



TOWN COMMISSION MEETING

Tuesday, March 10th, 2026

9:00 A.M.

RESOLUTION 02-2026

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA ELECTING CERTAIN TOWN COMMISSIONERS TO SERVE AS VICE MAYOR AND MAYOR PRO TEM; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the Town Commission of the Town of Manalapan has convened for the purpose of reorganization and, in compliance with the Town Charter, has elected from among its members a Vice Mayor and a Mayor Pro Tem.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA AS FOLLOWS, that:

Section 1: The Town Commission of the Town of Manalapan does hereby elect and appoint the following members of the Town Commission to serve as the Vice Mayor and Mayor Pro Tem each for the respective term, as set forth herein below, in accordance with the Town Charter.

Section 2: Accordingly, the following named persons are elected to the positions of Vice Mayor and Mayor Pro Tempore:

_____ is hereby appointed **Vice Mayor** to serve for a term ending with the March election in 2027.

_____ is hereby appointed **Mayor Pro Tem** to serve for a term ending with the March election in 2027.

Section 3: This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of March, 2026

TOWN OF MANALAPAN

JOHN DEESE, MAYOR

ATTEST:

(Seal)

ERIKA PETERSEN, TOWN CLERK



PUBLIC NOTICE/AGENDA
Tuesday March 10th, 2026 at 9:00 a.m.

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. REORGANIZATION:**
 - a. Swearing in of new Commissioners – Town Clerk Petersen
 - b. Appointments to Commissions & Boards – Mayor Deese
- 5. APPROVAL OF THE AGENDA: AGENDA ADDITIONS, DELETIONS OR SUBSTITUTIONS**
- 6. PRESENTATIONS:**
 - a. S. Lizabeth Martin from the Palm Beach County Commission on Ethics will introduce herself and the organization.
- 7. PUBLIC COMMENTS (3 MINUTES PER SPEAKER)**
- 8. CONSENT AGENDA:**
 - a. Minutes February 10, 2026 Town Commission
 - b. Police Department Report for February
 - c. Paver Agreement – 40 Curlew Road
- 9. REGULAR AGENDA:**
 - a. **OLD BUSINESS:**
 - i. **RES 03-2026** - Eminent Domain Resolution 131 S. Ocean Blvd.
 - b. **NEW BUSINESS:**
 - i. Mock Roos Construction Services Agreement (CSA) #121 for State Revolving Fund Loan Application Assistance (for Septic to Sewer conversion)
- 10. MAYOR’S COMMENTS, TOWN COMMISSION COMMENTS**
- 11. ADJOURNMENT**

-- TOWN COMMISSION WORKSHOP --

1. LA COQUILLE CLUB PUD WORKSHOP – Town Attorney Davis

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: March 10th, 2026

Agenda Item No.: CA - a

Agenda Item Name: February 10th, 2026 Town Commission Meeting Minutes

ACTION REQUESTED: Discussion Approval

ATTACHMENT:

- February 10th, 2026 Town Commission Meeting Minutes



Town Commission Meeting
Tuesday, February 10th, 2026, at 9:00 a.m.

IN ATTENDANCE

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

PUBLIC: Sharon Kirkland (30 Spoonbill), Jess Sowards (CSA Architects), JJ Jaramillo (CSA Architects), Niki Peterson (65 Curlew), Tony Hoppel (Feeding South Florida), and John Pacenti (Coastal Star)

CALL TO ORDER & PLEDGE OF ALLEGIANCE

Mayor Deese called the Town Commission meeting to order at 9:01 a.m.

AGENDA ADDITIONS, DELETIONS OR SUBSTITUTIONS

Mr. Hoppel from Feeding South Florida was running late, therefore his introduction was moved to later in the agenda.

PUBLIC COMMENTS

There were none.

CONSENT AGENDA

- a. Minutes January 20, 2026 Town Commission Meeting
- b. Police Department Report for January

Commissioner Knobel made a motion to **approve** the Consent Agenda, Commissioner Kulwin seconded the motion which prevailed by the following vote:

YES: Mayor Pro Tem Bonner, Commissioner Knobel, Commissioner Kulwin, Commissioner Imbesi and Commissioner McMackin

REGULAR AGENDA

OLD BUSINESS:

- i. Currie, Sowards, Aguila (CSA) Architects presented a new design for the Lands End Road guard house. Jess Sowards from CSA Architects presented the proposal to the Commission.

There were questions from the Commissioners about the golf cart storage area, trellis structure, and landscaping. Commissioner Knobel commented that he would like to see more vegetation along the sides of the trellis to screen any light emitting from the guardhouse to the neighboring properties.

Town Manager Marmer explained this would most likely be a phased project as there is currently no budget for the trellis portion. He stated they could do whatever the commissioner desired, however he recommended moving forward with two phases, the building and then the trellis. He explained if the Commission wanted to do it all then that would require a budget amendment and potentially dipping into the reserves.

The Town Commission requested staff send the guard house design to ARCOM as well as an additional option to be developed by CSA Architects.

NEW BUSINESS:

- ii. There was none.

MAYOR'S COMMENTS, TOWN COMMISSION COMMENTS, TOWN MANAGER'S REPORT:

Mayor Deese commented on the recent cold weather and inquired with Chief Rasor whether that had thinned the iguana population. Chief Rasor responded that the Police Department probably nabbed an additional 35-40 iguanas due to the weather.

Town Manager Marmer noted some of the new initiatives were going well like the Beach Cleanup crew and the new Sanitation company. He told the Commission that the Town's offer letter to 131 S. Ocean Blvd (the bank building) had been received but we had not heard anything back yet. He announced the Sand Transfer Plant administrative hearing had been moved to the end of August which would give the town more time to prepare. Town Manager Marmer informed the Commission that staff had sent out an email to notify the residents of the Pension Board vacancy and hadn't yet received any interest. Commissioner Knobel asked if spouses of Town Commissioners could serve, which Mr. Marmer confirmed they could.

Mayor Deese commented that he had heard numerous positive comments on the new Sanitation company and everyone he spoke with was pleased with the service.

PUBLIC HEARING:

- a. PH 1 - Ordinance #400 – AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE MANALAPAN CODE OF ORDINANCES AT TITLE XI: - BUSINESS REGULATIONS. AMENDING SECTION 112.02 HOURS OF SALE. TO REPEAL THE PROHIBITION ON ALCOHOLIC SALES DURING THE MORNING HOURS OF

SUNDAY; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF TITLE XI. BUSINESS 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 #400 on second reading, Commissioner McMackin seconded the motion which prevailed by the following vote:

YES: Mayor Pro Tem Bonner, Commissioner Knobel, Commissioner Kulwin, Commissioner Imbesi and Commissioner McMackin

Town Manager Marmer introduced Tony Davidson, the new Assistant Town Manager, to the Commissioners. He noted he was happy to have him by his side to assist with all the major projects coming up.

Tony Hoppel from Feeding South Florida addressed the Town Commission.

The Town Commission meeting adjourned at 9:42 a.m.

**These minutes were presented to the Town Commission
on Tuesday March 10th, 2026 for approval.**

John Deese, Mayor

Date Signed

Erika Petersen, Town Clerk

Date Signed



TOWN OF MANALAPAN

AGENDA ITEM SUMMARY

Meeting Date: March 10th, 2026

Agenda Item No.: CA - b

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

ACTION REQUESTED: Discussion Action

ATTACHMENT:

- Chief Rasor's Executive Report
- The Police Department Report for February including Monthly Stats
- Palm Beach County Fire Rescue response times for February



Manalapan Police Department



TO: Mayor and Town Commissioners
Eric Marmer, Town Manager
FROM: Chief Jeff Rasor
SUBJECT: Monthly Report for February 2026
DATE: March 2, 2026

AmL #52157

Police Department Staffing:

- **Dispatcher Positions:** There are currently three applicants in the background investigation phase of the hiring process. We anticipate hiring one applicant in March to fill the existing vacancy.
- **Police Officer Positions:** There are no current openings for the position of Police Officer.
- **Community Service Officer Positions:** One applicant has been hired for a full-time Community Service Officer position, and one applicant has been hired for a part-time position. Currently, there remains one part-time Community Service Officer vacancy.
- **Staffing Summary:** In February, the Police Department filled the final open Police Officer position, hired one full-time Community Service Officer, and one part-time Community Service Officer. We are in the final stages of the hiring process with three dispatcher applicants, with the remaining dispatcher vacancy expected to be filled in March.

Zone Coverage:

- Zone coverage remained consistent throughout the month, with two officers and one sergeant assigned per shift to ensure adequate patrol presence and response capability.

Fleet:

- **Vehicle Maintenance:** The department's fleet is current with all scheduled maintenance and service requirements, ensuring operational readiness and reliability across all patrol units.
- **Fleet Updates:** None.

Training:

- **Field Training:**
 - Officer Spirn has begun the Field Training Officer (FTO) Program (Phase 1) and has been assigned to a night patrol shift with FTO Officer Cardarelli.



Manalapan Police Department

- **Specialized Training Courses:**
 - Rifle Training: All Manalapan Police Officers attended annual rifle training and completed their annual qualification with the AR-15 rifle.
 - Officer Cardarelli attended the Interviews and Interrogations course at Palm Beach State College.
 - Detective Hadley attended Detective Field Training with the Riviera Beach Police Department. He was assigned to work with a Field Training Detective in Riviera Beach for a three-week period.
 - Chief Rasor attended FEMA Hurricane Deployment Training along with Town Manager Eric Marmer and Building Official Jacek Tomasik.

- **High Liability Training Update:** High liability training for all police officers began in August and will continue through March. The remaining scheduled topics include:
 - **Tactical Medical** – Scheduled for March 3 and March 30, 2026.
- This training is being conducted in partnership with Palm Beach County Fire Rescue and will be hosted by the Manalapan Police Department, fostering interagency collaboration and continued skill development.

Miscellaneous – Department Projects and Promotions:

- **Dignitary Security:** Met with the United States Capitol Police to coordinate security for several U.S. Senators and Members of Congress attending an event within the Town of Manalapan.

Total Police Calls for Service for the Month of September

Types of Calls / Patrols	Total
ATV - Beach Patrols	5
Marine Patrols	5
Dark House Checks	229
Construction Site Checks	189
Extra patrols in the plaza	54
Arrest	1
Baker Acts – Mental Distress	0
Traffic Stops	61
Uniform Traffic Citations Written	36
Traffic Violation Verbal Warnings	48
Parking Citations Written	12
Traffic Crashes	3



Manalapan Police Department

Distressed Swimmer	0
Iguana Removal	5
Total Calls Dispatched	554
911 Calls	49
Non-Emergency Calls	505
Most Frequent Call Dispatched (Service Call - Assisting the Resident with Non-Crime related issue – Example – door left open, medical)	24
Total Crime Calls for the Month	3
Most Frequent Crime Reported (Theft)	1



3/2/2026

Palm Beach County Fire Rescue

Manalapan

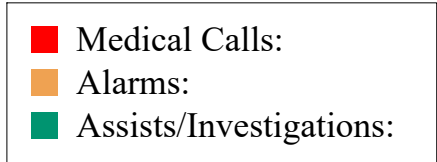
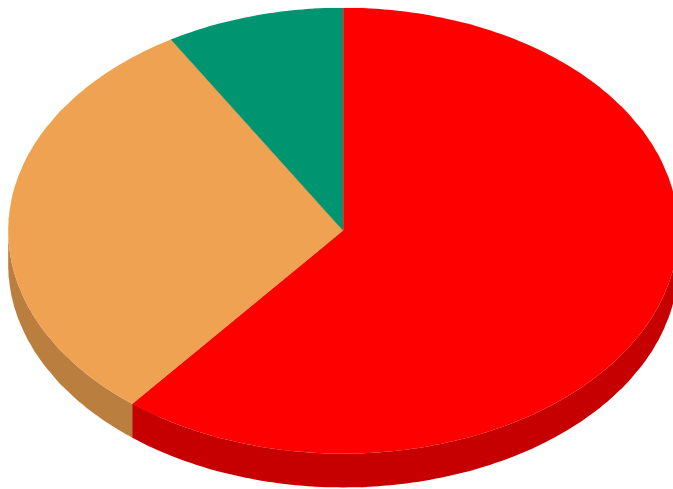
02/01/2026 to 02/28/2026

Average Response Times	Disp Hand	Turnout	Travel	Resp Time
Emergency Calls:	<u>0:00:46</u>	<u>0:00:49</u>	<u>0:03:47</u>	<u>0:05:22</u>

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>	<u>%</u>
Medical Calls:	14	60.87%
Alarms:	7	30.43%
Assists/Investigations:	2	8.70%
Total	<u>23</u>	<u>100.00%</u>

Calls by Situation Dispatched

Manalapan



**TOWN OF MANALAPAN
AGENDA ITEM SUMMARY**

Meeting Date: March 10th, 2026
Agenda Item No.: CA. c
Agenda Item Name: Paver Agreement – 40 Curlew 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. Nicole & William Wright, the owners of the residence at 40 Curlew 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, Barnard & Brandenburg, 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 ____ day of March 2026, between Nicole F. Wright & William Wright, hereinafter called the “Owners”; and the Town of Manalapan, a Florida municipal corporation with its principal office at 600 South Ocean Boulevard, Manalapan, Florida 33462, hereinafter called the “Town”.

WITNESSETH:

WHEREAS, Owners own and hold title to real property situated at 40 Curlew Road in the Town of Manalapan, Palm Beach County, Florida, more particularly described as follows:

POINT MANALAPAN PLAT 1 LT 49

PCN: 42-43-45-10-02-000-0490; and

WHEREAS, the Owners have 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 POINT MANALAPAN PL 1; 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 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 Owners comply 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

Owners agree, upon two (2) weeks' notice, or earlier as required, to remove said decorative driveway surface at the Owners' sole cost and expense.

2. In the event the Owners fail 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 and granted in its absolute discretion. No alteration of said decorative driveway surface is permitted or shall occur by the Owners except to remove or diminish such encroachment.

4. The Owners hereby grant 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 Owners the option that such work be accomplished by more expensive means, provided the Owners prepay 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 Owners or when the Owners cannot be reached at the above-described premises.

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

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

IN WITNESS WHEREOF, the Owners have hereunto set their signatures and the Town has caused this agreement to be executed by its duly authorized officers on the day and year first above written.

Signed, sealed, and delivered
in the presence of two (2) witnesses:

OWNERS

Witness signature
Name: _____

By: Nicole F. Wright

Witness signature
Name: _____

By: William Wright

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing limited agreement was acknowledged before me by means [] of physical presence or [] of online notarization this ____ day of March 2026 by Nicole F. Wright and by William Wright, who are both personally known to me ____, or who both have produced _____ as identification and who did/did not take an oath (circle response).

(Seal)

NOTARY PUBLIC, State of Florida

TOWN OF MANALAPAN

John Deese, Mayor

ATTEST:

(TOWN SEAL)

Erika Petersen, CMC, Town Clerk



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: _____

Property Control # _____


PROPERTY OWNER(S)	AUTHORIZED AGENT (Required if owner not presenting)
Name: Nicole Fable Wright ^{William} Wright	Name:
Address: 40 Curlew Rd Manalapan, FL 33462	Address:
Phone: 561 309 7934	Phone:
E-mail: nwright@c-uslaw.com	E-mail:

ARCHITECT/LANDSCAPE ARCHITECT	DEVELOPER/CONTRACTOR:
Name:	Name: Exotic Co Pavers
Company Name:	Company Name: Marsha McKinnon
Address:	Address:
Phone: Cell:	Phone: 561 503 0644 Cell:
E-mail:	E-mail: marsha.mckinnon5@aol.com

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 Nicole Wright


STATE OF FLORIDA, COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12th day of February 2026.

by Nicole Wright as owner for 40 Curlew Rd.

Personally known _____ or Produced Identification Drivers License

Type of Identification Drivers License


 Notary Signature
Janine Tiwari
 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	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.

Updated 02/10/2023

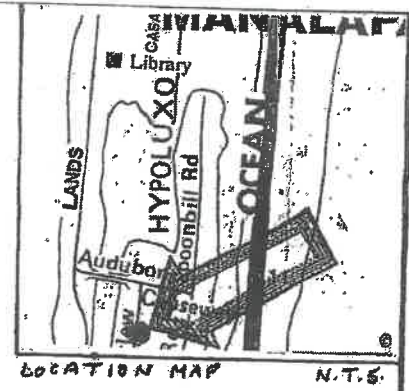
Certified To : William C. Wright and Nicole Fable-Wright; Fidelity Federal Bank & Trust, its successors and/or assigns as their interest may appear; Standard Title Insurance Agency, Inc.; Attorneys' Title Insurance Fund, Inc.

Property Address : 40 Curlew Road, Manalapan, FL

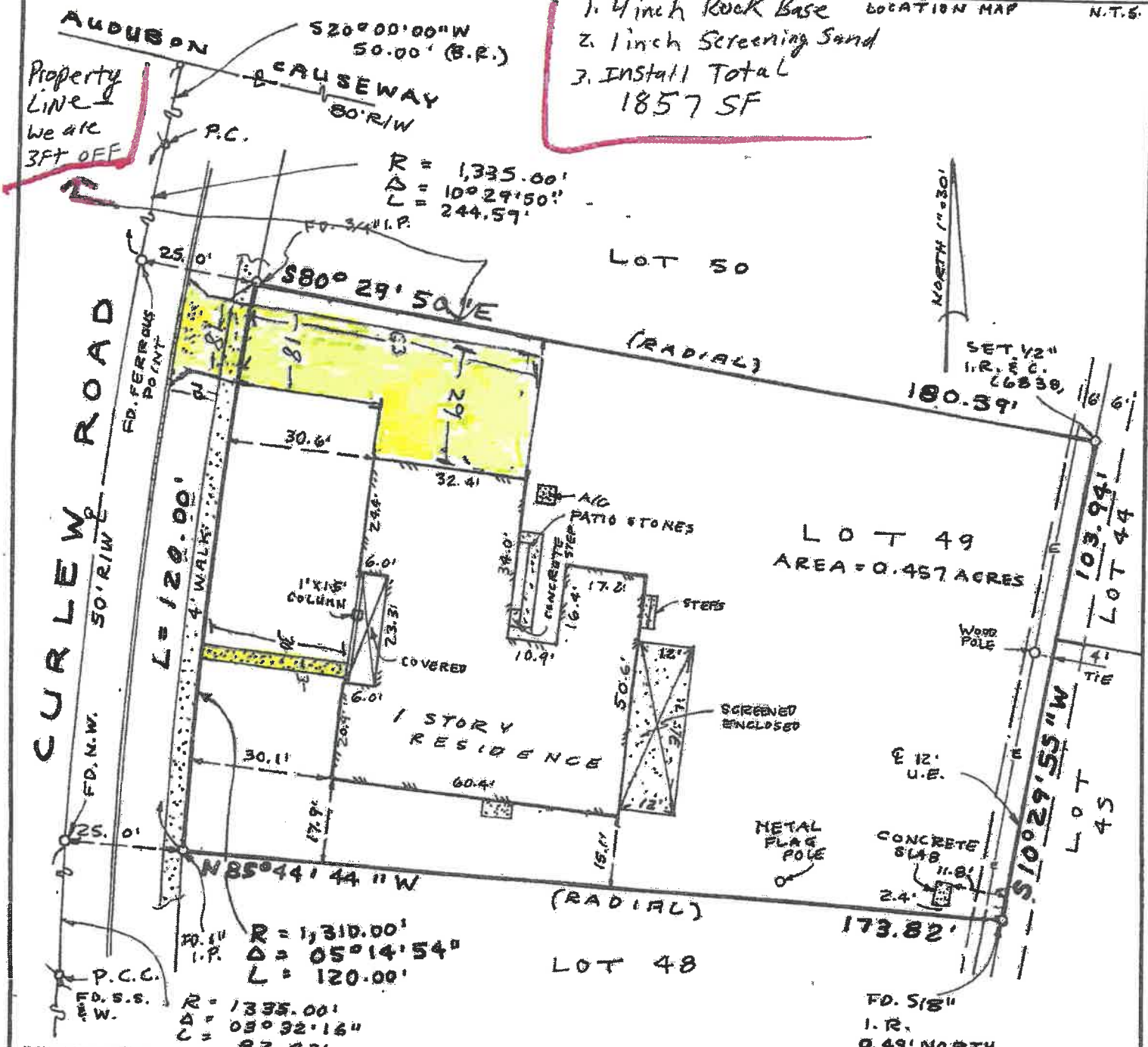
Flood Zone : A7(EI 8)(FIRM 120215 0001C 9-30-82)

Description:

Lot 49, POINT MANALAPAN PLAT NO. 1, according to the Plat thereof as recorded in Plat Book 25, Page 110, of the Public Records of Palm Beach County, Florida.



1. 4 inch Rock Base
2. 1 inch Screening Sand
3. Install Total 1857 SF



- SURVEY NOTES**
- 1.) THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION OR DESIGN PURPOSES.
 - 2.) Lands shown hereon were not abstracted by this Office for easements, rights-of-way, or other instruments of record.
 - 3.) No underground improvements located unless shown.
 - 4.) All bearings and distances shown hereon are plat and measured unless otherwise noted.
 - 5.) Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
 - 6.) This firm's "Certificate of Authorization" number is "L.B 6838".

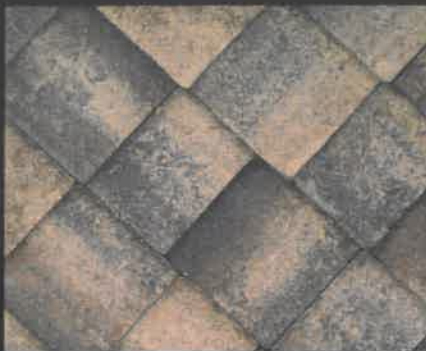
LEGEND
CALC. = CALCULATED FD. = FOUND R = RADIUS

WHITE CEMENT BLENDS

Old Chicago



Old Chicago Brown



Oyster/White/Buff



P/C Blend



Platinum



Rieumont



Riverbrook



Saltillo



Saltwater Greige



WCC Blend



Windy City



Windy City Brown



* Due to the inherent variances in manufacturing process, all product and color appearances may be different than as displayed.



U.S. PAVERSCAPE®

Manufacturer of Fine Quality Concrete Paver Brick, Tile and Slabs
"Custom Production is Our Standard"

PAVER COLOR SELECTIONS

Corporate Headquarters/Plant

1735 SE Federal Hwy
Stuart, FL 34994
Ph. 772.223.7287

Haines City Plant

310 US Hwy 17-92 W.
Haines City, FL 33844
Ph. 863.417.0070

Stuart Showroom

1801 SE Federal Hwy
Stuart, FL 34994
Ph. 772.223.7287

Maitland Showroom

8775 US 17-92 S
Maitland, FL 32751
Ph. 407.830.6900

TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: March 10th, 2026

Agenda Item No.: RA. a.i.

Agenda Item Name: RES 03-2026 – Eminent Domain Resolution

BACKGROUND:

At the December 9th, 2025 Town Commission meeting, the Town Commission approved resolution RES 09-2025 authorizing the Town to move forward with eminent domain on the property at 131 S. Ocean Blvd as it is necessary for a public purpose: the expansion and/or relocation of Town facilities.

Since the Town's offer to purchase the property has not been accepted, this resolution authorizes the Town to move forward using its eminent domain powers under applicable Florida statutes. It also authorizes the Town (including outside legal counsel as needed) to hire appraisers, acquisition consultants, surveyors, and other experts, and to take any necessary legal steps, including filing eminent domain proceedings.

MOTION:

- Move to approve/disapprove RES 03-2026 Resolution

ATTACHMENTS:

- RES 03-2026

RESOLUTION 03-2026

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, DECLARING THAT THE ACQUISITION OF THE PROPERTY DESIGNATED AS PARCEL 101, BY A FEE SIMPLE TAKING OF THE ENTIRE PARCEL, IS NECESSARY FOR EXPANSION OR RELOCATION OF TOWN HALL AND/OR THE TOWN POLICE AND/OR FIRE DEPARTMENTS, FURTHER DECLARING THAT SAID ACQUISITION IS FOR A PUBLIC USE AND PURPOSE; FURTHER DECLARING THAT ACQUISITION BY FEE SIMPLE TAKING IS NECESSARY SINCE THE TOWN'S OFFER TO PURCHASE HAS NOT BEEN ACCEPTED; AUTHORIZING THE EMPLOYMENT OF APPRAISERS AND OTHER EXPERTS, AND FURTHER AUTHORIZING THE FILING OF EMINENT DOMAIN PROCEEDINGS PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, The Manalapan Town Manager recommends the acquisition of fee simple title to property, designated as Parcel 101, the legal description of which is contained in **Exhibit "A"** attached hereto and incorporated herein (hereinafter the "Property"); and

WHEREAS, the acquisition of Parcel 101 is necessary to the Town for the expansion or relocation of the Town Hall and parts of its offices and facilities, including but not limited to police and fire department facilities; and

WHEREAS, the Town has funds available for the acquisition of Parcel 101; and

WHEREAS, the Town has made an offer to the owner of Parcel 101 to purchase same, but the property owner has not accepted the offer made by the Town; and

WHEREAS, the Town of Manalapan is exercising its authority of Eminent Domain pursuant to Florida Statute Chapters 73, 74, 166, and Florida Statute 166.401; and

WHEREAS, the Town of Manalapan in determining to proceed with the acquisition of the Property and construction of the proposed project, and determining the

Project's location, has considered the required factors pursuant to Florida law, including safety, costs, alternative locations or methodologies, long range plans and the environment, as applicable to Parcel 101; and

WHEREAS, after considering the factors set forth above, the Town has determined that the acquisition of Parcel 101 via eminent domain, is necessary for the construction of the project, and is for a public use, and the purpose deemed to be in the best interest of the Town; and

WHEREAS, the fee simple taking of the Property is not being acquired for the purpose of abating or eliminating public nuisances, slum or blighted conditions, and is subject to any applicable conveyance restrictions pursuant to Florida law, to the extent they may apply; and

WHEREAS, in order to accomplish the acquisition of the Property the Town, using outside counsel to the extent they deem appropriate, is authorized to take legal action, including the initiation or filing of Eminent Domain proceedings, to employ real estate appraisers, acquisition consultants, and other experts deemed necessary to accomplish this purpose; and

WHEREAS, the Town Commission has determined that proceeding in accordance with the direction given in this resolution will serve the public interest and will preserve and protect the public health, safety and welfare.

NOW, THEREFORE, BE IT ENACTED BY THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AS FOLLOWS:

SECTION 1. The Town Commission hereby adopts and ratifies those matters set forth in the recitals.

SECTION 2. The Town of Manalapan, using outside counsel to the extent they deem appropriate, is authorized and directed to take all necessary steps, including the hiring of appraisers, acquisition consultants, and the surveyor in Exhibit “A” that may be necessary to fully accomplish those purposes.

SECTION 3. The Town of Manalapan, using outside counsel to the extent they deem appropriate, is authorized and directed to take further actions as are reasonably necessary to fully accomplish the purposes herein directed, including correcting minor errors in the description of the real property described.

SECTION 4. BE IT FURTHER RESOLVED that the property described in **Exhibit “A”** is to be used for the following public purpose: expansion and relocation of Town Hall.

PASSED AND ADOPTED by the Town Commission of the Town of Manalapan, Florida, in regular session on March 10, 2026.

TOWN OF MANALAPAN

JOHN DEESE, MAYOR

ATTEST:

(Seal)

ERIKA PETERSEN, TOWN CLERK

EXHIBIT A

EXHIBIT A
(the "Property")

A parcel of land in Government Lot 1, Section 2, Township 45 South, Range 43 East, Palm Beach County, Florida, bounded as follows:

On the North by the South right-of-way line of Lantana Avenue (an 80 foot right-of-way); on the East by the West right-of-way line of State Road A1A (a 66 foot right-of-way); on the West by a line parallel to and 175.0 feet Westerly from (as measured along the South right-of-way line of Lantana Avenue) the West right-of-way line of State Road A1A and on the South by a line parallel to and 175.00 feet Southerly from (as measured along the West right-of-way line of State Road A1A) the South right-of-way line of Lantana Avenue.

Said lands lying in the Town of Manalapan, Palm Beach County, Florida.

TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: March 10th, 2026

Agenda Item No.: RA. b.i.

Agenda Item Name: Mock Roos Construction Services Agreement (CSA) #121 for State Revolving Fund Loan Application Assistance (for Septic to Sewer conversion)

BACKGROUND:

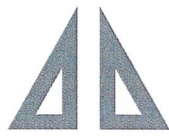
This Construction Services Agreement (CSA) utilizes the Town's engineering consultants, Mock Roos and Raftelis, to prepare a financial plan needed for the Septic to Sewer Conversion Project. They will develop a business and financial plan and complete the application for funding through the State Revolving Fund (SRF), while also looking at other possible funding sources.

MOTION:

- Move to approve/disapprove Mock Roos CSA #121

ATTACHMENTS:

- Mock Roos & Rafetlis CSA proposals



**Proposal to Provide Professional Engineering Services for
Town of Manalapan
CSA No. 121
State Revolving Fund Loan - Clean Water Loan Application Assistance**

A. Project Description:

The Town of Manalapan (Town) operates water and wastewater systems to serve the customers in their service area, which is the same as the Town Limits. The Town has authorized the design of a low-pressure Wastewater Collection System to serve unserved properties within the Town. The Town desires to pursue a low interest loan from the **State Revolving Fund (SRF)** to fund the improvements. Multiple submissions are required to obtain a low interest SRF loan. Previously, a Preliminary Design Report was prepared to assist the Town in evaluating system options. An extensive formal Wastewater Facility Plan will be needed for submission to the Florida Department of Environmental Protection (FDEP) to pursue an SRF loan. The Facility Plan will be based on the Mock•Roos Preliminary Design Report but will need to be updated to reflect current anticipated costs and other SRF Loan requirements, including a Capital Finance Plan (CFP) for loan repayment, along with other items that FDEP may require.

Mock•Roos will assist the Town in developing the documents necessary to be included in the application and will also assist in submitting the application to the FDEP and responding to FDEP comments and questions. See **B. Scope of Services** below.

B. Scope of Services:

Document Development and Application Assistance:

1. Assist the Town in developing a financing strategy for constructing the low-pressure wastewater collection system currently under design. Financing considerations include project phasing, grant considerations and opportunities, loan considerations, and opportunities, and repayment strategies.
 - 1.1 Develop and refine current project phasing plan, Engineers Opinion of Probable Project Costs, project schedules, and other issues.
 - 1.2 Develop and present financing and repayment options for the Town Staff and Town Commission for consideration.
 - 1.3 Receive and incorporate Town input for plan refinement.

2. Retain the services of Raftelis Financial Consultants, Inc. (Raftelis) as our financial consultant to provide assistance with the CFP requirements. Raftelis will assemble and evaluate the financial information required, as provided by the Town, and incorporate it into a CFP documenting the Town's ability to repay the loan. The CFP will evaluate the Rate Structure options for Town Commission consideration to repay the SRF Loan. (See attached proposal from Raftelis.
3. Based on Town input, complete a project Facility Plan in compliance with the attached FDEP checklist, including maps, cost opinions, 20-year O&M estimates, etc.
4. Meet with Town Staff and Commission to review the Loan Package and CFP.
5. Develop attachments or exhibits as required.
6. Submit the loan application package to the FDEP.
7. Respond to Requests for Additional Information from FDEP.
8. Provide other assistance as required for preparing and submitting grant application packages in coordination with the SRF loan application. .

C. Project Deliverables:

Assist and develop SRF Loan Application documents, including a Wastewater Facility Plan, an updated project phasing plan, and submit the application to the FDEP.

Fee and Rates:

Mock•Roos will complete the Scope of Services on an hourly basis at Mock•Roos' hourly rates, plus reimbursable expenses for the estimated amount of **\$175,590**. See Exhibit A for an estimate of fees.

This CSA No. 121 is acceptable, and Mock•Roos has authorization to proceed with the Scope of Services. This authorization becomes valid upon Mock•Roos receiving one complete copy of this form with an original signature below.

MOCK•ROOS

Signed:  _____

Name: Thomas A. Biggs, P.E.

Title: Executive Vice President

Date: February 25, 2026

TOWN OF MANALAPAN

Signed: _____

Name: Eric Marmer

Title: Town Manager

Date: _____

The proposal is acceptable and Mock•Roos is authorized to proceed with the Scope of Services described above.

Town of Manalapan

CSA NO.121 - State Revolving Fund - Clean Water Loan Application Assistance

Task Description		Labor Classification					Subtotal
		Corporate Officer	Senior Project Manager	Project Engineer	Project Coordinator	Subconsultant (Raftelis)	
Labor Hourly Billing Rate		\$285.00	\$265.00	\$175.00	\$95.00		
Task 1	Total Hours	130	150	110	82		
1	Assist Town with developing a financing strategy	40	20	0	10	\$ 10,000	\$27,650
2	Business Plan: Coordination with Raftelis and the Town	20	30	10	10	\$ 61,750	\$78,100
3	Complete Project Facility Plan	20	40	20	20		\$21,700
4	Review Loan Package & Business Plan with Town Staff	10	20	10	4		\$10,280
5	Develop required attachments/exhibits	10	10	30	4		\$11,130
6	Submit Loan Application to FDEP	4	4		8		\$2,960
7	Respond to FDEP Requests for Additional Information	16	16		6		\$9,370
8	Provide additional assistance as required	10	10	40	20		\$14,400
Totals		\$37,050	\$39,750	\$19,250	\$7,790	\$ 71,750	\$175,590
						Mock•Roos Fee	\$103,840
						Subconsultant Fee	\$71,750
						Project Total	\$175,590



January 27, 2026

Mr. Thomas A. Biggs, P.E.
Executive Vice President
Mock, Roos & Associates, Inc.
5720 Corporate Way
West Palm Beach, FL 33407

Subject: **Proposal to Provide Utility Subconsulting Services – Town of Manalapan**

Dear Tom:

Raftelis Financial Consultants, Inc. (“Raftelis”) is pleased to submit this proposal to provide utility consulting services (the “Proposal”) as a subconsultant to Mock, Roos & Associates, Inc. (“MRA”) on behalf of Town of Manalapan, Florida (the “Town”) with respect to providing financial services to develop a financial forecast and corresponding capital financing plan for the septic-to-sewer program (the “Program”). Based on discussions with MRA, the focus of our services will be to develop a financial forecast of the operations of the Town’s water and wastewater system, adjusted to reflect the addition of incremental wastewater customers associated with the implementation of the Program, assist MRA in preparing the **Capital Finance Plan** (the “Plan”) (reference Appendix A) forecast and documentation to be submitted to the Florida Department of Environmental Protection (“FDEP”) to secure a clean water loan through the State Revolving Fund (“SRF”) program (the “Project”).

With respect to the performance of Project, Raftelis will rely on the Town and MRA to provide or evaluate the capital improvement needs of the System or any changes to the cost of operations that may occur as a result of the implementation of the capital improvements, increased regulations, or other factors. Such reliance, if any, is separate and apart from this Proposal to provide utility financial consulting services.

Based on our discussions with the Town and MRA, as well as our understanding of the Project, Raftelis proposes the following:

PROJECT TEAM AND BILLING RATES

With respect to the execution of this engagement, Mr. Robert Ori will be technical resource for the project who will assist Mr. Mark Tuma as the Project Director and Mr. Matthew Ori who will serve as the project manager. Other financial analysts and administrative personnel for the firm may be utilized during the engagement as needed. The services covered by this Proposal shall be provided based on the direct labor and indirect cost rates presented in Attachment A, which is made a part of this Proposal.

SCOPE OF SERVICES

The scope of services to be performed by Raftelis is included in Attachment B, which is made a part of this Proposal.

COMPENSATION AND BILLING

Based on the scope of services as summarized in Attachment B, we propose to establish a contract budget to perform the Project on behalf of the Town in the amount of \$71,750. This contract budget amount includes the direct cost of personnel anticipated to be assigned to conduct the various tasks of the Project by Raftelis as well as an allowance for other direct costs such as travel, telephone, delivery charges, and subconsulting expenses, if any. This cost estimate does not include any costs for the Project that may be attributable to the services to be provided by MRA or any other consultants that may be required to assist the Town with its utility evaluations. Except as discussed above regarding the possible involvement by MRA or other consultants that are considered outside of this Proposal, it is not anticipated that any subconsultants will be required to assist Raftelis in the completion of our component of the Project. To the extent that Raftelis determines that a portion of the Project would need to be performed by a subconsultant, Raftelis would notify MRA and the Town in writing for approval prior to the assignment of any Project responsibilities to such subconsultant by Raftelis.

The costs incurred by Raftelis for such other direct costs, if any, will be billed based on the actual cost. It is proposed that Raftelis would bill monthly for services relative to this engagement based on the sum of: i) the hourly amount of time spent by the Project team members; and ii) the other direct costs incurred to provide the financial consulting services; and iii) the subconsulting expenses incurred by Raftelis, if any, as required to assist in Project completion, as adjusted for administrative costs per Attachment A.

It should be noted that the proposed contract budget will be billed on an hourly basis predicated on the actual work effort performed by Raftelis and not on a lump-sum basis. To the extent that the Project was completed at a cost less than the contract budget, Raftelis would not invoice for any amounts remaining (unbilled) on such contract except for the provision of any additional services which the Town may request from Raftelis, as mutually agreed between all the parties.

PROJECT SCHEDULE

Upon notification to proceed by the Town to MRA, and receipt of the capital cost information regarding the septic-to-sewer program, Raftelis plans to complete the financial forecast and revenue sufficiency evaluation necessary to develop the Plan documentation and provide a PowerPoint presentation presented to the Town Commission within 90 days for presentation to the Town. Upon acceptance of the financial forecast and revenue sufficiency analysis by the Town Commission, Raftelis plans to complete the Plan documentation for inclusion in any applications to the FDEP in support of securing a SRF loan within thirty (30) days. The completion of the analysis would be subject to the availability of information provided to Raftelis from the Town and MRA that would be necessary to perform our evaluations.

Mr. Thomas A. Biggs, P.E.
Mock, Roos & Associates, Inc.
January 27, 2026
Page 3

FINANCIAL ADVISOR DISCLOSURE

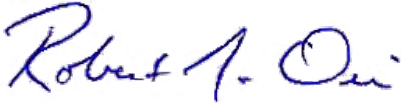
Please reference Attachment C regarding disclosure and notice of Raftelis as a Municipal Advisor under the Dodd-Frank Act and the existence of any conflicts of interest, which is made a part of this Proposal.

We appreciate the opportunity to submit this Proposal to MRA to provide utility consulting services on behalf of the Town and its utility system. If this Proposal is acceptable to both the Town and MRA, please provide the authorization documentation to allow Raftelis to proceed. Once we have a notice to proceed between the two firms, which would recognize acceptance by the Town of our Proposal, Raftelis will begin work on the Project.

As always, we thank you for your consideration of Raftelis and we look forward to working with both the Town and Mock, Roos, & Associates, Inc. in the near future on the Project.

Very truly yours,

RAFTELIS FINANCIAL CONSULTANTS INC.



Robert J. Ori
Senior Principal

RJO/dlc
Attachments

ATTACHMENT A

**MOCK, ROOS & ASSOCIATES, INC. – TOWN OF MANALAPAN
UTILITY SUBCONSULTING SERVICES**

**UTILITY FINANCIAL SERVICES – PREPARATION OF FINANCIAL FORECAST
AND CAPITAL FINANCE PLAN (SEPTIC-TO-SEWER PROGRAM)**

**SCHEDULE OF DIRECT LABOR HOURLY RATES –
RAFTELIS FINANCIAL CONSULTANTS, INC.**

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates
Senior Vice President	\$400.00
Senior Principal / Vice President	\$375.00
Associate	\$350.00
Managing Consultant	\$325.00
Principal Consultant	\$300.00
Supervising Consultant	\$275.00
Senior Consultant	\$250.00
Rate Consultant	\$225.00
Consultant	\$200.00
Senior Rate Analyst	\$175.00
Rate Analyst	\$150.00
Analyst	\$125.00
Assistant Analyst	\$110.00
Clerical and Administration	\$100.00

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-house)	\$0.05 per Page
Reproduction (Color) (In-house)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging / Other Travel Costs	Actual Cost
Meals	Not-to-exceed per Raftelis Employee: \$8.00 – Breakfast \$12.00 – Lunch \$25.00 – Dinner
Subconsultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

ATTACHMENT B

MOCK, ROOS & ASSOCIATES, INC. – TOWN OF MANALAPAN UTILITY SUBCONSULTING SERVICES

UTILITY FINANCIAL SERVICES – PREPARATION OF FINANCIAL FORECAST AND CAPITAL FINANCE PLAN (SEPTIC-TO-SEWER PROGRAM)

SCOPE OF SERVICES

The following represents the Scope of Services to be performed by Raftelis Financial Consultants, Inc. (“Raftelis”) on behalf of the Town of Manalapan, Florida (the “Town”) with respect to providing utility rate and financial services, including i) the preparation of up to a financial forecast of the Town’s utility system to identify revenues, expenditures, capital plan funding sources, and the ability of utility revenues to fund the expenditure and funding requirements of the Utility and ii) preparing documentation in support of the development of a **Capital Finance Plan** for the Town’s septic-to-sewer (“STS”) program.

The following is the tasks anticipated to be performed on behalf of the Village associated with the performance of the Project (the “scope of services”) is summarized below.

Task 1 – Data Acquisition and Review: Raftelis will prepare a data request to compile updated statistical and financial information from the Town as considered necessary for the preparation of the **Capital Finance Plan** documentation in support of the SRF Loan application process. Data that will be requested includes: i) year-to-date actual financial data and supporting documentation for the Fiscal Year 2026 proposed budgets; ii) recent or updated customer statistics and finished water produced / purchased wastewater treated statistics; iii) updated borrowing rates for the SRF Loan program; iv) capital improvement plan that will be recognized in the financial forecast, including amounts to be funded from the SRF Loan Program for the STS program; v) current and forecasted debt / loan repayment schedules and supporting documentation associated with each debt issue; and vi) other information as deemed necessary by Raftelis to adequately complete the Clean Water FDEP loan application. Raftelis has assumed attendance of three (3) virtual (off-site) meetings with Town staff and MRA in support of the data compilation activities, including the review of customer billing and financial information referenced in Task 2 and to discuss issues with Town staff as it relates to the Project.

Task 2 – Development of Billing Frequency Analysis: Raftelis will develop a bill frequency analysis based on detailed customer statistical information provided by the Town as part of the Task 1 activities to determine billed water flows by meter size and customer class. An example of the summary analysis prepared by Raftelis in a prior study (was not provided electronically) is shown on Appendix B attached to this Proposal. This information is required such that i) a rate revenue model can be developed consistent with service area demands; ii) identify potential water sales that would be billed for wastewater service. The scope assumes that this information will be provided by the Town in an excel format to reduce project budget in developing the billing frequency by hand. If this information is provided in a “hard copy” format only, then additional services will apply.

Task 3 – Development of Financial Projection Updates and Model Development: Raftelis will prepare an update and roll-over of the customer and financial operating projections (financial model) originally prepared in support of the 2024 Revenue Sufficiency and Rate Study (2024 Study) to update the financial model for more recent data, including the start-year being the Fiscal Year 2026 . Raftelis will prepare updated six-year projection (“Forecast Period”) of the revenue requirements / funding needs of the utility system in sufficient detail to support the filing requirements for the Clean Water FDEP loan application. The net effect of this task is to develop target expenditure requirements sufficient to meet the rate covenants requirements as outlined by the FDEP as a prerequisite of the approval of the SRF loan. Raftelis will attend three (3) virtual (off-site) meetings with Town staff and MRA to review the financial forecast assumptions and results including the identification of any adjustments necessary for the preparation of the **Capital Finance Plan**. Activities, including financial model development, will include:

- Develop customer forecast by utility system, customer class and meter size and identify water use per consumption block and type of service (water and wastewater or water-only). Based on historical trends and discussions with MRA, prepare a forecast of the customers and sales.
- Prepare forecast of rate revenues from existing rates and policies under current conditions (i.e., no new wastewater customers being placed into service) in order to determine a base case forecast.
- Evaluate operating expenses forecast, including an evaluation of cost trends and development of escalation factor to be applied on a line-item cost basis.
- Prepare forecast of finished water production requirements based on water sales forecast and allowances for Non-revenue water based on historical trends and discussions with MRA.
- Prepare forecast of purchased wastewater treatment flow requirements delivered to Lake Worth Beach Subregional Wastewater System (“LWBSWS”) based on historical trends in wastewater delivered as invoiced by LWBSWS, and assumptions regarding inflow and infiltration into the wastewater system.
- Work with MRA to develop the capital improvement plan (“CIP”) for each year of the Forecast Period and identify a financial funding plan, including the use of clean water loans administered by the FDEP.
- Evaluate the liquidity (cash) position by fund, including inflows and outflows, and the estimated investment income to be earned on fund balances.
- Identify estimated preliminary annual debt / loan repayment requirements to be assumed to be funded from annual rate revenues and other sources.
- Identify the sufficiency of rates to meet the projected expenditure and funding requirements of the System for each year of the Forecast Period.
- Prepare a Management Dashboard to present the projected operating results, rate covenant compliance, and the estimated fiscal position of the System for consideration by the Town Commission.

Task 4 – Cost Apportionment and Cost Recovery Analysis: Working with MRA, Raftelis will identify the per ERC cost to extend wastewater service to the properties located within the STS program, recognizing both residential and commercial service. Raftelis will develop a preliminary cost allocation or apportionment analysis to each parcel to identify customer impacts and develop a plan to fund the project. It is contemplated that two cost recovery options will be considered—i) user rates; and ii) non-ad valorem special assessments billed pursuant to Florida Statutes, Chapter 197. Raftelis will attend one (1) virtual meeting to discuss results and strategies with the Town and MRA regarding the recovery of the capital costs associated with the STS program.

Raftelis will attend one on-site meeting with MRA before the Town Commission to discuss the financial forecast, the septic-to-sewer projects (including costs), the capital recovery options (rates or assessments), and initial financial projections to determine the capital funding plan and rate options.

Task 5 – Update Water Rates: Based on the results of the financial forecast and revenue sufficiency analysis, Raftelis will develop updated water rates based on the uniform application of the percentage water rate adjustment to the existing water rates for service.

Task 6 – Update Wastewater Rates: Based on the results of the bill frequency analysis, the financial forecast and revenue sufficiency analysis, and the Town’s cost recovery objectives as it relates to the recovery of costs associated with the STS program, Raftelis will develop updated wastewater rates to fully recover the cost of providing service. Raftelis will attend one (1) virtual meeting to discuss results of the proposed water and wastewater rates to the Town staff.

Task 7 – Prepare Rate Comparison: In support of the review of the proposed rates, Raftelis will prepare a comparison of the Town’s current and proposed rates (for the Test Year 2027) and a comparison of such rates with other utilities in the Southeast Florida region.

Task 8 – Present Cost Apportionment and Rate Analysis: Raftelis will attend (1) on-site meeting with Town staff to present the financial model results (task 4) and proposed water and wastewater rates (tasks 5, 6 and 7) to the Town Commission at a public meeting to identify the plan of action and in support of the development of the Clean Water **Capital Finance Plan** as required by the FDEP.

Task 9 – Preparation of SRF Clean Water **Capital Finance Plan** Application Documents: Raftelis will prepare the necessary documentation as required by the FDEP in support of developing the SRF **Capital Finance Plan** for the Clean Water Loan Application being managed by MRA (reference Appendix A for the forms to be completed by Raftelis). Information to be prepared for inclusion in the **Capital Finance Plan** will include: i) recent historical operating results for the utility system; ii) disclosure of existing and proposed indebtedness where utility revenues are the pledged repayment source; iii) preparation of an anticipated 6-year financial projections (forecast during construction and two full fiscal years after the year of completion of project) which will be based primarily on the financial forecast prepared in prior tasks updated for any changes in assumptions or project requirements; and iv) other information. Raftelis will not be preparing a rate evaluation report but will prepare a presentation in support of the adoption of the Capital Plan, including the rates for service.

Task 10 – Attendance of Public Hearing: Raftelis will attend one (1) public hearing to present the results of i) the proposed water and wastewater rates and ii) the Clean Water **Capital Finance Plan** to the Town Commission for adoption of the rate and financing plan. In support of the presentation, Raftelis will prepare a briefing document (PowerPoint® presentation) to summarize the results of the rate analysis and Clean Water **Capital Finance Plan** and financial forecast results for presentation to the Town Commission. This task recognizes the attendance of one (1) virtual off-site meeting with the Town staff to review the presentation documents in support of adoption of the **Capital Finance Plan**.

Meetings: For the purposes of this component of the scope of services, the proposed budget includes two (2) on-site meetings with the Town to i) present the proposed financial forecast and revenue sufficiency analysis and the cost recovery options; and ii) present the Clean Water **Capital Finance Plan** to the Town Commission. This component of the scope of services also recognizes the attendance of ten (10) virtual meetings to review compiled information as prepared and provided by the Town, MRA and/or other consultants that comprise the Town’s consulting team (e.g., financial advisor, legal and special counsel, etc.), the analytical activities and results prepared by Raftelis and project management activities including the presentation to the Town of the overall progress for the project and to discuss issues that may arise relative to the Project. For the purposes of determining the contract budget: i) an allowance of eight (8) hours per on-site meeting, which would include preparation, travel, and attendance; and ii) an allowance of one (1) hour per virtual off-site (teleconference) meeting for the identified Raftelis project team members have been assumed as applicable. With regard to the virtual meetings and in the development of the contract budget for the performance of the Project, no travel time or other direct costs will be charged to the Town for the attendance of such meetings (off-site being referred to attending the meeting at our offices).

The on-site meetings identified in this scope of services include:

Description	Number of Meetings
On-site meetings:	
Attendance of Public Workshop Before the Town Commission – Present financial forecast, septic-to-sewer program and recovery options, and obtain guidance	1
Attendance of Public Hearing Before the Town Commission – Review financial forecast and cost apportionment / recovery	1
Attendance of Public Hearing Before the Town Commission – Present Capital Finance Plan	<u>1</u>
Total Number of On-site Meetings	<u>3</u>
Virtual meetings:	
Total Number of Off-site (Virtual) Meetings	<u>10</u>

The attendance of any additional on-site or virtual (off-site) meetings may be considered as an additional service.

PROJECT SCHEDULE

Upon notification to proceed by the Village to MRA, Raftelis will perform the financial evaluations and prepare the financial element of the Drinking Water Business Plan and the Clean Water **Capital Finance Plan** within 120 days after the engineering component of the application is completed for consideration by the Town. The completion of the analysis will be subject to the availability of information provided to Raftelis from the Town and MRA that would be necessary to perform our evaluation and complete the respective plan applications.

ADDITIONAL SERVICES

During the course of the study, the Town may request additional services relative to this scope of services from Raftelis. Such services will not be conducted until authorized by the Town and MRA as mutually agreed between MRA, the Town, and Raftelis. All invoices for additional services will be billed to MRA on behalf of the Town based on the hourly rate schedule of the Raftelis members as identified in this proposal on Attachment A or some other basis as mutually agreed between the Town and Raftelis. Although no additional services are anticipated for this engagement, examples of additional services may include the following:

1. Attendance of additional on-site and off-site (virtual) meetings with MRA and Town staff and/or third parties or public hearings or one-on-one meetings with the Town Commission above the amount identified in the scope of services.
2. Development of a bill frequency analysis due to data provided in a non-usable electronic (e.g., Excel) format or in an inaccurate format.
3. Performance of a detailed cost-of-service analysis in the establishment of water and wastewater rates.
4. Providing assistance in the implementation of the project, including the development of a financial feasibility report or developing assessment and cost recovery programs / resolutions in support of financing the sewer extension program.
5. Development of detailed connection and service policies and customer public information / notification service programs associated with the implementation of the sewer extension program.
6. Providing assistance in the development of any grant applications or securing grants.
7. The development of any rate studies or fees associated with providing service, including the development of impact fees.
8. Delays in the project schedule at no fault of Raftelis that may have impacts on analyses performed, which would affect the budget for the scope of services reflected herein.
9. The performance of updates / modifications to the financial analysis and report after substantial completion of the study or delays in the evaluation of the wastewater extension program that results in additional analyses and report preparation above what is contemplated in this scope of services.

To the extent additional services are performed by Raftelis for this project but the total cost of the study, including the additional services, does not exceed the Town's budgeted cost of the Project, no additional services will be billed by Raftelis in excess of the project budget.

(Remainder of page intentionally left blank)

ATTACHMENT C

MOCK, ROOS & ASSOCIATES, INC. – TOWN OF MANALAPAN UTILITY SUBCONSULTING SERVICES

UTILITY FINANCIAL SERVICES – PREPARATION OF FINANCIAL FORECAST AND CAPITAL FINANCE PLAN (SEPTIC-TO-SEWER PROGRAM)

FINANCIAL ADVISOR – DISCLOSURE

As a registered Municipal Advisor under the Dodd-Frank Act, Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing “advice” as that term is defined in the Dodd-Frank Act. As of the date of this engagement letter, no conflicts of interest are known to exist.

Under the Dodd-Frank Act the definition of “advice” includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. This type of information may be integrated into the capital and financial planning components of a rate model update. This definition is applicable regardless of whether this information is developed and used solely for planning and decision-making purposes. For the services addressed in the scope of work identified for this engagement, any information that is developed by Raftelis that falls under this definition of municipal advice is not intended to represent a recommendation that the Town should issue debt based on the terms and assumptions used to develop the financial plan or forecast, or that the Town will, in fact, be able to issue debt under the exact terms and conditions assumed and used to develop the financial plan or forecast. The information developed as part of the financial analysis being performed in support of a wastewater extension program, including any related municipal advice, is intended only to provide information useful in the preparation of a loan application with the FDEP associated with their administration of the low-interest state revolving loan program and the utility rate adjustments to repay the annual loan payments which has been determined by the Town as basis of finance for the infrastructure improvements. If the Town decides at some future date to modify its financing strategies and issue other forms of indebtedness, then at that time the Town will need to engage an independent, registered Financial Advisor to assist in evaluating the availability of different types of debt, and the specific terms and conditions for issuing debt, which will be affected by market conditions and the Town’s credit rating at the time of issuance. At that time, as a registered Municipal Advisor, RFC can also provide additional assistance related to a specific bond or debt issue, such as preparing a bond feasibility report or financial forecast for inclusion in bond documents, without requiring additional oversight or supervision by the Financial Advisor.

By issuing a purchase order to MRA that includes the terms of this proposal, the Town is indicating its approval and acceptance of the of the proposed scope of work and fees and the Town is also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services to be provided by Raftelis as part of this engagement.

The Municipal Securities Rulemaking Board (“MSRB”) provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. To understand the protections provided and how to file a complaint with an appropriate regulatory authority, visit the MSRB web site at www.msrb.org.

APPENDIX 1

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION – CAPITAL FINANCING PLAN DOCUMENTATION

ATTACHMENT C

Mock, Roos & Associates, Inc. - for Subconsulting Services to be Provided to Town of Manalapan, Florida

Project Contract Cost Estimate - Utility Financial Services - Preparation of Financial Forecast and Capital Finance Plan (Septic-to-Sewer Project)

Line No.	Task Ref.	Senior Principal	Supervising Consultant	Rate Consultant	Rate Analyst	Clerical and Administration	Totals
1	Direct Labor Rates - Attachment A of Proposal	\$ 375.00	\$ 275.00	\$ 225.00	\$ 150.00	\$ 100.00	
	Fiscal Year 2026 Revenue Sufficiency Study and SRF Capital Finance Plan [1]						
2	Kickoff and Data Acquisition/Compilation Review	1	2	4	-	1	8
3	Development of Billing Frequency Analysis	2	2	8	24	-	35
4	Development of Financial Project Updates and Model Development	3	4	80	10	-	96
5	Cost Apportionment and Cost Recovery Analysis	4	3	8	-	-	13
6	Update Water Rates	5	2	4	-	-	7
7	Update Wastewater Rates	6	2	8	-	-	12
8	Prepare Rate Comparison	7	-	2	6	-	8
9	Present Cost Apportionment and Rate Analysis (presentation materials)	8	2	4	-	1	7
10	Preparation of SRF Clean Water Capital Finance Plan Application Documents	9	2	24	-	-	27
11	Attendance of Public Hearing (presentation materials)	10	2	4	-	2	10
12	Presentation of Study Results and Findings - Town Staff and Town Commission		-	-	-	-	-
13	Attendance of On-site Meetings (presentations to Town Commission	11	16	24	-	-	40
14	Off-site Virtual Meetings - Assumption / Financial Model and Progress Review	All	5	10	10	5	30
15	Project Management and Administration	All	-	3	-	3	6
16	Total Hours	33	58	156	45	7	299
17	Direct Labor Cost	\$ 12,375	\$ 15,950	\$ 35,100	\$ 6,750	\$ 700	\$ 70,875
18	Average Hourly Rate						\$ 237.04
	Other Direct Costs						
19	Mileage @ \$0.70 per Mile - 380 Miles Roundtrip + Tolls at \$15; 3 Trips						\$ 843
20	Other (e.g., Telephone, Other Miscellaneous Travel Costs, Delivery Charges, Copying)						-
21	Miscellaneous Allowance and Fee Rounding						32
22	Total Other Direct Costs						\$ 875
23	Total Estimated Project Cost						\$ 71,750

[1] Reference Attachment B - Scope of Services for description of the tasks to be performed by Raftelis.

**TOWN OF MANALAPAN
AGENDA ITEM SUMMARY**

Meeting Date: March 10th, 2026

Agenda Item No.: TOWN COMMISSION MINI WORKSHOP

Agenda Item Name: LA COQUILLE CLUB PUD WORKSHOP – Town Attorney Davis

BACKGROUND:

The Town Attorney will give an overview of the Hotel PUD, the La Coquille Club By-laws and the operating policies for the La Coquille Club.

ATTACHMENTS:

- Memo from Davis, Barnard & Brandenburg, P.A. Municipal Law Group



KEITH W. DAVIS, ESQ.

Florida Bar Board Certified Attorney in
City, County and Local Government Law

E-mail: keith@davislawteam.com

MEMORANDUM

TO: Town Manager Marmar
FROM: Town Attorney Davis
DATE: February 17, 2026
RE: Amended and Restated Ritz-Carlton PUD Agreement - UPDATED

In 2017, I was directed by the Town Commission to review the above referenced document as well as associated exhibits thereto, and amendments and subsequent development approvals that had been granted based on same. The result was a succinct written explanation of the essence of these documents, as well as the rights and responsibilities of the various entities associated with them. That work was completed nine (9) years ago and since then, there have been a couple additional amendments which require an update to the 2017 work. This updated memorandum is the result:

PUD Agreement

In 2007, The Town Commission approved the current Amended and Restated Ritz-Carlton PUD (Planned Unit Development) Agreement; which was also approved by the Owners of the then Ritz-Carlton Resort (comprised of the property located at 100 South Ocean Boulevard along with the tennis courts across the street and off-street parking located in Lantana), those Owners being a conglomerate of California Partnerships.

On Page 2, the parties recognize and acknowledge that for the previous 15 years, the Ritz-Carlton Resort had been operated as a “first-class destination resort hotel with integrated private club uses and amenities” and that the continued operation of the Ritz-Carlton Resort would be subject to this PUD Agreement.

Beginning on Page 5, the parties recognize that the PUD Agreement provides for the “La Coquille Club.” It is specifically acknowledged that the La Coquille Club is to be operated pursuant to its By-Laws, which include rules and regulations governing the operation of the La Coquille Club. This paragraph also specifies that the La Coquille Club is intended to be operated as a “first-class social club for the residents of the Town.”

On Page 6, importantly, this paragraph continues by explaining that **inclusion of the La Coquille Club in the Ritz-Carlton Resort is a necessary element for the PUD to serve the public interest and be in conformance with Town Code regarding the purpose and intent of a PUD.** This paragraph goes on to state that **the La Coquille Club shall continue to be provided in a manner acceptable to the Town Commission, and shall be paid for by the Owners (of the then Ritz-Carlton Resort) for so long as the PUD remains in effect.** There is additional language in this paragraph that specifies that **any revision to the La Coquille Club By-Laws requires Town Commission approval.**

Of equal importance on Page 6, in the same paragraph, is the following statement: **“Failure of the Owners (of the then Ritz-Carlton Resort) to operate the (La Coquille) Club in accordance with this paragraph and all other applicable documents may result in a revocation of this PUD Agreement** pursuant to paragraph 8 hereinbelow.”

Paragraph 8, located on Page 9, requires the Town provide written notice and opportunity to cure any alleged “material default” in the performance of any requirement of the PUD Agreement, prior to commencing public hearings for possible termination of the PUD Agreement. In addition, on Page 10, the PUD Agreement requires the Owners to reimburse the Town for all costs incurred in having to enforce the PUD Agreement terms.

The PUD Agreement has been amended three times since 2007:

- In 2009, an amendment revising the number of hotel guest rooms and associated parking calculations was approved by the Town Commission.
- In 2013, an amendment changing the name of the PUD to the “100 South Ocean Boulevard PUD Agreement”, and adding certain hotel standards was approved by the Town Commission. This was in conjunction with the re-branding of the resort from the Ritz-Carlton to the Eau.
- **In 2024/2025, an amendment once again changing the name of the PUD to “MPB Property, LLC PUD Agreement”, and to approve minor site modifications to the pool area, was approved by the Town Commission.¹**

None of these three amendments alter any of the above discussed elements of the PUD Agreement.

Town Commission Authority over the PUD Agreement

- Authority to require the La Coquille Club to be provided, operated and maintained as a first-class social club for the residents of the Town, pursuant to the By-Laws and the rules and regulations governing the operation of the La Coquille Club.
- Authority to require the Owners to pay for the La Coquille Club.
- Authority, after the provision to the Owners of notice and opportunity to cure any “material default” in the performance of any requirement of the PUD Agreement, to hold public hearings to revoke and terminate the PUD Agreement.

¹ This is the first substantive revision to the PUD since 2013, and the first substantive edit to the 2017 Memorandum.

La Coquille Club By-Laws

The La Coquille Club By-Laws were approved by the Town Commission in 2007 in conjunction with the approval of the Amended and Restated PUD Agreement. On Page 1, the By-Laws describe the Club as a “first-Class social and recreational club with a club room of not less than 1300 square feet and a contiguous terrace of not less than 600 square feet.” The description goes on to describe meal service, as well as seasonal operation of the Club.

The By-Laws provide for three (3) different membership classes, as well as the rights and benefits enjoyed by each class. Additionally, the By-Laws provide for an application process, the payment of fees and dues as applicable, meetings of the members, membership termination, and member guests.

On Page 7, the By-Laws provide that the Board of Directors is vested in every respect with the management and operation of the Club. Under this broad umbrella is included the following Board responsibilities:

- The hiring of a Club Manager (whose compensation is to be set by the Board) who is responsible for overseeing Club operations.
- Adoption, promulgation and enforcement of Club rules and regulations.
- Approval of an annual Club Budget. The Treasurer or Club Manager is charged with preparing and submitting the proposed budget to the Board annually. An Annual Meeting is required, at which meeting the Budget is to be approved by the Board. The Budget is to include expected revenue and expenses for the upcoming season; specific line items are specified in an attachment to the By-Laws. The By-Laws state that the Owners will pay for the Club’s “reasonable expenses” above and beyond whatever revenue the Club itself generates, even if the Club generates Zero Dollars (\$0.00) in revenue. Note that that this language also requires the Owners to deposit sufficient funds into “the Club operating account” to ensure the Club’s existence “at the level provided for herein” within 30 days of the adoption of the Budget by the Board.

The By-Laws go on to provide for Shareholders (Class I and Class II). Class I Shareholders are the Owners. As noted on Page 16, they have the sole right to propose amendments to the By-Laws for final approval by the Town Commission. Class II Shareholders are the other members of the Club. The By-Laws specify the rights of each class of Shareholder.

The By-Laws provide for various meetings. An annual meeting of the Class I shareholders must be held no later than five (5) months following the end of the Club’s fiscal year (December 31 of each year). Likewise, an annual meeting of the Class II shareholders must be held no later than five (5) months following the end of the Club’s fiscal year (December 31 of each year). The Annual Meeting of the Board, at which meeting the Budget is to be adopted, must be held “promptly” following the annual meeting of the Class I Shareholders.

The By-Laws provide for a Board of Directors. Beginning on Page 11, the Board of Directors membership is provided, as well as the term for all Directors and their authority and responsibilities which include:

- Managing the affairs and business of the Club.
- Setting fees and dues.
- Making and enforcing Club rules and regulations for members.
- Being the final authority over construction and interpretation of the Club rules and regulations.
- Controlling and regulating use of Club and hotel facilities by Club members and their guests.

Currently, the Board of Directors has 13 members, comprised of nine (9) Class I Shareholder appointees, four (4) Class II Shareholder appointees, three of whom shall be Town residents, and one that may be a Non-Manalapan Member and the hotel general manager who serves as an adjunct director with no vote.

Finally, the By-Laws provide for Officers of the Board of Directors. These include a Chairman (who is selected by the Class I Shareholders); a President, Vice President, Secretary and Treasurer (who are selected by the Class II Shareholders). **Officers on the Board of Directors may be either Manalapan Members or Non-Manalapan Members.**²

On Page 15, of particular importance, are the duties of the Treasurer, who is charged with the following:

- Being the financial officer of the Club.
- Having charge and custody of all Club funds, and being responsible for making all deposits of Club funds into the appropriate bank account(s) (as selected by the Board).
- Receiving and giving receipts as appropriate.
- Rendering an accounting of all transactions to the Board upon request.
- As explained above, preparing and presenting the annual Club Budget to the Board at its Annual Meeting.
- Signing checks, etc. on behalf of the Club (this responsibility is shared between the Treasurer, the President and the Chairman).

The By-Laws have been amended three times since 2007:

- In 2013, an amendment that allowed for additional “Non-Manalapan” members to be admitted into the Club, under certain circumstances, was approved by the Town Commission.
- In 2014, an amendment that revised the composition of the Board of Directors to the structure described above, and that revised quorum requirements and addressed vacancies on the Board was approved by the Town Commission.
- **In 2021 an amendment that increased the maximum number of Non-Manalapan Members in the Club from 66 to 75 under certain circumstances,**

² This sentence is added into the Memorandum update; the eligibility requirements to serve as a Board officer have not changed, but this was not included in the 2017 Memorandum, and therefore is not considered to be a substantive edit to the 2017 Memorandum.

and that changed the fee structure for Lessee Members was approved by the Town Commission.³

Town Commission Authority over the Club By-Laws

- Authority to approve any revision to the La Coquille Club By-Laws, proposed by the Class I Shareholders.
- To the extent the Town Commission believes that the Club By-Laws are being violated by the Board of Directors, the Club Manager, or otherwise, and such violation rises to a “material default” in the requirements of the By-Laws and therefore the PUD Agreement, the Town Commission has the authority, after the provision to the Owners of notice and opportunity to cure, to hold public hearings to revoke and terminate the PUD Agreement. (See Page 6 of the PUD Agreement).

La Coquille Club Rules, Regulations and Amenities

The Board of Directors has established rules, regulations and amenities as of 2007, as follows:

- Use of golf course(s).
- Use of Tennis facilities.
- Food and Beverage Service.
- Proper Attire.
- Use of Pool and Beach areas.
- Use of the Fitness Center/Spa.
- General Rules. Of importance under the General Rules is a provision regarding payment of accounts, use of charge cards by members and guests, and payment of monthly bills by members. I know this was an issue a year or two ago. I do not know if this rule was amended by the Board of Directors or not.
- These rules and regulations are subject to amendment by the Board of Directors, at the Board’s sole discretion, with no advance notice (notice is required, per the By-Laws, for any Board of Directors meeting).
- Also, as noted above, the By-Laws provide that the Board has final authority over construction and interpretation of the Club rules and regulations

Town Commission Authority over the Club Rules, Regulations and Amenities

- **None**, except to the extent that a rule or regulation, and the provision of amenities subject thereto, violates Club By-Laws or the PUD Agreement at the level of a “material default” in which case the Town Commission has the authority, after the provision to the Owners of notice and opportunity to cure, to hold public hearings to revoke and terminate the PUD Agreement. (See Page 6 of the PUD Agreement).

³ This is the second substantive revision to the By-Laws since 2014, and the second substantive edit to the 2017 Memorandum.