training.
- **High Liability Training for all Police Officers:** High liability training commenced in August; **Firearms Training was completed**. The program will continue over the next four months covering:
 - **Medical**



Manalapan Police Department

- **Driving**
- **Defensive Tactics**

Training is being conducted in partnership with the **Lantana Police Department, Ocean Ridge Police Department and Palm Beach County Sheriff's Office.**

Miscellaneous – Department Projects and Promotions:

- Swearing in Ceremony was held on August 27 for Sergeant Monahan, Sergeant Turnof, Officer Collura, and Officer Fitzgerald.
- Manalapan Police Boat was updated with a T-Top and Emergency Lights.

Total Police Calls for Service for the Month of August

Types of Calls / Patrols	Total
ATV - Beach Patrols	9
Marine Patrols	2
Dark House Checks	906
Construction Site Checks	92
Extra patrols in the plaza	47
Arrest	6
Baker Acts – Mental Distress	1
Traffic Stops	123
Uniform Traffic Citations Written	59
Traffic Violation Verbal Warnings	81
Parking Citations Written	20
Traffic Crashes	2
Distressed Swimmer	0
Total Calls Dispatched	702
911 Calls	53
Non-Emergency Calls	649
Most Frequent Call Dispatched (Service Call - Assisting the Resident with Non-Crime related issue – Example – door left open, medical)	19
Total Crime Calls for the Month	9
Most Frequent Crime Reported (Trespassing)	9



Palm Beach County Fire Rescue

Manalapan

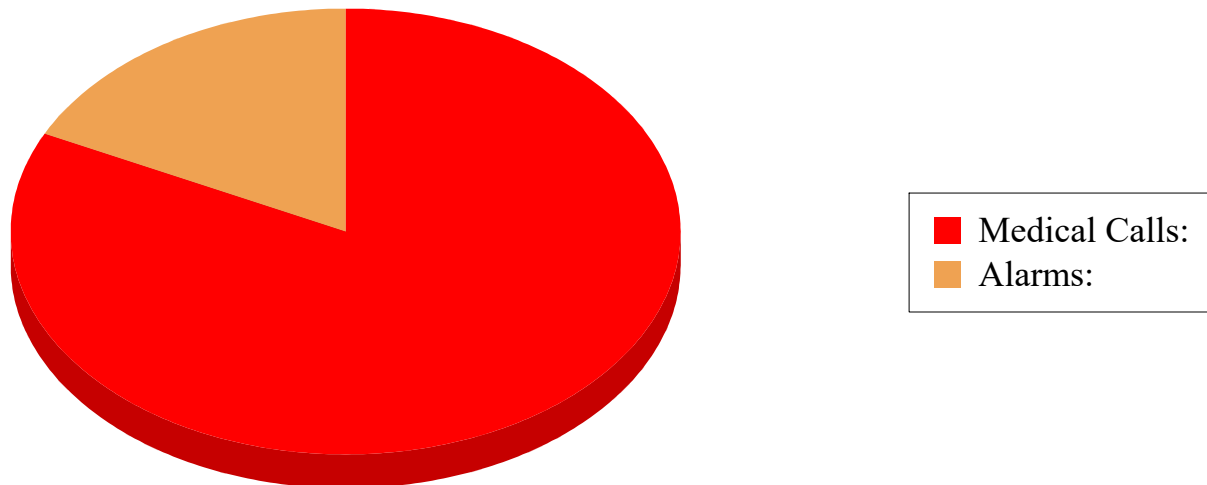
06/01/2025 to 06/30/2025

Average Response Times	Disp Hand	Turnout	Travel	Resp Time
Emergency Calls:	<u>0:00:40</u>	<u>0:01:11</u>	<u>0:04:24</u>	<u>0:06:16</u>

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>	<u>%</u>
Medical Calls:	14	82.35%
Alarms:	3	17.65%
Total	<u>17</u>	<u>100.00%</u>

Calls by Situation Dispatched

Manalapan





Palm Beach County Fire Rescue

Manalapan

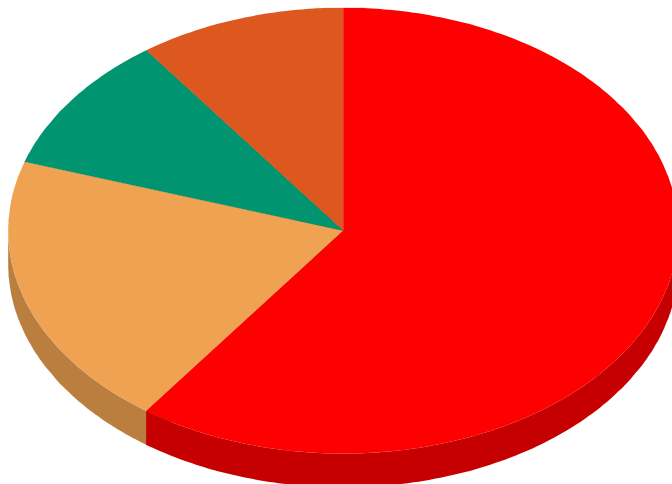
07/01/2025 to 07/31/2025

Average Response Times	Disp Hand	Turnout	Travel	Resp Time
Emergency Calls:	<u>0:00:41</u>	<u>0:00:52</u>	<u>0:05:16</u>	<u>0:06:49</u>

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>	<u>%</u>
Medical Calls:	6	60.00%
Vehicle Accidents:	2	20.00%
Alarms:	1	10.00%
Assists/Investigations:	1	10.00%
Total	<u>10</u>	<u>100.00%</u>

Calls by Situation Dispatched

Manalapan



- Medical Calls:
- Vehicle Accidents:
- Alarms:
- Assists/Investigations:



TOWN OF MANALAPAN

AGENDA ITEM SUMMARY

Meeting Date: September 8th, 2025

Agenda Item No.: CA.c

Agenda Item Name: Approval of Annual Progress Report 2025-FEMA Community Rating System

ACTION REQUESTED: Discussion ☐ Action ☒

BACKGROUND:

The Town of Manalapan participates in a Federal Local Mitigation Strategy (LMS) administered by the Federal Emergency Management Administration (FEMA). The LMS addresses flood prevention in the participating communities. In 2004 Manalapan adopted a Flood Damage Prevention Ordinance as part of its LMS participation.

Participating communities around the country are required by federal mandate to revise and update their LMS plans. In addition, participants are required to send FEMA an annual progress report of their flood prevention program. This year participants are required to provide the progress report to the elected body. The staff will provide minutes to FEMA as evidence that the progress report was presented to the Town Commission.

An element of the LMS is the Community Rating System (CRS) which rates participants on their flood damage prevention programs. Based on Manalapan's participation its residents receive a ten percent (10%) discount on their flood insurance.

ATTACHMENTS:

- Annual Progress Report



TOWN OF MANALAPAN

600 South Ocean Boulevard, Manalapan, Florida 33462-3398

Telephone (561) 585-9477 Fax (561) 585-9498

Email: townhall@manalapan.org www.manalapan.org

Annual Progress Report 2025-FEMA Community Rating System

The Town of Manalapan is a small coastal community in Palm Beach County. We have adopted the Countywide Local Mitigation Strategy (LMS) with Palm Beach County and have participated in the recent updates. In 2004 we adopted our own Flood Damage Prevention Ordinance. Palm Beach County is responsible for notification of the public and the media.

Our goals have been to educate our residents to become aware of flood warnings, to be more aware of flood safety procedures and enhance flood insurance awareness for our residents. This information is available on our website www.manalapan.org under Our Town / Flood Information, delivered to all residents by newsletter and at our local library.

During the spring rainy season, the Town experienced roadway flooding on Point Manalapan. A drainage engineer was brought in to evaluate our current drainage plan. The engineer noted two areas where the swales needed to be re-graded and where the flooding is occurring. The Town completed the re-grading of the swale areas on the Point that have seen the worst of the flooding. Plans are in the works for swales on Point Manalapan to be re-graded in areas where street flooding is an issue. The Town is also aware of the flooding issues on A1A at the Ocean Avenue intersection. We have been in contact with FDOT as they own the roadway. Currently we understand they are investigating possible solutions to fix the issue. We will continue to monitor their progress.

Our building department continues to enforce the requirements of our Flood Damage Prevention ordinance including the free board of one foot above base flood elevation. Our maintenance department inspects every catch basin in town every month and before special rain events.

The Town of Manalapan continues to be a member and supporter of the Palm Beach County Local Mitigation Strategy (LMS). The purpose of the Palm Beach County LMS is to develop and execute an ongoing unified strategy for reducing the community's vulnerability to identified natural, technological and societal hazards. The strategy provides a rational, managed basis for considering and prioritizing hazard-specific mitigation options and for developing and executing sound, cost effective mitigation projects. The LMS also provides a basis for justifying the solicitation and use of local, state, federal and other monies to support hazard mitigation projects and initiatives.

The Town of Manalapan is limited in size and we have very few vacant lots. The trend is replacing one story dwellings with two story structures, which have a greater elevation.

This information was presented to the Town Commission on September 8th, 2025.

Thank you.

Erika Petersen
CRS Coordinator
Town of Manalapan



TOWN OF MANALAPAN

AGENDA ITEM SUMMARY

Meeting Date: September 8th, 2025

Agenda Item No.: CA - d

Agenda Item Name: ILA with Highland Beach for Code Enforcement Services

ACTION REQUESTED: Discussion ☐ Action ☒

BACKGROUND:

Town Staff is recommending that the Town sign an interlocal agreement (ILA) with the Town of Highland Beach to provide code enforcement services on an as-needed basis. The Town of Manalapan has relatively few cases each year, this partnership ensures that experienced code enforcement staff are available without the cost of maintaining a full-time position. A Highland Beach code officer will be scheduled regularly, with flexibility to adjust based on need, and will handle inspections, notices, and case preparation. The Town is proposing to compensate Highland Beach at a set hourly rate for this service.

ATTACHMENT:

- ILA Agreement

INTERLOCAL AGREEMENT FOR CODE ENFORCEMENT SERVICES
BY AND BETWEEN
THE TOWN OF HIGHLAND BEACH AND THE TOWN OF MANALAPAN

THIS INTERLOCAL AGREEMENT is entered into and effective this ____ day of September, 2025 (the “Effective Date”) by and between the Town of Highland Beach, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, (hereinafter referred to as “Highland Beach”), and the Town of Manalapan, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, (hereinafter referred to as “Manalapan”).

WITNESSETH:

WHEREAS, Section 163.01, *Florida Statutes*, allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, Chapter 162, Part I, *Florida Statutes*, the “Local Government Code Enforcement Act,” sets forth a supplemental procedure for local governments to enforce their codes and ordinances; and

WHEREAS, Highland Beach employs full-time code enforcement staff experienced with handling all facets of code enforcement, including creating and prosecuting cases and performing administrative support services in accordance with the provisions of Chapter 162, *Florida Statutes*; and

WHEREAS, Manalapan typically has a limited number of code enforcement cases both on a monthly and an annual basis, and does not employ regular code enforcement staff, but is in need of such services from time to time; and

WHEREAS, Highland Beach and Manalapan desire to enter into this Interlocal Agreement to facilitate Highland Beach providing code enforcement services to Manalapan on an as-needed basis in exchange for compensation as more particularly described herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein to be kept and performed by the parties hereto, it is agreed as follows:

1. RECITALS: The above recitals are true and correct and incorporated herein by reference.
2. SERVICES TO BE PROVIDED: Highland Beach shall provide Manalapan with code enforcement services, which shall, in the normal course, include the services of a Code Enforcement Officer for two (2) half-days per week. Code Enforcement Officer availability can be increased or reduced on an as-needed basis from time to time with the verbal concurrence of the Highland Beach Manager and the Manalapan Manager. The Highland Beach Code Enforcement Officer shall be responsible for the preparation of Notice(s) of Violation, Notice(s) of Hearing, service of process and all clerical or other requirements necessary to prosecute code enforcement matters for Manalapan in accordance with Chapter 162, *Florida Statutes*. Manalapan shall provide any legal assistance required by the Code Enforcement Officer relating to the preparation, prosecution, or appeal of the code enforcement cases. Highland Beach shall provide a monthly report to Manalapan setting forth the status of all code enforcement matters addressed by Highland Beach during the preceding month. Such report shall provide information regarding new cases opened with Courtesy Notices (if any) issued, and / or Notice(s) of Violation issued, compliance status of all pending cases, and cases scheduled for hearing / Notices of Hearing issued. All hearings for Manalapan shall be scheduled on the date and time of Manalapan's regular code enforcement hearings; provided that Highland Beach shall not schedule any matters for hearing without providing prior notice to the Manalapan Town Manager.
3. TERM: This Interlocal Agreement shall commence on the Effective Date and shall have an initial term that expires on September 30, 2026. This Interlocal Agreement shall automatically renew for subsequent one (1) year terms beginning October 1, 2026, and continuing annually until terminated pursuant to paragraph 10 below.
4. COMPENSATION: Manalapan shall compensate Highland Beach at the rate of Sixty Dollars (\$60.00) per hour, inclusive of all costs for Code Enforcement Officer wages and benefits, as well as vehicle wear and tear, fuel, insurance, and all other cost associated with Highland Beach providing the services specified in paragraph 2 above. Highland Beach shall be responsible for payment of all payroll taxes and employee benefits, including workers' compensation and liability insurance, for the Code Enforcement Officer assigned to perform services pursuant to this Agreement. The Sixty Dollars (\$60.00) per hour rate shall remain in effect until at least October 1, 2026. Thereafter, if this Interlocal Agreement remains in effect, Highland Beach and Manalapan may re-negotiate the rate of compensation.

5. INDEMNIFICATION: Subject to the limitations of Section 768.28, *Florida Statutes*, Manalapan shall hold harmless and indemnify Highland Beach against any and all claims for damages of every kind and nature including but not limited to claims for damages of every kind and nature including but limited to claims for property damage, personal injury or death, arising out the code enforcement services provided pursuant to this Agreement. Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, *Florida Statutes*, by either Highland Beach or Manalapan.

6. NO TRANSFER: This Interlocal Agreement shall not be assigned or transferred by either Highland Beach or Manalapan.

7. GOVERNMENTAL POWERS: Nothing contained in this Interlocal Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Interlocal Agreement is solely an interlocal agreement to provide services as authorized by Chapter 163, *Florida Statutes*. Both Highland Beach and Manalapan governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such interlocal agreement.

8. GOVERNING LAW: This Interlocal Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance, or breach, shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce this Interlocal Agreement will be held in Palm Beach County, Florida.

9. DEFAULT; REMEDIES: Should either party to this Interlocal Agreement fail to comply with any of the terms and conditions set forth herein, such failure shall constitute a default. An opportunity to cure such a default within thirty (30) days (unless both parties agree that a longer period of time is necessary under the circumstances) shall be allowed by the non-defaulting party. Failure to cure within said period of time by the defaulting party shall constitute a material breach

and the non-defaulting party may terminate this Interlocal Agreement immediately with written notice to the other party.

10. TERMINATION: Either party may terminate this Interlocal Agreement for convenience by providing no less than thirty (30) days written notice to the other party of intent to terminate.

11. JOINT PREPARATION: The preparation of this Interlocal Agreement has been a joint effort of Highland Beach and Manalapan, and the resulting document shall not be construed more severely against one (1) of the parties as compared to the other.

12. SEVERABILITY: Should any provision of this Interlocal Agreement be declared invalid by a court of competent jurisdiction, such provision(s) shall be deemed stricken here from and all other terms and conditions of this Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part hereof.

13. NO WAIVER DUE TO DELAY: No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.

14. PUBLIC RECORDS: Both Highland Beach and Manalapan shall comply with all requirements of Chapter 119, *Florida Statutes*, with regard to this Interlocal Agreement and any supporting or ancillary public records related thereto.

15. ENTIRE UNDERSTANDING: This Interlocal Agreement constitutes the entire understanding of the parties and may not be modified, nor any of its provisions waived, unless such modification and/ or waiver is in writing and is agreed to and signed by both parties with the same formality as the original Interlocal Agreement.

16. FILING WITH CLERK OF COURT: This Interlocal Agreement shall be signed in triplicate by both parties and filed for record by the Town, with the Clerk of the Circuit Court of Palm Beach County, Florida pursuant to Section 163.01, *Florida Statutes*.

[Remainder of page intentionally blank – signatures on next page]

IN WITNESS WHEREOF, Highland Beach and Manalapan have hereto set their hands and seals this ____ day of September, 2025

ATTEST:

TOWN OF HIGHLAND BEACH

LANELDA GASKINS
TOWN CLERK

NATASHA MOORE, MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

LEONARD G. RUBIN
TOWN ATTORNEY

ATTEST:

TOWN OF MANALAPAN

ERIKA PETERSEN
TOWN CLERK

JOHN DEESE, MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

KEITH W. DAVIS
TOWN ATTORNEY

TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: September 8th, 2025

Agenda Item No.: CA. e

Agenda Item Name: Paver Agreement – 7 Spoonbill Road

ACTION REQUESTED: Discussion ☐ Approval ☒

BACKGROUND:

In accordance with the Town Code of Ordinances, residents are required to enter into a limited agreement for construction (“paver agreement”) with the Town of Manalapan in order to obtain permission to install decorative driveway approaches in the Town’s right-of-way. Pamela Murphy, the owner of the residence at 7 Spoonbill Road, is requesting approval to install such a decorative driveway approach within the Town’s right-of-way. The subject “paver agreement” contains terms and conditions regarding installation, maintenance, and access to the decorative driveway approach within the right-of-way that shall be binding upon the Applicant his successors and assigns.

ATTACHMENTS:

- Limited Agreement for Construction in Road Right-of-Way
- Hardscape plan of driveway and application.

This instrument prepared by,
And return to:
Keith W. Davis, Esq.
Davis & Associates, P.A.
701 Northpoint Parkway, Suite 205
West Palm Beach, FL 33407

**LIMITED AGREEMENT FOR CONSTRUCTION IN ROAD RIGHT-OF-WAY
TOWN OF MANALAPAN**

THIS AGREEMENT, made and entered into this 8th day of September 2025, between Pamela J. Murphy, hereinafter called the "Owner"; and the Town of Manalapan, a municipal corporation organized and existing in accordance with the laws of the State of Florida with its principal office at 600 South Ocean Boulevard, Manalapan, Florida 33462, hereinafter called the "Town".

WITNESSETH:

WHEREAS, Owner is the owner and titleholder of the real property situated at 7 Spoonbill Road in the Town of Manalapan, Palm Beach County, Florida, more particularly described as follows:

LOT 1, OF PLAT NO. 1 POINT MANALAPAN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 110, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS THE SOUTH 30 FEET THEREOF.

PCN: 42-43-45-10-02-000-0011

WHEREAS, the Owner has requested permission to construct a decorative driveway surface, which will or does encroach upon the public right of way reserved and designated on the plat of the POINT MANALAPAN PL 1 LT 1 (LESS S 30 FT) subdivision; and

WHEREAS, the Town is willing to permit the construction of said decorative driveway surface, provided the same is in accordance with and upon the following terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties do hereby agree as follows:

Section I. The Town hereby permits the construction and/or maintenance of said decorative driveway surface as shown on Exhibit A attached hereto and made a part hereof, provided and only so long as the Owner complies with the following terms and conditions:

1. If the Town or any utility desires to have access to said public right of way for the purpose of the installation and/or maintenance of any utility transmission line or conduit located or to be located therein or for any other proper purpose, or if the Town desires in its absolute

discretion to have said decorative driveway surface removed from the public right-of-way, the Owner agrees, upon two (2) weeks' notice, or earlier as required, to remove said decorative driveway surface at the Owner's sole cost and expense.

2. In the event the Owner fails to remove said decorative driveway surface as set forth herein above within the time prescribed, the Town or any such utility involved, may cause said decorative driveway surface to be removed and the cost thereof assessed against the above described real property, which cost shall become a lien upon said real property, and which said lien, including all costs and reasonable attorney's fees, may be enforced against said real property by foreclosure or such other remedy as may be available at law.

3. Once all or any portion of said decorative driveway surface has been removed from the public right-of-way, the same shall not be reconstructed except upon prior written agreement and authorization of the Town made or granted in its absolute discretion. No alteration of said decorative driveway surface is permitted or shall occur by the Owner except to remove or diminish such encroachment.

4. The Owner hereby grants the Town and any utility servicing property in the Town full and complete access to said public right of way over, under, upon, around and through said decorative driveway surface.

5. If the Town or any utility work on the public right of way may be accomplished by a means whereby all or a portion of the decorative driveway surface need not be removed, which means may be more expensive than after the same has been removed, then the Town, in its absolute discretion, may grant the Owner the option that such work be accomplished by such more expensive means provided the Owner prepays all costs and expenses in connection therewith.

6. Notwithstanding the foregoing, the Town and any utility serving the Town may take all necessary or appropriate action concerning the decorative driveway surface when there is not sufficient time for notice to the Owner or when the Owner cannot be reached at the above-described premises.

Section II. This Agreement shall be binding upon the Owner, its heirs, personal representatives, successors, and assigns.

Section III. This Agreement shall be recorded in the public records of Palm Beach County.

Page 3 of 3



TOWN OF MANALAPAN
600 South Ocean Boulevard, Manalapan, FL 33462
(561) 585-9477, Fax (561) 585-9498
townhall@manalapan.org www.manalapan.org

DEVELOPMENT APPLICATION

Submittal Date: 7/10/25

42-43-45-10-02-000-0011
Property Control # _____

PROPERTY OWNER(S)	AUTHORIZED AGENT(Required if owner not presenting)
Name: <u>Pamela Murphy</u>	Name: <u>Alec Gable</u>
Address: <u>7 Spoonbill Rd.</u> <u>Manalapan, FL 33462</u>	Address: <u>4440 PGA BND STE 618</u> <u>PBG FL 33410</u>
Phone: _____	Phone: <u>561 294-5424</u>
E-mail: _____	E-mail: <u>permitteck@gmail.com</u>

ARCHITECT/LANDSCAPE ARCHITECT	DEVELOPER/CONTRACTOR:
Name: <u>N/A</u>	Name: <u>Math Gudenyon</u>
Company Name: _____	Company Name: <u>PUP Pavers</u>
Address: _____	Address: <u>same</u>
Phone: _____ Cell: _____	Phone: <u>561 319 2474</u> Cell: _____
E-mail: _____	E-mail: <u>permitteck@gmail.com</u>

APPLICANT'S CERTIFICATION

- (I) ✓ (owner or authorized agent) affirm and certify that I understand and will comply with all provisions and regulations of the Town of Manalapan, Florida. I certify that all drawings and specifications for buildings or structures either larger than 500 sq. ft. or costing more than \$3,000 must be drawn or verified by a state registered architect or engineer and his seal of office imprinted thereon. Additionally, I certify that the drawings and specifications show full compliance and do fully comply with the Zoning Code. I understand that if any drawings or specifications are not in full compliance, the application will be rejected. If approved by the Town, the aforementioned real property described herein will be considered, in every respect, to be a part of the Town of Manalapan and will be subjected to all applicable laws, regulations, taxes and police powers of the Town including the Comprehensive Plan and Zoning Code. I further certify that all statements and diagrams submitted herewith are true

and accurate to the best of my knowledge and belief. Further, I understand that this Application and attachments become part of the Official Records of the Town of Manalapan, Florida, and are not returnable.

Signature-Owner or Authorized Agent

Print Name

Maat Gudenjon

STATE OF FLORIDA, COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8 day of July 2025

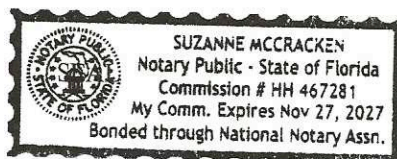
by Maat Gudenjon as owner for Pup Pavers

Personally known or Produced Identification X

Type of Identification

Notary Signature

Print Notary Name



CHECK BELOW WHERE APPLICABLE

(Payable by check only)

ARCHITECTURAL REVIEW – Level 1 \$100		PUD or PUD AMENDMENT \$750	
ARCHITECTURAL REVIEW – Level 2 \$250		SITE PLAN REVIEW \$750	
ARCHITECTURAL REVIEW – Level 3 \$500		SPECIAL EXCEPTION USE \$750	
ARCHITECTURAL REVIEW – Level 4 \$1,000		VARIANCE \$750	
PAVER AGREEMENT \$500	X	ZONING TEXT/MAP OR COMP PLAN AMENDMENT \$1500	

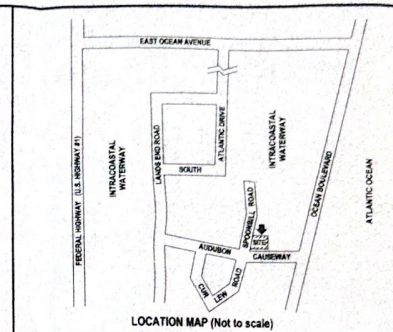
(See page 7 for definitions of Levels)

The owner, architect or other authorized agents are urged to attend the meeting. Each applicant must familiarize themselves with the Architectural Commission criteria and procedure. If all required information is not presented with this application, the project will not be placed on the agenda for review and consideration. PLEASE NOTE: Although an application meets minimum zoning requirements the Architectural Commission may approve, approve with conditions, or disapprove a request not found to meet Architectural Review criteria as found in Town Code, Section 152.23. All residents are notified of applicant's request by mail.

ALL APPLICATIONS MUST BE COMPLETE, SIGNED, NOTARIZED AND SUBMITTED BY THE DEADLINE DATE

1. This Application (pages 3-6)
2. Agent's Authorization Letter (Required if owner not presenting)
3. Application fee (see page 7)
4. Model, if applicable (see page 8)
5. 11 set of Plans; 2 Signed and Sealed -
We require two full-size sets signed and sealed and the other nine can be 11"x17" in size
6. Narrative letter describing the project
7. Samples, renderings, pdfs, jpegs and Power Point photos are due 14 days prior to meeting.

Setbacks



Lot 1, PLAT NO. 1, POINT MANALAPAN, according to the plat thereof, on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, as recorded in Plat Book 25, Page 110, less the South 30 feet thereof.

1. The current use of the site is Residential.
2. The overall Property contains 15,131 square feet/ 0.347 acres more or less.
3. Foundations, Footers and other Underground Facilities not located, unless otherwise shown.
4. Encroachments as rights: None
5. Existing easements and right-of-way as shown hereon on per Plat No. 1, Point Manalapan recorded in Plat Book 25, Page 110, unless otherwise shown.
6. No search of the Public Records by This Surveyor.
7. Distances and angles/bearings shown hereon are per plat and agree with the survey measurement unless otherwise specified.
9. Property lies in Flood Zone "AT" EL- per Interpretation of FEMA's Flood Insurance Rate Map, Community Plan Number 120215-0001-C, dated 9/30/1982.
10. This survey cannot be transferred or assigned, unless written permission from Donald D. Daniels, Inc.
11. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

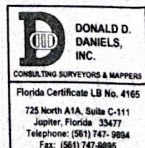
I HEREBY CERTIFY that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

DONALD D. DANIELS
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATION NO. 2608

L.B. = Licensed Business
C/L = Centerline
CBS = Concrete Block Structure
CONC = Concrete
PC = Point of Curve
R = Radius
 Δ = Delta
L = Length
FEMA = Federal Emergency Management Agency
G = Gas Meter
W = Water Meter
4' Chain Link Fence

<p>1 Found X-Cut 1.0' into 5' Sidewalk Replaced with PK Nail & Washer Stamped LB 4165 Recovered - 12/29/2000</p>	<p>3 Set PK Nail & Washer Stamped LB 4165</p> <p>4 Found X-Cut on Seawall .057' W of east edge of wall Replaced with PK Nail & Washer Stamped LB 4165 Recovered - 12/29/2000</p>	<p>6 Found X-Cut Replaced with PK Nail & Washer Stamped LB 4165 Recovered - 12/29/2000</p> <p>7 Found Ship Spike and Washer</p>
<p>2 Found X-Cut on Seawall .058' W of east edge of wall Replaced with PK Nail & Washer Stamped LB 4165</p>	<p>5 Found Nail 1.09' into 5' Sidewalk Set PK Nail & Washer Stamped LB 4165</p>	

DATE OF SURVEY: December 29, 2005



REFERENCE: 25/110	REVISIONS:	SCALE: 1"=20'
OFFICE: DAO		DWG. NUMBER: 85-117.1
CHECKED:		SHEET 1 OF 1

3cm Porcelain Pavers

Pietra Lavica Sand

Hardscape.com's 3CM Pietra Lavica Sand Driveway Porcelain Pavers with SPACER BARS are perfect for driveways, patios, gardens, pool decks, and outdoor areas. Offering the appearance of natural stone in a deeply rich, beige tone. Sleek and contemporary, our 3CM Pietra Lavica Sand porcelain pavers will enhance your home's aesthetic the moment they're laid down. Crafted from highly durable porcelain, our Pietra Lavica Sand porcelain pavers add sophistication coupled with long-lasting durability and a multitude of benefits over traditional natural stone pavers and concrete.



PACKING LIST

SIZES

3CM	PIETRA LAVICA SAND
size (inch)	6x12
thickness (inch)	1.1/8
sqft/plt	176
sqft/box	-
sqft/pc	0.5
boxes/plt	-
pc/plt	352
pc/box	-
pallet (inch)	W26xL50xH32
lb/plt	2,367
lb/box	-
lb/pc	6.7



PERFECT FOR PATIOS, DRIVEWAYS, POOL DECKS, AND OUTDOOR AREAS



TOWN OF MANALAPAN

AGENDA ITEM SUMMARY

Meeting Date: September 8th, 2025

Agenda Item No.: CA - f

Agenda Item Name: Amendment to ILA with Palm Beach County Fire Rescue

ACTION REQUESTED: Discussion ☐ Action ☒

BACKGROUND:

Palm Beach County Fire Rescue (PBCFR) and the Town of Manalapan have agreed to engage in a space study analysis that includes the Town Administration, the Police Department and Fire Station #38. The Town has agreed to obtain the space study analysis, as set forth in its RFQ 25-002-0-2024/EM, and PBCFR has agreed to fund half the cost of the space study analysis, by applying a one-time credit to the Town's contract price for services under the Agreement, but not to exceed an amount of \$45,000.

ATTACHMENT:

- ILA Amendment

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR
FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES
BY AND BETWEEN
THE TOWN OF MANALAPAN AND PALM BEACH COUNTY**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES is made and entered into this _____ day of _____, 2025, by and between the TOWN OF MANALAPAN, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the “Town”) and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the “County”), by and through its Board of County Commissioners.

WITNESSETH

WHEREAS, the parties entered into that certain Interlocal Agreement for Fire Protection and Emergency Medical Services (R2024-0478) dated May 7, 2024 (hereinafter the “Agreement”); and

WHEREAS, the parties mutually desire to amend the Agreement to address a space study analysis.

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth, the parties hereby agree as follows:

1. SECTION 6, SUBSECTION K - FACILITY, of the Agreement is hereby amended to add a new paragraph to the end of Subsection K to read as follows:

The parties mutually desire a space utilization study and preliminary design that includes the Town Facility identified in the Agreement, also known as Station 38. The

Town will obtain the space utilization study and preliminary design, as set forth as Phase 1 in its RFQ 25-002. The County agrees to fund half the cost of said space utilization study and preliminary design, by applying a one-time credit to the Town's contract price for services under the Agreement, but not to exceed an amount of \$45,000, as set forth herein. Upon completion of the Phase 1 space utilization study and preliminary design, the Town will provide the County with documentation of the cost of the completed Phase 1 space utilization study and preliminary design. Upon receipt of such documentation acceptable to the County, the County will then reflect the one-time credit on the next subsequent County invoice to the Town for services under the Agreement.

2. A copy of this First Amendment shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.
3. Except as specifically modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

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

ATTEST:
MIKE CARUSO, CLERK
OF THE CIRCUIT COURT
& COMPTROLLER

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Fire Rescue

ATTEST:

TOWN OF MANALAPAN,
FLORIDA, BY ITS TOWN COUNCIL

By: _____
Erika Petersen, Town Clerk

By: _____
John Deese, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Keith W. Davis, Town Attorney



TOWN OF MANALAPAN

AGENDA ITEM SUMMARY

Meeting Date: September 8th, 2025

Agenda Item No.: CA - g

Agenda Item Name: Amendment to Agreement with Node0 IT Professionals

ACTION REQUESTED: Discussion ☐ Action ☒

BACKGROUND:

The Town of Manalapan has updated its contract with Node0 IT Professionals, keeping the hourly rate the same but adding regular onsite IT support. Regular onsite hours are needed to maintain the Town's IT infrastructure, this will keep things running smoothly and help mitigate any IT related long term outages or issues. The agreement includes periodic rate adjustments tied to inflation and establishes a recurring weekly onsite visit to supplement remote services. All other terms of the original contract remain in effect.

ATTACHMENT:

- Agreement Amendment

TOWN OF MANALAPAN
FIRST AMENDMENT TO AGREEMENT WITH NODE0IT

Combined Addendum to Contract for Confirmation of Hourly Rate, Biennial Adjustments
(Hourly & Monthly), Addition of Weekly Onsite Services, and Payment Terms

This Combined Addendum (the “Addendum”) is made and entered into as of [Date],
by and between Node0 IT Professionals (“Party A”) and the Town of Manalapan (“Party B”) (each a “Party” and together, the “Parties”), and amends the original agreement entered into between the Parties (the “Original Agreement”).

Recitals

WHEREAS, under the Original Agreement, Party A provides services under a fixed

Monthly Maintenance Fee with no minimum onsite hours requirement; and

WHEREAS, the Parties desire to (i) confirm the existing base hourly rate,
(ii) apply biennial rate adjustments to both the Hourly Rate and the Monthly Maintenance Fee, and (iii) add a recurring weekly onsite services block.

1) Confirmation of Base Hourly Rate (No Immediate Change)

The base hourly rate remains One Hundred Dollars and 00/100 (\$100.00) per hour.
No immediate change to the base hourly rate is made by this Addendum.

2) Biennial Adjustment to Hourly Rate and Monthly Maintenance Fee

Beginning on [First Adjustment Date] and every two (2) years thereafter, both

(a) the Hourly Rate then in effect and (b) the Monthly Maintenance Fee then in effect shall each be increased by three percent (3%) to reflect national inflation

and the U.S. Consumer Price Index (CPI). Each such adjustment shall be compounded biennially. For clarity, this clause applies to both pricing components.

3) Monthly Maintenance Fee (Current Amount; Subject to Section 2)

As of [Effective Date], the Monthly Maintenance Fee remains as stated in the Original Agreement (the “Monthly Maintenance Fee”). The Monthly Maintenance Fee

is not revised by this Addendum except for the biennial adjustments described in Section 2.

4) Weekly Onsite Services (New)

Effective [Effective Date], Party A will perform six (6) hours of onsite services each Friday at Party B’s designated location (the “Onsite Block”).

a) Billing: Onsite hours are billed at the then-current Hourly Rate, separate from and added into the Monthly Maintenance Fee.

b) Flexibility: Either Party may request a one-time schedule change for a given week with at least forty-eight (48) hours’ written notice and mutual agreement.

c) Remote Work: Services outside the Onsite Block remain remote unless additional onsite time is requested in writing; such additional onsite time is billed at the Hourly Rate then in effect.

d) The adjusted onsite rate shall be calculated by multiplying the hourly rate by 6 hours per week, multiplying the product by 52 weeks, and then dividing the result by 12 months.

5) Payment Terms (Onsite Added to Monthly)

Beginning on [Effective Date], Party B shall be invoiced a single monthly amount (the “Combined Monthly Fee”) consisting of:

(a) the Monthly Maintenance Fee, plus

(b) the Adjusted Monthly Onsite Rate calculated per Section 4(e) (i.e., hourly rate \times 6 hours/week \times 52 weeks \div 12 months). Any additional onsite time beyond the Friday Onsite Block will be billed at the then-current Hourly Rate and included on the same monthly invoice.

6) Entire Agreement; Conflicts

Except as expressly modified by this Addendum, all terms and conditions of the Original Agreement remain in full force and effect. In the event of a conflict between this Addendum and the Original Agreement, this Addendum controls.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date first written above.

Party A: Node0 IT Professionals

By: _____ Date: _____

Name: _____

Title: _____

Party B: Town of Manalapan

By: _____ Date: _____

Name: _____

Title: _____



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: September 8th, 2025

Agenda Item No.: RA - b.i

Agenda Item Name: Authorization to engage Attorney for possible land acquisition proceedings.

ACTION REQUESTED: Discussion ☒ Approval ☐

Recommendation:

Staff recommends the Town Commission authorize the hiring of Attorney Douglas MacGibbon to represent the Town in pursuing the acquisition of 131 S. Ocean Boulevard (the former bank building). The purpose of this acquisition is to secure a site for the development of a new Town facility that will house Town Hall Administration and potentially Fire-Rescue and Police operations.

Background:

The Town has reached a critical juncture where the current facilities no longer meet operational needs. Town Hall and the Fire-Rescue facilities in particular face significant space and structural limitations, including:

- Inability to accommodate the additional fire-rescue staff the Town funds but cannot house due to inadequate space.
- Outdated facilities that do not adequately meet modern safety standards.
- The existing building is aging and increasingly costly to maintain, with recurring issues such as a leaking roof system, cooling deficiencies and moisture intrusion.
- Police operations without a dedicated secure lobby, creating vulnerabilities for both residents and staff.
- Administrative offices that are undersized and unable to support the growing demand for concierge-level service residents deserve.

No other viable sites are available within Town limits. The Town has no additional land to accommodate modern facilities.

Acquisition of 131 S. Ocean Boulevard provides the only feasible option for ensuring the Town can meet present and future needs.

A new combined facility would provide:

- Modern security and access controls appropriate for today's environment.
- Adequate workspace for Town staff to continue providing high-touch resident services.
- Appropriate living quarters and operational space for Fire-Rescue staff. Including a facility that meets today's health and safety protocols (ie. decontamination room).
- Dedicated space for Police operations, including a secure lobby and enhanced public safety functions.
- Long-term investment in Town infrastructure that safeguards the community's resilience and quality of life while providing a more accurate reflection of the Town's character and values.



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: September 8th, 2025

Agenda Item No.: RA - b.ii

Agenda Item Name: Discussion about updating Town Zoning map

ACTION REQUESTED: Discussion ☒ Approval ☐

BACKGROUND:

The Town currently has nine residential zoning districts (R1-A through R1-F, R2-A, R3-A, and R3-B), many of which contain overlapping or only slightly varied requirements for lot size, setbacks, and floor area. While these distinctions provide detailed regulation, they also add complexity for residents and applicants in interpreting and administering the Code. A potential reduction in the number of residential districts could make the Town Code more straightforward and efficient to apply, while maintaining the character of established neighborhoods. A streamlined approach would also provide greater consistency and predictability for property owners and future development.

ATTACHMENTS:

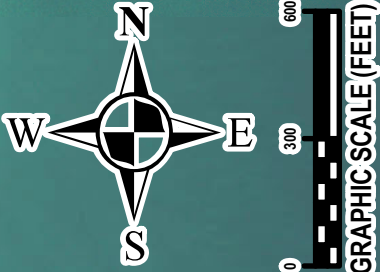
- Residential Zoning District Table
- Current Zoning Map

District	Min. Lot Size	Building Height	Front Setback	Side Setback	Rear Setback	Lot Coverage	Notes / Other Regulations
R1-A	15,000 sq ft	35 ft / 2.5 stories	25 ft	10 ft min; 20% of lot width aggregate	25 ft (interior) / 50 ft (waterfront)	35%	Min. floor area: 2,000 sq ft; Garage req.; Pools 13 ft side, 23 ft rear. Additional ground floor area requirements apply.
R1-B	12,500 sq ft	35 ft / 2.5 stories	25 ft	10 ft min; 20% of lot width aggregate Additional regulations based on story & height apply	25 ft (interior) / 50 ft (waterfront)	35%	Similar to R1-A; slightly smaller lot. Additional ground floor area requirements apply.
R1-C	10,000 sq ft	35 ft / 2.5 stories	25 ft	10 ft min; 20% of lot width aggregate	25 ft (interior) / 50 ft (waterfront)	35%	Min. floor area: 1,800 sq ft. Additional ground floor area requirements apply.
R1-D	8,500 sq ft	24 ft non-tiered two-story building 28 ft tiered two-story building	25 ft, if there is a second story, it should be 5 ft greater than the first story	10 ft min; 20% of lot width aggregate Additional tiering regulations apply	25 ft (interior) / 50 ft (waterfront)	35%	Min. floor area: 1,600 sq ft Additional floor area regulations apply
R1-E	7,500 sq ft	24 ft non-tiered two-story building 28 ft tiered two-story building	25 ft	10 ft min; 20% of lot width aggregate Additional tiering regulations apply	25 ft (interior) / 50 ft (waterfront)	35% Add'l tiering regulations	Min. floor area: 1,400 sq ft
R1-F	6,000 sq ft	24 ft non-tiered two-story building 28 ft tiered two-story building	25 ft	10 ft min; 20% of lot width aggregate Additional tiering regulations apply	25 ft (interior) / 50 ft (waterfront)	35%	Min. floor area: 1,200 sq ft
R2-A	Varies (70 ft A1A/Ocean frontage or 100 ft Ocean-only)	35 ft (single-family); 28 ft (flat roof); 25 ft (congregate living); 3 stories max for townhouses	25 ft	10 ft min; 20% lot width or bldg height (greater)	55 ft from Ocean seawall; 23 ft pools/spas	35%	Max. floor area: 2,000 sq ft; Pools 13 ft side, 23 ft rear; no docks/boathouses
R3-A	20,000 sq ft	24 ft non-tiered two-story building 28 ft tiered two-story building	30 ft	10 ft min; 20% lot width aggregate Additional tiering regulations apply	30 ft (interior) / 75 ft (waterfront)	30%	Min. floor area: 2,500 sq ft
R3-B	1 acre (43,560 sq ft)	35 ft / 2.5 stories	50 ft	20 ft min; 20% lot width aggregate	50 ft (interior) / 100 ft (waterfront)	25%	Min. floor area: 3,000 sq ft



ZONING DISTRICT LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
R1-A	RESIDENTIAL, LOW DENSITY (SINGLE FAMILY)	R3-A	RESIDENTIAL, MEDIUM DENSITY (SINGLE FAMILY)
R1-B	RESIDENTIAL, LOW DENSITY (SINGLE FAMILY)	R3-B	RESIDENTIAL, MEDIUM DENSITY (MEDIUM DENSITY, LOW INTENSITY OF USE) (LIMITED COMMERCIAL)
R1-C	RESIDENTIAL, LOW DENSITY (SINGLE FAMILY)	R-C1	RESIDENTIAL-COMMERCIAL (LIMITED) (MEDIUM DENSITY, LOW INTENSITY OF USE)
R1-D	RESIDENTIAL, LOW DENSITY (SINGLE FAMILY)	R-C2	COMMERCIAL (MEDIUM DENSITY, LOW INTENSITY OF USE)
R1-E	RESIDENTIAL, LOW DENSITY (SINGLE FAMILY, RECREATIONAL)	C3	COMMERCIAL (MEDIUM INTENSITY OF USE)
R1-F	RESIDENTIAL, LOW DENSITY (SINGLE FAMILY)	WS	WATER AREA/OPEN SPACE
R2-A	RESIDENTIAL, MEDIUM DENSITY (SINGLE FAMILY, TOWNHOUSES, MUNICIPAL BUILDINGS AND FACILITIES)		



MATCHLINE (SEE REVERSE SIDE)

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

This aerial map of Manalapan, Florida, displays various zoning districts and their corresponding addresses. The map is oriented with North at the top. A red dashed line indicates the corporate limits of the town. Key features include:

- Zoning Districts:** R-1-D, R-1-E, R-1-C, R-2-A, R-2-B, R-3-A, R-3-B, R-C-1, R-C-2, C-3.
- Streets:** WORTH, MANATEE COVE, LANDS END RD., GATEHOUSE 1200/LANDS END RD., REPUMP STATION & TOWN LIBRARY 1330/LANDS END RD., COTTAGE COLONY 1383-1377, CHURCHILL WY, LOGGERSHEAD LN, PASADAY PL, LAGOON LN, E MARABELLA LN, W MARABELLA LN, PELICAN LN (PRIVATE), S ATLANTIC DR, SE ATLANTIC DR, BEACH CURVE RD, OCEAN AVE, S.R. 414 (SOUTH OCEAN BLVD).
- Landmarks:** LA COQUILLE VILLAGES, LA COQUILLE VILLAGES 400/450, LA COQUILLE VILLAGES 500/550, EAU PALM BEACH RESORT & SPA 100, MANALAPAN TOWN HALL, EVAS LULU.
- Scale and Orientation:** A graphic scale bar shows distances from 0 to 600 feet. A compass rose indicates North (N), South (S), East (E), and West (W).

The map also includes a title block in the bottom right corner:

TOWN OF MANALAPAN
(FLORIDA, USA)
ZONING & ADDRESS MAP
(REVISED, JULY 2019 - AERIAL FLIGHT DATE: JANUARY 2017)

A matchline on the left side reads "MATCHLINE (SEE REVERSE SIDE)".

TOWN OF MANALAPAN
(FLORIDA, USA)

ZONING & ADDRESS MAP
(REVISED, JULY 2019 - AERIAL FLIGHT DATE: JANUARY 2017)

MANALAPAN
CORPORATE LIMITS TOWN OF MANALAPAN

MANATEE COVE

LA COQUILLE VILLAS
R-2-B
LA COQUILLE VILLAS 400-450
LA COQUILLE VILLAS 500-550
R-2-A
LA COQUILLE VILLAS 600-650
R-2-A
LA COQUILLE VILLAS 700-750
R-2-A
LA COQUILLE VILLAS 800-850
R-2-A
LA COQUILLE VILLAS 900-950
R-2-A
LA COQUILLE VILLAS 1000-1050
R-2-A
LA COQUILLE VILLAS 1100-1150
R-2-A
LA COQUILLE VILLAS 1200-1250
R-2-A
LA COQUILLE VILLAS 1300-1350
R-2-A
LA COQUILLE VILLAS 1400-1450
R-2-A
LA COQUILLE VILLAS 1500-1550
R-2-A
LA COQUILLE VILLAS 1600-1650
R-2-A
LA COQUILLE VILLAS 1700-1750
R-2-A
LA COQUILLE VILLAS 1800-1850
R-2-A
LA COQUILLE VILLAS 1900-1950
R-2-A
LA COQUILLE VILLAS 2000-2050
R-2-A
LA COQUILLE VILLAS 2100-2150
R-2-A
LA COQUILLE VILLAS 2200-2250
R-2-A
LA COQUILLE VILLAS 2300-2350
R-2-A
LA COQUILLE VILLAS 2400-2450
R-2-A
LA COQUILLE VILLAS 2500-2550
R-2-A
LA COQUILLE VILLAS 2600-2650
R-2-A
LA COQUILLE VILLAS 2700-2750
R-2-A
LA COQUILLE VILLAS 2800-2850
R-2-A
LA COQUILLE VILLAS 2900-2950
R-2-A
LA COQUILLE VILLAS 3000-3050
R-2-A
LA COQUILLE VILLAS 3100-3150
R-2-A
LA COQUILLE VILLAS 3200-3250
R-2-A
LA COQUILLE VILLAS 3300-3350
R-2-A
LA COQUILLE VILLAS 3400-3450
R-2-A
LA COQUILLE VILLAS 3500-3550
R-2-A
LA COQUILLE VILLAS 3600-3650
R-2-A
LA COQUILLE VILLAS 3700-3750
R-2-A
LA COQUILLE VILLAS 3800-3850
R-2-A
LA COQUILLE VILLAS 3900-3950
R-2-A
LA COQUILLE VILLAS 4000-4050
R-2-A
LA COQUILLE VILLAS 4100-4150
R-2-A
LA COQUILLE VILLAS 4200-4250
R-2-A
LA COQUILLE VILLAS 4300-4350
R-2-A
LA COQUILLE VILLAS 4400-4450
R-2-A
LA COQUILLE VILLAS 4500-4550
R-2-A
LA COQUILLE VILLAS 4600-4650
R-2-A
LA COQUILLE VILLAS 4700-4750
R-2-A
LA COQUILLE VILLAS 4800-4850
R-2-A
LA COQUILLE VILLAS 4900-4950
R-2-A
LA COQUILLE VILLAS 5000-5050
R-2-A
LA COQUILLE VILLAS 5100-5150
R-2-A
LA COQUILLE VILLAS 5200-5250
R-2-A
LA COQUILLE VILLAS 5300-5350
R-2-A
LA COQUILLE VILLAS 5400-5450
R-2-A
LA COQUILLE VILLAS 5500-5550
R-2-A
LA COQUILLE VILLAS 5600-5650
R-2-A
LA COQUILLE VILLAS 5700-5750
R-2-A
LA COQUILLE VILLAS 5800-5850
R-2-A
LA COQUILLE VILLAS 5900-5950
R-2-A
LA COQUILLE VILLAS 6000-6050
R-2-A
LA COQUILLE VILLAS 6100-6150
R-2-A
LA COQUILLE VILLAS 6200-6250
R-2-A
LA COQUILLE VILLAS 6300-6350
R-2-A
LA COQUILLE VILLAS 6400-6450
R-2-A
LA COQUILLE VILLAS 6500-6550
R-2-A
LA COQUILLE VILLAS 6600-6650
R-2-A
LA COQUILLE VILLAS 6700-6750
R-2-A
LA COQUILLE VILLAS 6800-6850
R-2-A
LA COQUILLE VILLAS 6900-6950
R-2-A
LA COQUILLE VILLAS 7000-7050
R-2-A
LA COQUILLE VILLAS 7100-7150
R-2-A
LA COQUILLE VILLAS 7200-7250
R-2-A
LA COQUILLE VILLAS 7300-7350
R-2-A
LA COQUILLE VILLAS 7400-7450
R-2-A
LA COQUILLE VILLAS 7500-7550
R-2-A
LA COQUILLE VILLAS 7600-7650
R-2-A
LA COQUILLE VILLAS 7700-7750
R-2-A
LA COQUILLE VILLAS 7800-7850
R-2-A
LA COQUILLE VILLAS 7900-7950
R-2-A
LA COQUILLE VILLAS 8000-8050
R-2-A
LA COQUILLE VILLAS 8100-8150
R-2-A
LA COQUILLE VILLAS 8200-8250
R-2-A
LA COQUILLE VILLAS 8300-8350
R-2-A
LA COQUILLE VILLAS 8400-8450
R-2-A
LA COQUILLE VILLAS 8500-8550
R-2-A
LA COQUILLE VILLAS 8600-8650
R-2-A
LA COQUILLE VILLAS 8700-8750
R-2-A
LA COQUILLE VILLAS 8800-8850
R-2-A
LA COQUILLE VILLAS 8900-8950
R-2-A
LA COQUILLE VILLAS 9000-9050
R-2-A
LA COQUILLE VILLAS 9100-9150
R-2-A
LA COQUILLE VILLAS 9200-9250
R-2-A
LA COQUILLE VILLAS 9300-9350
R-2-A
LA COQUILLE VILLAS 9400-9450
R-2-A
LA COQUILLE VILLAS 9500-9550
R-2-A
LA COQUILLE VILLAS 9600-9650
R-2-A
LA COQUILLE VILLAS 9700-9750
R-2-A
LA COQUILLE VILLAS 9800-9850
R-2-A
LA COQUILLE VILLAS 9900-9950
R-2-A
LA COQUILLE VILLAS 10000-10050
R-2-A
LA COQUILLE VILLAS 10100-10150
R-2-A
LA COQUILLE VILLAS 10200-10250
R-2-A
LA COQUILLE VILLAS 10300-10350
R-2-A
LA COQUILLE VILLAS 10400-10450
R-2-A
LA COQUILLE VILLAS 10500-10550
R-2-A
LA COQUILLE VILLAS 10600-10650
R-2-A
LA COQUILLE VILLAS 10700-10750
R-2-A
LA COQUILLE VILLAS 10800-10850
R-2-A
LA COQUILLE VILLAS 10900-10950
R-2-A
LA COQUILLE VILLAS 11000-11050
R-2-A
LA COQUILLE VILLAS 11100-11150
R-2-A
LA COQUILLE VILLAS 11200-11250
R-2-A
LA COQUILLE VILLAS 11300-11350
R-2-A
LA COQUILLE VILLAS 11400-11450
R-2-A
LA COQUILLE VILLAS 11500-11550
R-2-A
LA COQUILLE VILLAS 11600-11650
R-2-A
LA COQUILLE VILLAS 11700-11750
R-2-A
LA COQUILLE VILLAS 11800-11850
R-2-A
LA COQUILLE VILLAS 11900-11950
R-2-A
LA COQUILLE VILLAS 12000-12050
R-2-A
LA COQUILLE VILLAS 12100-12150
R-2-A
LA COQUILLE VILLAS 12200-12250
R-2-A
LA COQUILLE VILLAS 12300-12350
R-2-A
LA COQUILLE VILLAS 12400-12450
R-2-A
LA COQUILLE VILLAS 12500-12550
R-2-A
LA COQUILLE VILLAS 12600-12650
R-2-A
LA COQUILLE VILLAS 12700-12750
R-2-A
LA COQUILLE VILLAS 12800-12850
R-2-A
LA COQUILLE VILLAS 12900-12950
R-2-A
LA COQUILLE VILLAS 13000-13050
R-2-A
LA COQUILLE VILLAS 13100-13150
R-2-A
LA COQUILLE VILLAS 13200-13250
R-2-A
LA COQUILLE VILLAS 13300-13350
R-2-A
LA COQUILLE VILLAS 13400-13450
R-2-A
LA COQUILLE VILLAS 13500-13550
R-2-A
LA COQUILLE VILLAS 13600-13650
R-2-A
LA COQUILLE VILLAS 13700-13750
R-2-A
LA COQUILLE VILLAS 13800-13850
R-2-A
LA COQUILLE VILLAS 13900-13950
R-2-A
LA COQUILLE VILLAS 14000-14050
R-2-A
LA COQUILLE VILLAS 14100-14150
R-2-A
LA COQUILLE VILLAS 14200-14250
R-2-A
LA COQUILLE VILLAS 14300-14350
R-2-A
LA COQUILLE VILLAS 14400-14450
R-2-A
LA COQUILLE VILLAS 14500-14550
R-2-A
LA COQUILLE VILLAS 14600-14650
R-2-A
LA COQUILLE VILLAS 14700-14750
R-2-A
LA COQUILLE VILLAS 14800-14850
R-2-A
LA COQUILLE VILLAS 149

[illegible][illegible]