



## **TOWN COMMISSION MEETING**

**Tuesday May 12<sup>th</sup>, 2026**

**9:00 A.M.**



**PUBLIC NOTICE/AGENDA**  
**Tuesday May 12<sup>th</sup>, 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. LPA – LOCAL PLANNING AGENCY**
  - a. Consideration of Ordinance #401** - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE MANALAPAN CODE OF ORDINANCES AT CHAPTER 151. ZONING. TO PROVIDE FOR A REVISED AND AMENDED OFFICIAL ZONING MAP THAT COMBINES ZONING DISTRICT R1-F AND PORTIONS OF ZONING DISTRICT R3-A INTO ZONING DISTRICT R1-D, AND WHICH ELIMINATES METES AND BOUNDS DESCRIPTIONS FOR ALL ZONING DISTRICTS FROM THE CODE; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 151. ZONING. 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.
  - b. Consideration of Ordinance #402** - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE MANALAPAN CODE OF ORDINANCES AT CHAPTER 151. ZONING. CREATING AN ENTIRELY NEW DIVISION “BOATS, BOATHOUSES, DOCKS, BULKHEADS” UTILIZING RESERVED CODE SECTIONS 151.585 THROUGH 151.600; RELOCATING ALL EXISTING BOAT, DOCK, BOATHOUSE AND BULKHEAD ZONING REGULATIONS INTO THIS ONE NEW DIVISION; DIVIDING THE TOWN INTO 16 WATERWAY ZONES BASED ON CURRENT CODE REQUIREMENTS FOR DOCKS; REPEALING THE RELOCATED CODE PROVISIONS FROM EACH ZONING DISTRICT’S SET OF CODES; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 151. ZONING. 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.
  - c. Consideration of Ordinance #403** - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, ADOPTING A NEWLY REVISED AND AMENDED OFFICIAL ZONING MAP FOR THE TOWN OF MANALAPAN, FLORIDA, WHICH, IN CONJUNCTION WITH ORDINANCE 401 RE-ZONES ALL PROPERTY CURRENTLY DESIGNATED AS R1-F, AS WELL AS R3-A PROPERTIES LOCATED WEST OF LANDS END ROAD INTO THE DESIGNATION OF R1-D PROPERTY; IN ADDITION, ADOPTING AN ENTIRELY NEW MAP FOR THE NEWLY ADOPTED WATERWAY ZONES CODE WHICH, IN CONJUNCTION WITH ORDINANCE 402 WILL RELOCATE AND CONSOLIDATE ALL EXISTING TOWN DOCK, SEAWALL, AND RELATED REGULATIONS INTO A NEW, SINGLE, CONSOLIDATED ZONING CODE DIVISION IN ORDER TO BETTER ORGANIZE THESE EXISTING CODE PROVISIONS INTO ONE USER FRIENDLY PART OF THE ZONING CODE; PROVIDING THAT THE ZONING MAP OF THE TOWN OF MANALAPAN, FLORIDA, BE AMENDED TO REFLECT THE RE-ZONING OF ALL R1-F, AS WELL AS R3-A PROPERTIES

LOCATED WEST OF LANDS END ROAD INTO R1-D PROPERTY AND TO REFLECT THE NEW WATERWAY ZONES; PROVIDING A CONFLICTS CLAUSE AND A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.  
**ADJOURNMENT**

**5. APPROVAL OF THE AGENDA: AGENDA ADDITIONS, DELETIONS OR SUBSTITUTIONS**

**6. PUBLIC COMMENTS**

(3 MINUTES PER SPEAKER)

**7. PRESENTATIONS**

- a. Fire Rescue annual report presentation by Palm Beach County Fire Rescue Chief Kennedy
- b. Presentation by Kind Designs regarding Living Seawalls and Wave Attenuation Devices they produce

**8. CONSENT AGENDA:**

- a. Minutes April 14, 2026 Town Commission
- b. Police Department Report for April
- c. Police Chief's Discretionary Fund Committee Appointments
- d. Town Civil Service Board Appointments
- e. PFAS Litigation Attorney Agreement
- f. PBA Contract
- g. Updated Employee Handbook

**9. REGULAR AGENDA:**

**a. OLD BUSINESS:**

- i. **Holiday Decorations and Lighting discussion**

**b. NEW BUSINESS: \*Quasi-Judicial Hearing**

- i. \* **Special Exception-SE-26-01. Manalapan Plaza Del Mar LLC** seeks the Town Commission's approval for a special exception use to modify the existing suite number 226 interior for use as a dance studio school pursuant to Sections 151.453(D), Town Code. The subject property address is 250 South Ocean Boulevard.

**10. MAYOR'S COMMENTS, TOWN COMMISSION COMMENTS, TOWN MANAGER'S REPORT**

**11. PUBLIC HEARING:**

- a. **PH 1 - Ordinance #405 – AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA; AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 155. BEACHES AND WATERWAYS. SECTION 155.03. FISHING FROM BRIDGES PROHIBITED. BY RE-NAMING THIS SECTION TO READ "PROHIBITED FISHING ACTIVITIES"; AND BY PROHIBITING CERTAIN HAZARDOUS FISHING PRACTICES FOR THE BENEFIT OF THE PUBLIC WELFARE; PROVIDING THAT ALL OTHER SECTIONS AND SUBSECTIONS OF CHAPTER 155. BEACHES AND WATERWAYS. WILL 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)**

**12. 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:** May 12<sup>th</sup>, 2026

**Agenda Item No.:** LPA -a. Local Planning Agency

**Agenda Item Name:** **Ordinance #401**

**ACTION REQUESTED:** Discussion  Action

### **BACKGROUND:**

**Ordinance #401** - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE MANALAPAN CODE OF ORDINANCES AT CHAPTER 151. ZONING. TO PROVIDE FOR A REVISED AND AMENDED OFFICIAL ZONING MAP THAT COMBINES ZONING DISTRICT R1-F AND PORTIONS OF ZONING DISTRICT R3-A INTO ZONING DISTRICT R1-D, AND WHICH ELIMINATES METES AND BOUNDS DESCRIPTIONS FOR ALL ZONING DISTRICTS FROM THE CODE; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 151. ZONING. 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.

### **ATTACHMENT:**

- Ordinance #401

**ORDINANCE NO. 401**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE MANALAPAN CODE OF ORDINANCES AT CHAPTER 151. ZONING. TO PROVIDE FOR A REVISED AND AMENDED OFFICIAL ZONING MAP THAT COMBINES ZONING DISTRICT R1-F AND PORTIONS OF ZONING DISTRICT R3-A INTO ZONING DISTRICT R1-D, AND WHICH ELIMINATES METES AND BOUNDS DESCRIPTIONS FOR ALL ZONING DISTRICTS FROM THE CODE; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 151. ZONING. 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.**

**WHEREAS**, Town Staff has undertaken a comprehensive review of the Town's Zoning Code, including each zoning district; and

**WHEREAS**, the result of this comprehensive review is a recommendation to the Town Commission to combine Zoning District R1-F and the properties in Zoning District R3-A located west of Lands End Road into Zoning District R1-D in order to provide certain lots with greater development potential without creating any legal non-conformities, and at the same time simplifying the Town's zoning scheme by eliminating one zoning district (R1-F) and compressing another (R3-A); and

**WHEREAS**, the rezoning of all R1-F properties, and properties in Zoning District R3-A located west of Lands End Road to R1-D will not take away any vested rights held by those lot owners and to the contrary, will either leave those vested rights unchanged or will expand them; and

**WHEREAS**, for clarity and specificity, Lot 1300 located east of Land's End Road currently zoned R-C1 is not included in this rezoning exercise and will retain its R-C1 zoning designation. Only the portion of the lot identified with the address of 1300 which is physically located west of Lands End Road and which is currently zoned R3-A will be rezoned to R1-D; and

**WHEREAS**, Town staff further recommends removing metes and bounds descriptions of all zoning districts from this part of the Town Code, and replacing such descriptions with a reference to the Official Zoning Map for an accurate depiction of all

zoning districts; and

**WHEREAS**, upon the recommendation of Town zoning and administration staff, the Town Commission has determined that the rezoning and other amendments to the Town's zoning code contained in this ordinance are in the best interests of the citizens of the Town of Manalapan.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, THAT:**

**Section 1.** The foregoing recitals are hereby adopted as the legislative findings of the Town Commission and are hereby made a part of this ordinance as if they were fully stated in this section.

**Section 2.** The Code of Ordinances of the Town of Manalapan, Florida, is hereby amended at Chapter 151. Zoning, Sections 151.020 – 151.022, to provide for a revised and amended official zoning map which incorporates Zoning District R1-F as well as properties in Zoning District R3-A located west of Lands End Road into Zoning District R1-D; and to remove reference to Zoning District R1-F from the revised and amended map; and to delete metes and bounds descriptions of the boundaries of all zoning districts from the code; providing that Sections 151.020 – 151.022 shall hereafter read as follows:

## **ESTABLISHMENT AND DEFINITION OF ZONING DISTRICTS**

### **§ - 151.020 ESTABLISHMENT OF ZONING DISTRICTS.**

For the purpose of protecting, promoting and improving the public health, safety, morals and general welfare of the Town and its inhabitants, the Town is hereby divided into the following Zoning Districts:

- (A) *R1-A*. Residential, low density (single-family).
- (B) *R1-B*. Residential, low density (single-family).
- (C) *R1-C*. Residential, low density (single-family).
- (D) *R1-D*. Residential, low density (single-family).
- (E) *R1-E*. Residential, low density (single-family, recreational).

- (F) Reserved R1-F. Residential, low density (single-family).
- (G) R2-A. Residential, medium density (single-family, Townhouses, and municipal buildings and facilities).
- (H) R3-A. Residential, medium density (single-family, two-family or Townhouses).
- (I) R3-B. Residential, medium density (single-family, two-family, Townhouses, multi-family).
- (J) R-C1. Residential-commercial (limited) (medium density; low intensity of use).
- (K) R-C2. Residential (limited)-commercial (medium density; low intensity of use).
- (L) C3. Commercial (limited) (medium density of use).
- (M) WS. Water area/open space.

**§ - 151.021 DISTRICT BOUNDARIES.**

The boundaries of the Zoning Districts established in Sec. 151.020 above are as depicted on the "Official Zoning Map of the Town of Manalapan, Florida" formally adopted as the official zoning map for the Town pursuant to Sec. 151.022 below set forth in the following section.

- ~~(A) District R1-A (Formerly District "A"). Bounded on the south by the southerly line or boundary of the Town; on the east by the waters of the Atlantic Ocean; on the north by the northerly line of the property now or formerly owned by Felix LaTour, which northerly line is approximately 795 feet north from the southerly boundary of the Town; and on the west by the waters of Lake Worth.~~
- ~~(B) District R1-B. Bounded on the south by the northerly line of the property now or formerly owned by Felix LaTour, which line is also the northerly boundary of Residence District R1-A; on the east by the waters of the Atlantic Ocean; on the north by that line which is 355 feet north of and parallel to the south boundary of Lot 12 as shown and designated on Commissioners' Map Gedney vs. Pierson Partition Chancery No. 8802, dated February 22, 1932, made by Fugate and Brockway Engineers, as described in the deed recorded in Deed Book 854, Page 3, Palm Beach County, Florida, public records; and on the west by the waters of Lake Worth that separate the Island of Palm Beach from Hypoluxo Island.~~

- ~~(C) *District R1-C*. Bounded on the south by that line which is 355 feet north of and parallel to the south boundary of Lot 12 as shown and designated on Commissioners' Map Gedney vs. Pierson Partition Chancery No. 8802, dated February 22, 1932, made by Fugate and Brockway Engineers, as described in the deed recorded in Deed Book 854, Page 3, Palm Beach County, Florida, public records, which southerly line is also the northerly boundary of Residence District "R1-B"; on the east by the waters of the Atlantic Ocean; on the west by the waters of Lake Worth; and on the north by a line which is the southern lot line of Lot 1, according to Map No. 1, Hypoluxo Beach, a subdivision of the county, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for the county, recorded in Plat Book 16, Page 2 and the easterly and westerly extensions of the lot line, if any, to the intersection with the east and west boundaries~~
- ~~(D) *District R1-D (formerly District "D")*. Constituted by all that part, parcel or portion of Hypoluxo Island, which lies within the corporate limits of the Town with the exception of the land included in District R3-A, District R-C1 and District WS.~~
- ~~(E) *District R1-E*. Beginning at the point of intersection of the centerline of Lands End Road and the westerly extension of the north line of Lot 62, Replat of Plat No. 2, Point Manalapan, as the replat is recorded in Plat Book 26, page 130, Public Records of the county; thence northerly along the centerline of Lands End Road and the northerly extension thereof to the point of intersection of the extended centerline of Lands End Road and a line parallel to and 385 feet northerly from, measured at right angles to the north line of Lot 76 of the Replat of Plat No. 2, Point Manalapan; thence easterly along the parallel line a distance of one hundred fifty (150) feet; thence southerly along a course at right angles to the preceding course a distance of 255 feet and the intersection of the south boundary of District "R-C1"; thence easterly along the southern boundary of District "R-C1" to the waters of Lake Worth on the eastern shores of Hypoluxo Island; thence southerly meandering the east shoreline of Hypoluxo Island and westerly meandering the continuation of the east shoreline of Hypoluxo Island to the northeast corner of Lot 62, as shown on the aforementioned replat of Plat No. 2, Point Manalapan; thence~~

westerly along the north line of the Lot 62 and westerly extension thereof to the point of beginning.

(F) ~~District R1-F~~. A parcel of land in Sections 10 and 15, Township 45 South, Range 43, the county, being more particularly described as follows:

(1) ~~Beginning at the Southeasterly corner of Lot 63 Replat of Plat No. 2, Point Manalapan as same is recorded in Plat Book 76, at Page 130, Public Records of the county, run thence North 75°04'00" West along the Southerly line of the Lot 63 a distance of 130.94 feet to a point and from the point run thence by the following numbered courses: South 09°57'40" East, 80.65 feet; thence South 02°46'44" West, 54.12 feet; thence South 05°09'54" East, 40.93 feet; thence South 01°29'53" East, 44.59 feet; thence South 01°13'26" East, 49.22 feet; thence South 04°17'33" West, 33.91 feet; thence South 02°18'09" West, 53.26 feet; thence South 00°05'42" East, 48.67 feet; thence South 04°12'30" East, 60.95 feet; thence South 01°59'19" East, 64.91 feet; thence South 00°20'16" West, 80.78 feet; thence South 07°27'35" East, 42.33 feet; thence South 01°38'35" West, 69.41 feet; thence South 07°37'13" West, 56.11 feet; thence South 03°54'49" West, 45.57 feet; thence South 01°38'13" East, 42.58 feet, thence South 11°57'12" East, 69.33 feet; thence South 01°35'32" East, 106.69 feet; thence South 00°32'57" West, 137.99 feet; thence South 09°48'21" West, 27.68 feet; thence South 15°43'39" West, 56.16 feet; thence South 05°54'00" West, 33.99 feet; thence South 04°30'10" West, 28.91 feet; thence South 09°16'10" East 66.17 feet; thence South 04°53'46" East, 107.85 feet; thence South 04°53'49" East, 104.60 feet; thence South 05°19'32" West, 89.22 feet; thence South 08°18'56" West, 202.61 feet; thence South 03°22'52" West, 110.04 feet; thence South 00°46'01" West, 99.24 feet; thence South 01°04'51" East, 275.21 feet; thence South 07°54'58" East, 141.75 feet; thence South 13°34'32' East, 80.68 feet; thence South 20°27'04" East, 67.21 feet; thence South 23°41'55" East, 75.20 feet; thence South 34°11'17" East, 42.63 feet; thence South 51°44'12" East, 27.60 feet; thence North 86°22'05" East, 27.94 feet; thence North 81°19'58" East, 93.78 feet; thence North 78°07'15" East, 38.31 feet; thence North 65°44'54" East, 27.77 feet; thence North 44°05'33"~~

East, 45.92 feet; thence North 01°33'05" East, 74.23 feet; thence North 00°09'08" East, 131.65 feet; thence North 01°45'47" West, 83.04 feet; thence;  
(2) Thence continue Northerly meandering the shores of Lake Worth a distance of 2,332 feet, more or less, to a point in the Southerly Right of Way Line of Audubon Causeway as same is shown on aforesaid Replat of Plat No. 2, Point Manalapan; thence North 75°04'00" West along the Right of Way Line 195.53 feet; thence North 14°56'00" East 40.00 feet to the point of beginning.

(G) *District R2-A*. Bounded on the east by the waters of the Atlantic Ocean; on the west by the waters of Lake Worth; on the south by a line which is the southern lot line of Lot 1, according to Map No. 1, Hypoluxe Beach, a subdivision in the county, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for the county, recorded in Plat Book 16, Page 2, and the easterly and westerly extensions of the lot line, if any, to the intersection with the east and the west boundaries hereof; and on the north by the north line of the Lot 1 and its easterly and westerly extensions to the east and the west boundaries hereof; the south boundary thereof being the north boundary of District R1-C, the north boundary thereof being the south boundary of District R3-B and the north boundary being also described as a line, parallel to the southerly right-of-way line of East Ocean Avenue (formerly known as Lantana Avenue), extending from the shores of the Atlantic Ocean westerly to the shores of Lake Worth and lying 1,348.18 feet south of the southerly boundary of the right-of-way of East Ocean Avenue.

(H) *District R3-A (formerly District "G")*. Beginning at the northwest corner of Lot 78, Plat No. 5, Point Manalapan, as the plat is recorded in Plat Book 28, Page 206, Public Records of the county, and from the point of beginning run easterly along the north line of the Lot 78 and the extension thereof a distance of 226.55 feet to the centerline of Lands End Road as shown on the Plat No. 5; thence southerly along the centerline of the Lands End Road a distance of 201.38 feet; thence easterly along a line parallel to and 200 feet southerly from, measured at right angles to, the north line of the Plat No. 5 to the point where the aforementioned parallel line intersects the easterly boundary of the Plat No. 5; thence northerly along the easterly boundary of the Plat No. 5 to the northeast corner of Lot 83 as

~~shown on the Plat No. 5; thence easterly along a line parallel to and 335 feet southerly from, measured at right angles to the north line of Section 10, Township 45 south, range 43 east, the county, a distance of 420 feet more or less to the eastern shore of Hypoluxo Island; thence southerly meandering the east shore line of Hypoluxo Island to the point where the shore line intersects the northern boundary of District "RC-1"; thence westerly along the northern boundary of District "R-C1" to the northwest corner of the District "R-C1"; thence southerly along the westerly boundary of District "R-C1" also being the southerly extension of the centerline of Lands End Road as shown on the aforementioned Plat No. 5, to the point where the centerline of Lands End Road intersects a line parallel to and 255 feet northerly from, measured at right angles to the north line of Lot No. 76, Replat of Plat No. 2, Point Manalapan, as recorded in Plat Book 26, Page 130, Public Records of the county; thence westerly along the parallel line a distance of 175 feet to the western shore of Hypoluxo Island; thence northerly along the western shore of Hypoluxo Island a distance of 728 feet more or less to the point of beginning.~~

~~(I) District R3-B (formerly District "F"). Bounded on the south by a line parallel to the southerly right-of-way line of East Ocean Avenue extending from the shores of the Atlantic Ocean westerly to the shores of Lake Worth and lying 1,348.18 feet south of the southerly boundary of the right-of-way of East Ocean Avenue; on the east by the waters of the Atlantic Ocean; on the north by the southerly boundary of District RC-2 and on the west by the waters of Lake Worth.~~

~~(J) District R-C1 (formerly District "H") Beginning at the southwest corner of Tract "X," Plat No. 5, Point Manalapan as the plat is recorded in Plat Book No. 28, Page 206, Public Records of the county, and from the point of beginning run east along a line perpendicular to the east right of way line of Lands End Road a distance of 600 feet, more or less, to the eastern shore of Hypoluxo Island; thence southerly meandering the east shore line of Hypoluxo Island to the point where the shore line intersects the northern boundary of District "OS"; thence westerly along the northern boundary of District "OS" to the intersection of the northern boundary of District "OS" and a line parallel to and 150 feet westerly from measured at right~~

~~angles to, the southerly extension of the centerline of Lands End Road, as shown on the Plat No. 5; thence northerly along the parallel line a distance of 255 feet, thence westerly along a line perpendicular to the southerly extension of the centerline of Lands End Road a distance of 150 feet and the intersection of the centerline with this course; thence northerly along the aforementioned southerly extension of the centerline of Lands End Road a distance of 225 feet; thence run easterly along a line perpendicular to the extension of the centerline a distance of twenty-five (25) feet to the point of beginning.~~

~~(K) District R-C2 (formerly part of District "E"). Bounded on the south by the northerly line of the property now or formerly owned by Spelean Prentice, which line is also the northerly boundary of District R3-B; on the east by the centerline of State Road A-1-A; on the north by the northerly line or boundary of the Town; and on the west by the waters of Lake Worth that separate the Island of Palm Beach from Hypoluxe Island.~~

~~(L) District "C3" (formerly part of R-C2; District R-C2 was formerly "E"). Bounded on the south by the northerly line of the property now or formerly owned by Spelean Prentice, which line is also the northerly boundary of District R3-B; on the east by the waters of the Atlantic Ocean; on the north by the northerly line or boundary of the Town; and on the west by the centerline of State Road A-1-A.~~

~~(M) District "WS" (formerly District "I"). The area constituting this District shall be all of that area of the Town, in both land and water areas, not now described as being a part of any of the described Districts.~~

**§ - 151.022 ZONING MAP.**

(A) The zoning map entitled Zoning Map of Manalapan, dated April 1988, prepared in the office of Executive Management and Engineering Consultants, Inc., depicting Zoning Districts R1-A, R1-B, R1-C, R1-D, R1-E, R1-F, R2-A, R3-A, R3-B, R-C1, R-C2, C3 and WS, is adopted in pursuance of Ordinance 97, as amended, and is and shall be the original official Zoning Map of the Town. An amended zoning map, dated April 2026, prepared by the Town depicting Zoning Districts R1-A, R1-B, R1-C, R1-D, R1-E, R2-A, R3-A, R3-B, R-C1, R-C2, C3 and WS is adopted pursuant

to Ordinance 403 and upon such adoption shall supersede the 1988 zoning map and shall thereafter be the amended and revised official Zoning Map of the Town.

- (B) The boundaries of the Zoning Districts may be shown upon a zoning map which depicts the Zoning Districts described herein and which the Town Commission may approve by ordinance resolution adopted at any time. Any such approved zoning map or future successor amended approved zoning map is hereby adopted by reference and is made a part hereof, and is entitled "Official Zoning Map of the Town of Manalapan, Florida."
- (C) The approved zoning map and all the notations, references and other information shown thereon are hereby made a part of this chapter as if such information set forth on the map were all fully described and set out herein. This zoning map, properly approved and adopted, shall remain at all times on file in the office of the Town Clerk. The boundaries of such Zoning Districts as are shown upon the zoning map adopted by this section, or any subsequent amendment thereto which in the future may be adopted by this section, are hereby adopted and approved, and the regulations of this chapter governing the use of land and buildings, the height of buildings, building site areas, the size of yards about buildings and other matters as hereinafter set forth, are hereby established and declared to be in effect upon all land included within the boundaries of each and every Zoning District shown upon such zoning map. Such an approved zoning map shall control the interpretation of Zoning District boundaries when in conflict with, inconsistent with or at variance with legal descriptions set forth in this chapter or elsewhere.

**Section 3.** The Code of Ordinances of the Town of Manalapan, Florida, is hereby amended at Chapter 151. Zoning, by repealing in their entirety Sections 151-250 through 151.268 that formerly provided land development regulations for the R1-F Zoning District which is now being combined into the R1-D Zoning District; further reserving these sections for future use:

**~~R1-F RESIDENTIAL LOW DENSITY; SINGLE-FAMILY~~**

**~~§ 151.250 PURPOSE.~~**

~~To provide for single-family residential development of spacious character together with recreational facilities, special exception uses and accessory uses as may be necessary or are normally compatible with residential surroundings. This District is established to provide for continuation, maintenance, establishment and development of spacious single-family residences which are compatible with water area/open space and which are compatible with residential surroundings. This District contains land considered appropriate for such development.~~

**~~§ 151.251 PERMITTED USES.~~**

~~Single family dwellings.~~

**~~§ 151.252 ACCESSORY USES.~~**

~~(A) Guest houses.~~

~~(B) Private garages.~~

~~(C) Private swimming pools.~~

~~(D) Private cabanas (pool house).~~

~~(E) Private docks.~~

~~(F) Home offices (All stock and/or trade must be kept entirely within the premises; the presence of any such "home office" may also not generate any additional traffic greater than the standard level of traffic generated within this zoning district or otherwise give external evidence of the office's existence except for permitted signs).~~

~~(G) Private fishing pier located as an extension of and from an incident and accessory to an existing permitted use.~~

~~(H) Other accessory uses and structures customarily incident to permitted or approved special exception uses.~~

**~~§ 151.253 SPECIAL EXCEPTION USES.~~**

~~Lighted tennis courts; subject to site plan review, fencing, screening with plantings and hours of operation.~~

## **~~§ 151.254 SUPPLEMENTARY LOT REGULATIONS~~**

The following supplementary lot regulations shall be applied in the R1-F Zoning District:

~~(A) No single-family dwelling shall be located, erected, constructed, added on to, repaired, reconstructed, or altered upon any lot or lot of record having an area of less than 14,780 square feet.~~

~~(B) Existing single-family development. A single-family residence or accessory structure existing at the time of adoption of this chapter which does not comply with the regulations for building lots in the zoning District in which it is located may be added on to provided the addition shall not increase the extent of the particular nonconformities.~~

~~(1) Docks. In accordance subsection (B) above, nonconforming docks in this zoning District may be lengthened, shortened, or otherwise amended within the District's allowable dock dimensions and regulations, so long as the extent of the nonconformity itself, such as a lot position or setback nonconformity, is not increased.~~

~~(C) Required area or space cannot be reduced. The area or dimension of any lot, yard, parking area or other space shall not be reduced to less than the minimum required by this chapter except as provided in this chapter; and if already less than the minimum required by this chapter, the area or dimension may be continued but shall not be further reduced except as provided in this chapter.~~

## **~~§ 151.255 HEIGHT.~~**

~~(A) Height generally. No building shall exceed two (2) stories or twenty-eight (28) feet in height, whichever is less, and no accessory structures shall exceed one (1) story or fourteen (14) feet in height, whichever is less. Additionally, the allowable building height of all principal structures shall be limited as follows:~~

~~(1) A single story structure shall not exceed fourteen (14) feet in height except as provided in Section 151.257(A)(1)(d);~~

~~(2) A non-tiered two (2) story structure (one in which the side exterior walls of the second floor are not set back from the side exterior walls of the first floor) shall not exceed twenty-four (24) feet in height; and~~

~~(3) A tiered two (2) story structure (one in which the side exterior walls of the second floor are set back from the side exterior walls of the first floor and having a first floor such that the height of the intersection of the side exterior vertical walls and the roofing system do not exceed fourteen (14) feet above grade) shall not exceed twenty-eight (28) feet in height.~~

~~(4) Any two (2) story structure which fails to satisfy the side setback requirements for a tiered two (2) story structure, as set forth herein below, shall be subject to the regulations for and shall be treated as a non-tiered two (2) story structure for all purposes.~~

~~(B) *Accessory structures.* No accessory structure shall exceed either the building height or overall height of the main structure to which it is accessory.~~

~~(C) *Overall height of building.* Maximum overall height of a pitched roof building, or part of a building covered by a pitched roof, shall be the maximum allowable building height plus ten (10) feet, except as provided in Sections 151.255(D) and 151.257(A)(1)(d). Maximum overall height of a flat roof building, or part of a building covered by a flat roof, shall be the actual building height of the structure plus four (4) feet. Parapet walls extending above the maximum allowable building height shall be perforated fifty (50) percent or more on all vertical surfaces.~~

~~(D) *Permitted exceptions to height regulations.* Structures for the housing of elevators, stairways, skylights, or similar facilities, vertical radio antennae, television reception antennae except dish type, and church steeples may be erected no more than forty (40) percent above the height of the building on which it is located. However, the highest vertical projection of a chimney may exceed the overall height of the building on which it is located by no more than four (4) feet. All such structures, equipment and facilities located upon the roof area shall not cover in the aggregate a roof area greater than ten (10) percent of the ground floor area of such building or structure. Heating (including solar), ventilating and air conditioning equipment and facilities installed on the roof of a building shall be~~

completely and permanently site screened from view at all points on the lot lines to the permitted height of buildings in the District in which the lot is located. See subsection [151.561\(F\)](#) for flag pole regulations.

**~~§ 151.256 FRONT SETBACK.~~**

~~No structure shall be located, erected, constructed, added on to, repaired, reconstructed or altered unless it is set back at least twenty-five (25) feet from any street line, right-of-way line or alley whichever is greater.~~

**~~§ 151.257 SIDE SETBACK.~~**

~~(A) Single-family dwellings and accessory structures shall have the following side setbacks:~~

~~(1) A single story structure shall have side yard setbacks as follows:~~

~~(a) The side yard width shall not be less than twenty (20) percent of the average width of the lot or lot of record;~~

~~(b) No side yard shall be less than ten (10) feet.~~

~~(c) Additionally, for a single story structure, in no case shall the height of the intersection of the side exterior vertical walls and the roofing system exceed fourteen (14) feet above grade (as defined in Section 151.003) for the vertical walls along the side lot or property lines.~~

~~(d) However, in order to provide for a "great room" and/or a "vaulted foyer" front entrance, a "vertical volume section" shall be permitted. Maximum building height for a "vertical volume section" shall not exceed twenty-four (24) feet above grade (as defined in Section 151.003), provided that the vertical side walls that form such vertical volume section are set back no less than thirty (30) feet from the side lot or property lines. For a single story structure to which a vertical volume section has been incorporated, the maximum overall building height shall not exceed thirty (30) feet above grade when measured at the highest point of the roofing system.~~

~~(2) A non-tiered two (2) story structure (one in which the side exterior walls of the second floor are not set back from the side exterior walls of the first floor) shall~~

- ~~have a setback from the side lot lines such that the aggregate of the side yards shall have a width of not less than forty (40) percent of the average width of the lot or lots of record or equal to the height of the building, whichever is greater, provided, however, that no side yard shall be less than fifteen (15) feet.~~
- ~~(3) A tiered two (2) story structure (one in which the side exterior walls of the second floor are set back from the side exterior walls of the first floor and having a first floor such that the height of the intersection of the side exterior vertical walls and the roofing system do not exceed fourteen (14) feet above grade) shall have side setbacks as follows:~~
- ~~(a) All single story walls along the side lot or property lines where the height of the intersection of the vertical wall and the roofing system do not exceed fourteen (14) feet above grade (as defined in Section 151.003), shall have an aggregate setback of twenty (20) percent of the average width of the lot or lots of record, provided, however, that no side yard shall be less than ten (10) feet.~~
- ~~(b) All second or two (2) story walls along the side lot or property lines or walls where the height of the intersection of the vertical wall and the roofing system exceed fourteen (14) feet above grade (as defined in Section 151.003), shall have an aggregate setback from the side lot lines of thirty (30) percent of the average width of the lot or lot of record, provided, however, that all side yard second story walls must be setback at least fifteen (15) feet from the side lot or property line.~~
- ~~(B) All other structures shall have a side setback from the side lot lines not less than the height of the structure above grade or ten (10) feet, whichever is greater.~~
- ~~(C) If any side yard of any such structure fronts on any street, the greater of the front setback requirements or the side setback requirement shall control.~~
- ~~(D) An encroachment of no more than two (2) feet into the front, side and/or rear setbacks is allowed in order to accommodate roof overhangs and architectural elements that are at least two (2) feet above grade.~~

~~(E) Accessory equipment (as defined in Section 151.003) shall be setback from the side lot lines not less than five (5) feet and shall be completely screened from public view and from the view of neighboring properties.~~

**~~§ 151.258 REAR SETBACK.~~**

~~No structure except a dock shall be located, erected, constructed, added on to, repaired, reconstructed or altered:~~

- ~~(A) Unless the structure is set back at least twenty five (25) feet from any seawall, bulkhead line, fill line, or mean high water line of the waters of Lake Worth (including Spanish River), whichever is closer to the structure; provided, however, within the setback, walls, fences or screens shall nevertheless be permitted provided they do not exceed four (4) feet in height measured on either side of the wall, fence or screen, do not have or exceed fifty (50) percent surface area obstructed to light and air on the plane of the wall, fence or screen, and do not have the obstructed area unevenly distributed over the plane of the wall, fence or screen.~~
- ~~(B) If any rear yard of a lot or lot of record or if any portion of any such rear yard fronts on any street such that the lot or lot of record is a through lot, then the greater of the front setback requirement or the rear setback requirement shall control.~~

**~~§ 151.259 BUILDING SEPARATION.~~**

~~Except for private garages accessory to single-family dwellings and except for District R2-A, the minimum distance between any two (2) buildings shall be as follows:~~

- ~~(A) Ten (10) feet if both buildings are one (1) story in height;~~
- ~~(B) Fifteen (15) feet if any one (1) building is one (1) story in height and any part of the other building is two (2) stories in height;~~
- ~~(C) Twenty (20) feet if any part of both buildings is two (2) stories in height;~~
- ~~(D) Twenty five (25) feet if any one (1) building is one (1) story in height and any part of the other building exceeds thirty (30) feet in height by virtue of permitted height exceptions;~~

- (E) ~~Thirty (30) feet if any part of one (1) building is two (2) stories in height and any part of the other building exceeds thirty (30) feet in height by virtue of permitted height exceptions; or~~
- (F) ~~Thirty five (35) feet if any part of both buildings exceeds thirty (30) feet in height by virtue of permitted height exceptions.~~

~~§ 151.260 GROUND FLOOR AREA; LOT COVERAGE PERMITTED SQUARE FOOTAGE; ROOF PITCH.~~

- (A) ~~Ground floor area.~~ No single family dwelling shall have a ground floor square foot area in less than two thousand five hundred (2,500) square feet.
- (B) ~~Permitted square footage.~~ When computing total square footage, any and all areas which are "under roof", including all portions of the second floor which are under roof shall be counted as floor area (e.g., on a 10,000 square foot lot, a non-tiered two (2) story structure having 2,500 square foot on each floor equals fifty (50) percent of the total lot area). Areas "under roof" specifically include but are not limited to, all habitable and uninhabitable space, covered balconies, covered lanais, covered porches, covered patios (whether enclosed or open) and porticos. However, the area covered by roof overhang or eave, which does not protrude from the exterior wall by more than two (2) feet, shall not be counted against the permitted square footage and covered balconies, covered lanais, covered porches, covered patios and porticos will be counted at fifty (50) percent of their floor area. Maximum permitted total square footage, expressed as a percentage of total lot area shall be as follows:
  - (1) ~~Total permitted square footage shall not exceed forty (40) percent of the total lot area for any lot or lot of record upon which the principal structure is a single story structure;~~
  - (2) ~~Total permitted square footage shall not exceed fifty (50) percent of the total lot area for any lot or lot of record upon which the principal structure is a "non-tiered" two (2) story structure; and~~

~~(3) Total permitted square footage shall not exceed sixty (60) percent of the total lot area for any lot or lot of record upon which the principal structure is a "tiered" two (2) story structure.~~

~~(4) Additionally, each lot or lot of record shall be required to maintain at least thirty-five (35) percent of the total lot area as green space (as defined in Section 151.003).~~

**~~§ 151.261 PRIVATE GARAGES.~~**

~~No private garage shall have its entrance facing the street. No open carports shall be permitted. Each private garage shall have a minimum interior area of twenty (20) feet in length and twenty (20) feet in width for the exclusive use of parking two (2) automobiles.~~

**~~§ 151.262 BOATS AND TRAILERS.~~**

~~No boats or trailers of any kind shall be kept, maintained or stored on any lot or lot of record except within an enclosed garage or except when docked or moored. These restrictions shall not apply to the storage of non-motorized boats (by way of example and not limitation, kayaks and paddle boards) which are either screened from the view of abutting neighbors or residences located on the opposite waterbody bank, or which are kept on or adjacent to a dock or seawall.~~

**~~§ 151.263 BOATHOUSES; DOCKS AND PIERS.~~**

~~(A) *Boathouses.* Boathouses are not permitted.~~

~~(B) *Docks.* No dock shall be located, erected, constructed, added on to, expanded, extended, replaced, reconstructed or altered upon or projecting from any lot or lot of record unless in strict conformance with DEP and ACOE permit regulations. A permit from these agencies is required prior to issuance of a permit by the Town. Additionally, the construction, alteration and the like of all docks must meet the following Town regulations:~~

~~(1) All docks projecting from any lot or lot of record located on the west side of Lands End Road shall project waterward from the associated lot or lot of record or seawall, a minimum length necessary (evidenced by bathymetric surveys)~~

~~to reach a terminus and mooring area located in a water depth of three (3) feet of water at MLW. The maximum length of any such dock projecting from any lot or lot of record on the west side of Lands End Road is eighty (80) feet. On the east side of Lands End Road docks shall project a minimum length necessary to reach a terminus and mooring area located in a water depth of three (3) feet at mean low water (MLW) evidenced by bathymetric surveys, and may project in accordance with the following dock lengths; no more than seventy-five (75) feet, inclusive of dolphin pilings for lots 1700—1730; no more than fifty-five (55) feet inclusive of dolphin pilings for lots 1650—1690; no more than thirty-five (35) feet inclusive of dolphin pilings for lots 1620—1640; and no more than twenty (20) feet not inclusive of dolphin pilings for lot 1520; all as depicted on the Town Zoning map.~~

- ~~(a) The required bathymetric surveys shall be taken from the seawall of the subject lot out across the water for a distance sufficient to demonstrate the width of the navigable waterway or channel (as defined in Section 151.003) in order to demonstrate that the dock in question will not prevent passage through the waterway or channel.~~
- ~~(b) Three (3) bathymetric surveys, one (1) each, shall be taken parallel to and originating from each lot line and the point from which the dock is to project in order to meet the requirements of (B)(1)(a).~~
- ~~(2) Notwithstanding the minimum and maximum dock lengths provided for this zoning district, no dock shall project waterward to the extent where its terminus and mooring area with associated boatlift(s), dolphin and other piling project into any U.S. Coast Guard defined and marked navigational channel or charted navigational channel.~~
- ~~(3) The dock and its stem shall be centered on the lot or lot of record or within ten (10) feet of such a center point, shall run parallel with the side lot lines of the lot or lot of record on which it is located, and shall be set back at least twenty-five (25) feet from the side property lines. However, on a lot or lot of record having a width of three hundred (300) feet or greater the proposed dock need not be centered but the dock and any portion of the dock, including any~~

~~associated dock accessory structure, vessel lifting device, or dolphin pilings, must be setback no less than fifty (50) feet from the extended side lot line of any lot or lot of record from which such dock projects.~~

- ~~(4) No dock finger(s) or projection(s) shall extend from the stem of a dock unless it is in a "T" or "L" configuration located at the furthest waterward projection of and centered against the stem of the dock, the total waterward projection of the stem and "T" or "L" addition not to exceed the maximum waterward projection specified herein above with the maximum terminus width limited to fifty (50) feet. However, if the subject dock projects from a lot or lot of record having a width greater than or equal to three hundred (300) feet a maximum dock terminus width of seventy-five (75) feet shall be permitted so long as the dock or any portion of the dock, including any associated dock accessory structures, vessel lifting devices, or dolphin pilings, is setback at least fifty (50) feet from the extended side lot lines.~~
- ~~(5) Davits are not permitted; other dock accessory structures and vessel lifting devices (boat elevators, boatlifts, platforms, and personal watercraft lifts) are permitted. Those dock accessory structures containing a flat surface or platform shall be included in all calculations related to a dock's size, location, maximum allowable width, and compliance with side setbacks. Those dock accessory structures or vessel lifting devices of a conventional design that generally consist of separate beams or rails supported by pilings (including boatlifts, boat elevators, and personal watercraft lifts) shall only be included in calculations related to a dock's maximum allowable width, and compliance with side setbacks. The limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to any dock accessory structure or vessel lifting device as part of the conventional or floating dock.~~
- ~~(6) Each dock may have no more than one (1) light for each ten (10) feet of total linear dock length, measured from the lot, lot of record or seawall to end of the dock stem plus that length measured from end to end of the dock terminus. Any and all allowed and/or prescribed dock lights shall conform to the requirements as set forth herein below.~~

- ~~(7) The width of the surface of each dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet.~~
- ~~(8) Dolphin pilings are permitted only if accessory to any dock; no more than four (4) dolphin pilings are permitted accessory to any dock and no dolphin pilings shall be located more than thirty five (35) feet from any portion of the dock to which such dolphin piling is accessory, except for docks located east of Lands End Road where only two (2) dolphin pilings are permitted.~~
- ~~(9) No gear, trash receptacle or equipment shall be permitted on any dock. Equipment specifically excludes power stations, fueling stations, ladders, water hoses, mooring lines, whips and bumper cushions.~~
- ~~(10) Dock boxes may be used but only attached abutting the seawall or located at the landward dock extremity; no dock box may be higher than thirty (30) inches and greater than twenty four (24) cubic feet.~~
- ~~(11) Only one (1) bench placed on a dock is permitted provided such bench is not more than five (5) feet in length, no more than thirty six (36) inches in height and no more than eighteen (18) inches in width.~~
- ~~(12) Dock color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.~~
- ~~(13) No surface of any dock shall be constructed or project in height higher than the level of any abutting seawall or five and one half (5½) feet above mean sea level, whichever is higher.~~
- ~~(14) Floating docks are permissible provided the following regulations are met:~~
- ~~(a) The width of the surface of each dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet with a total length not to exceed fourteen (14) feet except for concrete floating docks which shall not exceed eight (8) feet in width and fourteen (14) feet in length.~~
  - ~~(b) Each floating dock shall have a light positioned on a post located at each corner that projects into the water. Each light installed shall be maintained in good working order, shall cast a clear white or yellow light, shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens, shall~~

~~operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.~~

- ~~(c) A licensed engineer shall certify that each floating dock shall be designed and constructed to meet the same standards applicable to conventional, stationary docks as related to the dock's ability to withstand the effects of a storm event.~~
- ~~(d) Each floating dock shall be designed so as to incorporate neoprene rollers, rubber washers or similar noise reduction components in all hinges and connections and between all parts of the dock to prevent any noise; and all pilings supporting the floating dock shall be positioned on the inside of the dock.~~
- ~~(e) A floating dock attached to, adjacent to, or associated with a conventional dock shall be considered one (1) dock. As such, the aggregate length of the conventional dock and floating dock shall not exceed the allowable maximum length set forth elsewhere in this section, and the limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to the floating dock as part of the conventional dock.~~
- ~~(15) No dock, dolphin pilings and/or boat or water vessel attached to it shall prevent passage through any navigable water channel or way as evidenced by bathymetric surveys which shall indicate the location and width of any navigable channel or way with respect to such dock.~~
- ~~(16) Docks are permitted to be accessory uses only and no more than one (1) dock, as an accessory use, may be on or project from any lot or lot of record. See also the definition of "ACCESSORY USE or BUILDINGS or STRUCTURES", and "DOCK". Any dock that is constructed prior to the principal single family residence or that remains on an otherwise vacant lot or lot of record may be used only by the owner of said lot or lot of record, and may only remain and be so used for a maximum of two years prior to the issuance~~

~~of a certificate of occupancy for the principal single family residence. The Town Commission may extend the two-year limit when a public need for such extension has been demonstrated to the satisfaction of the Town Commission, on a case-by-case basis. For any vacant lot or lot of record that contains a dock on August 1, 2020, the two-year period shall commence on August 1, 2020. For any lot or lot of record that becomes vacant after August 1, 2020, the two-year period shall commence on the date that the Building Official issues a certificate of completion for the dock on the otherwise vacant lot. Regardless of the timing, all such docks shall be maintained pursuant to all applicable Town codes and building codes for construction and maintenance of docks.~~

~~(17) — No dock or portion of a dock, including any dock accessory structure, vessel-lifting device, or dolphin piling, shall be located closer than twenty-five (25) feet to any other dock or portion thereof or any other dock's accessory structure, vessel-lifting device, or dolphin pilings or to any other lot or lot of record to which such dock is not accessory or to the closest portion of the side lot lines of the lot or lot of record from which the dock projects or the waterward projection or extension of such side lot lines.~~

~~(18) — Each dock may have no more than one (1) light for each ten (10) feet of total linear dock length, measured from the lot, lot of record or seawall to end of the dock stem plus that length measured from end to end of the dock terminus. Any and all allowed and/or prescribed dock lights shall conform to the requirements as set forth herein below.~~

~~(19) — Each dock shall have a light at its terminus and all light(s) installed shall be maintained in good working order, shall cast a clear white or yellow light, and shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens. All dock lights shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any,~~

~~(C) *Fishing piers.* A fishing pier is permitted as an accessory use and structure only where a dock is not established and cannot be established in conformance with all applicable statutes, ordinances, rules and regulations. No pier shall be located, erected, construction, added on to, expanded, extended, replaced, reconstructed or altered upon or projection from any lot or lot of record unless in strict conformance with the following and all other applicable statutes, ordinances, rules and regulations.~~

~~(1) No piers other than fishing piers are permitted.~~

~~(2) No fishing pier shall project waterward from any lot, lot of record or seawall, whichever is less, more than twenty (20) feet, provided, however, if the terminus of such fishing pier is unable to project six (6) feet beyond the mean high water line or the boles (trunks) of any proximate (within ten (10) feet) mangroves, then the length of such fishing pier may be extended waterward so its terminus does reach six (6) feet of length beyond such mean high water line or boles of such proximate mangroves, whichever is further, but in no event shall any fishing pier project waterward more than thirty five (35) feet.~~

~~(3) The width of the surface of each fishing pier shall be four (4) feet, no less and no more; and no portion of any fishing pier, except its integrated structural piling, shall horizontally project beyond the surface or perpendicular plane of the edge of the surface.~~

~~(4) The stem of each fishing pier shall be straight from beginning to end (terminus).~~

~~(5) The stem of each fishing pier shall be centered on the lot line of the lot or lot of record from which it projects waterward, or within ten (10) feet of such center point.~~

~~(6) The stem of each fishing pier shall be perpendicular to the seawall or, if no seawall, perpendicular to the average projection of the lot or lot of record running parallel to the water.~~

~~(7) No fishing pier finger or other projection shall extend from the stem of a fishing pier unless it is in a "T" or "L" configuration located at the furthest waterward projection of the fishing pier, the total waterward projection of the stem and "T" or "L" addition not to exceed the maximum waterward projection allowed, and~~

- ~~the total dimensions of such terminus not to exceed twelve (12) feet in length at the required four (4) feet in width for a maximum total area of forty-eight (48) square feet.~~
- ~~(8) The surface of any fishing pier shall not project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.~~
- ~~(9) Only hand rail facilities with stanchions and hand rails not exceeding in diameter one and one-half (1½) inches and with attached required lighting shall project in height above the surface of the fishing pier. Fishing pier pilings shall not project above the surface of the fishing pier. The hand rail facility may include intermediate rail(s) or cable(s) parallel to and between the hand rail and surface of the fishing pier.~~
- ~~(10) Hand rail facilities shall enclose the fishing pier in its entirety. Hand rail facilities shall be as inconspicuous as practicable. Hand rails shall be forty-two (42) inches, no more and no less, above the surface of the fishing pier and shall be designed, constructed and maintained for only the following purposes: safety, precluding use of the fishing pier as a dock, and providing as little visual and aesthetic impact as possible. Hand rails shall be and be maintained without break or interruption.~~
- ~~(11) No ladders, either fixed or removable, shall be permitted except one (1) safety ladder may be attached to or built into the fishing pier piling immediately landward of either the mean high water line or seaward of the boles of any proximate mangroves, whichever is more seaward.~~
- ~~(12) No boat or watercraft shall be permitted to be tied to, elevated at or from, or moored on, at or under any fishing pier at any time.~~
- ~~(13) No gear, trash receptacle, equipment, boat or watercraft or other personal property shall be permitted in or on any fishing pier, provided, however, fishing tackle and gear are permitted only so long as the fishing pier is in fact actually in use for fishing by a fisherperson.~~

- ~~(14) — Only one (1) bench placed at the terminus of a fishing pier is permitted, provided such bench is no more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.~~
- ~~(15) — No fish cleaning tables are permitted in or on any fishing pier.~~
- ~~(16) — Fishing pier color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.~~
- ~~(17) — Fishing piers are permitted to be accessory uses and accessory structures only and no more than one (1) fishing pier as an accessory use and structure may be on or project from any lot or lot of record.~~
- ~~(18) — No fishing pier or portion of a fishing pier shall be located closer than twenty-five (25) feet to any other fishing pier or portion thereof or any dock or portion thereof or any dolphin pilings for any dock or to any other lot or lot of record to which such fishing pier is not accessory or to the closest portion of the side lot line of the lot or lot of record from which the dock projects or the waterward projection or extension of such lot line.~~
- ~~(19) — Each fishing pier shall have solely and only one (1) light, which light shall be located at its terminus, shall be maintained in good working order, shall cast a clear white or yellow light, not to exceed sixty (60) watts, shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project over the fishing pier surface higher than forty-eight (48) inches, shall be connected to a post of the hand railing and shall deflect not less than forty-five (45) degrees down.~~
- ~~(20) — No utilities other than electric service solely and only for the required one (1) light shall be allowed in, on or attached to any fishing pier.~~

~~(D) Docking boats.~~

- ~~(1) No boat, ship or water vessel exceeding in length fifty (50) percent of the bulkhead length of any lot shall be docked at any dock on or projecting from such lot.~~
- ~~(2) No portion of any docked boat, ship or water vessel shall project closer than twenty-five (25) feet to the closest portions of the side lot line of any lot or lot of record to which such dock is accessory or the waterward projection or~~

~~extension of such side lot lines or closer than twenty-five (25) feet to any lot or lot of record to which such dock is not accessory.~~

~~(3) The total of the length of any and all boats, ships or water vessels docked at any dock at any given time shall not exceed in length fifty (50) percent of the bulkhead length of the lot to which such dock is accessory and in no event shall any more than three (3) boats, ships or water vessels be docked at, tied to or rafted to any dock at any one time.~~

~~(4) No boat, ship or water vessel keel or hull may be supported, elevated, suspended or otherwise placed or maintained more than twelve (12) inches above the surface of and out of the water at high tide.~~

~~(5) No boat, ship or water vessel or any part thereof shall be placed, stored, or maintained upon the surface of any dock.~~

~~(6) Houseboats are strictly prohibited.~~

#### **~~§ 151.264 SWIMMING POOL/SPA REGULATIONS.~~**

~~Swimming pools, pool patios and/or decks, spas (including jacuzzis and whirlpools) and anything permanently attached to any of the above structures, are deemed to be accessory structures and may only be constructed and/or used when a principal structure exists on the same lot. Accordingly, the following regulations shall control the construction requirements of same:~~

~~(A) Swimming pools and spas shall be constructed no less than thirteen (13) feet from any side or rear lot line, bulkhead or seawall, measured from the "wet edge" of the swimming pool or spa, so long as the construction thereof shall not or cannot reasonably be anticipated to adversely affect the structural integrity, life or maintenance of any bulkhead, seawall or other structure, as certified by either a marine, structural or mechanical engineer who is properly licensed in the State of Florida;~~

~~(B) Any swimming pool or spa that is enclosed by a screen enclosure, whether partially or fully, shall be setback from the side and rear lot lines no less than the minimum required side and/or rear setbacks for this zoning District; and~~

- ~~(C) Maximum vertical elevation for a swimming pool deck shall be one point five (1.5) feet above grade;~~
- ~~(D) Maximum vertical elevation for spas and decorative items such as planters, balustrades, railings, fountains, hand rails, ladders, diving boards, slides and the like shall be three point five (3.5) feet above the pool deck upon which it is constructed; and~~
- ~~(E) Open gazebos and roofs for swim-up pool bars or spas may be constructed on the swimming pool/spa deck so long as each gazebo and/or pool bar/spa roof is setback from the side and rear lot lines no less than the minimum required side and/or rear setback for accessory structures for this zoning District.~~

**~~§ 151.265 OUTDOOR FIREPLACES AND BARBECUE PITS.~~**

~~Outdoor fireplaces, barbecue pits and the like shall not exceed six (6) feet in height and shall not be located, erected, constructed, added on to, repaired, reconstructed or altered closer than five (5) feet to the lot line.~~

**~~§ 151.266 GATES, WALLS, FENCES AND HEDGES.~~**

~~Walls, fences or hedges may be located, erected, constructed, planted, added on to, repaired, reconstructed or altered within the required yard areas and shall conform to the following regulations:~~

- ~~(A) *Front yard.* Walls and fences located between the front building line and the street right-of-way line (the required front yard) shall not exceed four (4) feet in height, except as otherwise permitted for retaining walls in subsection (G) below; hedges located in the required front yard shall not exceed eight (8) feet in height, except on corner lots where hedges located in the required front yard shall not exceed ten (10) feet in height. The height of a wall, fence or hedge located in the required front yard, except for retaining walls pursuant to subsection (G) below, shall be measured from the street side of the wall, fence or hedge, from its top projection and shall not exceed the above specified height above the grade of the crown of the street at a point directly opposite any such point of measurement or zero datum (as defined in Section 151.003), whichever is greater. All front yard walls and~~

fences shall be and remain substantially landscaped and sight screened from the front up to the height of the fence or wall.

~~(B) *Side and rear yards.* All walls or fences located between the side building line and the side lot line (the required side yard) and all fences located between the rear building line and rear lot line (the required rear yard) shall not exceed four (4) feet in height except for a required street side yard of a corner lot and the required rear street yard of a through lot where they shall conform to the provisions of subsection (A) above, or except as otherwise permitted for retaining walls in subsection (G) below. No walls other than permitted retaining walls are permitted in the required rear yard of waterfront lots; however, walls are permitted in the rear yards of interior lots but shall not exceed four (4) feet in height above grade as measured from the lowest adjacent grade, unless otherwise permitted as a retaining wall pursuant to subsection (G) below. Except as set forth in subsection (A) above, hedges located along the side property lines shall not exceed sixteen (16) feet in height to a point located twenty five (25) feet from the seawall, bulkhead line, fill line or mean high water line of the waters of Lake Worth (including Spanish River) or the Atlantic Ocean ("the 25 foot zone"), whichever is closer to the structure, from which point to the actual seawall, bulkhead line, fill line or mean high water line of the waters of Lake Worth or the Atlantic Ocean, hedges are allowed at a maximum height of four (4) feet above grade as measured from the lowest adjacent grade. However, in those cases where the two (2) adjacent property owners wish to maintain the subject hedge at a height greater than four (4) feet, they may jointly apply for a waiver from the 25-foot zone provision. Granting of this waiver shall be administratively approved by the Town Manager upon submission of the waiver application on Town provided forms. Either property owner may revoke his/her consent to the waiver at any time. Furthermore, a waiver from the 25-foot zone does not run with the land and is not binding on any future owner. All hedges must be properly trimmed and maintained at all times.~~

~~(C) *Street right-of-way.* No wall or fence shall be located closer than five (5) feet to any street right-of-way and no hedge shall be located closer than two and one-half (2½) feet from any street right-of-way. However, any wall, fence or hedge that is in~~

~~existence as of May 26, 2009, which shall be made nonconforming at the passage of this chapter or any applicable amendment thereto, except for hedge height which must conform to current regulations, may be continued subject to the provisions of Section 151.643.~~

~~(D) *Plantings*. No plantings on or within five (5) feet of any front or rear yard wall or fence shall exceed the height herein allowed for such walls or fences, except for trees. The height of plantings located within five (5) feet of a side yard wall or fence shall be limited in accordance with subsection (B) hereinabove, except for trees. The height of hedges located within the required front yard shall be limited in accordance with subsection (A) hereinabove.~~

~~(E) *Gateposts*. Gateposts not exceeding three (3) feet in any horizontal dimension may be erected and/or constructed in connection with the erection and/or construction of a wall or fence, the gateposts not to exceed two (2) feet above that maximum height permitted for the wall or fence immediately contiguous to such gateposts.~~

~~(F) *Driveway gates*. Gates constructed at driveway entrances or that are intended for vehicular traffic of any kind shall all be considered "driveway gates" for the purposes of this section and must conform to the following requirements:~~

- ~~(1) Driveway gates must either slide along the ground or swing horizontally in order to open and close;~~
- ~~(2) Driveway gates must remain entirely on the lot or lot of record upon which they are installed;~~
- ~~(3) At no time shall any driveway gate, while open, closed or in the process of opening or closing, or while at rest, encroach upon any street right-of-way or adjacent property;~~
- ~~(4) Driveway gates must be installed in such a manner as to provide a minimum driveway area in front of and perpendicular to such gates of a size no less than nine (9) feet wide by twenty (20) feet deep, as measured from the street right-of-way line;~~

~~(5) Driveway gates shall be constructed of materials that allow the transmission of light and air through fifty (50) percent or greater of the surface area, distributed evenly;~~

~~(6) Rail spacing of driveway gates shall be approximately four (4) inches or greater, exclusive of decorative elements and finials.~~

~~(7) No such driveway gates shall exceed the height limitations for walls and fences as set forth in subsection (A) hereinabove. Driveway gateposts shall not exceed the maximum height of six (6) feet as measured from the adjacent grade.~~

~~(G) *Retaining walls.* Retaining walls without additional structures may be constructed in conjunction with the "new construction" or "substantial improvement" of a building at a maximum height required to comply with the property's applicable grade or zero datum elevation (as defined in Section 151.003), in accordance with the most current Flood Insurance Rate Map promulgated by the Federal Emergency Management Agency (FEMA). Prior to the issuance of a certificate of completion or certificate of occupancy for the associated residence, a complete as-built survey of the retaining wall, certified by a Florida-licensed engineer retained by the property owner, shall be provided to the Town. The engineer's certification required by this subsection must verify that all on-site retention requirements are being met without adverse drainage effects to adjacent neighboring properties.~~

~~(1) Additional structures or hedge material on top of or adjacent to retaining walls. Fences, railings, gates, or hedges may be constructed on top of or adjacent to retaining walls in conformance with the maximum height requirement provided below. Any fences, gates, or railings constructed on or adjacent to retaining walls pursuant to this paragraph must allow the transmission of light and air through fifty (50) percent or greater of the surface area. No privacy walls may be constructed on top of or adjacent to retaining walls.~~

~~(2) Maximum height requirement of retaining walls and additional structures. The maximum height of retaining walls plus any additional structures, such as fences, railings, gates, or hedge material may not exceed the maximum allowable heights for walls, fences, or hedges in the property's front, side, or~~

~~rear yard as provided in Subsections (A) or (B) above. Height shall be measured from the lowest adjacent grade, except for swimming pool fences or retaining wall railings required by the Florida Building Code or other applicable code, which shall be measured in accordance with the requirements of the Florida Building Code or other applicable code.~~

~~**§ 151.267 BULKHEAD LINE.**~~

~~No structures shall be located, erected or constructed seaward of any established bulkhead or bulkhead line, except erosion control devices such as bulkheads, groins or jetties.~~

~~**§ 151.268 UTILITY SERVICE LINES.**~~

~~All utility service lines and mains, including water, sewer, storm drainage, solid waste, telephone, cable television, gas, electrical and the like, shall be installed and maintained underground.~~

**§§ 151.250 ~~151.269~~—151.289 - RESERVED.**

**Section 4.** For clarity and specificity, Lot 1300 located east of Land's End Road currently zoned R-C1 is not included in this rezoning exercise and will retain its R-C1 zoning designation. Only the portion of the lot identified with the address of 1300 which is physically located west of Lands End Road and which is currently zoned R3-A will be rezoned to R1-D.

**Section 5.** Each and every other section and subsection of Chapter 151. Zoning, shall remain in full force and effect as previously adopted.

**Section 6.** All ordinances or parts of ordinances in conflict with this ordinance are repealed.

**Section 7.** If any section or provision of this ordinance, any paragraph, sentence or word is declared invalid by a court of competent jurisdiction, the decision shall not affect the validity of the remainder of this ordinance.

**Section 8.** Specific authority is hereby given to codify this ordinance into the Code of Ordinances of the Town of Manalapan.

**Section 9.** This ordinance will take effect immediately upon adoption.



## **TOWN OF MANALAPAN AGENDA ITEM SUMMARY**

**Meeting Date:** May 12<sup>th</sup>, 2026  
**Agenda Item No.:** LPA -b. Local Planning Agency  
**Agenda Item Name:** **Ordinance #402**

**ACTION REQUESTED:** Discussion  Action

### **BACKGROUND:**

**Ordinance #402** - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE MANALAPAN CODE OF ORDINANCES AT CHAPTER 151. ZONING. CREATING AN ENTIRELY NEW DIVISION “BOATS, BOATHOUSES, DOCKS, BULKHEADS” UTILIZING RESERVED CODE SECTIONS 151.585 THROUGH 151.600; RELOCATING ALL EXISTING BOAT, DOCK, BOATHOUSE AND BULKHEAD ZONING REGULATIONS INTO THIS ONE NEW DIVISION; DIVIDING THE TOWN INTO 16 WATERWAY ZONES BASED ON CURRENT CODE REQUIREMENTS FOR DOCKS; REPEALING THE RELOCATED CODE PROVISIONS FROM EACH ZONING DISTRICT’S SET OF CODES; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 151. ZONING. 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.

### **ATTACHMENT:**

- Ordinance #402

**ORDINANCE NO. 402**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE MANALAPAN CODE OF ORDINANCES AT CHAPTER 151. ZONING. CREATING AN ENTIRELY NEW DIVISION “BOATS, BOATHOUSES, DOCKS, BULKHEADS” UTILIZING RESERVED CODE SECTIONS 151.585 THROUGH 151.600; RELOCATING ALL EXISTING BOAT, DOCK, BOATHOUSE AND BULKHEAD ZONING REGULATIONS INTO THIS ONE NEW DIVISION; DIVIDING THE TOWN INTO 16 WATERWAY ZONES BASED ON CURRENT CODE REQUIREMENTS FOR DOCKS; REPEALING THE RELOCATED CODE PROVISIONS FROM EACH ZONING DISTRICT’S SET OF CODES; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 151. ZONING. 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.**

**WHEREAS**, Town Staff has undertaken a comprehensive review of the Town’s Zoning Code, including each zoning district; and

**WHEREAS**, the result of this comprehensive review is a recommendation to the Town Commission to consolidate all Town boat, dock, and bulkhead codes into one single division which divides the Town into “Waterway Zones” based on current dock regulations throughout the Town; and

**WHEREAS**, it is further recommended to thereafter repeal the relocated boat, dock, and bulkhead code provisions out of each individual zoning district’s set of codes; and

**WHEREAS**, upon the recommendation of Town zoning and administration staff, the Town Commission has determined that the amendments to the Town’s zoning code contained in this ordinance are in the best interests of the citizens of the Town of Manalapan.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, THAT:**

**Section 1.** The foregoing recitals are hereby adopted as the legislative findings of the Town Commission and are hereby made a part of this ordinance as if they were fully

stated in this section.

**Section 2.** The Code of Ordinances of the Town of Manalapan, Florida, is hereby amended at Chapter 151. Zoning, by creating an entirely new Division entitled “Boats, Boathouses, Docks, Bulkheads;” utilizing reserved code sections 151.585 et seq.; Dividing the Town into separate and distinct waterway zones; providing regulations; providing that Boats, Boathouses, Docks, Bulkheads shall hereafter read as follows:

## **BOATS, BOATHOUSES, DOCKS, BULKHEADS**

**Sec. 151.585 WATERWAY ZONE W-1 (Lands End Road, West Side Only, 1225 through 1735 - Zoning District R1-D, Portions Formerly R1-F, Portions Formerly R3-A).**

### **1. BOATS AND TRAILERS.**

No boats or trailers of any kind shall be kept, maintained or stored on any lot or lot of record except within an enclosed garage or except when docked or moored. These restrictions shall not apply to the storage of non-motorized boats (by way of example and not limitation, kayaks and paddle-boards) which are either screened from the view of abutting neighbors or residences located on the opposite waterbody bank, or which are kept on or adjacent to a dock or seawall.

### **2. BOATHOUSES; DOCKS.**

(A) Boathouses. Boathouses are not permitted.

(B) Docks. No dock shall be located, erected, constructed, added on to, expanded, extended, replaced, reconstructed or altered upon or projecting from any lot or lot of record unless in strict conformance with DEP and ACOE permit regulations. A permit from these agencies is required prior to issuance of a permit by the Town. Additionally, the construction, alteration and the like of all docks must meet the following Town regulations:

(1) All docks projecting from any lot or lot of record located on the west side of Lands End Road shall project waterward from the associated lot or lot of record or seawall, a minimum length necessary (evidenced by bathymetric surveys)

- to reach a terminus and mooring area located in a water depth of three (3) feet of water at MLW. The maximum length of any such dock projecting from any lot or lot of record on the west side of Lands End Road is eighty (80) feet.
- (a) The required bathymetric surveys shall be taken from the seawall of the subject lot out across the water for a distance sufficient to demonstrate the width of the navigable waterway or channel (as defined in Section 151.003) in order to demonstrate that the dock in question will not prevent passage through the waterway or channel.
- (b) Three (3) bathymetric surveys, one (1) each, shall be taken parallel to and originating from each lot line and the point from which the dock is to project in order to meet the above requirements.
- (2) Notwithstanding the minimum and maximum dock lengths provided for this zoning district, no dock shall project waterward to the extent where its terminus and mooring area with associated boatlift(s), dolphin and other piling project into any U.S. Coast Guard defined and marked navigational channel or charted navigational channel.
- (3) Conventional docks including the stem shall be centered on the lot or lot of record or within ten (10) feet of such center point and shall run parallel with the side lot lines of the lot or lot of record on which it is located. On a lot or lot of record having a width of three hundred (300) feet or greater, the proposed dock need not be centered but the dock and any portion of the dock, including any associated dock accessory structures, vessel-lifting devices, or dolphin pilings, must be setback no less than fifty (50) feet from the extended side lot line of any lot or lot of record from which such dock projects.
- (4) No dock finger or projection shall extend from the stem of a dock unless it is in a "T" or "L" configuration located at the furthest waterward projection of the dock, the total waterward projection of the stem and "T" or "L" addition not to exceed the maximum waterward projection specified herein above with the maximum terminus width limited to fifty (50) feet. However, if the subject dock projects from a lot or lot of record having a width greater than or equal to three hundred (300) feet, a maximum dock terminus width of seventy-five (75) feet

- shall be permitted so long as the dock or any portion of the dock, including any associated dock accessory structures, vessel-lifting devices, or dolphin pilings, is setback at least fifty (50) feet from the extended side lot lines.
- (5) Davits are not permitted; other dock accessory structures and vessel-lifting devices (boat elevators, boatlifts, platforms, and personal watercraft lifts) are permitted. Those dock accessory structures consisting of a flat surface or platform shall be included in all calculations related to a dock's size, location, maximum allowable width, and compliance with side setbacks. Those dock accessory structures or vessel-lifting devices of a conventional design that generally consist of separate beams or rails supported by pilings (including boatlifts, boat elevators, and personal watercraft lifts) shall only be included in calculations related to a dock's maximum allowable width, and compliance with side setbacks. The limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to any dock accessory structure or vessel-lifting device as part of the conventional or floating dock.
- (6) No gear, trash receptacle or equipment shall be permitted on any dock. Equipment specifically excludes power stations, fueling stations, ladders, water hoses, mooring lines, whips and bumper cushions.
- (7) Dock boxes may be used but only attached abutting the seawall or located at the landward dock extremity; no dock box may be higher than thirty (30) inches and greater than twenty-four (24) cubic feet.
- (8) Only one (1) bench placed on a dock is permitted provided such bench is not more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
- (9) Dock color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.
- (10) No surface of any dock shall be constructed or project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
- (11) Floating docks are permissible, provided the following regulations are met:

- (a) The width of the surface of each floating dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet with a total length not to exceed fourteen (14) feet except for concrete floating docks which shall not exceed eight (8) feet in width and fourteen (14) feet in length.
- (b) Each floating dock shall have a light positioned on a post located at each corner that projects into the water. Each light installed shall be maintained in good working order, shall cast a clear white or yellow light, shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens, shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.
- (c) A licensed engineer shall certify that each floating dock shall be designed and constructed to meet the same standards applicable to conventional, stationary docks as related to the dock's ability to withstand the effects of a storm event.
- (d) Each floating dock shall be designed so as to incorporate neoprene rollers, rubber washers or similar noise reduction components in all hinges and connections and between all parts of the dock to prevent any noise; and all pilings supporting the floating dock shall be positioned on the inside of the dock.
- (e) A floating dock attached to, adjacent to, or associated with a conventional dock shall be considered one (1) dock. As such, the aggregate length of the conventional dock and floating dock shall not exceed the allowable maximum length set forth elsewhere in this section, and the limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to the floating dock as part of the conventional dock.
- (12) No dock, dolphin pilings and/or boat or water vessel attached to it shall prevent passage through any navigable water channel or way as evidenced by

bathymetric surveys which shall indicate the location and width of any navigable channel or way with respect to such dock.

- (13) Docks are permitted to be accessory uses only and no more than one (1) dock, as an accessory use, may be on or project from any lot or lot of record. See also the definition of "ACCESSORY USE or BUILDINGS or STRUCTURES", and "DOCK". Any dock that is constructed prior to the principal single family residence or that remains on an otherwise vacant lot or lot of record may be used only by the owner of said lot or lot of record, and may only remain and be so used for a maximum of two years prior to the issuance of a certificate of occupancy for the principal single family residence. The Town Commission may extend the two-year limit when a public need for such extension has been demonstrated to the satisfaction of the Town Commission, on a case-by-case basis. The two-year period shall commence on the date that the Building Official issues a certificate of completion for the dock on the otherwise vacant lot. Regardless of the timing, all such docks shall be maintained pursuant to all applicable Town codes and building codes for construction and maintenance of docks.
- (14) No dock or portion of a dock, including any dock accessory structure, vessel-lifting device, or dolphin piling, shall be located closer than twenty-five (25) feet to any other dock or portion thereof or any other dock's accessory structure, vessel-lifting device, or dolphin pilings or to any other lot or lot of record to which such dock is not accessory or to the closest portion of the side lot lines of the lot or lot of record from which the dock projects or the waterward projection or extension of such side lot lines; except a shorter setback of up to not less than fifteen (15) feet may be permitted only to the extent necessary in order for the dock to be permitted by any other governmental body or agency having jurisdiction due to the location of sea grasses or due to the depth of the water or due to any other Town recognized environmental concern or matter.
- (15) Each dock shall have a light at its terminus and all light(s) installed shall be maintained in good working order, shall cast a clear white or yellow light, and shall not exceed the intensity of a forty (40) watt tungsten filament incandescent

or equivalent (less than or equal to four hundred eighty (480) lumens. All dock lights shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

(C) Docking boats.

(1) No boat, ship or water vessel exceeding in length fifty (50) percent of the bulkhead length of any lot shall be docked at any dock on or projecting from such lot.

(2) No portion of any docked boat, ship or water vessel shall project closer than twenty five (25) feet to the closest portions of the side lot line of any lot or lot of record to which such dock is accessory or the waterward projection or extension of such side lot lines or closer than twenty five (25) feet to any lot or lot of record to which such dock is not accessory.

(3) The total of the length of any and all boats, ships or water vessels docked at any dock at any given time shall not exceed in length fifty (50) percent of the bulkhead length of the lot to which such dock is accessory and in no event shall any more than three (3) boats, ships or water vessels be docked at, tied to or rafted to any dock at any one time.

(4) No boat, ship or water vessel keel or hull may be supported, elevated, suspended or otherwise placed or maintained more than twelve (12) inches above the surface of and out of the water at high tide.

(5) No boat, ship or water vessel or any part thereof shall be placed, stored, or maintained upon the surface of any dock.

(6) Houseboats are strictly prohibited.

(D) Fishing piers. A fishing pier is permitted as an accessory use and structure only where a dock is not established and cannot be established in conformance with all applicable statutes, ordinances, rules and regulations. No pier shall be located, erected, construction, added on to, expanded, extended, replaced, reconstructed or altered upon or projection from any lot or lot of record unless in

strict conformance with the following and all other applicable statutes, ordinances, rules and regulations.

- (1) No piers other than fishing piers are permitted.
- (2) No fishing pier shall project waterward from any lot, lot of record or seawall, whichever is less, more than twenty (20) feet, provided, however, if the terminus of such fishing pier is unable to project six (6) feet beyond the mean high water line or the boles (trunks) of any proximate (within ten (10) feet) mangroves, then the length of such fishing pier may be extended waterward so its terminus does reach six (6) feet of length beyond such mean high water line or boles of such proximate mangroves, whichever is further, but in no event shall any fishing pier project waterward more than thirty-five (35) feet.
- (3) The width of the surface of each fishing pier shall be four (4) feet, no less and no more; and no portion of any fishing pier, except its integrated structural piling, shall horizontally project beyond the surface or perpendicular plane of the edge of the surface.
- (4) The stem of each fishing pier shall be straight from beginning to end (terminus).
- (5) The stem of each fishing pier shall be centered on the lot line of the lot or lot of record from which it projects waterward, or within ten (10) feet of such center point.
- (6) The stem of each fishing pier shall be perpendicular to the seawall or, if no seawall, perpendicular to the average projection of the lot or lot of record running parallel to the water.
- (7) No fishing pier finger or other projection shall extend from the stem of a fishing pier unless it is in a "T" or "L" configuration located at the furthest waterward projection of the fishing pier, the total waterward projection of the stem and "T" or "L" addition not to exceed the maximum waterward projection allowed, and the total dimensions of such terminus not to exceed twelve (12) feet in length at the required four (4) feet in width for a maximum total area of forty-eight (48) square feet.

- (8) The surface of any fishing pier shall not project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
- (9) Only hand rail facilities with stanchions and hand rails not exceeding in diameter one and one-half (1½) inches and with attached required lighting shall project in height above the surface of the fishing pier. Fishing pier pilings shall not project above the surface of the fishing pier. The hand rail facility may include intermediate rail(s) or cable(s) parallel to and between the hand rail and surface of the fishing pier.
- (10) Hand rail facilities shall enclose the fishing pier in its entirety. Hand rail facilities shall be as inconspicuous as practicable. Hand rails shall be forty-two (42) inches, no more and no less, above the surface of the fishing pier and shall be designed, constructed and maintained for only the following purposes: safety, precluding use of the fishing pier as a dock, and providing as little visual and aesthetic impact as possible. Hand rails shall be and be maintained without break or interruption.
- (11) No ladders, either fixed or removable, shall be permitted except one (1) safety ladder may be attached to or built into the fishing pier piling immediately landward of either the mean high water line or seaward of the boles of any proximate mangroves, whichever is more seaward.
- (12) No boat or watercraft shall be permitted to be tied to, elevated at or from, or moored on, at or under any fishing pier at any time.
- (13) No gear, trash receptacle, equipment, boat or watercraft or other personal property shall be permitted in or on any fishing pier, provided, however, fishing tackle and gear are permitted only so long as the fishing pier is in fact actually in use for fishing by a fisherperson.
- (14) Only one (1) bench placed at the terminus of a fishing pier is permitted, provided such bench is no more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
- (15) No fish cleaning tables are permitted in or on any fishing pier.

- (16) Fishing pier color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.
- (17) Fishing piers are permitted to be accessory uses and accessory structures only and no more than one (1) fishing pier as an accessory use and structure may be on or project from any lot or lot of record.
- (18) No fishing pier or portion of a fishing pier shall be located closer than twenty-five (25) feet to any other fishing pier or portion thereof or any dock or portion thereof or any dolphin pilings for any dock or to any other lot or lot of record to which such fishing pier is not accessory or to the closest portion of the side lot line of the lot or lot of record from which the dock projects or the waterward projection or extension of such lot line.
- (19) Each fishing pier shall have solely and only one (1) light, which light shall be located at its terminus, shall be maintained in good working order, shall cast a clear white or yellow light, not to exceed sixty (60) watts, shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project over the fishing pier surface higher than forty-eight (48) inches, shall be connected to a post of the hand railing and shall deflect not less than forty-five (45) degrees down.
- (20) No utilities other than electric service solely and only for the required one (1) light shall be allowed in, on or attached to any fishing pier.

### **3. BULKHEAD LINE.**

No structures shall be located, erected or constructed seaward of any established bulkhead or bulkhead line, except erosion control devices such as bulkheads, groins or jetties.

## **Sec. 151.586 WATERWAY ZONE W-2 (Lands End Road, South End East Side Only, 1700 through 1730 - Zoning District R1-D, Formerly R1-F).**

### **1. BOATS AND TRAILERS.**

No boats or trailers of any kind shall be kept, maintained or stored on any lot or lot of record except within an enclosed garage or except when docked or moored. These restrictions shall not apply to the storage of non-motorized boats (by way of example and

not limitation, kayaks and paddle-boards) which are either screened from the view of abutting neighbors or residences located on the opposite waterbody bank, or which are kept on or adjacent to a dock or seawall.

## **2. BOATHOUSES; DOCKS.**

A. Boathouses. Boathouses are not permitted.

B. Docks. No dock shall be located, erected, constructed, added on to, expanded, extended, replaced, reconstructed or altered upon or projecting from any lot or lot of record unless in strict conformance with DEP and ACOE permit regulations. A permit from these agencies is required prior to issuance of a permit by the Town. Additionally, the construction, alteration and the like of all docks must meet the following Town regulations:

(1) Docks shall project a minimum length necessary to reach a terminus and mooring area located in a water depth of three (3) feet at mean low water (MLW) evidenced by bathymetric surveys, and may project no more than seventy-five (75) feet, inclusive of dolphin pilings for lots 1700—1730 as depicted on the Official Town Zoning Map.

(a) The required bathymetric surveys shall be taken from the seawall of the subject lot out across the water for a distance sufficient to demonstrate the width of the navigable waterway or channel (as defined in Section 151.003) in order to demonstrate that the dock in question will not prevent passage through the waterway or channel.

(b) Three (3) bathymetric surveys, one (1) each, shall be taken parallel to and originating from each lot line and the point from which the dock is to project in order to meet the above requirements.

(2) Notwithstanding the minimum and maximum dock lengths provided for this zoning district, no dock shall project waterward to the extent where its terminus and mooring area with associated boatlift(s), dolphin and other piling project into any U.S. Coast Guard defined and marked navigational channel or chartered navigational channel.

(3) Conventional docks including the stem shall be centered on the lot or lot of record or within ten (10) feet of such center point and shall run parallel with the

side lot lines of the lot or lot of record on which it is located. On a lot or lot of record having a width of three hundred (300) feet or greater, the proposed dock need not be centered but the dock and any portion of the dock, including any associated dock accessory structures, vessel-lifting devices, or dolphin pilings, must be setback no less than fifty (50) feet from the extended side lot line of any lot or lot of record from which such dock projects.

- (4) No dock finger or projection shall extend from the stem of a dock unless it is in a "T" or "L" configuration located at the furthest waterward projection of the dock, the total waterward projection of the stem and "T" or "L" addition not to exceed the maximum waterward projection specified herein above with the maximum terminus width limited to fifty (50) feet. However, if the subject dock projects from a lot or lot of record having a width greater than or equal to three hundred (300) feet, a maximum dock terminus width of seventy-five (75) feet shall be permitted so long as the dock or any portion of the dock, including any associated dock accessory structures, vessel-lifting devices, or dolphin pilings, is setback at least fifty (50) feet from the extended side lot lines.
- (5) Davits are not permitted; other dock accessory structures and vessel-lifting devices (boat elevators, boatlifts, platforms, and personal watercraft lifts) are permitted. Those dock accessory structures consisting of a flat surface or platform shall be included in all calculations related to a dock's size, location, maximum allowable width, and compliance with side setbacks. Those dock accessory structures or vessel-lifting devices of a conventional design that generally consist of separate beams or rails supported by pilings (including boatlifts, boat elevators, and personal watercraft lifts) shall only be included in calculations related to a dock's maximum allowable width, and compliance with side setbacks. The limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to any dock accessory structure or vessel-lifting device as part of the conventional or floating dock.
- (6) No gear, trash receptacle or equipment shall be permitted on any dock. Equipment specifically excludes power stations, fueling stations, ladders, water hoses, mooring lines, whips and bumper cushions.

- (7) Dock boxes may be used but only attached abutting the seawall or located at the landward dock extremity; no dock box may be higher than thirty (30) inches and greater than twenty-four (24) cubic feet.
- (8) Only one (1) bench placed on a dock is permitted provided such bench is not more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
- (9) Dock color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.
- (10) No surface of any dock shall be constructed or project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
- (11) Floating docks are permissible, provided the following regulations are met:
- (a) The width of the surface of each floating dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet with a total length not to exceed fourteen (14) feet except for concrete floating docks which shall not exceed eight (8) feet in width and fourteen (14) feet in length.
  - (b) Each floating dock shall have a light positioned on a post located at each corner that projects into the water. Each light installed shall be maintained in good working order, shall cast a clear white or yellow light, shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens, shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.
  - (c) A licensed engineer shall certify that each floating dock shall be designed and constructed to meet the same standards applicable to conventional, stationary docks as related to the dock's ability to withstand the effects of a storm event.
  - (d) Each floating dock shall be designed so as to incorporate neoprene rollers, rubber washers or similar noise reduction components in all hinges and

connections and between all parts of the dock to prevent any noise; and all pilings supporting the floating dock shall be positioned on the inside of the dock.

(e) A floating dock attached to, adjacent to, or associated with a conventional dock shall be considered one (1) dock. As such, the aggregate length of the conventional dock and floating dock shall not exceed the allowable maximum length set forth elsewhere in this section, and the limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to the floating dock as part of the conventional dock.

(12) No dock, dolphin pilings and/or boat or water vessel attached to it shall prevent passage through any navigable water channel or way as evidenced by bathymetric surveys which shall indicate the location and width of any navigable channel or way with respect to such dock.

(13) Docks are permitted to be accessory uses only and no more than one (1) dock, as an accessory use, may be on or project from any lot or lot of record. See also the definition of "ACCESSORY USE or BUILDINGS or STRUCTURES", and "DOCK". Any dock that is constructed prior to the principal single family residence or that remains on an otherwise vacant lot or lot of record may be used only by the owner of said lot or lot of record, and may only remain and be so used for a maximum of two years prior to the issuance of a certificate of occupancy for the principal single family residence. The Town Commission may extend the two-year limit when a public need for such extension has been demonstrated to the satisfaction of the Town Commission, on a case-by-case basis. The two-year period shall commence on the date that the Building Official issues a certificate of completion for the dock on the otherwise vacant lot. Regardless of the timing, all such docks shall be maintained pursuant to all applicable Town codes and building codes for construction and maintenance of docks.

(14) No dock or portion of a dock, including any dock accessory structure, vessel-lifting device, or dolphin piling, shall be located closer than twenty-five (25) feet

to any other dock or portion thereof or any other dock's accessory structure, vessel-lifting device, or dolphin pilings or to any other lot or lot of record to which such dock is not accessory or to the closest portion of the side lot lines of the lot or lot of record from which the dock projects or the waterward projection or extension of such side lot lines; except a shorter setback of up to not less than fifteen (15) feet may be permitted only to the extent necessary in order for the dock to be permitted by any other governmental body or agency having jurisdiction due to the location of sea grasses or due to the depth of the water or due to any other Town recognized environmental concern or matter.

- (15) Each dock shall have a light at its terminus and all light(s) installed shall be maintained in good working order, shall cast a clear white or yellow light, and shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens. All dock lights shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

(C) Docking boats.

- (1) No boat, ship or water vessel exceeding in length fifty (50) percent of the bulkhead length of any lot shall be docked at any dock on or projecting from such lot.
- (2) No portion of any docked boat, ship or water vessel shall project closer than twenty (20) feet to the closest portions of the side lot line of any lot or lot of record to which such dock is accessory or the waterward projection or extension of such side lot lines or closer than twenty (20) feet to any lot or lot of record to which such dock is not accessory.
- (3) The total of the length of any and all boats, ships or water vessels docked at any dock at any given time shall not exceed in length fifty (50) percent of the bulkhead length of the lot to which such dock is accessory and in no event shall any more than three (3) boats, ships or water vessels be docked at, tied to or rafted to any dock at any one time.

- (4) No boat, ship or water vessel keel or hull may be supported, elevated, suspended or otherwise placed or maintained more than twelve (12) inches above the surface of and out of the water at high tide.
- (5) No boat, ship or water vessel or any part thereof shall be placed, stored, or maintained upon the surface of any dock.
- (6) Houseboats are strictly prohibited.

(D) Fishing piers. A fishing pier is permitted as an accessory use and structure only where a dock is not established and cannot be established in conformance with all applicable statutes, ordinances, rules and regulations. No pier shall be located, erected, construction, added on to, expanded, extended, replaced, reconstructed or altered upon or projection from any lot or lot of record unless in strict conformance with the following and all other applicable statutes, ordinances, rules and regulations.

- (1) No piers other than fishing piers are permitted.
- (2) No fishing pier shall project waterward from any lot, lot of record or seawall, whichever is less, more than twenty (20) feet, provided, however, if the terminus of such fishing pier is unable to project six (6) feet beyond the mean high water line or the boles (trunks) of any proximate (within ten (10) feet) mangroves, then the length of such fishing pier may be extended waterward so its terminus does reach six (6) feet of length beyond such mean high water line or boles of such proximate mangroves, whichever is further, but in no event shall any fishing pier project waterward more than thirty-five (35) feet.
- (3) The width of the surface of each fishing pier shall be four (4) feet, no less and no more; and no portion of any fishing pier, except its integrated structural piling, shall horizontally project beyond the surface or perpendicular plane of the edge of the surface.
- (4) The stem of each fishing pier shall be straight from beginning to end (terminus).
- (5) The stem of each fishing pier shall be centered on the lot line of the lot or lot of record from which it projects waterward, or within ten (10) feet of such center point.

- (6) The stem of each fishing pier shall be perpendicular to the seawall or, if no seawall, perpendicular to the average projection of the lot or lot of record running parallel to the water.
- (7) No fishing pier finger or other projection shall extend from the stem of a fishing pier unless it is in a "T" or "L" configuration located at the furthest waterward projection of the fishing pier, the total waterward projection of the stem and "T" or "L" addition not to exceed the maximum waterward projection allowed, and the total dimensions of such terminus not to exceed twelve (12) feet in length at the required four (4) feet in width for a maximum total area of forty-eight (48) square feet.
- (8) The surface of any fishing pier shall not project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
- (9) Only hand rail facilities with stanchions and hand rails not exceeding in diameter one and one-half (1½) inches and with attached required lighting shall project in height above the surface of the fishing pier. Fishing pier pilings shall not project above the surface of the fishing pier. The hand rail facility may include intermediate rail(s) or cable(s) parallel to and between the hand rail and surface of the fishing pier.
- (10) Hand rail facilities shall enclose the fishing pier in its entirety. Hand rail facilities shall be as inconspicuous as practicable. Hand rails shall be forty-two (42) inches, no more and no less, above the surface of the fishing pier and shall be designed, constructed and maintained for only the following purposes: safety, precluding use of the fishing pier as a dock, and providing as little visual and aesthetic impact as possible. Hand rails shall be and be maintained without break or interruption.
- (11) No ladders, either fixed or removable, shall be permitted except one (1) safety ladder may be attached to or built into the fishing pier piling immediately landward of either the mean high water line or seaward of the boles of any proximate mangroves, whichever is more seaward.

- (12) No boat or watercraft shall be permitted to be tied to, elevated at or from, or moored on, at or under any fishing pier at any time.
- (13) No gear, trash receptacle, equipment, boat or watercraft or other personal property shall be permitted in or on any fishing pier, provided, however, fishing tackle and gear are permitted only so long as the fishing pier is in fact actually in use for fishing by a fisherperson.
- (14) Only one (1) bench placed at the terminus of a fishing pier is permitted, provided such bench is no more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
- (15) No fish cleaning tables are permitted in or on any fishing pier.
- (16) Fishing pier color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.
- (17) Fishing piers are permitted to be accessory uses and accessory structures only and no more than one (1) fishing pier as an accessory use and structure may be on or project from any lot or lot of record.
- (18) No fishing pier or portion of a fishing pier shall be located closer than twenty-five (25) feet to any other fishing pier or portion thereof or any dock or portion thereof or any dolphin pilings for any dock or to any other lot or lot of record to which such fishing pier is not accessory or to the closest portion of the side lot line of the lot or lot of record from which the dock projects or the waterward projection or extension of such lot line.
- (19) Each fishing pier shall have solely and only one (1) light, which light shall be located at its terminus, shall be maintained in good working order, shall cast a clear white or yellow light, not to exceed sixty (60) watts, shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project over the fishing pier surface higher than forty-eight (48) inches, shall be connected to a post of the hand railing and shall deflect not less than forty-five (45) degrees down.
- (20) No utilities other than electric service solely and only for the required one (1) light shall be allowed in, on or attached to any fishing pier.

### **3. BULKHEAD LINE.**

No structures shall be located, erected or constructed seaward of any established bulkhead or bulkhead line, except erosion control devices such as bulkheads, groins or jetties.

**Sec. 151.587 WATERWAY ZONE W-3 (Lands End Road, South End East Side Only, 1650 through 1690 - Zoning District R1-D, Formerly R1-F).**

**1. BOATS AND TRAILERS.**

No boats or trailers of any kind shall be kept, maintained or stored on any lot or lot of record except within an enclosed garage or except when docked or moored. These restrictions shall not apply to the storage of non-motorized boats (by way of example and not limitation, kayaks and paddle-boards) which are either screened from the view of abutting neighbors or residences located on the opposite waterbody bank, or which are kept on or adjacent to a dock or seawall.

**2. BOATHOUSES; DOCKS.**

A. Boathouses. Boathouses are not permitted.

B. Docks. No dock shall be located, erected, constructed, added on to, expanded, extended, replaced, reconstructed or altered upon or projecting from any lot or lot of record unless in strict conformance with DEP and ACOE permit regulations. A permit from these agencies is required prior to issuance of a permit by the Town. Additionally, the construction, alteration and the like of all docks must meet the following Town regulations:

(1) Docks shall project a minimum length necessary to reach a terminus and mooring area located in a water depth of three (3) feet at mean low water (MLW) evidenced by bathymetric surveys, and may project no more than fifty-five (55) feet inclusive of dolphin pilings for lots 1650—1690 as depicted on the Official Town Zoning Map.

(a) The required bathymetric surveys shall be taken from the seawall of the subject lot out across the water for a distance sufficient to demonstrate the width of the navigable waterway or channel (as defined in Section 151.003) in order to demonstrate that the dock in question will not prevent passage through the waterway or channel.

- (b) Three (3) bathymetric surveys, one (1) each, shall be taken parallel to and originating from each lot line and the point from which the dock is to project in order to meet the above requirements.
- (2) Notwithstanding the minimum and maximum dock lengths provided for this zoning district, no dock shall project waterward to the extent where its terminus and mooring area with associated boatlift(s), dolphin and other piling project into any U.S. Coast Guard defined and marked navigational channel or charted navigational channel.
- (3) Conventional docks including the stem shall be centered on the lot or lot of record or within ten (10) feet of such center point and shall run parallel with the side lot lines of the lot or lot of record on which it is located. On a lot or lot of record having a width of three hundred (300) feet or greater, the proposed dock need not be centered but the dock and any portion of the dock, including any associated dock accessory structures, vessel-lifting devices, or dolphin pilings, must be setback no less than fifty (50) feet from the extended side lot line of any lot or lot of record from which such dock projects.
- (4) No dock finger or projection shall extend from the stem of a dock unless it is in a "T" or "L" configuration located at the furthest waterward projection of the dock, the total waterward projection of the stem and "T" or "L" addition not to exceed the maximum waterward projection specified herein above with the maximum terminus width limited to fifty (50) feet. However, if the subject dock projects from a lot or lot of record having a width greater than or equal to three hundred (300) feet, a maximum dock terminus width of seventy-five (75) feet shall be permitted so long as the dock or any portion of the dock, including any associated dock accessory structures, vessel-lifting devices, or dolphin pilings, is setback at least fifty (50) feet from the extended side lot lines.
- (5) Davits are not permitted; other dock accessory structures and vessel-lifting devices (boat elevators, boatlifts, platforms, and personal watercraft lifts) are permitted. Those dock accessory structures consisting of a flat surface or platform shall be included in all calculations related to a dock's size, location, maximum allowable width, and compliance with side setbacks. Those dock

- accessory structures or vessel-lifting devices of a conventional design that generally consist of separate beams or rails supported by pilings (including boatlifts, boat elevators, and personal watercraft lifts) shall only be included in calculations related to a dock's maximum allowable width, and compliance with side setbacks. The limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to any dock accessory structure or vessel-lifting device as part of the conventional or floating dock.
- (6) No gear, trash receptacle or equipment shall be permitted on any dock. Equipment specifically excludes power stations, fueling stations, ladders, water hoses, mooring lines, whips and bumper cushions.
- (7) Dock boxes may be used but only attached abutting the seawall or located at the landward dock extremity; no dock box may be higher than thirty (30) inches and greater than twenty-four (24) cubic feet.
- (8) Only one (1) bench placed on a dock is permitted provided such bench is not more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
- (9) Dock color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.
- (10) No surface of any dock shall be constructed or project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
- (11) Floating docks are permissible, provided the following regulations are met:
- (a) The width of the surface of each floating dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet with a total length not to exceed fourteen (14) feet except for concrete floating docks which shall not exceed eight (8) feet in width and fourteen (14) feet in length.
- (b) Each floating dock shall have a light positioned on a post located at each corner that projects into the water. Each light installed shall be maintained in good working order, shall cast a clear white or yellow light, shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens, shall

operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

- (c) A licensed engineer shall certify that each floating dock shall be designed and constructed to meet the same standards applicable to conventional, stationary docks as related to the dock's ability to withstand the effects of a storm event.
  - (d) Each floating dock shall be designed so as to incorporate neoprene rollers, rubber washers or similar noise reduction components in all hinges and connections and between all parts of the dock to prevent any noise; and all pilings supporting the floating dock shall be positioned on the inside of the dock.
  - (e) A floating dock attached to, adjacent to, or associated with a conventional dock shall be considered one (1) dock. As such, the aggregate length of the conventional dock and floating dock shall not exceed the allowable maximum length set forth elsewhere in this section, and the limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to the floating dock as part of the conventional dock.
- (12) No dock, dolphin pilings and/or boat or water vessel attached to it shall prevent passage through any navigable water channel or way as evidenced by bathymetric surveys which shall indicate the location and width of any navigable channel or way with respect to such dock.
- (13) Docks are permitted to be accessory uses only and no more than one (1) dock, as an accessory use, may be on or project from any lot or lot of record. See also the definition of "ACCESSORY USE or BUILDINGS or STRUCTURES", and "DOCK". Any dock that is constructed prior to the principal single family residence or that remains on an otherwise vacant lot or lot of record may be used only by the owner of said lot or lot of record, and may only remain and be so used for a maximum of two years prior to the issuance of a certificate of

occupancy for the principal single family residence. The Town Commission may extend the two-year limit when a public need for such extension has been demonstrated to the satisfaction of the Town Commission, on a case-by-case basis. The two-year period shall commence on the date that the Building Official issues a certificate of completion for the dock on the otherwise vacant lot. Regardless of the timing, all such docks shall be maintained pursuant to all applicable Town codes and building codes for construction and maintenance of docks.

(14) No dock or portion of a dock, including any dock accessory structure, vessel-lifting device, or dolphin piling, shall be located closer than twenty-five (25) feet to any other dock or portion thereof or any other dock's accessory structure, vessel-lifting device, or dolphin pilings or to any other lot or lot of record to which such dock is not accessory or to the closest portion of the side lot lines of the lot or lot of record from which the dock projects or the waterward projection or extension of such side lot lines; except a shorter setback of up to not less than fifteen (15) feet may be permitted only to the extent necessary in order for the dock to be permitted by any other governmental body or agency having jurisdiction due to the location of sea grasses or due to the depth of the water or due to any other Town recognized environmental concern or matter.

(15) Each dock shall have a light at its terminus and all light(s) installed shall be maintained in good working order, shall cast a clear white or yellow light, and shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens. All dock lights shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

(C) Docking boats.

(1) No boat, ship or water vessel exceeding in length fifty (50) percent of the bulkhead length of any lot shall be docked at any dock on or projecting from such lot.

(2) No portion of any docked boat, ship or water vessel shall project closer than twenty (20) feet to the closest portions of the side lot line of any lot or lot of record to which such dock is accessory or the waterward projection or extension of such side lot lines or closer than twenty (20) feet to any lot or lot of record to which such dock is not accessory.

(3) The total of the length of any and all boats, ships or water vessels docked at any dock at any given time shall not exceed in length fifty (50) percent of the bulkhead length of the lot to which such dock is accessory and in no event shall any more than three (3) boats, ships or water vessels be docked at, tied to or rafted to any dock at any one time.

(4) No boat, ship or water vessel keel or hull may be supported, elevated, suspended or otherwise placed or maintained more than twelve (12) inches above the surface of and out of the water at high tide.

(5) No boat, ship or water vessel or any part thereof shall be placed, stored, or maintained upon the surface of any dock.

(6) Houseboats are strictly prohibited.

(D) Fishing piers. A fishing pier is permitted as an accessory use and structure only where a dock is not established and cannot be established in conformance with all applicable statutes, ordinances, rules and regulations. No pier shall be located, erected, construction, added on to, expanded, extended, replaced, reconstructed or altered upon or projection from any lot or lot of record unless in strict conformance with the following and all other applicable statutes, ordinances, rules and regulations.

(1) No piers other than fishing piers are permitted.

(2) No fishing pier shall project waterward from any lot, lot of record or seawall, whichever is less, more than twenty (20) feet, provided, however, if the terminus of such fishing pier is unable to project six (6) feet beyond the mean high water line or the boles (trunks) of any proximate (within ten (10) feet) mangroves, then the length of such fishing pier may be extended waterward so its terminus does reach six (6) feet of length beyond such mean high water

- line or boles of such proximate mangroves, whichever is further, but in no event shall any fishing pier project waterward more than thirty-five (35) feet.
- (3) The width of the surface of each fishing pier shall be four (4) feet, no less and no more; and no portion of any fishing pier, except its integrated structural piling, shall horizontally project beyond the surface or perpendicular plane of the edge of the surface.
- (4) The stem of each fishing pier shall be straight from beginning to end (terminus).
- (5) The stem of each fishing pier shall be centered on the lot line of the lot or lot of record from which it projects waterward, or within ten (10) feet of such center point.
- (6) The stem of each fishing pier shall be perpendicular to the seawall or, if no seawall, perpendicular to the average projection of the lot or lot of record running parallel to the water.
- (7) No fishing pier finger or other projection shall extend from the stem of a fishing pier unless it is in a "T" or "L" configuration located at the furthest waterward projection of the fishing pier, the total waterward projection of the stem and "T" or "L" addition not to exceed the maximum waterward projection allowed, and the total dimensions of such terminus not to exceed twelve (12) feet in length at the required four (4) feet in width for a maximum total area of forty-eight (48) square feet.
- (8) The surface of any fishing pier shall not project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
- (9) Only hand rail facilities with stanchions and hand rails not exceeding in diameter one and one-half (1½) inches and with attached required lighting shall project in height above the surface of the fishing pier. Fishing pier pilings shall not project above the surface of the fishing pier. The hand rail facility may include intermediate rail(s) or cable(s) parallel to and between the hand rail and surface of the fishing pier.

- (10) Hand rail facilities shall enclose the fishing pier in its entirety. Hand rail facilities shall be as inconspicuous as practicable. Hand rails shall be forty-two (42) inches, no more and no less, above the surface of the fishing pier and shall be designed, constructed and maintained for only the following purposes: safety, precluding use of the fishing pier as a dock, and providing as little visual and aesthetic impact as possible. Hand rails shall be and be maintained without break or interruption.
- (11) No ladders, either fixed or removable, shall be permitted except one (1) safety ladder may be attached to or built into the fishing pier piling immediately landward of either the mean high water line or seaward of the boles of any proximate mangroves, whichever is more seaward.
- (12) No boat or watercraft shall be permitted to be tied to, elevated at or from, or moored on, at or under any fishing pier at any time.
- (13) No gear, trash receptacle, equipment, boat or watercraft or other personal property shall be permitted in or on any fishing pier, provided, however, fishing tackle and gear are permitted only so long as the fishing pier is in fact actually in use for fishing by a fisherperson.
- (14) Only one (1) bench placed at the terminus of a fishing pier is permitted, provided such bench is no more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
- (15) No fish cleaning tables are permitted in or on any fishing pier.
- (16) Fishing pier color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.
- (17) Fishing piers are permitted to be accessory uses and accessory structures only and no more than one (1) fishing pier as an accessory use and structure may be on or project from any lot or lot of record.
- (18) No fishing pier or portion of a fishing pier shall be located closer than twenty-five (25) feet to any other fishing pier or portion thereof or any dock or portion thereof or any dolphin pilings for any dock or to any other lot or lot of record to which such fishing pier is not accessory or to the closest portion of the side

lot line of the lot or lot of record from which the dock projects or the waterward projection or extension of such lot line.

(19) Each fishing pier shall have solely and only one (1) light, which light shall be located at its terminus, shall be maintained in good working order, shall cast a clear white or yellow light, not to exceed sixty (60) watts, shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project over the fishing pier surface higher than forty-eight (48) inches, shall be connected to a post of the hand railing and shall deflect not less than forty-five (45) degrees down.

(20) No utilities other than electric service solely and only for the required one (1) light shall be allowed in, on or attached to any fishing pier.

### **3. BULKHEAD LINE.**

No structures shall be located, erected or constructed seaward of any established bulkhead or bulkhead line, except erosion control devices such as bulkheads, groins or jetties.

## **Sec. 151.588 WATERWAY ZONE W-4 (Lands End Road, South End East Side Only, 1620 through 1640 - Zoning District R1-D, Formerly R1-F).**

### **1. BOATS AND TRAILERS.**

No boats or trailers of any kind shall be kept, maintained or stored on any lot or lot of record except within an enclosed garage or except when docked or moored. These restrictions shall not apply to the storage of non-motorized boats (by way of example and not limitation, kayaks and paddle-boards) which are either screened from the view of abutting neighbors or residences located on the opposite waterbody bank, or which are kept on or adjacent to a dock or seawall.

### **2. BOATHOUSES; DOCKS.**

A. *Boathouses.* Boathouses are not permitted.

B. *Docks.* No dock shall be located, erected, constructed, added on to, expanded, extended, replaced, reconstructed or altered upon or projecting from any lot or lot of record unless in strict conformance with DEP and ACOE permit regulations. A permit from these agencies is required prior to issuance of a permit by the Town.

Additionally, the construction, alteration and the like of all docks must meet the following Town regulations:

(1) Docks shall project a minimum length necessary to reach a terminus and mooring area located in a water depth of three (3) feet at mean low water (MLW) evidenced by bathymetric surveys, and may project no more than thirty-five (35) feet inclusive of dolphin pilings for lots 1620—1640 as depicted on the Official Town Zoning Map.

(a) The required bathymetric surveys shall be taken from the seawall of the subject lot out across the water for a distance sufficient to demonstrate the width of the navigable waterway or channel (as defined in Section 151.003) in order to demonstrate that the dock in question will not prevent passage through the waterway or channel.

(b) Three (3) bathymetric surveys, one (1) each, shall be taken parallel to and originating from each lot line and the point from which the dock is to project in order to meet the above requirements.

(2) Notwithstanding the minimum and maximum dock lengths provided for this zoning district, no dock shall project waterward to the extent where its terminus and mooring area with associated boatlift(s), dolphin and other piling project into any U.S. Coast Guard defined and marked navigational channel or charted navigational channel.

(3) Conventional docks including the stem shall be centered on the lot or lot of record or within ten (10) feet of such center point and shall run parallel with the side lot lines of the lot or lot of record on which it is located. On a lot or lot of record having a width of three hundred (300) feet or greater, the proposed dock need not be centered but the dock and any portion of the dock, including any associated dock accessory structures, vessel-lifting devices, or dolphin pilings, must be setback no less than fifty (50) feet from the extended side lot line of any lot or lot of record from which such dock projects.

(4) No dock finger or projection shall extend from the stem of a dock unless it is in a "T" or "L" configuration located at the furthest waterward projection of the dock, the total waterward projection of the stem and "T" or "L" addition not to

- exceed the maximum waterward projection specified herein above with the maximum terminus width limited to fifty (50) feet. However, if the subject dock projects from a lot or lot of record having a width greater than or equal to three hundred (300) feet, a maximum dock terminus width of seventy-five (75) feet shall be permitted so long as the dock or any portion of the dock, including any associated dock accessory structures, vessel-lifting devices, or dolphin pilings, is setback at least fifty (50) feet from the extended side lot lines.
- (5) Davits are not permitted; other dock accessory structures and vessel-lifting devices (boat elevators, boatlifts, platforms, and personal watercraft lifts) are permitted. Those dock accessory structures consisting of a flat surface or platform shall be included in all calculations related to a dock's size, location, maximum allowable width, and compliance with side setbacks. Those dock accessory structures or vessel-lifting devices of a conventional design that generally consist of separate beams or rails supported by pilings (including boatlifts, boat elevators, and personal watercraft lifts) shall only be included in calculations related to a dock's maximum allowable width, and compliance with side setbacks. The limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to any dock accessory structure or vessel-lifting device as part of the conventional or floating dock.
- (6) No gear, trash receptacle or equipment shall be permitted on any dock. Equipment specifically excludes power stations, fueling stations, ladders, water hoses, mooring lines, whips and bumper cushions.
- (7) Dock boxes may be used but only attached abutting the seawall or located at the landward dock extremity; no dock box may be higher than thirty (30) inches and greater than twenty-four (24) cubic feet.
- (8) Only one (1) bench placed on a dock is permitted provided such bench is not more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
- (9) Dock color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.

- (10) No surface of any dock shall be constructed or project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
- (11) Floating docks are permissible, provided the following regulations are met:
- (a) The width of the surface of each floating dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet with a total length not to exceed fourteen (14) feet except for concrete floating docks which shall not exceed eight (8) feet in width and fourteen (14) feet in length.
- (b) Each floating dock shall have a light positioned on a post located at each corner that projects into the water. Each light installed shall be maintained in good working order, shall cast a clear white or yellow light, shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens, shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.
- (c) A licensed engineer shall certify that each floating dock shall be designed and constructed to meet the same standards applicable to conventional, stationary docks as related to the dock's ability to withstand the effects of a storm event.
- (d) Each floating dock shall be designed so as to incorporate neoprene rollers, rubber washers or similar noise reduction components in all hinges and connections and between all parts of the dock to prevent any noise; and all pilings supporting the floating dock shall be positioned on the inside of the dock.
- (e) A floating dock attached to, adjacent to, or associated with a conventional dock shall be considered one (1) dock. As such, the aggregate length of the conventional dock and floating dock shall not exceed the allowable maximum length set forth elsewhere in this section, and the limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock

location shall be applied to the floating dock as part of the conventional dock.

- (12) No dock, dolphin pilings and/or boat or water vessel attached to it shall prevent passage through any navigable water channel or way as evidenced by bathymetric surveys which shall indicate the location and width of any navigable channel or way with respect to such dock.
- (13) Docks are permitted to be accessory uses only and no more than one (1) dock, as an accessory use, may be on or project from any lot or lot of record. See also the definition of "ACCESSORY USE or BUILDINGS or STRUCTURES", and "DOCK". Any dock that is constructed prior to the principal single family residence or that remains on an otherwise vacant lot or lot of record may be used only by the owner of said lot or lot of record, and may only remain and be so used for a maximum of two years prior to the issuance of a certificate of occupancy for the principal single family residence. The Town Commission may extend the two-year limit when a public need for such extension has been demonstrated to the satisfaction of the Town Commission, on a case-by-case basis. The two-year period shall commence on the date that the Building Official issues a certificate of completion for the dock on the otherwise vacant lot. Regardless of the timing, all such docks shall be maintained pursuant to all applicable Town codes and building codes for construction and maintenance of docks.
- (14) No dock or portion of a dock, including any dock accessory structure, vessel-lifting device, or dolphin piling, shall be located closer than twenty-five (25) feet to any other dock or portion thereof or any other dock's accessory structure, vessel-lifting device, or dolphin pilings or to any other lot or lot of record to which such dock is not accessory or to the closest portion of the side lot lines of the lot or lot of record from which the dock projects or the waterward projection or extension of such side lot lines; except a shorter setback of up to not less than fifteen (15) feet may be permitted only to the extent necessary in order for the dock to be permitted by any other governmental body or agency having

jurisdiction due to the location of sea grasses or due to the depth of the water or due to any other Town recognized environmental concern or matter.

(15) Each dock shall have a light at its terminus and all light(s) installed shall be maintained in good working order, shall cast a clear white or yellow light, and shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens. All dock lights shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

(C) Docking boats.

(1) No boat, ship or water vessel exceeding in length fifty (50) percent of the bulkhead length of any lot shall be docked at any dock on or projecting from such lot.

(2) No portion of any docked boat, ship or water vessel shall project closer than twenty (20) feet to the closest portions of the side lot line of any lot or lot of record to which such dock is accessory or the waterward projection or extension of such side lot lines or closer than twenty (20) feet to any lot or lot of record to which such dock is not accessory.

(3) The total of the length of any and all boats, ships or water vessels docked at any dock at any given time shall not exceed in length fifty (50) percent of the bulkhead length of the lot to which such dock is accessory and in no event shall any more than three (3) boats, ships or water vessels be docked at, tied to or rafted to any dock at any one time.

(4) No boat, ship or water vessel keel or hull may be supported, elevated, suspended or otherwise placed or maintained more than twelve (12) inches above the surface of and out of the water at high tide.

(5) No boat, ship or water vessel or any part thereof shall be placed, stored, or maintained upon the surface of any dock.

(6) Houseboats are strictly prohibited.

(D) Fishing piers. A fishing pier is permitted as an accessory use and structure only where a dock is not established and cannot be established in conformance with all applicable statutes, ordinances, rules and regulations. No pier shall be located, erected, construction, added on to, expanded, extended, replaced, reconstructed or altered upon or projection from any lot or lot of record unless in strict conformance with the following and all other applicable statutes, ordinances, rules and regulations.

(1) No piers other than fishing piers are permitted.

(2) No fishing pier shall project waterward from any lot, lot of record or seawall, whichever is less, more than twenty (20) feet, provided, however, if the terminus of such fishing pier is unable to project six (6) feet beyond the mean high water line or the boles (trunks) of any proximate (within ten (10) feet) mangroves, then the length of such fishing pier may be extended waterward so its terminus does reach six (6) feet of length beyond such mean high water line or boles of such proximate mangroves, whichever is further, but in no event shall any fishing pier project waterward more than thirty-five (35) feet.

(3) The width of the surface of each fishing pier shall be four (4) feet, no less and no more; and no portion of any fishing pier, except its integrated structural piling, shall horizontally project beyond the surface or perpendicular plane of the edge of the surface.

(4) The stem of each fishing pier shall be straight from beginning to end (terminus).

(5) The stem of each fishing pier shall be centered on the lot line of the lot or lot of record from which it projects waterward, or within ten (10) feet of such center point.

(6) The stem of each fishing pier shall be perpendicular to the seawall or, if no seawall, perpendicular to the average projection of the lot or lot of record running parallel to the water.

(7) No fishing pier finger or other projection shall extend from the stem of a fishing pier unless it is in a "T" or "L" configuration located at the furthest waterward projection of the fishing pier, the total waterward projection of the stem and

- "T" or "L" addition not to exceed the maximum waterward projection allowed, and the total dimensions of such terminus not to exceed twelve (12) feet in length at the required four (4) feet in width for a maximum total area of forty-eight (48) square feet.
- (8) The surface of any fishing pier shall not project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
- (9) Only hand rail facilities with stanchions and hand rails not exceeding in diameter one and one-half (1½) inches and with attached required lighting shall project in height above the surface of the fishing pier. Fishing pier pilings shall not project above the surface of the fishing pier. The hand rail facility may include intermediate rail(s) or cable(s) parallel to and between the hand rail and surface of the fishing pier.
- (10) Hand rail facilities shall enclose the fishing pier in its entirety. Hand rail facilities shall be as inconspicuous as practicable. Hand rails shall be forty-two (42) inches, no more and no less, above the surface of the fishing pier and shall be designed, constructed and maintained for only the following purposes: safety, precluding use of the fishing pier as a dock, and providing as little visual and aesthetic impact as possible. Hand rails shall be and be maintained without break or interruption.
- (11) No ladders, either fixed or removable, shall be permitted except one (1) safety ladder may be attached to or built into the fishing pier piling immediately landward of either the mean high water line or seaward of the boles of any proximate mangroves, whichever is more seaward.
- (12) No boat or watercraft shall be permitted to be tied to, elevated at or from, or moored on, at or under any fishing pier at any time.
- (13) No gear, trash receptacle, equipment, boat or watercraft or other personal property shall be permitted in or on any fishing pier, provided, however, fishing tackle and gear are permitted only so long as the fishing pier is in fact actually in use for fishing by a fisherperson.

- (14) Only one (1) bench placed at the terminus of a fishing pier is permitted, provided such bench is no more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
- (15) No fish cleaning tables are permitted in or on any fishing pier.
- (16) Fishing pier color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.
- (17) Fishing piers are permitted to be accessory uses and accessory structures only and no more than one (1) fishing pier as an accessory use and structure may be on or project from any lot or lot of record.
- (18) No fishing pier or portion of a fishing pier shall be located closer than twenty-five (25) feet to any other fishing pier or portion thereof or any dock or portion thereof or any dolphin pilings for any dock or to any other lot or lot of record to which such fishing pier is not accessory or to the closest portion of the side lot line of the lot or lot of record from which the dock projects or the waterward projection or extension of such lot line.
- (19) Each fishing pier shall have solely and only one (1) light, which light shall be located at its terminus, shall be maintained in good working order, shall cast a clear white or yellow light, not to exceed sixty (60) watts, shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project over the fishing pier surface higher than forty-eight (48) inches, shall be connected to a post of the hand railing and shall deflect not less than forty-five (45) degrees down.
- (20) No utilities other than electric service solely and only for the required one (1) light shall be allowed in, on or attached to any fishing pier.

### **3. BULKHEAD LINE.**

No structures shall be located, erected or constructed seaward of any established bulkhead or bulkhead line, except erosion control devices such as bulkheads, groins or jetties.

**Sec. 151.589 WATERWAY ZONE W-5 (Lands End Road, South End East Side Only, Lot 1520 - Zoning District R1-D, Formerly R1-F).**

## **1. BOATS AND TRAILERS.**

No boats or trailers of any kind shall be kept, maintained or stored on any lot or lot of record except within an enclosed garage or except when docked or moored. These restrictions shall not apply to the storage of non-motorized boats (by way of example and not limitation, kayaks and paddle-boards) which are either screened from the view of abutting neighbors or residences located on the opposite waterbody bank, or which are kept on or adjacent to a dock or seawall.

## **2. BOATHOUSES; DOCKS.**

A. Boathouses. Boathouses are not permitted.

B. Docks. No dock shall be located, erected, constructed, added on to, expanded, extended, replaced, reconstructed or altered upon or projecting from any lot or lot of record unless in strict conformance with DEP and ACOE permit regulations. A permit from these agencies is required prior to issuance of a permit by the Town. Additionally, the construction, alteration and the like of all docks must meet the following Town regulations:

(1) Docks shall project a minimum length necessary to reach a terminus and mooring area located in a water depth of three (3) feet at mean low water (MLW) evidenced by bathymetric surveys, and may project no more than twenty (20) feet not inclusive of dolphin pilings for lot 1520 as depicted on the Official Town Zoning Map.

(a) The required bathymetric surveys shall be taken from the seawall of the subject lot out across the water for a distance sufficient to demonstrate the width of the navigable waterway or channel (as defined in Section 151.003) in order to demonstrate that the dock in question will not prevent passage through the waterway or channel.

(b) Three (3) bathymetric surveys, one (1) each, shall be taken parallel to and originating from each lot line and the point from which the dock is to project in order to meet the above requirements.

(2) Notwithstanding the minimum and maximum dock lengths provided for this zoning district, no dock shall project waterward to the extent where its terminus and mooring area with associated boatlift(s), dolphin and other piling project

into any U.S. Coast Guard defined and marked navigational channel or chartered navigational channel.

- (3) Conventional docks including the stem shall be centered on the lot or lot of record or within ten (10) feet of such center point and shall run parallel with the side lot lines of the lot or lot of record on which it is located. On a lot or lot of record having a width of three hundred (300) feet or greater, the proposed dock need not be centered but the dock and any portion of the dock, including any associated dock accessory structures, vessel-lifting devices, or dolphin pilings, must be setback no less than fifty (50) feet from the extended side lot line of any lot or lot of record from which such dock projects.
- (4) No dock finger or projection shall extend from the stem of a dock unless it is in a "T" or "L" configuration located at the furthest waterward projection of the dock, the total waterward projection of the stem and "T" or "L" addition not to exceed the maximum waterward projection specified herein above with the maximum terminus width limited to fifty (50) feet. However, if the subject dock projects from a lot or lot of record having a width greater than or equal to three hundred (300) feet, a maximum dock terminus width of seventy-five (75) feet shall be permitted so long as the dock or any portion of the dock, including any associated dock accessory structures, vessel-lifting devices, or dolphin pilings, is setback at least fifty (50) feet from the extended side lot lines.
- (5) Davits are not permitted; other dock accessory structures and vessel-lifting devices (boat elevators, boatlifts, platforms, and personal watercraft lifts) are permitted. Those dock accessory structures consisting of a flat surface or platform shall be included in all calculations related to a dock's size, location, maximum allowable width, and compliance with side setbacks. Those dock accessory structures or vessel-lifting devices of a conventional design that generally consist of separate beams or rails supported by pilings (including boatlifts, boat elevators, and personal watercraft lifts) shall only be included in calculations related to a dock's maximum allowable width, and compliance with side setbacks. The limits on dolphin pilings, gear, trash receptacles, equipment,

- boxes, benches, color and dock location shall be applied to any dock accessory structure or vessel-lifting device as part of the conventional or floating dock.
- (6) No gear, trash receptacle or equipment shall be permitted on any dock. Equipment specifically excludes power stations, fueling stations, ladders, water hoses, mooring lines, whips and bumper cushions.
- (7) Dock boxes may be used but only attached abutting the seawall or located at the landward dock extremity; no dock box may be higher than thirty (30) inches and greater than twenty-four (24) cubic feet.
- (8) Only one (1) bench placed on a dock is permitted provided such bench is not more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
- (9) Dock color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.
- (10) No surface of any dock shall be constructed or project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
- (11) Floating docks are permissible, provided the following regulations are met:
- (a) The width of the surface of each floating dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet with a total length not to exceed fourteen (14) feet except for concrete floating docks which shall not exceed eight (8) feet in width and fourteen (14) feet in length.
- (b) Each floating dock shall have a light positioned on a post located at each corner that projects into the water. Each light installed shall be maintained in good working order, shall cast a clear white or yellow light, shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens, shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

- (c) A licensed engineer shall certify that each floating dock shall be designed and constructed to meet the same standards applicable to conventional, stationary docks as related to the dock's ability to withstand the effects of a storm event.
- (d) Each floating dock shall be designed so as to incorporate neoprene rollers, rubber washers or similar noise reduction components in all hinges and connections and between all parts of the dock to prevent any noise; and all pilings supporting the floating dock shall be positioned on the inside of the dock.
- (e) A floating dock attached to, adjacent to, or associated with a conventional dock shall be considered one (1) dock. As such, the aggregate length of the conventional dock and floating dock shall not exceed the allowable maximum length set forth elsewhere in this section, and the limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to the floating dock as part of the conventional dock.
- (12) No dock, dolphin pilings and/or boat or water vessel attached to it shall prevent passage through any navigable water channel or way as evidenced by bathymetric surveys which shall indicate the location and width of any navigable channel or way with respect to such dock.
- (13) Docks are permitted to be accessory uses only and no more than one (1) dock, as an accessory use, may be on or project from any lot or lot of record. See also the definition of "ACCESSORY USE or BUILDINGS or STRUCTURES", and "DOCK". Any dock that is constructed prior to the principal single family residence or that remains on an otherwise vacant lot or lot of record may be used only by the owner of said lot or lot of record, and may only remain and be so used for a maximum of two years prior to the issuance of a certificate of occupancy for the principal single family residence. The Town Commission may extend the two-year limit when a public need for such extension has been demonstrated to the satisfaction of the Town Commission, on a case-by-case basis. The two-year period shall commence on the date that the Building Official

issues a certificate of completion for the dock on the otherwise vacant lot. Regardless of the timing, all such docks shall be maintained pursuant to all applicable Town codes and building codes for construction and maintenance of docks.

(14) No dock or portion of a dock, including any dock accessory structure, vessel-lifting device, or dolphin piling, shall be located closer than twenty-five (25) feet to any other dock or portion thereof or any other dock's accessory structure, vessel-lifting device, or dolphin pilings or to any other lot or lot of record to which such dock is not accessory or to the closest portion of the side lot lines of the lot or lot of record from which the dock projects or the waterward projection or extension of such side lot lines; except a shorter setback of up to not less than fifteen (15) feet may be permitted only to the extent necessary in order for the dock to be permitted by any other governmental body or agency having jurisdiction due to the location of sea grasses or due to the depth of the water or due to any other Town recognized environmental concern or matter.

(15) Each dock shall have a light at its terminus and all light(s) installed shall be maintained in good working order, shall cast a clear white or yellow light, and shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens. All dock lights shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

(C) Docking boats.

(1) No boat, ship or water vessel exceeding in length fifty (50) percent of the bulkhead length of any lot shall be docked at any dock on or projecting from such lot.

(2) No portion of any docked boat, ship or water vessel shall project closer than twenty (20) feet to the closest portions of the side lot line of any lot or lot of record to which such dock is accessory or the waterward projection or

extension of such side lot lines or closer than twenty (20) feet to any lot or lot of record to which such dock is not accessory.

(3) The total of the length of any and all boats, ships or water vessels docked at any dock at any given time shall not exceed in length fifty (50) percent of the bulkhead length of the lot to which such dock is accessory and in no event shall any more than three (3) boats, ships or water vessels be docked at, tied to or rafted to any dock at any one time.

(4) No boat, ship or water vessel keel or hull may be supported, elevated, suspended or otherwise placed or maintained more than twelve (12) inches above the surface of and out of the water at high tide.

(5) No boat, ship or water vessel or any part thereof shall be placed, stored, or maintained upon the surface of any dock.

(6) Houseboats are strictly prohibited.

(D) Fishing piers. A fishing pier is permitted as an accessory use and structure only where a dock is not established and cannot be established in conformance with all applicable statutes, ordinances, rules and regulations. No pier shall be located, erected, construction, added on to, expanded, extended, replaced, reconstructed or altered upon or projection from any lot or lot of record unless in strict conformance with the following and all other applicable statutes, ordinances, rules and regulations.

(1) No piers other than fishing piers are permitted.

(2) No fishing pier shall project waterward from any lot, lot of record or seawall, whichever is less, more than twenty (20) feet, provided, however, if the terminus of such fishing pier is unable to project six (6) feet beyond the mean high water line or the boles (trunks) of any proximate (within ten (10) feet) mangroves, then the length of such fishing pier may be extended waterward so its terminus does reach six (6) feet of length beyond such mean high water line or boles of such proximate mangroves, whichever is further, but in no event shall any fishing pier project waterward more than thirty-five (35) feet.

(3) The width of the surface of each fishing pier shall be four (4) feet, no less and no more; and no portion of any fishing pier, except its integrated structural

- piling, shall horizontally project beyond the surface or perpendicular plane of the edge of the surface.
- (4) The stem of each fishing pier shall be straight from beginning to end (terminus).
  - (5) The stem of each fishing pier shall be centered on the lot line of the lot or lot of record from which it projects waterward, or within ten (10) feet of such center point.
  - (6) The stem of each fishing pier shall be perpendicular to the seawall or, if no seawall, perpendicular to the average projection of the lot or lot of record running parallel to the water.
  - (7) No fishing pier finger or other projection shall extend from the stem of a fishing pier unless it is in a "T" or "L" configuration located at the furthest waterward projection of the fishing pier, the total waterward projection of the stem and "T" or "L" addition not to exceed the maximum waterward projection allowed, and the total dimensions of such terminus not to exceed twelve (12) feet in length at the required four (4) feet in width for a maximum total area of forty-eight (48) square feet.
  - (8) The surface of any fishing pier shall not project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
  - (9) Only hand rail facilities with stanchions and hand rails not exceeding in diameter one and one-half (1½) inches and with attached required lighting shall project in height above the surface of the fishing pier. Fishing pier pilings shall not project above the surface of the fishing pier. The hand rail facility may include intermediate rail(s) or cable(s) parallel to and between the hand rail and surface of the fishing pier.
  - (10) Hand rail facilities shall enclose the fishing pier in its entirety. Hand rail facilities shall be as inconspicuous as practicable. Hand rails shall be forty-two (42) inches, no more and no less, above the surface of the fishing pier and shall be designed, constructed and maintained for only the following purposes: safety, precluding use of the fishing pier as a dock, and providing

- as little visual and aesthetic impact as possible. Hand rails shall be and be maintained without break or interruption.
- (11) No ladders, either fixed or removable, shall be permitted except one (1) safety ladder may be attached to or built into the fishing pier piling immediately landward of either the mean high water line or seaward of the boles of any proximate mangroves, whichever is more seaward.
  - (12) No boat or watercraft shall be permitted to be tied to, elevated at or from, or moored on, at or under any fishing pier at any time.
  - (13) No gear, trash receptacle, equipment, boat or watercraft or other personal property shall be permitted in or on any fishing pier, provided, however, fishing tackle and gear are permitted only so long as the fishing pier is in fact actually in use for fishing by a fisherperson.
  - (14) Only one (1) bench placed at the terminus of a fishing pier is permitted, provided such bench is no more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
  - (15) No fish cleaning tables are permitted in or on any fishing pier.
  - (16) Fishing pier color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.
  - (17) Fishing piers are permitted to be accessory uses and accessory structures only and no more than one (1) fishing pier as an accessory use and structure may be on or project from any lot or lot of record.
  - (18) No fishing pier or portion of a fishing pier shall be located closer than twenty-five (25) feet to any other fishing pier or portion thereof or any dock or portion thereof or any dolphin pilings for any dock or to any other lot or lot of record to which such fishing pier is not accessory or to the closest portion of the side lot line of the lot or lot of record from which the dock projects or the waterward projection or extension of such lot line.
  - (19) Each fishing pier shall have solely and only one (1) light, which light shall be located at its terminus, shall be maintained in good working order, shall cast a clear white or yellow light, not to exceed sixty (60) watts, shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project

over the fishing pier surface higher than forty-eight (48) inches, shall be connected to a post of the hand railing and shall deflect not less than forty-five (45) degrees down.

(20) No utilities other than electric service solely and only for the required one (1) light shall be allowed in, on or attached to any fishing pier.

### **3. BULKHEAD LINE.**

No structures shall be located, erected or constructed seaward of any established bulkhead or bulkhead line, except erosion control devices such as bulkheads, groins or jetties.

## **Sec. 151.590 WATERWAY ZONE W-6 (Lands End Road Between Audubon Causeway and Churchill Way, East Side Only, 1400 through 1500 - Zoning District R1-D).**

### **1. BOATS AND TRAILERS.**

No boats or trailers of any kind shall be kept, maintained or stored on any lot or lot of record except within an enclosed garage or except when docked or moored. These restrictions shall not apply to the storage of non-motorized boats (by way of example and not limitation, kayaks and paddle-boards) which are either screened from the view of abutting neighbors or residences located on the opposite waterbody bank, or which are kept on or adjacent to a dock or seawall.

### **2. BOATHOUSES; DOCKS.**

A. *Boathouses.* Boathouses are not permitted.

B. *Docks.* No dock shall be located, erected, constructed, added on to, expanded, extended, replaced, reconstructed or altered upon or projecting from any lot or lot of record unless in strict conformance with DEP and ACOE permit regulations. A permit from these agencies is required prior to issuance of a permit by the Town. Additionally, the construction, alteration and the like of all docks must meet the following Town regulations:

(1) Lots 1400-1500 located East of Lands End Road in Manatee Cove as depicted on the Town Zoning map may have only marginal docks that project waterward a maximum width of five (5) feet from the lot or lot of record or seawall.

- whichever is less. Marginal docks shall be centered on, and shall run parallel to the seawall of the lot or lot of record on which it is located. However, on a lot or lot of record having a width of three hundred (300) feet or greater, the proposed dock need not be centered but the dock and any portion of the dock, including any associated dock accessory structures, vessel-lifting devices, or dolphin pilings, must be setback no less than fifty (50) feet from the extended side lot line of any lot or lot of record from which such dock projects.
- (2) Davits are not permitted; other dock accessory structures and vessel-lifting devices (boat elevators, boatlifts, platforms, and personal watercraft lifts) are permitted. However, for those lots surrounding Manatee Cove (lots 1400—1500 located north of Audubon Causeway as depicted on the Town Zoning map) any boat elevators and lifts shall be limited to the two (2) post variety which are attached or mounted to the side of the five (5) foot marginal dock or seawall itself and do not require water-ward pilings for support. Four (4) post boat elevators and lifts are strictly prohibited within Manatee Cove. Those dock accessory structures consisting of a flat surface or platform shall be included in all calculations related to a dock's size, location, maximum allowable width, and compliance with side setbacks. Those dock accessory structures or vessel-lifting devices of a conventional design that generally consist of separate beams or rails supported by pilings (including boatlifts, boat elevators, and personal watercraft lifts) shall only be included in calculations related to a dock's maximum allowable width, and compliance with side setbacks. The limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to any dock accessory structure or vessel-lifting device as part of the conventional or floating dock.
- (3) No gear, trash receptacle or equipment shall be permitted on any dock. Equipment specifically excludes power stations, fueling stations, ladders, water hoses, mooring lines, whips and bumper cushions.
- (4) Dock boxes may be used but only attached abutting the seawall or located at the landward dock extremity; no dock box may be higher than thirty (30) inches and greater than twenty-four (24) cubic feet.

- (5) Only one (1) bench placed on a dock is permitted provided such bench is not more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
- (6) Dock color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.
- (7) No surface of any dock shall be constructed or project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
- (8) Floating docks are prohibited.
- (9) No dock, dolphin pilings and/or boat or water vessel attached to it shall prevent passage through any navigable water channel or way as evidenced by bathymetric surveys which shall indicate the location and width of any navigable channel or way with respect to such dock.
- (10) Docks are permitted to be accessory uses only and no more than one (1) dock, as an accessory use, may be on or project from any lot or lot of record. See also the definition of "ACCESSORY USE or BUILDINGS or STRUCTURES", and "DOCK". Any dock that is constructed prior to the principal single family residence or that remains on an otherwise vacant lot or lot of record may be used only by the owner of said lot or lot of record, and may only remain and be so used for a maximum of two years prior to the issuance of a certificate of occupancy for the principal single family residence. The Town Commission may extend the two-year limit when a public need for such extension has been demonstrated to the satisfaction of the Town Commission, on a case-by-case basis. The two-year period shall commence on the date that the Building Official issues a certificate of completion for the dock on the otherwise vacant lot. Regardless of the timing, all such docks shall be maintained pursuant to all applicable Town codes and building codes for construction and maintenance of docks.
- (11) No dock or portion of a dock, including any dock accessory structure, vessel-lifting device, or dolphin piling, shall be located closer than twenty-five (25) feet to any other dock or portion thereof or any other dock's accessory structure.

vessel-lifting device, or dolphin pilings or to any other lot or lot of record to which such dock is not accessory or to the closest portion of the side lot lines of the lot or lot of record from which the dock projects or the waterward projection or extension of such side lot lines; except a shorter setback of up to not less than fifteen (15) feet may be permitted only to the extent necessary in order for the dock to be permitted by any other governmental body or agency having jurisdiction due to the location of sea grasses or due to the depth of the water or due to any other Town recognized environmental concern or matter.

(12) Each dock shall have a light at its terminus and all light(s) installed shall be maintained in good working order, shall cast a clear white or yellow light, and shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens. All dock lights shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

(C) Docking boats.

(1) No boat, ship or water vessel exceeding in length fifty (50) percent of the bulkhead length of any lot shall be docked at any dock on or projecting from such lot.

(2) No portion of any docked boat, ship or water vessel shall project closer than twenty (20) feet to the closest portions of the side lot line of any lot or lot of record to which such dock is accessory or the waterward projection or extension of such side lot lines or closer than twenty (20) feet to any lot or lot of record to which such dock is not accessory.

(3) The total of the length of any and all boats, ships or water vessels docked at any dock at any given time shall not exceed in length fifty (50) percent of the bulkhead length of the lot to which such dock is accessory and in no event shall any more than three (3) boats, ships or water vessels be docked at, tied to or rafted to any dock at any one time.

(4) No boat, ship or water vessel keel or hull may be supported, elevated, suspended or otherwise placed or maintained more than twelve (12) inches above the surface of and out of the water at high tide.

(5) No boat, ship or water vessel or any part thereof shall be placed, stored, or maintained upon the surface of any dock.

(6) Houseboats are strictly prohibited.

### **3. BULKHEAD LINE.**

No structures shall be located, erected or constructed seaward of any established bulkhead or bulkhead line, except erosion control devices such as bulkheads, groins or jetties.

## **Sec. 151.591 WATERWAY ZONE W-7 (Spoonbill Road and the North side of Audubon Causeway Excluding Lot 1500 - Zoning District R1-D).**

### **1. BOATS AND TRAILERS.**

No boats or trailers of any kind shall be kept, maintained or stored on any lot or lot of record except within an enclosed garage or except when docked or moored. These restrictions shall not apply to the storage of non-motorized boats (by way of example and not limitation, kayaks and paddle-boards) which are either screened from the view of abutting neighbors or residences located on the opposite waterbody bank, or which are kept on or adjacent to a dock or seawall.

### **2. BOATHOUSES; DOCKS.**

A. *Boathouses.* Boathouses are not permitted.

B. *Docks.* No dock shall be located, erected, constructed, added on to, expanded, extended, replaced, reconstructed or altered upon or projecting from any lot or lot of record unless in strict conformance with DEP and ACOE permit regulations. A permit from these agencies is required prior to issuance of a permit by the Town. Additionally, the construction, alteration and the like of all docks must meet the following Town regulations:

(1) Lots located on Spoonbill Road and on the north side of Audubon Causeway (excluding lot 1500) as depicted on the Town Zoning map may have only marginal docks that project waterward a maximum width of five (5) feet from

the lot or lot of record or seawall, whichever is less. Marginal docks shall be centered on, and shall run parallel to the seawall of the lot or lot of record on which it is located. However, on a lot or lot of record having a width of three hundred (300) feet or greater, the proposed dock need not be centered but the dock and any portion of the dock, including any associated dock accessory structures, vessel-lifting devices, or dolphin pilings, must be setback no less than fifty (50) feet from the extended side lot line of any lot or lot of record from which such dock projects.

- (2) Davits are not permitted; other dock accessory structures and vessel-lifting devices (boat elevators, boatlifts, platforms, and personal watercraft lifts) are permitted. However, for those lots surrounding Manatee Cove (lots 20—120 all located north of Audubon Causeway and west of Spoonbill Road as depicted on the Town Zoning map) any boat elevators and lifts shall be limited to the two (2) post variety which are attached or mounted to the side of the five (5) foot marginal dock or seawall itself and do not require water-ward pilings for support. Four (4) post boat elevators and lifts are strictly prohibited within Manatee Cove. Those dock accessory structures consisting of a flat surface or platform shall be included in all calculations related to a dock's size, location, maximum allowable width, and compliance with side setbacks. Those dock accessory structures or vessel-lifting devices of a conventional design that generally consist of separate beams or rails supported by pilings (including boatlifts, boat elevators, and personal watercraft lifts) shall only be included in calculations related to a dock's maximum allowable width, and compliance with side setbacks. The limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to any dock accessory structure or vessel-lifting device as part of the conventional or floating dock.
- (3) No gear, trash receptacle or equipment shall be permitted on any dock. Equipment specifically excludes power stations, fueling stations, ladders, water hoses, mooring lines, whips and bumper cushions.

- (4) Dock boxes may be used but only attached abutting the seawall or located at the landward dock extremity; no dock box may be higher than thirty (30) inches and greater than twenty-four (24) cubic feet.
- (5) Only one (1) bench placed on a dock is permitted provided such bench is not more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
- (6) Dock color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.
- (7) No surface of any dock shall be constructed or project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
- (8) Floating docks are prohibited.
- (9) No dock, dolphin pilings and/or boat or water vessel attached to it shall prevent passage through any navigable water channel or way as evidenced by bathymetric surveys which shall indicate the location and width of any navigable channel or way with respect to such dock.
- (10) Docks are permitted to be accessory uses only and no more than one (1) dock, as an accessory use, may be on or project from any lot or lot of record. See also the definition of "ACCESSORY USE or BUILDINGS or STRUCTURES", and "DOCK". Any dock that is constructed prior to the principal single family residence or that remains on an otherwise vacant lot or lot of record may be used only by the owner of said lot or lot of record, and may only remain and be so used for a maximum of two years prior to the issuance of a certificate of occupancy for the principal single family residence. The Town Commission may extend the two-year limit when a public need for such extension has been demonstrated to the satisfaction of the Town Commission, on a case-by-case basis. The two-year period shall commence on the date that the Building Official issues a certificate of completion for the dock on the otherwise vacant lot. Regardless of the timing, all such docks shall be maintained pursuant to all applicable Town codes and building codes for construction and maintenance of docks.

- (11) No dock or portion of a dock, including any dock accessory structure, vessel-lifting device, or dolphin piling, shall be located closer than twenty-five (25) feet to any other dock or portion thereof or any other dock's accessory structure, vessel-lifting device, or dolphin pilings or to any other lot or lot of record to which such dock is not accessory or to the closest portion of the side lot lines of the lot or lot of record from which the dock projects or the waterward projection or extension of such side lot lines; except a shorter setback of up to not less than fifteen (15) feet may be permitted only to the extent necessary in order for the dock to be permitted by any other governmental body or agency having jurisdiction due to the location of sea grasses or due to the depth of the water or due to any other Town recognized environmental concern or matter.
- (12) Each dock shall have a light at its terminus and all light(s) installed shall be maintained in good working order, shall cast a clear white or yellow light, and shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens. All dock lights shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

(C) Docking boats.

- (1) No boat, ship or water vessel exceeding in length fifty (50) percent of the bulkhead length of any lot shall be docked at any dock on or projecting from such lot.
- (2) No portion of any docked boat, ship or water vessel shall project closer than twenty (20) feet to the closest portions of the side lot line of any lot or lot of record to which such dock is accessory or the waterward projection or extension of such side lot lines or closer than twenty (20) feet to any lot or lot of record to which such dock is not accessory.
- (3) The total of the length of any and all boats, ships or water vessels docked at any dock at any given time shall not exceed in length fifty (50) percent of the bulkhead length of the lot to which such dock is accessory and in no event shall

any more than three (3) boats, ships or water vessels be docked at, tied to or rafted to any dock at any one time.

(4) No boat, ship or water vessel keel or hull may be supported, elevated, suspended or otherwise placed or maintained more than twelve (12) inches above the surface of and out of the water at high tide.

(5) No boat, ship or water vessel or any part thereof shall be placed, stored, or maintained upon the surface of any dock.

(6) Houseboats are strictly prohibited.

### **3. BULKHEAD LINE.**

No structures shall be located, erected or constructed seaward of any established bulkhead or bulkhead line, except erosion control devices such as bulkheads, groins or jetties.

## **Sec. 151.592 WATERWAY ZONE W-8 (Curlew Road South of Audubon Causeway, & 120 Spoonbill Road - Zoning District R1-D).**

### **1. BOATS AND TRAILERS.**

No boats or trailers of any kind shall be kept, maintained or stored on any lot or lot of record except within an enclosed garage or except when docked or moored. These restrictions shall not apply to the storage of non-motorized boats (by way of example and not limitation, kayaks and paddle-boards) which are either screened from the view of abutting neighbors or residences located on the opposite waterbody bank, or which are kept on or adjacent to a dock or seawall.

### **2. BOATHOUSES; DOCKS.**

A. *Boathouses.* Boathouses are not permitted.

B. *Docks.* No dock shall be located, erected, constructed, added on to, expanded, extended, replaced, reconstructed or altered upon or projecting from any lot or lot of record unless in strict conformance with DEP and ACOE permit regulations. A permit from these agencies is required prior to issuance of a permit by the Town. Additionally, the construction, alteration and the like of all docks must meet the following Town regulations:

- (1) Lots 25—105 located on the water on Curlew Road and south of Audubon Causeway as depicted on the Town Zoning map; and lot 120 on the north side only, as depicted on the Town Zoning map may have a conventional dock including a mooring area of sufficient length to reach a water depth of three (3) feet at mean low water (MLW) (evidenced by bathymetric surveys) or a maximum length of ten (10) feet, whichever is less.
- (2) The required bathymetric surveys shall be taken from the seawall of the subject lot out across the water for a distance sufficient to demonstrate the width of the navigable waterway or channel (as defined in Section 151.003) in order to demonstrate that the dock in question will not prevent passage through the waterway or channel.
- (3) Three (3) bathymetric surveys, one (1) each, shall be taken parallel to and originating from each lot line and the point from which the dock is to project in order to meet the above requirements.
- (4) Conventional docks including the stem shall be centered on the lot or lot of record or within ten (10) feet of such center point and shall run parallel with the side lot lines of the lot or lot of record on which it is located. However, on a lot or lot of record having a width of three hundred (300) feet or greater, the proposed dock need not be centered but the dock and any portion of the dock, including any associated dock accessory structures, vessel-lifting devices, or dolphin pilings, must be setback no less than fifty (50) feet from the extended side lot line of any lot or lot of record from which such dock projects.
- (5) No dock finger or projection shall extend from the stem of a dock unless it is in a "T" or "L" configuration located at the furthest waterward projection of the dock, the total waterward projection of the stem and "T" or "L" addition not to exceed the maximum waterward projection specified herein above with the maximum terminus width limited to fifty (50) feet. However, if the subject dock projects from a lot or lot of record having a width greater than or equal to three hundred (300) feet, a maximum dock terminus width of seventy-five (75) feet shall be permitted so long as the dock or any portion of the dock, including any

associated dock accessory structures, vessel-lifting devices, or dolphin pilings, is setback at least fifty (50) feet from the extended side lot lines.

- (6) Davits are not permitted; other dock accessory structures and vessel-lifting devices (boat elevators, boatlifts, platforms, and personal watercraft lifts) are permitted. However, for lot 120, any boat elevators and lifts shall be limited to the two (2) post variety which are attached or mounted to the side of the five (5) foot marginal dock or seawall itself and do not require water-ward pilings for support. Four (4) post boat elevators and lifts are strictly prohibited within Manatee Cove. Those dock accessory structures consisting of a flat surface or platform shall be included in all calculations related to a dock's size, location, maximum allowable width, and compliance with side setbacks. Those dock accessory structures or vessel-lifting devices of a conventional design that generally consist of separate beams or rails supported by pilings (including boatlifts, boat elevators, and personal watercraft lifts) shall only be included in calculations related to a dock's maximum allowable width, and compliance with side setbacks. The limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to any dock accessory structure or vessel-lifting device as part of the conventional or floating dock.
- (7) Docks located on lots 25—105 on Curlew Road and south of Audubon Causeway as depicted on the Town Zoning map may have no more than one (1) light for each ten (10) feet of total linear dock length, measured from the lot, lot of record or seawall to end of the dock stem plus that length measured from end to end of the dock terminus. Any and all dock lights installed shall conform to the requirements set forth in this section.
- (8) For lots 25—105 located on the water on Curlew Road and south of Audubon Causeway as depicted on the Town Zoning map, the width of the surface of each dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet. For any dock located on the west side of lot 120 (as depicted on the Town Zoning map), the width of the surface of such dock and each portion thereof shall not be more than five (5) feet.

- (9) For lots 25—105 located on the water on Curlew Road and south of Audubon Causeway as depicted on the Town Zoning map only two (2) dolphin pilings are permitted.
- (10) No gear, trash receptacle or equipment shall be permitted on any dock. Equipment specifically excludes power stations, fueling stations, ladders, water hoses, mooring lines, whips and bumper cushions.
- (11) Dock boxes may be used but only attached abutting the seawall or located at the landward dock extremity; no dock box may be higher than thirty (30) inches and greater than twenty-four (24) cubic feet.
- (12) Only one (1) bench placed on a dock is permitted provided such bench is not more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
- (13) Dock color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.
- (14) No surface of any dock shall be constructed or project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
- (15) Floating docks are permissible for those lots or lots of record that are located south of Audubon Causeway on the water and on Curlew Road, provided the following regulations are met:
- (a) The width of the surface of each floating dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet with a total length not to exceed fourteen (14) feet except for concrete floating docks which shall not exceed eight (8) feet in width and fourteen (14) feet in length.
- (b) Each floating dock shall have a light positioned on a post located at each corner that projects into the water. Each light installed shall be maintained in good working order, shall cast a clear white or yellow light, shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens, shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may

be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

(c) A licensed engineer shall certify that each floating dock shall be designed and constructed to meet the same standards applicable to conventional, stationary docks as related to the dock's ability to withstand the effects of a storm event.

(d) Each floating dock shall be designed so as to incorporate neoprene rollers, rubber washers or similar noise reduction components in all hinges and connections and between all parts of the dock to prevent any noise; and all pilings supporting the floating dock shall be positioned on the inside of the dock.

(e) A floating dock attached to, adjacent to, or associated with a conventional dock shall be considered one (1) dock. As such, the aggregate length of the conventional dock and floating dock shall not exceed the allowable maximum length set forth elsewhere in this section, and the limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to the floating dock as part of the conventional dock.

(16) No dock, dolphin pilings and/or boat or water vessel attached to it shall prevent passage through any navigable water channel or way as evidenced by bathymetric surveys which shall indicate the location and width of any navigable channel or way with respect to such dock.

(17) Docks are permitted to be accessory uses only and no more than one (1) dock, as an accessory use, may be on or project from any lot or lot of record. See also the definition of "ACCESSORY USE or BUILDINGS or STRUCTURES", and "DOCK". Any dock that is constructed prior to the principal single family residence or that remains on an otherwise vacant lot or lot of record may be used only by the owner of said lot or lot of record, and may only remain and be so used for a maximum of two years prior to the issuance of a certificate of occupancy for the principal single family residence. The Town Commission may extend the two-year limit when a public need for such extension has been

demonstrated to the satisfaction of the Town Commission, on a case-by-case basis. The two-year period shall commence on the date that the Building Official issues a certificate of completion for the dock on the otherwise vacant lot. Regardless of the timing, all such docks shall be maintained pursuant to all applicable Town codes and building codes for construction and maintenance of docks.

(18) No dock or portion of a dock, including any dock accessory structure, vessel-lifting device, or dolphin piling, shall be located closer than twenty-five (25) feet to any other dock or portion thereof or any other dock's accessory structure, vessel-lifting device, or dolphin pilings or to any other lot or lot of record to which such dock is not accessory or to the closest portion of the side lot lines of the lot or lot of record from which the dock projects or the waterward projection or extension of such side lot lines; except a shorter setback of up to not less than fifteen (15) feet may be permitted only to the extent necessary in order for the dock to be permitted by any other governmental body or agency having jurisdiction due to the location of sea grasses or due to the depth of the water or due to any other Town recognized environmental concern or matter.

(19) Each dock shall have a light at its terminus and all light(s) installed shall be maintained in good working order, shall cast a clear white or yellow light, and shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens. All dock lights shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

(C) *Docking boats.*

(1) No boat, ship or water vessel exceeding in length fifty (50) percent of the bulkhead length of any lot shall be docked at any dock on or projecting from such lot.

(2) No portion of any docked boat, ship or water vessel shall project closer than twenty (20) feet to the closest portions of the side lot line of any lot or lot of

record to which such dock is accessory or the waterward projection or extension of such side lot lines or closer than twenty (20) feet to any lot or lot of record to which such dock is not accessory.

(3) The total of the length of any and all boats, ships or water vessels docked at any dock at any given time shall not exceed in length fifty (50) percent of the bulkhead length of the lot to which such dock is accessory and in no event shall any more than three (3) boats, ships or water vessels be docked at, tied to or rafted to any dock at any one time.

(4) No boat, ship or water vessel keel or hull may be supported, elevated, suspended or otherwise placed or maintained more than twelve (12) inches above the surface of and out of the water at high tide.

(5) No boat, ship or water vessel or any part thereof shall be placed, stored, or maintained upon the surface of any dock.

(6) Houseboats are strictly prohibited.

### **3. BULKHEAD LINE.**

No structures shall be located, erected or constructed seaward of any established bulkhead or bulkhead line, except erosion control devices such as bulkheads, groins or jetties.

## **Sec. 151.593 WATERWAY ZONE W-9 (110 & 120 Churchill Way - Zoning District R1-E).**

### **1. BOATS AND TRAILERS.**

No boats or trailers of any kind shall be kept, maintained or stored on any lot or lot of record except within an enclosed garage or except when docked or moored. These restrictions shall not apply to the storage of non-motorized boats (by way of example and not limitation, kayaks and paddle-boards) which are either screened from the view of abutting neighbors or residences located on the opposite waterbody bank, or which are kept on or adjacent to a dock or seawall.

### **2. BOATHOUSES; DOCKS.**

(A) Boathouses. Boathouses are not permitted.

(B) Docks. No dock shall be located, erected, constructed, added on to, expanded, extended, replaced, reconstructed or altered upon or projecting from any lot or lot of record unless in strict conformance with DEP and ACOE permit regulations. A permit from these agencies is required prior to issuance of a permit by the Town. Additionally, the construction, alteration and the like of all docks must meet the following Town regulations:

(1) For lots 110 and 120, as depicted on the Town Zoning map, only marginal docks that project waterward a maximum width of five (5) feet from the associated lot or lot of record or seawall, whichever is less, shall be allowed.

(2) All docks shall be centered on the lot or lot of record or within ten (10) feet of such a center point and shall run parallel with the seawall of the lot or lot of record on which it is located. However, on a lot or lot of record having a width of three hundred (300) feet or greater the proposed dock need not be centered but the dock and any portion of the dock, including any associated dock accessory structure, vessel-lifting device, or dolphin pilings, must be setback no less than fifty (50) feet from the extended side lot line of any lot or lot of record from which such dock projects.

(3) Davits are not permitted; other dock accessory structures and vessel-lifting devices (boat elevators, boatlifts, platforms, and personal watercraft lifts) are permitted. However, for those lots bordering Manatee Cove (lots 110 and 120 as depicted on the Town Zoning map) any boat elevators and lifts shall be limited to the two (2) post variety which are attached or mounted to the side of the five (5) foot marginal dock or seawall itself and do not require water-ward pilings for support. Four (4) post boat elevators and lifts are strictly prohibited within Manatee Cove. Those dock accessory structures containing a flat surface or platform shall be included in all calculations related to a dock's size, location, maximum allowable width, and compliance with side setbacks. Those dock accessory structures or vessel-lifting devices of a conventional design that generally consist of separate beams or rails supported by pilings (including boatlifts, boat elevators, and personal watercraft lifts) shall only be included in calculations related to a dock's maximum allowable width, and compliance with

- side setbacks. The limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to any dock accessory structure or vessel-lifting device as part of the conventional or floating dock.
- (4) No more than three (3) lights are permitted on docks that are located on lots 110 and 120, as depicted on the Town Zoning map. All allowed and/or prescribed dock lights shall conform to the requirements as set forth hereinbelow.
- (5) Dolphin pilings and free standing pilings of any kind are strictly prohibited.
- (6) No gear, trash receptacle or equipment shall be permitted on any dock. Equipment specifically excludes power stations, fueling stations, ladders, water hoses, mooring lines, whips and bumper cushions.
- (7) Dock boxes may be used but only attached abutting the seawall or located at the landward dock extremity; no dock box may be higher than thirty (30) inches and greater than twenty-four (24) cubic feet.
- (8) Only one (1) bench placed on a dock is permitted provided such bench is not more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
- (9) Dock color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.
- (10) No surface of any dock shall be constructed or project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
- (11) Floating docks are permissible provided the following regulations are met:
- (a) The width of the surface of each dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet with a total length not to exceed fourteen (14) feet except for concrete floating docks which shall not exceed eight (8) feet in width and fourteen (14) feet in length.
- (b) Each floating dock shall have a light positioned on a post located at each corner that projects into the water. Each light installed shall be maintained in good working order, shall cast a clear white or yellow light, shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or

equivalent (less than or equal to four hundred eighty (480) lumens, shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

(c) A licensed engineer shall certify that each floating dock shall be designed and constructed to meet the same standards applicable to conventional, stationary docks as related to the dock's ability to withstand the effects of a storm event.

(d) Each floating dock shall be designed so as to incorporate neoprene rollers, rubber washers or similar noise reduction components in all hinges and connections and between all parts of the dock to prevent any noise; and all pilings supporting the floating dock shall be positioned on the inside of the dock.

(e) A floating dock attached to a conventional dock shall be considered one (1) dock and the aggregate length of the conventional dock and floating dock shall not exceed the allowable maximum length set forth elsewhere in this section.

(12) No dock, dolphin pilings and/or boat or water vessel attached to it shall prevent passage through any navigable water channel or way as evidenced by bathymetric surveys which shall indicate the location and width of any navigable channel or way with respect to such dock.

(13) Docks are permitted to be accessory uses only and no more than one (1) dock, as an accessory use, may be on or project from any lot or lot of record. See also the definition of "ACCESSORY USE or BUILDINGS or STRUCTURES", and "DOCK". Any dock that is constructed prior to the principal single family residence or that remains on an otherwise vacant lot or lot of record may be used only by the owner of said lot or lot of record, and may only remain and be so used for a maximum of two years prior to the issuance of a certificate of occupancy for the principal single family residence. The Town Commission may extend the two-year limit when a public need for such extension has been

demonstrated to the satisfaction of the Town Commission, on a case-by-case basis. The two-year period shall commence on the date that the Building Official issues a certificate of completion for the dock on the otherwise vacant lot. Regardless of the timing, all such docks shall be maintained pursuant to all applicable Town codes and building codes for construction and maintenance of docks.

(14) No dock or portion of a dock, including any dock accessory structure, vessel-lifting device, or dolphin piling, shall be located closer than twenty-five (25) feet to any other dock or portion thereof or any other dock's accessory structure, vessel-lifting device, or dolphin pilings or to any other lot or lot of record to which such dock is not accessory or to the closest portion of the side lot lines of the lot or lot of record from which the dock projects or the waterward projection or extension of such side lot lines.

(15) Each dock shall have a light at its terminus and all light(s) installed shall be maintained in good working order. All dock lights shall cast a clear white or yellow light, shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens, shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

(C) *Docking boats.*

(1) No boat, ship or water vessel exceeding in length fifty (50) percent of the bulkhead length of any lot shall be docked at any dock on or projecting from such lot.

(2) No portion of any docked boat, ship or water vessel shall project closer than twenty-five (25) feet to the closest portions of the side lot line of any lot or lot of record to which such dock is accessory or the waterward projection or extension of such side lot lines or closer than twenty-five (25) feet to any lot or lot of record to which such dock is not accessory.

(3) The total of the length of any and all boats, ships or water vessels docked at any dock at any given time shall not exceed in length fifty (50) percent of the bulkhead length of the lot to which such dock is accessory and in no event shall any more than three (3) boats, ships or water vessels be docked at, tied to or rafted to any dock at any one time.

(4) No boat, ship or water vessel keel or hull may be supported, elevated, suspended or otherwise placed or maintained more than twelve (12) inches above the surface of and out of the water at high tide.

(5) No boat, ship or water vessel or any part thereof shall be placed, stored, or maintained upon the surface of any dock.

(6) Houseboats are strictly prohibited.

### **3. BULKHEAD LINE.**

No structures shall be located, erected or constructed seaward of any established bulkhead or bulkhead line, except erosion control devices such as bulkheads, groins or jetties.

## **Sec. 151.594 WATERWAY ZONE W-10 (125 & 130 Churchill Way - Zoning District R1-E).**

### **1. BOATS AND TRAILERS.**

No boats or trailers of any kind shall be kept, maintained or stored on any lot or lot of record except within an enclosed garage or except when docked or moored. These restrictions shall not apply to the storage of non-motorized boats (by way of example and not limitation, kayaks and paddle-boards) which are either screened from the view of abutting neighbors or residences located on the opposite waterbody bank, or which are kept on or adjacent to a dock or seawall.

### **2. BOATHOUSES; DOCKS.**

(A) *Boathouses.* Boathouses are not permitted.

(B) *Docks.* No dock shall be located, erected, constructed, added on to, expanded, extended, replaced, reconstructed or altered upon or projecting from any lot or lot of record unless in strict conformance with DEP and ACOE permit regulations. A permit from these agencies is required prior to issuance of a permit by the Town. Additionally,

the construction, alteration and the like of all docks must meet the following Town regulations:

- (1) Reserved.
- (2) For lots 125 and 130, as depicted on the Town Zoning map, all docks shall project waterward from the associated lot or lot of record or from any seawall on any lot or lot of record, a minimum length necessary (evidenced by bathymetric surveys) to reach a terminus and mooring area located in a water depth of three (3) feet of water at mean low water (MLW). The maximum length of any such dock regulated under this paragraph is forty-five (45) feet.
- (3) The required bathymetric surveys shall be taken from the seawall of the subject lot out across the water for a distance sufficient to demonstrate the width of the navigable waterway or channel (as defined in Section 151.003) in order to demonstrate that the dock in question will not prevent passage through the waterway or channel.
- (4) All docks shall be centered on the lot or lot of record or within ten (10) feet of such a center point and shall run parallel with the seawall of the lot or lot of record on which it is located. However, on a lot or lot of record having a width of three hundred (300) feet or greater the proposed dock need not be centered but the dock and any portion of the dock, including any associated dock accessory structure, vessel-lifting device, or dolphin pilings, must be setback no less than fifty (50) feet from the extended side lot line of any lot or lot of record from which such dock projects.
- (5) Davits are not permitted; other dock accessory structures and vessel-lifting devices (boat elevators, boatlifts, platforms, and personal watercraft lifts) are permitted. Those dock accessory structures containing a flat surface or platform shall be included in all calculations related to a dock's size, location, maximum allowable width, and compliance with side setbacks. Those dock accessory structures or vessel-lifting devices of a conventional design that generally consist of separate beams or rails supported by pilings (including boatlifts, boat elevators, and personal watercraft lifts) shall only be included in calculations related to a dock's maximum allowable width, and compliance with

- side setbacks. The limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to any dock accessory structure or vessel-lifting device as part of the conventional or floating dock.
- (6) Docks that are located on lots 125 and 130, as depicted on the Town Zoning map, may have no more than one (1) light for each ten (10) feet of total linear dock length, measured from the lot, lot of record or seawall to the end of the dock stem plus that length measured from end to end of the dock terminus. All allowed and/or prescribed dock lights shall conform to the requirements as set forth hereinbelow.
- (7) Dolphin pilings and free standing pilings of any kind are strictly prohibited.
- (8) No gear, trash receptacle or equipment shall be permitted on any dock. Equipment specifically excludes power stations, fueling stations, ladders, water hoses, mooring lines, whips and bumper cushions.
- (9) Dock boxes may be used but only attached abutting the seawall or located at the landward dock extremity; no dock box may be higher than thirty (30) inches and greater than twenty-four (24) cubic feet.
- (10) Only one (1) bench placed on a dock is permitted provided such bench is not more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
- (11) Dock color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.
- (12) No surface of any dock shall be constructed or project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
- (13) Floating docks are permissible provided the following regulations are met:
- (a) The width of the surface of each dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet with a total length not to exceed fourteen (14) feet except for concrete floating docks which shall not exceed eight (8) feet in width and fourteen (14) feet in length.
- (b) Each floating dock shall have a light positioned on a post located at each corner that projects into the water. Each light installed shall be maintained

in good working order, shall cast a clear white or yellow light, shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens, shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

(c) A licensed engineer shall certify that each floating dock shall be designed and constructed to meet the same standards applicable to conventional, stationary docks as related to the dock's ability to withstand the effects of a storm event.

(d) Each floating dock shall be designed so as to incorporate neoprene rollers, rubber washers or similar noise reduction components in all hinges and connections and between all parts of the dock to prevent any noise; and all pilings supporting the floating dock shall be positioned on the inside of the dock.

(e) A floating dock attached to a conventional dock shall be considered one (1) dock and the aggregate length of the conventional dock and floating dock shall not exceed the allowable maximum length set forth elsewhere in this section.

(14) No dock, dolphin pilings and/or boat or water vessel attached to it shall prevent passage through any navigable water channel or way as evidenced by bathymetric surveys which shall indicate the location and width of any navigable channel or way with respect to such dock.

(15) Docks are permitted to be accessory uses only and no more than one (1) dock, as an accessory use, may be on or project from any lot or lot of record. See also the definition of "ACCESSORY USE or BUILDINGS or STRUCTURES", and "DOCK". Any dock that is constructed prior to the principal single family residence or that remains on an otherwise vacant lot or lot of record may be used only by the owner of said lot or lot of record, and may only remain and be so used for a maximum of two years prior to the issuance of a certificate of

occupancy for the principal single family residence. The Town Commission may extend the two-year limit when a public need for such extension has been demonstrated to the satisfaction of the Town Commission, on a case-by-case basis. The two-year period shall commence on the date that the Building Official issues a certificate of completion for the dock on the otherwise vacant lot. Regardless of the timing, all such docks shall be maintained pursuant to all applicable Town codes and building codes for construction and maintenance of docks.

(16) No dock or portion of a dock, including any dock accessory structure, vessel-lifting device, or dolphin piling, shall be located closer than twenty-five (25) feet to any other dock or portion thereof or any other dock's accessory structure, vessel-lifting device, or dolphin pilings or to any other lot or lot of record to which such dock is not accessory or to the closest portion of the side lot lines of the lot or lot of record from which the dock projects or the waterward projection or extension of such side lot lines.

(17) Each dock shall have a light at its terminus and all light(s) installed shall be maintained in good working order. All dock lights shall cast a clear white or yellow light, shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens, shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

(C) Docking boats.

(1) No boat, ship or water vessel exceeding in length fifty (50) percent of the bulkhead length of any lot shall be docked at any dock on or projecting from such lot.

(2) No portion of any docked boat, ship or water vessel shall project closer than twenty-five (25) feet to the closest portions of the side lot line of any lot or lot of record to which such dock is accessory or the waterward projection or

extension of such side lot lines or closer than twenty-five (25) feet to any lot or lot of record to which such dock is not accessory.

(3) The total of the length of any and all boats, ships or water vessels docked at any dock at any given time shall not exceed in length fifty (50) percent of the bulkhead length of the lot to which such dock is accessory and in no event shall any more than three (3) boats, ships or water vessels be docked at, tied to or rafted to any dock at any one time.

(4) No boat, ship or water vessel keel or hull may be supported, elevated, suspended or otherwise placed or maintained more than twelve (12) inches above the surface of and out of the water at high tide.

(5) No boat, ship or water vessel or any part thereof shall be placed, stored, or maintained upon the surface of any dock.

(6) Houseboats are strictly prohibited.

### **3. BULKHEAD LINE.**

No structures shall be located, erected or constructed seaward of any established bulkhead or bulkhead line, except erosion control devices such as bulkheads, groins or jetties.

## **Sec. 151.595 WATERWAY ZONE W-11 (1300 Lands End Road - Zoning District RC-1).**

### **1. BOATS AND TRAILERS.**

No boats or trailers of any kind shall be kept, maintained or stored on any lot or lot of record except within an enclosed garage or except when docked or moored. These restrictions shall not apply to the storage of non-motorized boats (by way of example and not limitation, kayaks and paddle-boards) which are either screened from the view of abutting neighbors or residences located on the opposite waterbody bank, or which are kept on or adjacent to a dock or seawall.

### **2. BOATHOUSES; DOCKS.**

(A) Boathouses. Boathouses are not permitted.

(B) Docks. No dock shall be located, erected, constructed, added on to, expanded, extended, replaced, reconstructed or altered upon or projecting from any lot or lot

of record unless in strict conformance with DEP and ACOE permit regulations. A permit from these agencies is required prior to issuance of a permit by the Town. Additionally, the construction, alteration and the like of all docks must meet the following Town regulations:

(1) All docks shall project waterward from the associated lot or lot of record or seawall, a minimum length necessary (evidenced by bathymetric surveys) to reach a terminus and mooring area located in a water depth of three (3) feet of water at mean low water (MLW). The maximum length of any such dock in this zoning district is forty-five (45) feet from any lot or lot of record, and no dock shall be closer than one hundred (100) feet to any other dock and no dock shall be closer than fifty (50) feet to any other district.

(a) Bathymetric surveys shall be taken from the seawall of the subject lot out across the water for a distance sufficient to demonstrate the width of the navigable waterway or channel (as defined in Section 151.003) in order to demonstrate that the dock in question will not prevent passage through the waterway or channel.

(b) Three (3) bathymetric surveys, one (1) each, shall be taken parallel to and originating from each lot line and the point from which the dock is to project in order to meet the above requirements.

(2) The dock and its stem shall be centered on the lot or lot of record or within ten (10) feet of such a center point and shall run parallel to the side lot lines of the lot or lot of record on which it is located. However, on a lot or lot of record having a width of three hundred (300) feet or greater the proposed dock need not be centered.

(3) No dock fingers or projections shall extend from the stem of a dock unless it is in a "T" or "L" configuration located at the furthest waterward projection of the stem of the dock, the total waterward projection of the stem and "T" or "L" addition not to exceed the maximum waterward projection specified herein above with the maximum terminus width limited to fifty (50) feet. However, if the subject dock projects from a lot or lot of record having a width equal to or greater than three hundred (300) feet, a maximum dock terminus width of

seventy-five (75) feet shall be permitted so long as the dock or any portion of the dock, including any associated dock accessory structures, vessel-lifting devices, or dolphin pilings, is setback at least fifty (50) feet from the extended side lot lines.

- (4) Davits are not permitted; other dock accessory structures and vessel-lifting devices (boat elevators, boatlifts, platforms, and personal watercraft lifts) are permitted. Those dock accessory structures containing a flat surface or platform shall be included in all calculations related to a dock's size, location, maximum allowable width, and compliance with side setbacks. Those dock accessory structures or vessel-lifting devices of a conventional design that generally consist of separate beams or rails supported by pilings (including boatlifts, boat elevators, and personal watercraft lifts) shall only be included in calculations related to a dock's maximum allowable width, and compliance with side setbacks. The limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to any dock accessory structure or vessel-lifting device as part of the conventional dock.
- (5) Each dock may have one (1) light for each ten (10) feet of total linear dock length, measured from the lot, lot of record or seawall to end of the dock stem plus that length measured from end to end of the dock terminus. Any and all allowed and/or prescribed dock lights shall conform with the requirements as set forth hereinbelow.
- (6) The width of the surface of each dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet.
- (7) Dolphin pilings are permitted only if accessory to any dock; no more than four (4) dolphin pilings are permitted accessory to any dock and no dolphin pilings shall be located more than thirty-five (35) feet from any portion of the dock to which such dolphin piling is accessory.
- (8) No gear, trash receptacle or equipment shall be permitted on any dock. Equipment specifically excludes power stations, fueling stations, ladders, water hoses, mooring lines, whips and bumper cushions.

- (9) Dock boxes may be used but only attached abutting the seawall or located at the landward dock extremity; no dock box may be higher than thirty (30) inches and greater than twenty-four (24) cubic feet.
- (10) Only one (1) bench placed on a dock is permitted provided such bench is not more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
- (11) Dock color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.
- (12) No surface of any dock shall be constructed or project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
- (13) Floating docks are permissible provided the following regulations are met:
- (a) The width of the surface of each dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet with a total length not to exceed fourteen (14) feet except for concrete floating docks which shall not exceed eight (8) feet in width and fourteen (14) feet in length. A floating dock attached to, adjacent to, or associated with a conventional dock shall be considered one (1) dock. As such, the aggregate length of the conventional dock and floating dock shall not exceed the allowable maximum length set forth elsewhere in this section, and the limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to the floating dock as part of the conventional dock.
- (b) Each floating dock shall have a light positioned on a post located at each corner that projects into the water. Each light installed shall be maintained in good working order, shall cast a clear white or yellow light, shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens, shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may

be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

(c) A licensed engineer shall certify that each floating dock shall be designed and constructed to meet the same standards applicable to conventional, stationary docks as related to the dock's ability to withstand the effects of a storm event.

(d) Each floating dock shall be designed so as to incorporate neoprene rollers, rubber washers or similar noise reduction components in all hinges and connections and between all parts of the dock to prevent any noise; and all pilings supporting the floating dock shall be positioned on the inside of the dock.

(14) No dock, dolphin pilings and/or boat or water vessel attached to it shall prevent passage through any navigable water channel or way as evidenced by bathymetric surveys which shall indicate the location and width of any navigable channel or way with respect to such dock.

(15) Docks are permitted to be accessory uses only and no more than one (1) dock, as an accessory use, may be on or project from any lot or lot of record. See also the definition of "ACCESSORY USE or BUILDINGS or STRUCTURES", and "DOCK". Any dock that is constructed prior to the principal single family residence or that remains on an otherwise vacant lot or lot of record may be used only by the owner of said lot or lot of record, and may only remain and be so used for a maximum of two years prior to the issuance of a certificate of occupancy for the principal single family residence. The Town Commission may extend the two-year limit when a public need for such extension has been demonstrated to the satisfaction of the Town Commission, on a case-by-case basis. The two-year period shall commence on the date that the Building Official issues a certificate of completion for the dock on the otherwise vacant lot. Regardless of the timing, all such docks shall be maintained pursuant to all applicable Town codes and building codes for construction and maintenance of docks.

(16) No dock or portion of a dock, including any dock accessory structure, vessel-lifting device, or dolphin piling, shall be located closer than twenty-five (25) feet to any other dock or portion thereof or any other dock's accessory structure, vessel-lifting device, or dolphin pilings or to any other lot or lot of record to which such dock is not accessory or to the closest portion of the side lot lines of the lot or lot of record from which the dock projects or the waterward projection or extension of such side lot lines.

(17) Each dock shall have a light at its terminus and all light(s) installed shall be maintained in good working order, shall cast a clear white or yellow light, and shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens. All dock lights shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

(C) *Docking boats.*

(1) No boat, ship or water vessel exceeding in length fifty (50) percent of the bulkhead length of any lot shall be docked at any dock on or projecting from such lot.

(2) No portion of any docked boat, ship or water vessel shall project closer than twenty-five (25) feet to the closest portions of the side lot line of any lot or lot of record to which such dock is accessory or the waterward projection or extension of such side lot lines or closer than twenty-five (25) feet to any lot or lot of record to which such dock is not accessory.

(3) No boat, ship or water vessel keel or hull may be supported, elevated, suspended or otherwise placed or maintained more than twelve (12) inches above the surface of and out of the water at high tide.

(4) No boat, ship or water vessel or any part thereof shall be placed, stored, or maintained upon the surface of any dock.

(5) Houseboats are strictly prohibited.

**3. BULKHEAD LINE.**

No structures shall be located, erected or constructed seaward of any established bulkhead or bulkhead line, except erosion control devices such as bulkheads, groins or jetties.

**Sec. 151.596 WATERWAY ZONE W-12 (1444 through 1540 Paslay Place - Zoning District R3-A).**

**1. BOATS AND TRAILERS.**

No boats or trailers of any kind shall be kept, maintained or stored on any lot or lot of record except within an enclosed garage or except when docked or moored. These restrictions shall not apply to the storage of non-motorized boats (by way of example and not limitation, kayaks and paddle-boards) which are either screened from the view of abutting neighbors or residences located on the opposite waterbody bank, or which are kept on or adjacent to a dock or seawall.

**2. BOATHOUSES; DOCKS.**

(A) Boathouses. Boathouses are not permitted.

(B) Docks. No dock shall be located, erected, constructed, added on to, expanded, extended, replaced, reconstructed or altered upon or projecting from any lot or lot of record unless in strict conformance with DEP and ACOE permit regulations. A permit from these agencies is required prior to issuance of a permit by the Town. Additionally, the construction, alteration and the like of all docks must meet the following Town regulations:

(1) All docks shall project waterward from the associated lot or lot of record or seawall, a minimum length necessary (evidenced by bathymetric surveys) to reach a terminus and mooring area located in a water depth of three (3) feet of water at mean low water (MLW). The maximum length of any such dock in this zoning district is eighty (80) feet from the lot or lot of record when such lot or lot of record is west of Lands End Road and fifty-five (55) feet when such lot or lot of record is east of Lands End Road.

(a) The required bathymetric surveys shall be taken from the seawall of the subject lot out across the water for a distance sufficient to demonstrate the width of the navigable waterway or channel (as defined in Section 151.003)

in order to demonstrate that the dock in question will not prevent passage through the waterway or channel.

- (b) Three (3) bathymetric surveys, one (1) each, shall be taken parallel to and originating from each lot line and the point from which the dock is to project in order to meet the above requirements.
- (2) The dock and its stem shall be centered on the lot or lot of record or within ten (10) feet of such a center point and shall run parallel to the side lot lines of the lot or lot of record on which it is located. If it should not be practicable for the dock stem to run parallel to both side lot lines then such dock stem shall be oriented to the lot or lot of record or seawall in such a manner so as to maximize compatibility with neighboring docks located on adjacent properties. However, on a lot or lot of record having a width of three hundred (300) feet or greater the proposed dock need not be centered but the dock and any portion of the dock, including any associated dock accessory structures, vessel-lifting devices, or dolphin pilings, must be setback no less than fifty (50) feet from the extended side lot line of any lot or lot of record from which such dock projects.
- (3) No dock finger(s) or projection(s) shall extend from the stem of a dock unless it is in a "T" or "L" configuration located at the furthest waterward projection of the stem of the dock, the total waterward projection of the stem and "T" or "L" addition not to exceed the maximum waterward projection specified herein above with the maximum terminus width limited to fifty (50) feet. However, if the subject dock projects from a lot or lot of record having a width greater than or equal to three hundred (300) feet, a maximum dock terminus width of seventy-five (75) feet shall be permitted so long as the dock or any portion of the dock or any associated dock accessory structures, vessel-lifting devices, or dolphin pilings are setback at least fifty (50) feet from the extended side lot lines.
- (4) Davits are not permitted; other dock accessory structures and vessel-lifting devices (boat elevators, boatlifts, platforms, and personal watercraft lifts) are permitted. Those dock accessory structures containing a flat surface or platform shall be included in all calculations related to a dock's size, location, maximum allowable width, and compliance with side setbacks. Those dock

- accessory structures or vessel-lifting devices of a conventional design that generally consist of separate beams or rails supported by pilings (including boatlifts, boat elevators, and personal watercraft lifts) shall only be included in calculations related to a dock's maximum allowable width, and compliance with side setbacks. The limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to any dock accessory structure or vessel-lifting device as part of the conventional or floating dock.
- (5) Each dock may have no more than one (1) light for each ten (10) feet of total linear dock length, measured from the lot, lot of record or seawall to end of the dock stem plus that length measured from end to end of the dock terminus. All allowed and/or prescribed dock lights shall conform to the requirements as set forth herein below.
  - (6) The width of the surface of each dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet.
  - (7) Dolphin pilings are permitted only if accessory to any dock; no more than four (4) dolphin pilings are permitted accessory to any dock and no dolphin pilings shall be located more than thirty-five (35) feet from any portion of the dock to which such dolphin piling is accessory.
  - (8) No gear, trash receptacle or equipment shall be permitted on any dock. Equipment specifically excludes power stations, fueling stations, ladders, water hoses, mooring lines, whips and bumper cushions.
  - (9) Dock boxes may be used but only attached abutting the seawall or located at the landward dock extremity; no dock box may be higher than thirty (30) inches and greater than twenty-four (24) cubic feet.
  - (10) Only one (1) bench placed on a dock is permitted provided such bench is not more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
  - (11) Dock color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.

- (12) No surface of any dock shall be constructed or project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
- (13) Floating docks are permissible provided the following regulations are met:
- (a) The width of the surface of each dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet with a total length not to exceed fourteen (14) feet except for concrete floating docks which shall not exceed eight (8) feet in width and fourteen (14) feet in length.
  - (b) Each floating dock shall have a light positioned on a post located at each corner that projects into the water. Each light installed shall be maintained in good working order, shall cast a clear white or yellow light, shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens, shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.
  - (c) A licensed engineer shall certify that each floating dock shall be designed and constructed to meet the same standards applicable to conventional, stationary docks as related to the dock's ability to withstand the effects of a storm event.
  - (d) Each floating dock shall be designed so as to incorporate neoprene rollers, rubber washers or similar noise reduction components in all hinges and connections and between all parts of the dock to prevent any noise; and all pilings supporting the floating dock shall be positioned on the inside of the dock.
  - (e) A floating dock attached to, adjacent to, or associated with a conventional dock shall be considered one (1) dock. As such, the aggregate length of the conventional dock and floating dock shall not exceed the allowable maximum length set forth elsewhere in this section, and the limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock

location shall be applied to the floating dock as part of the conventional dock.

- (14) No dock, dolphin pilings and/or boat or water vessel attached to it shall prevent passage through any navigable water channel or way as evidenced by bathymetric surveys which shall indicate the location and width of any navigable channel or way with respect to such dock.
- (15) Docks are permitted to be accessory uses only and no more than one (1) dock, as an accessory use, may be on or project from any lot or lot of record. See also the definition of "ACCESSORY USE or BUILDINGS or STRUCTURES", and "DOCK". Any dock that is constructed prior to the principal single family residence or that remains on an otherwise vacant lot or lot of record may be used only by the owner of said lot or lot of record, and may only remain and be so used for a maximum of two years prior to the issuance of a certificate of occupancy for the principal single family residence. The Town Commission may extend the two-year limit when a public need for such extension has been demonstrated to the satisfaction of the Town Commission, on a case-by-case basis. The two-year period shall commence on the date that the Building Official issues a certificate of completion for the dock on the otherwise vacant lot. Regardless of the timing, all such docks shall be maintained pursuant to all applicable Town codes and building codes for construction and maintenance of docks.
- (16) No dock or portion of a dock, including any dock accessory structure, vessel-lifting device, or dolphin piling, shall be located closer than twenty-five (25) feet to any other dock or portion thereof or any other dock's accessory structure, vessel-lifting device, or dolphin pilings or to any other lot or lot of record to which such dock is not accessory or to the closest portion of the side lot lines of the lot or lot of record from which the dock projects or the waterward projection or extension of such side lot lines.
- (17) Each dock shall have a light at its terminus and all light(s) installed shall be maintained in good working order, shall cast a clear white or yellow light, and shall not exceed the intensity of a forty (40) watt tungsten filament incandescent

or equivalent (less than or equal to four hundred eighty (480) lumens. All dock lights shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

(C) Docking boats.

- (1) No boat, ship or water vessel exceeding in length fifty (50) percent of the bulkhead length of any lot shall be docked at any dock on or projecting from such lot.
- (2) No portion of any docked boat, ship or water vessel shall project closer than twenty-five (25) feet to the closest portions of the side lot line of any lot or lot of record to which such dock is accessory or the waterward projection or extension of such side lot lines or closer than twenty-five (25) feet to any lot or lot of record to which such dock is not accessory.
- (3) The total of the length of any and all boats, ships or water vessels docked at any dock at any given time shall not exceed in length fifty (50) percent of the bulkhead length of the lot to which such dock is accessory and in no event shall any more than three (3) boats, ships or water vessels be docked at, tied to or rafted to any dock at any one (1) time.
- (4) No boat, ship or water vessel keel or hull may be supported, elevated, suspended or otherwise placed or maintained more than twelve (12) inches above the surface of and out of the water at high tide.
- (5) No boat, ship or water vessel or any part thereof shall be placed, stored, or maintained upon the surface of any dock.
- (6) Houseboats are strictly prohibited.

**3. BULKHEAD LINE.**

No structures shall be located, erected or constructed seaward of any established bulkhead or bulkhead line, except erosion control devices such as bulkheads, groins or jetties.

**Sec. 151.597 WATERWAY ZONE W-13 (Evans Lane - Zoning District R3-B).**

## **1. BOATS AND TRAILERS.**

No boats or trailers of any kind shall be kept, maintained or stored on any lot or lot of record except within an enclosed garage or except when docked or moored. These restrictions shall not apply to the storage of non-motorized boats (by way of example and not limitation, kayaks and paddle-boards) which are either screened from the view of abutting neighbors or residences located on the opposite waterbody bank, or which are kept on or adjacent to a dock or seawall.

## **2. BOATHOUSES; DOCKS.**

(A) Boathouses. Boathouses are not permitted.

(B) Docks. No dock shall be located, erected, constructed, added on to, expanded, extended, replaced, reconstructed or altered upon or projecting from any lot or lot of record unless in strict conformance with DEP and ACOE permit regulations. A permit from these agencies is required prior to issuance of a permit by the Town. Additionally, the construction, alteration and the like of all docks must meet the following Town regulations:

(1) Only marginal docks that project waterward a maximum width of five (5) feet from any lot or lot of record or seawall, whichever is less, shall be allowed.

(2) All docks shall be centered on the lot or lot of record or within ten (10) feet of such a center point and shall run parallel with the seawall of the lot or lot of record on which it is located. However, on a lot or lot of record having a width of three hundred (300) feet or greater the proposed dock need not be centered but the dock and any portion of the dock, including any associated dock accessory structure, vessel-lifting device, or dolphin pilings, must be setback no less than fifty (50) feet from the extended side lot line of any lot or lot of record from which such dock projects.

(3) Dolphin pilings are permitted only if accessory to any dock; no more than four

(4) dolphin pilings are permitted accessory to any dock and no dolphin pilings shall be located more than thirty-five (35) feet from any portion of the dock to which such dolphin piling is accessory.

- (4) No gear, trash receptacle or equipment shall be permitted on any dock. Equipment specifically excludes power stations, fueling stations, ladders, water hoses, mooring lines and bumper cushions.
- (5) Dock boxes may be used but only attached abutting the seawall or located at the landward dock extremity; no dock box may be higher than thirty (30) inches and greater than twenty-four (24) cubic feet.
- (6) Only one (1) bench placed on a dock is permitted provided such bench is not more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
- (7) Dock color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.
- (8) No surface of any dock shall be constructed or project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
- (9) Floating docks are permissible provided the following regulations are met:
- (a) The width of the surface of each dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet with a total length not to exceed fourteen (14) feet except for concrete floating docks which shall not exceed eight (8) feet in width and fourteen (14) feet in length. A floating dock attached to, adjacent to, or associated with a conventional dock shall be considered one (1) dock. As such, the aggregate length of the conventional dock and floating dock shall not exceed the allowable maximum length set forth elsewhere in this section, and the limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to the floating dock as part of the conventional dock.
- (b) Each floating dock shall have a light positioned on a post located at each corner that projects into the water. Each light installed shall be maintained in good working order, shall cast a clear white or yellow light, shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens, shall

operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

(c) A licensed engineer shall certify that each floating dock shall be designed and constructed to meet the same standards applicable to conventional, stationary docks as related to the dock's ability to withstand the effects of a storm event.

(d) Each floating dock shall be designed so as to incorporate neoprene rollers, rubber washers or similar noise reduction components in all hinges and connections and between all parts of the dock to prevent any noise; and all pilings supporting the floating dock shall be positioned on the inside of the dock.

(10) No dock, dolphin pilings and/or boat or water vessel attached to it shall prevent passage through any navigable water channel or way as evidenced by bathymetric surveys which shall indicate the location and width of any navigable channel or way with respect to such dock.

(11) Docks are permitted to be accessory uses only and no more than one (1) dock, as an accessory use, may be on or project from any lot or lot of record. See also the definition of "ACCESSORY USE or BUILDINGS or STRUCTURES", and "DOCK". Any dock that is constructed prior to the principal single family residence or that remains on an otherwise vacant lot or lot of record may be used only by the owner of said lot or lot of record, and may only remain and be so used for a maximum of two years prior to the issuance of a certificate of occupancy for the principal single family residence. The Town Commission may extend the two-year limit when a public need for such extension has been demonstrated to the satisfaction of the Town Commission, on a case-by-case basis. The two-year period shall commence on the date that the Building Official issues a certificate of completion for the dock on the otherwise vacant lot. Regardless of the timing, all such docks shall be maintained pursuant to all

applicable Town codes and building codes for construction and maintenance of docks.

(12) No dock or portion of a dock, including any associated dock accessory structures, vessel-lifting devices, or dolphin pilings, shall be located closer than twenty-five (25) feet to any other dock or portion thereof or any other dock's accessory structure, vessel-lifting device, or dolphin pilings or to any other lot or lot of record to which such dock is not accessory or to the closest portion of the side lot lines of the lot or lot of record from which the dock projects or the waterward projection or extension of such side lot lines.

(13) Dock accessory structures and vessel-lifting devices (boat elevators, boatlifts, platforms, and personal watercraft lifts) are permitted on docks. Dock accessory structures containing a flat surface or platform shall be included in all calculations related to a dock's size, location, terminus configuration, maximum allowable length, and compliance with side setbacks. Dock accessory structures or vessel-lifting devices of a conventional design that generally consist of separate beams or rails supported by pilings (including boatlifts, boat elevators, and personal watercraft lifts) shall only be included in calculations related to a dock's maximum allowable length and compliance with side setbacks. The limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to any dock accessory structure or vessel-lifting device as part of the conventional or floating dock.

(C) Docking boats.

(1) No boat, ship or water vessel exceeding in length fifty (50) percent of the bulkhead length of any lot shall be docked at any dock on or projecting from such lot.

(2) No portion of any docked boat, ship or water vessel shall project closer than twenty-five (25) feet to the closest portions of the side lot line of any lot or lot of record to which such dock is accessory or the waterward projection or extension of such side lot lines or closer than twenty-five (25) feet to any lot or lot of record to which such dock is not accessory.

(3) No boat, ship or water vessel keel or hull may be supported, elevated, suspended or otherwise placed or maintained more than twelve (12) inches above the surface of and out of the water at high tide.

(4) No boat, ship or water vessel or any part thereof shall be placed, stored, or maintained upon the surface of any dock.

(5) Houseboats are strictly prohibited.

### **3. BULKHEAD LINE.**

No structures shall be located, erected or constructed seaward of any established bulkhead or bulkhead line, except erosion control devices such as bulkheads, groins or jetties.

## **Sec. 151.598 WATERWAY ZONE W-14 (620 through 1550 S. Ocean Blvd. - Zoning District R1-C).**

### **1. BOATS AND TRAILERS.**

No boats or trailers of any kind shall be kept, maintained or stored on any lot or lot of record except within an enclosed garage or except when docked or moored. These restrictions shall not apply to the storage of non-motorized boats (by way of example and not limitation, kayaks and paddle-boards) which are either screened from the view of abutting neighbors or residences located on the opposite waterbody bank, or which are kept on or adjacent to a dock or seawall.

### **2. BOATHOUSES; DOCKS.**

(A) Boathouses. Boathouses are not permitted.

(B) Docks. No dock shall be located, erected, constructed, added on to, expanded, extended, replaced, reconstructed or altered upon or projecting from any lot or lot of record unless in strict conformance with DEP and ACOE permit regulations. A permit from these agencies is required prior to issuance of a permit by the Town. Additionally, the construction, alteration and the like of all docks must meet the following Town regulations:

(1) All docks shall project waterward from the associated lot or lot of record or seawall, a minimum length necessary (evidenced by bathymetric surveys) to reach a terminus and mooring area located in a water depth of three (3) feet of

- water at mean low water (MLW). The maximum length of any such dock in this zoning district is thirty-five (35) feet from any lot or lot of record or seawall.
- (a) The required bathymetric surveys shall be taken from the seawall of the subject lot out across the water for a distance sufficient to demonstrate the width of the navigable waterway or channel (as defined in Section 151.003) in order to demonstrate that the dock in question will not prevent passage through the waterway or channel.
- (b) Three (3) bathymetric surveys, one (1) each, shall be taken parallel to and originating from each side lot line and the point from which the dock is to project in order to satisfy the above requirements.
- (2) No dock finger or projection shall extend from the stem of a dock unless it is in a "T" or "L" configuration located at the furthest waterward projection of the dock; the total waterward projection of the stem and "T" or "L" addition shall not exceed the maximum waterward projection allowed and the maximum terminus width shall be limited to fifty (50) feet. However, if the subject dock projects from a lot or lot of record having a width greater than or equal to three hundred (300) feet, a maximum dock terminus width of seventy-five (75) feet shall be permitted so long as the dock or any portion of the dock, including any associated dock accessory structures, vessel-lifting devices, or dolphin pilings, is setback at least fifty (50) feet from the extended side lot lines.
- (3) Dolphin pilings are permitted only if accessory to any dock; no more than six (6) dolphin pilings are permitted accessory to any dock and no dolphin pilings shall be located more than thirty-five (35) feet from any portion of the dock to which such dolphin piling is accessory. However, if the dock's terminus is less than the maximum width allowed for that lot, permitted dolphin pilings may be placed no more than thirty-five (35) feet from the point to which such maximum width dock terminus would have extended so long as there is no encroachment into the waterward extension of the applicable side setback lines.
- (4) Dock surface width shall conform with the following:
- (a) the width of the surface of a dock terminus shall not be more than eight (8) feet and not less than four (4) feet; and

- (b) the width of the surface of a dock stem shall not be more than six (6) feet and not less than four (4) feet.
- (5) No gear, trash receptacle or equipment shall be permitted on any dock. Equipment specifically excludes power stations, fueling stations, ladders, water hoses, mooring lines, whips and bumper cushions.
- (6) Dock boxes may be used but only attached abutting the seawall or located at the landward dock extremity; no dock box may be higher than thirty (30) inches and greater than twenty-four (24) cubic feet.
- (7) Only one (1) bench placed on a dock is permitted provided such bench is not more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
- (8) Dock color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.
- (9) No surface of any dock shall be constructed or project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
- (10) Floating docks are permissible provided the following regulations are met:
- (a) The width of the surface of each floating dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet with a total length not to exceed fourteen (14) feet except for concrete floating docks which shall not exceed eight (8) feet in width and fourteen (14) feet in length.
- (b) Each floating dock shall have a light positioned on a post located at each corner that projects into the water. Each light installed shall be maintained in good working order, shall cast a clear white or yellow light, shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens, shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

- (c) A licensed engineer shall certify that each floating dock shall be designed and constructed to meet the same standards applicable to conventional, stationary docks as related to the dock's ability to withstand the effects of a storm event.
- (d) Each floating dock shall be designed so as to incorporate neoprene rollers, rubber washers or similar noise reduction components in all hinges and connections and between all parts of the dock to prevent any noise; and all pilings supporting the floating dock shall be positioned on the inside of the dock.
- (e) A floating dock attached to, adjacent to, or associated with a conventional dock shall be considered one (1) dock. As such, the aggregate length of the conventional dock and floating dock shall not exceed the allowable maximum length set forth elsewhere in this section, and the limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to the floating dock as part of the conventional dock.
- (11) No dock, dolphin pilings and/or boat or water vessel attached to it shall prevent passage through any navigable water channel or way as evidenced by bathymetric surveys which shall indicate the location and width of any navigable channel or way with respect to such dock.
- (12) Docks are permitted to be accessory uses only and no more than one (1) dock, as an accessory use, may be on or project from any lot or lot of record See also the definition of "ACCESSORY USE or BUILDINGS or STRUCTURES", and "DOCK". Any dock that is constructed prior to the principal single family residence or that remains on an otherwise vacant lot or lot of record may be used only by the owner of said lot or lot of record, and may only remain and be so used for a maximum of two years prior to the issuance of a certificate of occupancy for the principal single family residence. The Town Commission may extend the two-year limit when a public need for such extension has been demonstrated to the satisfaction of the Town Commission, on a case-by-case basis. The two-year period shall commence on the date that the Building Official

issues a certificate of completion for the dock on the otherwise vacant lot. Regardless of the timing, all such docks shall be maintained pursuant to all applicable Town codes and building codes for construction and maintenance of docks.

- (13) No dock or portion of a dock, including any associated dock accessory structures, vessel-lifting devices, or dolphin pilings, shall be located closer than twenty-five (25) feet to any other dock or portion thereof or any other dock's accessory structure, vessel-lifting device, or dolphin pilings or to any other lot or lot of record to which such dock is not accessory or to the closest portion of the side lot lines of the lot or lot of record from which the dock projects or the waterward projection or extension of such side lot lines.
- (14) Dock accessory structures and vessel-lifting devices (boat elevators, boatlifts, platforms, and personal watercraft lifts) are permitted on docks. Dock accessory structures containing a flat surface or platform be included in all calculations related to a dock's size, location, terminus configuration, maximum allowable length, and compliance with side setbacks. Dock accessory structures or vessel-lifting devices of a conventional design that generally consist of separate beams or rails supported by pilings (including boatlifts, boat elevators, and personal watercraft lifts) shall only be included in calculations related to a dock's maximum allowable length and compliance with side setbacks. The limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to any dock accessory structure or vessel-lifting device as part of the conventional or floating dock.
- (15) Each dock shall have a light at its terminus and all light(s) installed shall be maintained in good working order, shall cast a clear white or yellow light, and shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens. All dock lights shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

(16) Each dock may have no more than one (1) light for each ten (10) feet of total linear dock length, measured from the lot, lot of record or seawall to end of the dock stem plus that length measured from end to end of the dock terminus. Any and all allowed dock lights shall conform with the requirements as set forth herein above.

(17) All docks shall be centered on the lot or lot of record or within ten (10) feet of such a center point and shall run parallel with the side lot lines of the lot or lot of record on which it is located. However, on a lot or lot of record having a width of three hundred (300) feet or greater the proposed dock need not be centered but the dock and any portion of the dock, including any associated dock accessory structure, vessel-lifting device, or dolphin pilings, must be setback no less than fifty (50) feet from the extended side lot line of any lot or lot of record from which such dock projects.

(C) Docking boats.

(1) No portion of any docked boat, ship or water vessel shall project closer than twelve (12) feet to the closest portions of the side lot line of any lot or lot of record to which such dock is accessory or the waterward projection or extension of such side lot lines or closer than twelve (12) feet to any lot or lot of record to which such dock is not accessory.

(2) No boat, ship or water vessel keel or hull may be supported, elevated, suspended or otherwise placed or maintained more than twelve (12) inches above the surface of and out of the water at high tide.

(3) No boat, ship or water vessel or any part thereof shall be placed, stored, or maintained upon the surface of any dock.

(4) Houseboats are strictly prohibited.

**3. BULKHEAD LINE.**

No structures shall be located, erected or constructed seaward of any established bulkhead or bulkhead line, except erosion control devices such as bulkheads, groins or jetties.

**Sec. 151.599 WATERWAY ZONE W-15 (1555 through 2000 S. Ocean Blvd. - Zoning District R1-B).**

**1. BOATS AND TRAILERS.**

No boats or trailers of any kind shall be kept, maintained or stored on any lot or lot of record except within an enclosed garage or except when docked or moored. These restrictions shall not apply to the storage of non-motorized boats (by way of example and not limitation, kayaks and paddle-boards) which are either screened from the view of abutting neighbors or residences located on the opposite waterbody bank, or which are kept on or adjacent to a dock or seawall.

**2. BOATHOUSES; DOCKS.**

(A) Boathouses. Boathouses are not permitted.

(B) Docks. No dock shall be located, erected, constructed, added on to, expanded, extended, replaced, reconstructed or altered upon or projecting from any lot or lot of record unless in strict conformance with DEP and ACOE permit regulations. A permit from these agencies is required prior to issuance of a permit by the Town. Additionally, the construction, alteration and the like of all docks must meet the following Town regulations:

(1) All docks shall project waterward from the associated lot or lot of record or seawall, a minimum length necessary (evidenced by bathymetric surveys) to reach a terminus and mooring area located in a water depth of three (3) feet of water at mean low water (MLW). The maximum length of any such dock in this zoning district is one hundred fifty (150) feet from any lot or lot of record or seawall.

(a) The required bathymetric surveys shall be taken from the seawall of the subject lot out across the water for a distance sufficient to demonstrate the width of the navigable waterway or channel (as defined in Section 151.003) in order to demonstrate that the dock in question will not prevent passage through the waterway or channel.

(b) Three (3) bathymetric surveys, one (1) each, shall be taken parallel to and originating from each side lot line and the point from which the dock is to project in order to satisfy the above requirements.

- (2) No dock finger or projection shall extend from the stem of a dock unless it is in a "T" or "L" configuration located at the furthest waterward projection of the dock, the total waterward projection of the stem and "T" or "L" addition not to exceed the maximum waterward projection allowed and the total dimension of such terminus not to exceed fifty (50) feet by eight (8) feet. However, if the subject dock projects from a lot or lot of record having a width greater than or equal to three hundred (300) feet, a dock terminus dimension of seventy-five (75) feet by eight (8) feet shall be permitted so long as the dock or any portion of the dock, including any associated dock accessory structure, vessel-lifting device, or dolphin pilings, is setback at least fifty (50) feet from the extended side lot property lines.
- (3) Side setback. No dock or portion of a dock, including any dock accessory structure, vessel-lifting device, or dolphin pilings, shall be located closer than the below set forth footage distance to any other dock or portion thereof or any other dock's accessory structure, vessel-lifting device, or dolphin pilings or to any other lot or lot of record to which such dock is not accessory or to the closest portion of the side lot lines of the lot or lot of record from which the dock projects or the waterward projection or extension of such side lot lines:
- (a) Where the dock projects waterward less than one hundred (100) feet as calculated in subsection (B)(1) above, the setback is twenty-five (25) feet;  
and
- (b) Where the dock projects waterward more than one hundred (100) feet as calculated in subsection (B)(1) above, the setback is fifty (50) feet.
- (4) Except for the terminus of a dock, the width of the surface of each dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet.
- (5) Dolphin pilings are permitted only if accessory to any dock; no more than six (6) dolphin pilings are permitted accessory to any dock and no dolphin pilings shall be located more than thirty-five (35) feet from any portion of the dock to which such dolphin piling is accessory. However, if the dock's terminus is less than the maximum width allowed for that lot, permitted dolphin pilings may be

- placed no more than thirty-five (35) feet from the point to which such maximum width dock terminus would have extended so long as there is no encroachment into the waterward extension of the applicable side setback lines.
- (6) No gear, trash receptacle or equipment shall be permitted on any dock. Equipment specifically excludes power stations, fueling stations, ladders, water hoses, mooring lines, whips and bumper cushions.
- (7) Dock boxes may be used but only attached abutting the seawall or located at the landward dock extremity; no dock box may be higher than thirty (30) inches and greater than twenty-four (24) cubic feet.
- (8) Only one (1) bench placed on a dock is permitted provided such bench is not more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
- (9) Dock color shall be maintained in a condition that eliminated an appearance of disrepair or neglect.
- (10) No surface of any dock shall be constructed or project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
- (11) Floating docks are permissible provided the following regulations are met:
- (a) The width of the surface of each dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet with a total length not to exceed fourteen (14) feet except for concrete floating docks which shall not exceed eight (8) feet in width and fourteen (14) feet in length.
- (b) Each floating dock shall have a light positioned on a post located at each corner that projects into the water. Each light installed shall be maintained in good working order, shall cast a clear white or yellow light, shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens, shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

- (c) A licensed engineer shall certify that each floating dock shall be designed and constructed to meet the same standards applicable to conventional, stationary docks as related to the dock's ability to withstand the effects of a storm event.
- (d) Each floating dock shall be designed so as to incorporate neoprene rollers, rubber washers or similar noise reduction components in all hinges and connections and between all parts of the dock to prevent any noise; and all pilings supporting the floating dock shall be positioned on the inside of the dock.
- (e) A floating dock attached to, adjacent to, or associated with a conventional dock shall be considered one (1) dock. As such, the aggregate length of the conventional dock and floating dock shall not exceed the allowable maximum length set forth elsewhere in this section, and the limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to the floating dock as part of the conventional dock.
- (12) No dock, dolphin pilings and/or boat or water vessel attached to it shall prevent passage through any navigable water channel or way as evidenced by bathymetric surveys which shall indicate the location and width of any navigable channel or way with respect to such dock.
- (13) Docks are permitted to be accessory uses only and no more than one (1) dock, as an accessory use, may be on or project from any lot or lot of record. See also the definition of "ACCESSORY USE or BUILDINGS or STRUCTURES", and "DOCK". Any dock that is constructed prior to the principal single family residence or that remains on an otherwise vacant lot or lot of record may be used only by the owner of said lot or lot of record, and may only remain and be so used for a maximum of two years prior to the issuance of a certificate of occupancy for the principal single family residence. The Town Commission may extend the two-year limit when a public need for such extension has been demonstrated to the satisfaction of the Town Commission, on a case-by-case basis. The two-year period shall commence on the date that the Building Official

issues a certificate of completion for the dock on the otherwise vacant lot. Regardless of the timing, all such docks shall be maintained pursuant to all applicable Town codes and building codes for construction and maintenance of docks.

- (14) All docks shall be centered or within ten (10) feet of center on the lot or lot of record and shall run parallel with the side lot lines of the lot or lot of record on which it is located. However, on a lot or lot of record having a width of three hundred (300) feet or greater the dock need not be centered but the dock and any portion of the dock, including any associated dock accessory structure, vessel-lifting device, or dolphin pilings, must be setback no less than fifty (50) feet from the extended side lot line of the lot or lot of record from which such dock projects.
- (15) Dock accessory structures and vessel-lifting devices (boat elevators, boat-lifts, platforms, and personal watercraft lifts) are permitted on docks. Dock accessory structures containing a flat surface or platform shall be included in all calculations related to a dock's size, location, terminus configuration, maximum allowable length, and compliance with side setbacks. Dock accessory structures or vessel-lifting devices of a conventional design that generally consist of separate beams or rails supported by pilings (including boatlifts, boat elevators, and personal watercraft lifts) shall only be included in calculations related to a dock's maximum allowable length and compliance with side setbacks. The limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to any dock accessory structure or vessel-lifting device as part of the conventional or floating dock.
- (16) Each dock shall have a light at its terminus and all light(s) installed shall be maintained in good working order, shall cast a clear white or yellow light, and shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens. All dock lights shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may

be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.

- (17) Each dock may have no more than one (1) light for each ten (10) feet of total linear dock length, measured from the lot, lot of record or seawall to end of the dock stem plus that length measured from end to end of the dock terminus. Any and all allowed and/or prescribed dock lights shall conform to the requirements as set forth herein above.

(C) Docking boats.

- (1) No portion of any docked boat, ship or water vessel shall project closer than twenty (20) feet to the closest portions of the side lot line of any lot or lot of record to which such dock is accessory or the waterward projection or extension of such side lot lines or closer than twenty (20) feet to any lot or lot of record to which such dock is not an accessory.
- (2) No boat, ship or water vessel keel or hull may be supported, elevated, suspended or otherwise placed or maintained more than twelve (12) inches above the surface of and out of the water at high tide.
- (3) No boat, ship or water vessel or any part thereof shall be placed, stored, or maintained upon the surface of any dock.
- (4) Houseboats are strictly prohibited.

**3. BULKHEAD LINE.**

No structures shall be located, erected or constructed seaward of any established bulkhead or bulkhead line, except erosion control devices such as bulkheads, groins or jetties.

**Sec. 151.600 WATERWAY ZONE W-16 (3040 through 4020 S. Ocean Blvd. - Zoning District R1-A).**

**1. BOATS AND TRAILERS.**

No boats or trailers of any kind shall be kept, maintained or stored on any lot or lot of record except within an enclosed garage or except when docked or moored. These restrictions shall not apply to the storage of non-motorized boats (by way of example and not limitation, kayaks and paddle-boards) which are either screened from the view of

abutting neighbors or residences located on the opposite waterbody bank, or which are kept on or adjacent to a dock or seawall.

## **2. BOATHOUSES; DOCKS.**

(A) Boathouses. Boathouses are not permitted.

(B) Docks. No dock shall be located, erected, constructed, added on to, expanded, extended, replaced, reconstructed or altered upon or projecting from any lot or lot of record unless it is located on the west side of Highway A1A and unless in strict conformance with DEP and ACOE permit regulations. A permit from these agencies is required prior to issuance of a permit by the Town. Additionally, the construction, alteration and the like of all docks must meet the following Town regulations:

(1) All docks shall project waterward from the associated lot or lot of record or seawall, a minimum length necessary (evidenced by bathymetric surveys) to reach a terminus and mooring area located in a water depth of three (3) feet of water at mean low water (MLW). The maximum length of any such dock in this zoning district is eighty (80) feet from any lot or lot of record or seawall

(a) The required bathymetric surveys shall be taken from the seawall of the subject lot out across the water for a distance sufficient to demonstrate the width of the navigable waterway or channel (as defined in Section 151.003) in order to demonstrate that the dock in question will not prevent passage through the waterway or channel.

(b) Three (3) bathymetric surveys, one (1) each, shall be taken parallel to and originating from each side lot line and the point from which the dock is to project in order to satisfy the above requirements.

(2) The width of the surface of each dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet.

(3) Dolphin pilings are permitted only if accessory to any dock; no more than four (4) dolphin pilings are permitted accessory to any dock and no dolphin pilings shall be located more than thirty-five (35) feet from any portion of the dock to which such dolphin piling is accessory.

- (4) No gear, trash receptacle or equipment shall be permitted on any dock. Equipment specifically excludes power stations, fueling stations, ladders, water hoses, mooring lines, whips and bumper cushions.
- (5) Dock boxes may be used but only attached abutting the seawall or located at the landward dock extremity; no dock box may be higher than thirty (30) inches and greater than twenty-four (24) cubic feet.
- (6) Only one (1) bench placed on a dock is permitted provided such bench is not more than five (5) feet in length, no more than thirty-six (36) inches in height and no more than eighteen (18) inches in width.
- (7) Dock color shall be maintained in a condition that eliminates an appearance of disrepair or neglect.
- (8) No surface of any dock shall be constructed or project in height higher than the level of any abutting seawall or five and one-half (5½) feet above mean sea level, whichever is higher.
- (9) Floating docks are permissible provided the following regulations are met:
- (a) The width of the surface of each dock and each portion thereof shall not be more than six (6) feet and not less than four (4) feet with a total length not to exceed fourteen (14) feet except for concrete floating docks which shall not exceed eight (8) feet in width and fourteen (14) feet in length.
- (b) Each floating dock shall have a light positioned on a post located at each corner that projects into the water. Each light installed shall be maintained in good working order, shall cast a clear white or yellow light, shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens, shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.
- (c) A licensed engineer shall certify that each floating dock shall be designed and constructed to meet the same standards applicable to conventional,

stationary docks as related to the dock's ability to withstand the effects of a storm event.

- (d) Each floating dock shall be designed so as to incorporate neoprene rollers, rubber washers or similar noise reduction components in all hinges and connections and between all parts of the dock to prevent any noise; and all pilings supporting the floating dock shall be positioned on the inside of the dock.
- (e) A floating dock attached to, adjacent to, or associated with a conventional dock shall be considered one (1) dock. As such, the aggregate length of the conventional dock and floating dock shall not exceed the allowable maximum length set forth elsewhere in this section, and the limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to the floating dock as part of the conventional dock.
- (10) No dock, dolphin pilings and/or boat or water vessel attached to it shall prevent passage through any navigable water channel or way as evidenced by bathymetric surveys which shall indicate the location and width of any navigable channel or way with respect to such dock.
- (11) Docks are permitted to be accessory uses only and no more than one (1) dock, as an accessory use, may be on or project from any lot or lot of record. See also the definition of "ACCESSORY USE or BUILDINGS or STRUCTURES", and "DOCK". Any dock that is constructed prior to the principal single family residence or that remains on an otherwise vacant lot or lot of record may be used only by the owner of said lot or lot of record, and may only remain and be so used for a maximum of two years prior to the issuance of a certificate of occupancy for the principal single family residence. The Town Commission may extend the two-year limit when a public need for such extension has been demonstrated to the satisfaction of the Town Commission, on a case-by-case basis. The two-year period shall commence on the date that the Building Official issues a certificate of completion for the dock on the otherwise vacant lot. Regardless of the timing, all such docks shall be maintained pursuant to all

applicable Town codes and building codes for construction and maintenance of docks.

- (12) No dock or portion of a dock, including any associated dock accessory structures, vessel-lifting devices, or dolphin pilings, shall be located closer than twenty-five (25) feet to any other dock or portion thereof or any other dock's accessory structure, vessel-lifting device, or dolphin pilings or to any other lot or lot of record to which such dock is not accessory or to the closest portion of the side lot lines of the lot or lot of record from which the dock projects or the waterward projection or extension of such side lot lines.
- (13) Dock accessory structures and vessel-lifting devices (boat elevators, boatlifts, platforms, and personal watercraft lifts) are permitted on docks. Dock accessory structures containing a flat surface or platform shall be included in all calculations related to a dock's size, location, terminus configuration, maximum allowable length, and compliance with side setbacks. Dock accessory structures or vessel-lifting devices of a conventional design that generally consist of separate beams or rails supported by pilings (including boatlifts, boat elevators, and personal watercraft lifts) shall only be included in calculations related to a dock's maximum allowable length and compliance with side setbacks. The limits on dolphin pilings, gear, trash receptacles, equipment, boxes, benches, color and dock location shall be applied to any dock accessory structure or vessel-lifting device as part of the conventional or floating dock.
- (14) Each dock shall have a light at its terminus and all light(s) installed shall be maintained in good working order, shall cast a clear white or yellow light, and shall not exceed the intensity of a forty (40) watt tungsten filament incandescent or equivalent (less than or equal to four hundred eighty (480) lumens. All dock lights shall operate on automatic light sensor turning on at dusk and off at dawn, shall not project above the dock surface higher than sixty (60) inches and may be solar powered. These same illumination intensity regulations shall apply to lighting for steps attached to a dock, if any.
- (15) Each dock may have no more than one (1) light for each ten (10) feet of total linear dock length, measured from the lot, lot of record or seawall to end of the

dock stem plus that length measured from end to end of the dock terminus. Any and all allowed and/or prescribed dock lights shall conform to the requirements as set forth herein above.

(16) All docks shall be centered or within ten (10) feet of center on the lot or lot of record and shall run parallel with the side lot lines of the lot or lot of record on which it is located. However, on a lot or lot of record having a width of three hundred (300) feet or greater the dock need not be centered but the dock and any portion of the dock, including any associated dock accessory structure, vessel-lifting device, or dolphin pilings, must be setback no less than fifty (50) feet from the extended side lot line of the lot or lot of record from which such dock projects.

(17) A "T" or "L" shaped dock terminus configuration shall not be allowed due to the space constraints in this zoning District.

(C) Docking boats.

(1) No boat, ship or water vessel exceeding in length seventy-five (75) percent of the bulkhead length of any lot shall be docked at any dock on or projecting from such lot.

(2) No portion of any docked boat, ship or water vessel shall project closer than twenty-five (25) feet to the closest portions of the side lot line of any lot or lot of record to which such dock is accessory or the waterward projection or extension of such side lot lines or closer than twenty-five (25) feet to any lot or lot of record to which such dock is not accessory.

(3) No boat, ship or water vessel keel or hull may be supported, elevated, suspended or otherwise placed or maintained more than twelve (12) inches above the surface of and out of the water at high tide.

(4) No boat, ship or water vessel or any part thereof shall be placed, stored or maintained upon the surface of any dock.

(5) Houseboats are strictly prohibited.

**3. BULKHEAD LINE.**

No structures shall be located, erected or constructed seaward of any established bulkhead or bulkhead line, except erosion control devices such as bulkheads, groins or jetties.

**Sec. 151.601 through Sec. 151.614 Reserved.**

**Section 3.** The following sections of the Code of Ordinances of the Town of Manalapan, Florida, are repealed in their entirety, and are reserved for future use:

In the R1-A Zoning District, Section 151.062 Boats and Trailers; Section 151.063 Boathouses; Docks, and Section 151.067 Bulkhead line.

In the R1-B Zoning District, Section 151.102 Boats and Trailers; Section 151.103 Boathouses; Docks, and Section 151.107 Bulkhead line.

In the R1-C Zoning District, Section 151.142 Boats and Trailers; Section 151.143 Boathouses; Docks, and Section 151.147 Bulkhead line.

In the R1-D Zoning District, Section 151.182 Boats and Trailers; Section 151.183 Boathouses; Docks, and Section 151.187 Bulkhead line.

In the R1-E Zoning District, Section 151.222 Boats and Trailers; Section 151.223 Boathouses; Docks, and Section 151.227 Bulkhead line.

In the R2-A Zoning District, Section 151.302 Boats and Trailers; Section 151.303 Boathouses; Docks, and Section 151.307 Bulkhead line.

In the R3-A Zoning District, Section 151.343 Boats and Trailers; Section 151.344 Boathouses; Docks, and Section 151.347 Bulkhead line.

In the R3-B Zoning District, Section 151.382 Boats and Trailers; Section 151.383 Boathouses; Docks, and Section 151.387 Bulkhead line.

In the R-C1 Zoning District, Section 151.422 Boats and Trailers; Section 151.423 Boathouses; Docks, and Section 151.427 Bulkhead line.

**Section 4.** Each and every other section and subsection of Chapter 151. Zoning, shall remain in full force and effect as previously adopted.

**Section 5.** All ordinances or parts of ordinances in conflict with this ordinance are repealed.

**Section 6.** If any section or provision of this ordinance, any paragraph, sentence or word is declared invalid by a court of competent jurisdiction, the decision shall not affect the validity of the remainder of this ordinance.

**Section 7.** Specific authority is hereby given to codify this ordinance into the Code of Ordinances of the Town of Manalapan.

**Section 8.** This ordinance will take effect immediately upon adoption.



## **TOWN OF MANALAPAN AGENDA ITEM SUMMARY**

**Meeting Date:** May 12<sup>th</sup>, 2026

**Agenda Item No.:** LPA -c. Local Planning Agency

**Agenda Item Name:** **Ordinance #403**

**ACTION REQUESTED:** Discussion  Action

### **BACKGROUND:**

**Ordinance #403** - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, ADOPTING A NEWLY REVISED AND AMENDED OFFICIAL ZONING MAP FOR THE TOWN OF MANALAPAN, FLORIDA, WHICH, IN CONJUNCTION WITH ORDINANCE 401 RE-ZONES ALL PROPERTY CURRENTLY DESIGNATED AS R1-F, AS WELL AS R3-A PROPERTIES LOCATED WEST OF LANDS END ROAD INTO THE DESIGNATION OF R1-D PROPERTY; IN ADDITION, ADOPTING AN ENTIRELY NEW MAP FOR THE NEWLY ADOPTED WATERWAY ZONES CODE WHICH, IN CONJUNCTION WITH ORDINANCE 402 WILL RELOCATE AND CONSOLIDATE ALL EXISTING TOWN DOCK, SEAWALL, AND RELATED REGULATIONS INTO A NEW, SINGLE, CONSOLIDATED ZONING CODE DIVISION IN ORDER TO BETTER ORGANIZE THESE EXISTING CODE PROVISIONS INTO ONE USER FRIENDLY PART OF THE ZONING CODE; PROVIDING THAT THE ZONING MAP OF THE TOWN OF MANALAPAN, FLORIDA, BE AMENDED TO REFLECT THE RE-ZONING OF ALL R1-F, AS WELL AS R3-A PROPERTIES LOCATED WEST OF LANDS END ROAD INTO R1-D PROPERTY AND TO REFLECT THE NEW WATERWAY ZONES; PROVIDING A CONFLICTS CLAUSE AND A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

### **ATTACHMENT:**

- Ordinance #403

**ORDINANCE NO. 403**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, ADOPTING A NEWLY REVISED AND AMENDED OFFICIAL ZONING MAP FOR THE TOWN OF MANALAPAN, FLORIDA, WHICH, IN CONJUNCTION WITH ORDINANCE 401 RE-ZONES ALL PROPERTY CURRENTLY DESIGNATED AS R1-F, AS WELL AS R3-A PROPERTIES LOCATED WEST OF LANDS END ROAD INTO THE DESIGNATION OF R1-D PROPERTY; IN ADDITION, ADOPTING AN ENTIRELY NEW MAP FOR THE NEWLY ADOPTED WATERWAY ZONES CODE WHICH, IN CONJUNCTION WITH ORDINANCE 402 WILL RELOCATE AND CONSOLIDATE ALL EXISTING TOWN DOCK, SEAWALL, AND RELATED REGULATIONS INTO A NEW, SINGLE, CONSOLIDATED ZONING CODE DIVISION IN ORDER TO BETTER ORGANIZE THESE EXISTING CODE PROVISIONS INTO ONE USER FRIENDLY PART OF THE ZONING CODE; PROVIDING THAT THE ZONING MAP OF THE TOWN OF MANALAPAN, FLORIDA, BE AMENDED TO REFLECT THE RE-ZONING OF ALL R1-F, AS WELL AS R3-A PROPERTIES LOCATED WEST OF LANDS END ROAD INTO R1-D PROPERTY AND TO REFLECT THE NEW WATERWAY ZONES; PROVIDING A CONFLICTS CLAUSE AND A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, after duly noticed public hearings, held pursuant to *Florida Statutes*, the Town Commission of the Town of Manalapan, Florida does hereby find, determine, and declare that the public health, safety, and general welfare of the citizens of the Town of Manalapan, Florida, are best served by re-zoning all R1-F property as well as R3-A properties located west of Lands End Road into R1-D property; and

**WHEREAS**, after duly noticed public hearings, held pursuant to *Florida Statutes*, the Town Commission of the Town of Manalapan, Florida does hereby find, determine, and declare that the public health, safety, and general welfare of the citizens of the Town of Manalapan, Florida, are best served by adopting a new map to depict newly adopted “waterway zones” which coincide with the reorganized text regarding these existing regulations within the Town’s land development regulations.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, THAT:**

**Section 1.** That certain real property currently designated as R1-F on the Town of Manalapan Official Zoning Map is hereby rezoned and re-designated as R1-D. The legal description for these properties is contained on Exhibit A to this ordinance. The parcel control numbers for all former R1-F properties which will now be R1-D properties are listed on Exhibit B.

**Section 2.** That certain real property currently designated as R3-A on the Town of Manalapan Official Zoning Map, located west of Lands End Road, is hereby rezoned and re-designated as R1-D. The legal description for these properties is contained on Exhibit C to this ordinance. The parcel control numbers for all former R3-A properties which will now be R1-D properties are listed on Exhibit D.

**Section 3.** The “Waterway Zone” map depicting all recently adopted waterway zones as further provided for in Ordinance No. 402 is hereby adopted and made a part of the Official Zoning Map of the Town of Manalapan, Florida.

**Section 4.** The Official Town of Manalapan, Florida Zoning Map is hereby amended to conform to this Ordinance, and the appropriate officials of the Town are instructed to make the necessary changes to the Official Town of Manalapan, Florida Zoning Map.

**Section 5.** All Ordinances or parts of Ordinances in conflict be and the same are hereby repealed.

**Section 6:** Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

**Section 7.** This Ordinance shall take effect on the same date that Ordinances 401 and 402, which adopt associated text amendments repealing zoning district R1-F and adopting new waterway zone code provisions, become effective.

FIRST READING this \_\_\_\_ day of May 2026.

SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_ 2026.

## EXHIBIT A

### *Former District R1-F:*

A parcel of land in Sections 10 and 15, Township 45 South, Range 43, the county, being more particularly described as follows:

Beginning at the Southeasterly corner of Lot 63 Replat of Plat No. 2, Point Manalapan as same is recorded in Plat Book 76, at Page 130, Public Records of the county, run thence North 75°04'00" West along the Southerly line of the Lot 63 a distance of 130.94 feet to a point and from the point run thence by the following numbered courses: South 09°57'40" East, 80.65 feet; thence South 02°46'44" West, 54.12 feet; thence South 05°09'54" East, 40.93 feet; thence South 01°29'53" East, 44.59 feet; thence South 01°13'26" East, 49.22 feet; thence South 04°17'33" West, 33.91 feet; thence South 02°18'09" West, 53.26 feet; thence South 00°05'42" East, 48.67 feet; thence South 04°12'30" East, 60.95 feet; thence South 01°59'19" East, 64.91 feet; thence South 00°20'16" West, 80.78 feet; thence South 07°27'35" East, 42.33 feet; thence South 01°38'35" West, 69.41 feet; thence South 07°37'13" West, 56.11 feet; thence South 03°54'49" West, 45.57 feet; thence South 01°38'13" East, 42.58 feet, thence South 11°57'12" East, 69.33 feet; thence South 01°35'32" East, 106.69 feet; thence South 00°32'57" West, 137.99 feet; thence South 09°48'21" West, 27.68 feet; thence South 15°43'39" West, 56.16 feet; thence South 05°54'00" West, 33.99 feet; thence South 04°30'10" West, 28.91 feet; thence South 09°16'10" East 66.17 feet; thence South 04°53'46" East, 107.85 feet; thence South 04°53'49" East, 104.60 feet; thence South 05°19'32" West, 89.22 feet; thence South 08°18'56" West, 202.61 feet; thence South 03°22'52" West, 110.04 feet; thence South 00°46'01" West, 99.24 feet; thence South 01°04'51" East, 275.21 feet; thence South 07°54'58" East, 141.75 feet; thence South 13°34'32" East, 80.68 feet; thence South 20°27'04" East, 67.21 feet; thence South 23°41'55" East, 75.20 feet; thence South 34°11'17" East, 42.63 feet; thence South 51°44'12" East, 27.60 feet; thence North 86°22'05" East, 27.94 feet; thence North 81°19'58" East, 93.78 feet; thence North 78°07'15" East, 38.31

feet; thence North 65°44'54" East, 27.77 feet; thence North 44°05'33" East, 45.92 feet; thence North 01°33'05" East, 74.23 feet; thence North 00°09'08" East, 131.65 feet; thence North 01°45'47" West, 83.04 feet;

Thence continue Northerly meandering the shores of Lake Worth a distance of 2,332 feet, more or less, to a point in the Southerly Right-of-Way Line of Audubon Causeway as same is shown on aforesaid Replat of Plat No. 2, Point Manalapan; thence North 75°04'00" West along the Right-of-Way Line 195.53 feet; thence North 14°56'00" East 40.00 feet to the point of beginning.

## EXHIBIT B

*Parcel Control Numbers from former zoning district R1-F:*

42-43-45-10-14-000-0021  
42-43-45-10-14-000-0010  
42-43-45-10-14-000-0020  
42-43-45-10-14-000-0031  
42-43-45-10-14-000-0040  
42-43-45-10-14-000-0050  
42-43-45-10-14-000-0060  
42-43-45-10-14-000-0070  
42-43-45-10-14-000-0071  
42-43-45-10-14-000-0080  
42-43-45-10-14-000-0090  
42-43-45-10-14-000-0100  
42-43-45-10-14-000-0101  
42-43-45-10-14-000-0110  
42-43-45-10-14-000-0120  
42-43-45-10-14-000-0330  
42-43-45-10-14-000-0130  
42-43-45-10-14-000-0320  
42-43-45-10-14-000-0140  
42-43-45-10-14-000-0310  
42-43-45-10-14-000-0300  
42-43-45-10-14-000-0150  
42-43-45-10-14-000-0290  
42-43-45-10-14-000-0160  
42-43-45-10-14-000-0280  
42-43-45-10-14-000-0170  
42-43-45-10-14-000-0270  
42-43-45-10-14-000-0180  
42-43-45-10-14-000-0260  
42-43-45-10-14-000-0191  
42-43-45-10-14-000-0250  
42-43-45-10-14-000-0201  
42-43-45-10-14-000-0240  
42-43-45-10-14-000-0230  
42-43-45-10-14-000-0220

## **EXHIBIT C**

### *Legal descriptions from former zoning district R3-A:*

Lot 78 of Plat No. 5 Point Manalapan, according to the Plat thereof, as recorded in Plat Book 28, page 206.

Lot 77 of Plat No. 5 Point Manalapan, according to the Plat thereof, as recorded in Plat Book 28, page 206.

Lots 1 & 2 of Plat No. 10 Point Manalapan, according to the Plat thereof, as recorded in Plat Book 69, page 8.

Lot 3 of Plat No. 10 Point Manalapan, according to the Plat thereof, as recorded in Plat Book 69, page 8.

Lot 4 of Plat No. 10 Point Manalapan, according to the Plat thereof, as recorded in Plat Book 69, page 8.

## EXHIBIT D

*Parcel Control Numbers from former zoning district R3-A:*

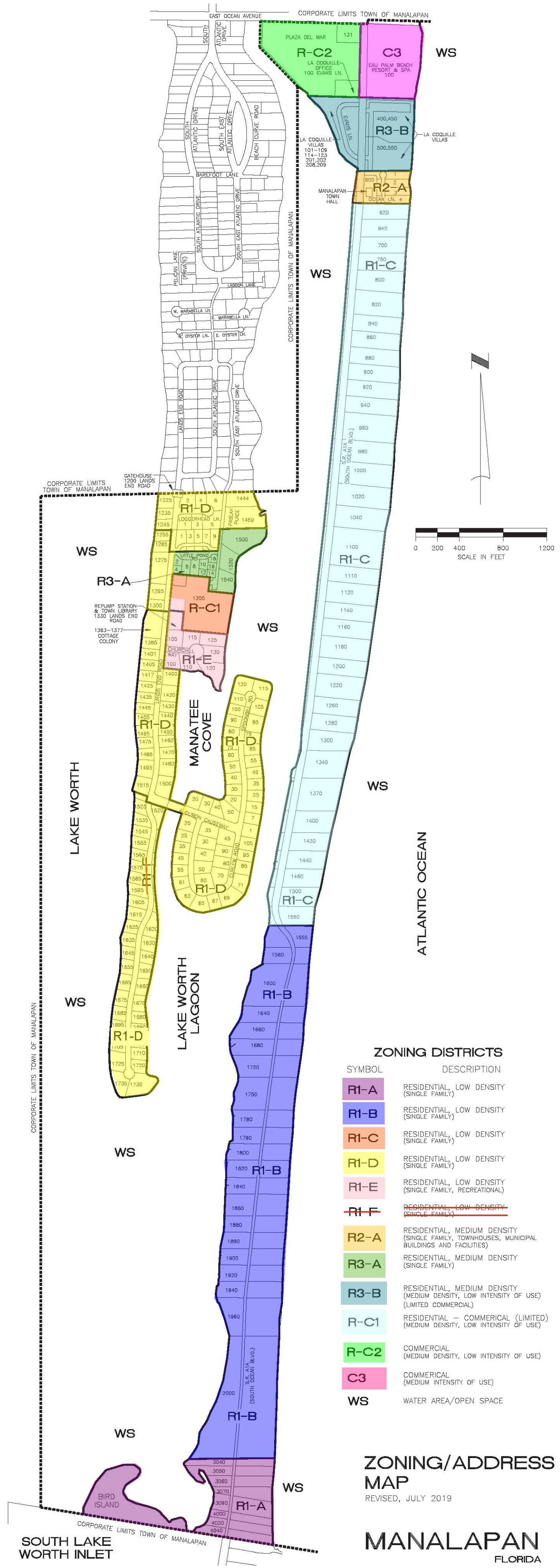
42-43-45-10-11-000-0780

42-43-45-10-11-000-0770

42-43-45-10-19-000-0010

42-43-45-10-19-000-0030

42-43-45-10-19-000-0040 (*west side of Lands End Road only*)



**ZONING/ADDRESS MAP**  
REVISED, JULY 2019



## **TOWN OF MANALAPAN AGENDA ITEM SUMMARY**

**Meeting Date:** May 12<sup>th</sup>, 2026

**Agenda Item No.:** CA - a

**Agenda Item Name:** April 14<sup>th</sup>, 2026 Town Commission Meeting Minutes

**ACTION REQUESTED:** Discussion  Approval

**ATTACHMENT:**

- April 14<sup>th</sup>, 2026 Town Commission Meeting Minutes



**Town Commission Meeting**  
**Tuesday April 14<sup>th</sup>, 2026, at 9:00 a.m.**

**IN ATTENDANCE**

TOWN COMMISSION		TOWN STAFF	
John Deese, Mayor	√	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	√	Brent Watson, Utilities Director	√
Dwight Kulwin, Commissioner	√	Jack Tomasik, Building Official	√
Cindy McMackin, Commissioner	√	Dylan Brandenburg, Asst. Town Attorney	<b>X</b>

**PUBLIC:** Louisa Michelin (Sabal Development), Jeff Anton (Terrogene Engineering), Howard Parker (1275 Lands End Rd), Nathan Lezniewicz (Meridian Land Surveyors), Soloman Zrihen (Sabal Development), Joe Imbesi (1735 Lands End Rd).

**CALL TO ORDER & PLEDGE OF ALLEGIANCE**

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

**AGENDA ADDITIONS, DELETIONS OR SUBSTITUTIONS**

There were none.

**PUBLIC COMMENTS**

There were none.

**CONSENT AGENDA**

- a. Minutes March 10, 2026 Town Commission Meeting
- b. Police Department Report for March
- c. **RES 04-2026** Budget Amendment
- d. Amendment to Pedestrian Passageway Agreement 1960 S. Ocean Blvd. & Release of Unity of Title
- e. MOU with Solid Waste Authority for hurricane debris removal

Vice Mayor Bonutti made a motion to **approve** the Consent Agenda, Commissioner Imbesi seconded the motion which prevailed by the following vote:

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

## REGULAR AGENDA

### OLD BUSINESS:

- i. ARCOM recommended guardhouse design proposals presented by Currie, Sowards, Aguila (CSA) Architects. Jess Sowards from CSA presented the proposal.

Commissioner Knobel commented that the proposed building was not centered within the street. He suggested the structure be moved further north. Commissioner McMackin suggested flattening the landscape in the back of the building to reduce the proximity to the curblin. Commissioner Bonutti suggested adding a living wall or trellis to the rear. The architect agreed to revise the drawing based upon the suggestions.

Commissioner Knobel **approved** the proposed guardhouse design with the suggested changes. Vice Mayor Bonutti seconded the motion which prevailed by the following vote:

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

- ii. Draft Zoning Map and Ordinance updates - The Town's Zoning Administrator, Alice Everard, discussed the re-evaluation of the current Town Zoning Map. She explained comprehensive review of the Zoning Code was undertaken, resulting in the consolidation of Zoning District R1-F into R1-D to simplify the Town's zoning structure. It was noted this change would not create any legal nonconformities or affected vested rights, while providing certain properties with greater development potential.

With no comments from the Commission, staff also noted a review of five lots along the eastern side of Land's End Rd, currently in the R3-A district, are being reviewed to be included within the newly revised R1-D district as well, per resident inquiry.

### NEW BUSINESS:

- i. Variance VAR-26-02. 3050 S Ocean Blvd LLC sought the Town Commission's approval for variances from Sections 151.063(B)(1), 151.063(B)(12) & (13), 151.063(B)(16), and 151.063(B)(17) of the Town Code of Ordinances in order to permit the installation of a new dock and boat lift, where Town Code prohibits dock lengths greater than 80ft maximum, requires docks to have a minimum setback of 25ft from side lot lines, requires, that docks be centered and run parallel to side property line, and prohibits "T" or "L" shape dock terminus configurations. Soloman Zrihen from Sabal Development presented.

Commissioner Knobel commented that this is the most fitting solution for the property given its conditions.

Joe Imbesi, 1735 Lands End Road, made public comments.

Vice Mayor Bonutti **approved** the variance VAR-26-02. Commissioner Kulwin seconded the motion which prevailed by the following vote:

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

**MAYOR’S COMMENTS, TOWN COMMISSION COMMENTS, TOWN MANAGER’S REPORT:**

Mayor Deese commented on his recent meeting alongside Town Manager Marmer, in which the two met with Kind Designs, a company creating 3-D printed living seawalls and wave attenuation devices. Town Manager Marmer commented that they are considering various options that work to benefit the residents and the coastal environment in tandem. He emphasized that the Town is not currently prioritizing one specific company, but the design concept offered a unique approach.

The Commission agreed to have Kind Designs give a formal presentation at a future Commission meeting.

Town Manager Marmer reported on two recent bids, one placed for the Water Plant office building remodel, and the second for the road improvement at Land’s End Road and Audubon Causeway to mitigate the bottleneck issues. He suggested moving forward with the construction for both during the summer months.

Town Manager Marmer provided an update regarding the 131 South Ocean Blvd. eminent domain case. He informed the Commissioners that the current property owner had retained a lawyer who the Town Attorney was talking to directly.

Town Manager Marmer informed the commission that he had been contacted by the City of Boynton Beach regarding the potential widening and deepening of the South Lake Worth Inlet for the benefit of the Town and nearby communities. He would update the Commission when he had more information.

Commissioner Knobel commented on the ongoing project to bury all power lines along A1A and the Point. Assistant Town Manager Anthony Davidson noted he had communicated with FPL, finding that the streetlights along with their existing light sources would remain. He advised he is having ongoing discussions with FPL engineers to discuss the aesthetic improvement and use of what will remain.

**PUBLIC HEARING:**

- a. PH 1 - Ordinance #404 –AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE MANALAPAN CODE OF ORDINANCES AT CHAPTER 158: - SIGNS. SECTION 158.20. SIGNS NOT REQUIRING A PERMIT. BY ADOPTING REASONABLE REGULATIONS FOR THE INSTALLATION, USE, AND REMOVAL OF HOLIDAY LIGHTING THROUGHOUT THE TOWN; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 158: - SIGNS, 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. **(First Reading)**

Commissioner Knobel commented that the ordinance should be applicable to only residential lots.

Commissioner McMackin commented that the scope of the ordinance should be limited to the illumination of decorations. She also noted it could be burdensome on residents to dictate when lights could be installed as the companies performing the work are in high demand.

The Commission deliberated and ultimately decided to ask staff to revise and revisit at a future meeting.

- a. PH 2 - Ordinance #405 –AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA; AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 155. BEACHES AND WATERWAYS. SECTION 155.03. FISHING FROM BRIDGES PROHIBITED. BY RE-NAMING THIS SECTION TO READ “PROHIBITED FISHING ACTIVITIES”; AND BY PROHIBITING CERTAIN HAZARDOUS FISHING PRACTICES FOR THE BENEFIT OF THE PUBLIC WELFARE; PROVIDING THAT ALL OTHER SECTIONS AND SUBSECTIONS OF CHAPTER 155. BEACHES AND WATERWAYS. WILL 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. **(First Reading)**

Police Chief Jeffrey Rasor commented that drones are being used to bait for shark fishing offshore, causing safety issues for bystanding citizens.

Commissioner Knobel requested to include an addition prohibiting baiting via drone activity.

Commissioner Knobel made a motion to **approve** Ordinance #405 on first reading, Commissioner Bonner seconded the motion which prevailed by the following vote:

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

**The Town Commission meeting adjourned at 10:25 a.m.**

**These minutes were presented to the Town Commission  
on Tuesday May 12th, 2026 for approval.**

\_\_\_\_\_  
Simone Bonutti, Vice Mayor

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Erika Petersen, Town Clerk

\_\_\_\_\_  
Date Signed



## TOWN OF MANALAPAN

### AGENDA ITEM SUMMARY

**Meeting Date:** May 12<sup>th</sup>, 2026

**Agenda Item No.:** CA - b

**Agenda Item Name:** Police Department Chief's Report for April

**ACTION REQUESTED:** Discussion  Action

**ATTACHMENT:**

- Chief Rasor's Executive Report
- The Police Department Report for April including Monthly Stats
- Palm Beach County Fire Rescue Annual Report



## Manalapan Police Department

TO: Mayor and Town Commissioners  
Eric Marmer, Town Manager  
FROM: Chief Jeff Rasor  
SUBJECT: Monthly Report for April 2026  
DATE: May 5, 2026

*JMR #52157*

### Police Department Staffing:

- **Dispatcher Positions:** There are currently no vacancies for the position of Dispatcher.
- **Police Officer Positions:** There are currently no vacancies for sworn police officer positions.
- **Community Service Officer Positions:** There are currently no vacancies for Community Service Officer positions.
- **Staffing Summary:** One police officer is scheduled to resign in late May 2026. The department has initiated the recruitment process in anticipation of this vacancy. Applications are currently being received.

### 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:** The new patrol vehicle remains on schedule for delivery to the police department in late May 2026.

### Training:

- **Field Training:**
  - There are currently no personnel assigned to the Field Training Officer (FTO) Program.
- **Specialized Training Courses:**
- **FBI LEEDA Supervisor Leadership Institute (April 13–17):** Sergeant Turnof and Lieutenant Hussameldin attended this leadership development program in Stuart, Florida. The course focused on enhancing supervisory and leadership skills in law enforcement.



## Manalapan Police Department

- Background Investigations Training (April 20-24): Officer Jackowitz attended training at Palm Beach State College. The course covered best practices for conducting background investigations for police and government personnel.

### Miscellaneous – Department Projects and Promotions:

- **Bring Your Child to Work Day (Community Policing Engagement):** The Police Department hosted its annual community policing event, with 18 children in attendance. Participants engaged with police personnel and toured Town Hall, police, and fire operations. Feedback from attendees was overwhelmingly positive, and the department plans to host the event again next year.
- **PBA (police union) Negotiations:** Police Benevolent Association (PBA) negotiations, which began in March, were successfully concluded in April with an agreement reached.
- **Ceremonies and Recognition:** Swearing-In and Annual Awards Ceremony: The department held its annual ceremony in April. Officer Spirn was formally sworn in and participated in a badge pinning ceremony. The Annual Awards Ceremony was conducted, recognizing personnel for their achievements and service over 2025 year.
- **Annual Telecommunications Week and Administrative Assistant Day:** Department personnel were recognized for their continued contributions and support to both the community and the Police Department.

### Total Police Calls for Service for the Month of April 2026

Types of Calls / Patrols	Total
ATV - Beach Patrols	16
Marine Patrols	7
Dark House Checks	237
Construction Site Checks	344
Extra patrols in the plaza	66
Arrest	2
Baker Acts – Mental Distress	0
Traffic Stops	69
Uniform Traffic Citations Written	36
Traffic Violation Verbal Warnings	40
Parking Citations Written	17
Traffic Crashes	1
Distressed Swimmer	0
Iguana Removal	2



## Manalapan Police Department

Total Calls Dispatched	516
911 Calls	50
Non-Emergency Calls	566
Most Frequent Call Dispatched ( <b>Service Call - Assisting the Resident with Non-Crime related issue – Example – door left open, medical</b> )	21
Total Crime Calls for the Month	2
Most Frequent Crime Reported (Trespass)	2



# PALM BEACH COUNTY FIRE RESCUE

## TOWN OF MANALAPAN ANNUAL REPORT



OCTOBER 1, 2024 – SEPTEMBER 30, 2025

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# MISSION, VISION & CORE VALUES



## **MISSION**

We are committed to providing safe and secure communities by mitigating all hazards through excellence in public service.

## **VISION**

Excellence Today. Improving Tomorrow.

## **CORE VALUES:**



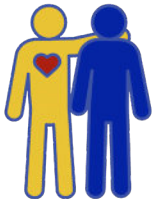
### ***INTEGRITY***

Possessing a strong moral character to be trusted to do the right thing even when no one is watching.



### ***UNITY***

Recognizing the value that inclusivity holds and how it produces effective teamwork through the coming together as one.



### ***COMPASSION***

The will and action of helping others with empathy, dignity, and understanding.



### ***ACCOUNTABILITY***

The obligation to account for your actions, accept responsibility, and operate with transparency.



### ***DEDICATION***

A continuous commitment to exceptional service to the community and each other.



# MESSAGE FROM THE FIRE CHIEF



It is a profound honor to serve as the Fire Chief of Palm Beach County Fire Rescue (PBCFR) and to stand alongside the extraordinary men and women who answer our community's call for help every day. Their professionalism, courage, and commitment to service were on full display as residents faced a significant natural disaster. Palm Beach County experienced its first EF3 tornado in more than 50 years, carving a 21-mile path of destruction through communities from Wellington to Loxahatchee and Jupiter Farms. The unexpected storm leveled homes, overturned vehicles, and left numerous residents trapped amid the debris. In just a matter of hours, our dispatch center was inundated with several hundred 911 calls for help. Dozens of PBCFR units were immediately deployed to the hardest-hit areas, working tirelessly to locate survivors, conduct rescues, and stabilize devastated neighborhoods. As a regional, resource-rich fire department, we were able to execute a large-scale disaster response while continuing to protect every community within our system.

The very next morning, we deployed the county's only Urban Search and Rescue (USAR) Team back to the severely affected areas to continue searches and damage assessments – something we would not have been able to do just the year before. In 2024, our USAR Team was officially recognized by the Florida Division of Emergency Management as a Type 3 team. This signifies our readiness to apply advanced skills in structural collapse rescue, trench and rope operations, K9 search, and specialized medical and engineering support for disaster areas. We also achieved the highest national level possible, a Type 1 designation, for our Swiftwater Team, a water specialty unit. Proof again that PBCFR is prepared for anything and everything.

PBCFR became the first agency in Palm Beach County to integrate plasma transfusions into our Whole Blood Program, placing us among a small number of elite emergency service agencies nationwide capable of delivering this advanced level of prehospital care. Research indicates that plasma administration may help initiate critical reparative processes in patients with traumatic brain injuries and severe burns, further enhancing patient outcomes. These innovative treatments have driven PBCFR to assume a national leadership role, sharing best practices, advancing clinical knowledge, and helping shape the future of prehospital trauma care.

In early 2025, we broke ground on Station 92, our 52nd fire station, which will enhance emergency response for over 17,000 residents in the western Lake Worth area and beyond. When the station opens, it will add to our existing 51 strategically located fire stations across Palm Beach County as we commit to growing efficiently. One million people across Palm Beach County depend on us to provide the highest level of emergency services because we can allocate resources where they are needed most. We also ensure that all our personnel are trained to the highest level of industry standards, with consistency in equipment, protocols, and communications.

We launched a pilot program to evaluate Applied Information's Glance®, an emergency vehicle traffic preemption system designed to improve response times by intelligently managing traffic signals at high-volume intersections. This initiative reflects our continued commitment to lowering response times and enhancing the safety of both our responders and the community we serve, ensuring help arrives faster when seconds matter most.

As PBCFR marked its 40th Anniversary in October 2024, we reflected on Chief Herman W. Brice's vision to transform a fragmented system of ten fire taxing districts into one unified, trusted agency. His goal was to build strength, efficiency, and reliability in emergency response for the communities we serve. Forty years later, that vision lives on. Our strength lies not only in our capabilities, but in the promise we keep to our community: to protect, to respond, and to deliver when lives are on the line.

Patrick J. Kennedy  
*Fire Chief*

## MESSAGE FROM THE DISTRICT CHIEF

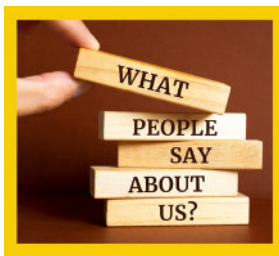


CRAIG SPIEGELHALTER

Dear Manalapan Community,

As PBCFR's District Chief for Battalion 3, I am happy to serve Lake Worth Beach, Lantana, Manalapan, South Palm Beach, and the surrounding unincorporated communities. I began my career in public service 37 years ago after watching my mother demonstrate servant leadership as a registered nurse. This modeling led my two brothers to choose lifelong Law Enforcement and Fire Rescue careers. I've worked the last 27 years proudly serving PBCFR. My mission is to empower the personnel who serve this Battalion and the community to be the best firefighters and paramedics, deliver unsurpassed service, and always place the community we serve as the top priority. If you have any questions or concerns regarding PBCFR, please email me at [CSpiegel@pbc.gov](mailto:CSpiegel@pbc.gov).

# PATIENT SATISFACTION SURVEY



PBCFR is committed to delivering the highest quality patient care to the communities it serves. In May 2022, PBCFR initiated a partnership with Baldrige Group to survey patients as part of a customer service initiative. Since then, PBCFR has consistently achieved outstanding patient satisfaction scores. In **FY 2025**, **100%** of the **two** patients surveyed in the **Town of Manalapan** expressed overall satisfaction with the services provided by PBCFR.

*“They were very sweet and so helpful. He was describing everything he was doing, and his energy was great. I felt so calm with him. I have been in ambulances before, but nothing compares to this.”*

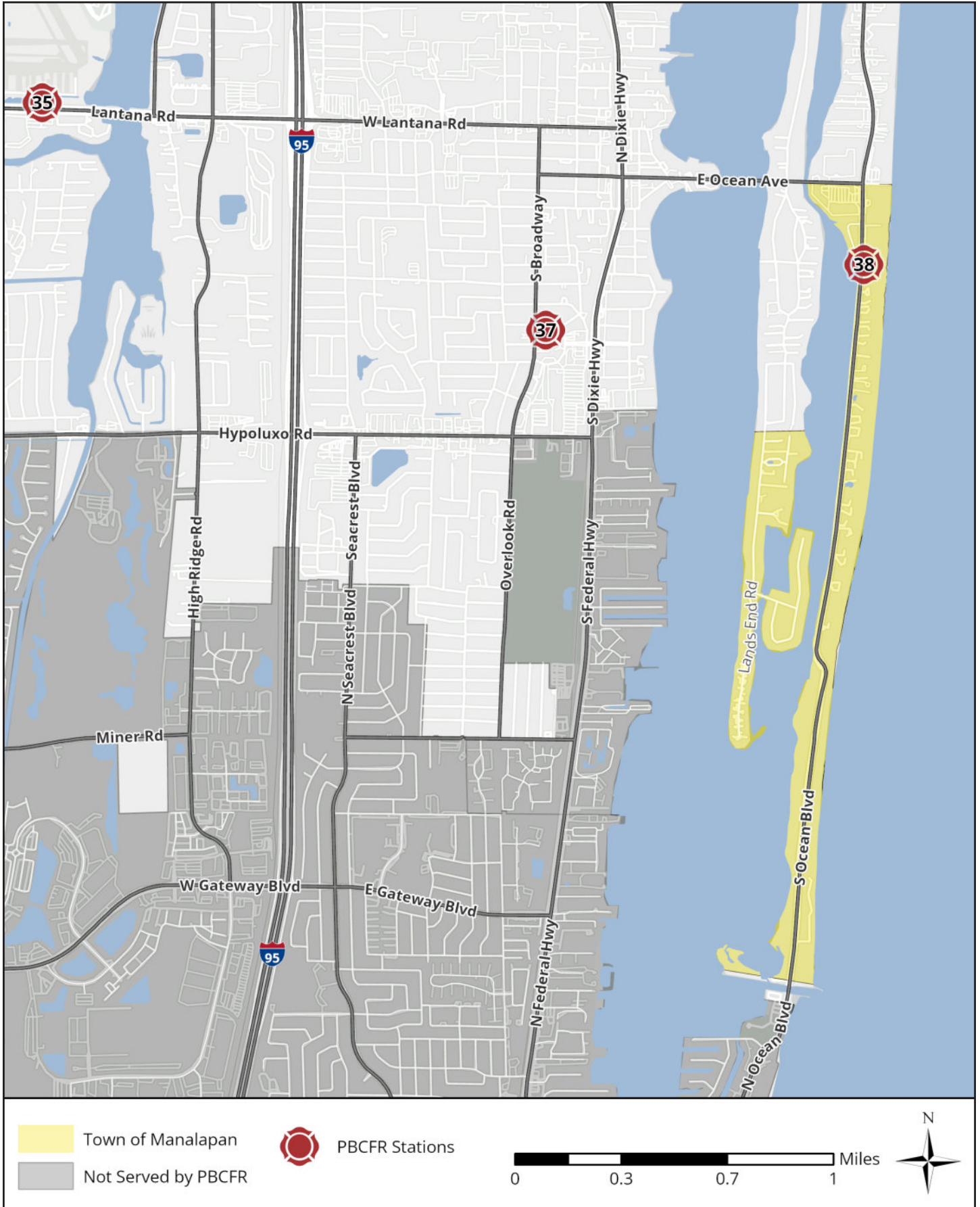
*“They were just very compassionate and concerned for my wellbeing. I am older and they treat me very gingerly. They’ve come before and I’m very lucky in that I’ve always had a good experience when they do.”*

*“Your crew are angels! I would score you an 11+, but since I can only do a ten I’ll have to say a ten.”*



 <p>Patients said they would tell friends and family about the positive experience they had with PBCFR.</p> <p><b>100 %</b></p>	 <p>Patients said they were ‘Satisfied’ or ‘Very Satisfied’ with the 911 Center’s ability to confirm their location and nature of their problem.</p> <p><b>100 %</b></p>	 <p>Patients were ‘Satisfied’ or ‘Very Satisfied’ with the Dispatcher’s instructions regarding their emergency.</p> <p><b>100 %</b></p>	 <p>Patients told us they were ‘Satisfied’ or ‘Very Satisfied’ with the prompt arrival of PBCFR firefighters and paramedics.</p> <p><b>100 %</b></p>
 <p>The professionalism of PBCFR firefighters and paramedics left patients feeling ‘Satisfied’ or ‘Very Satisfied’ with the care they received.</p> <p><b>100 %</b></p>	 <p>Patients felt ‘Satisfied’ or ‘Very Satisfied’ with the level of compassion shown to them and their families by PBCFR firefighters and paramedics.</p> <p><b>100 %</b></p>	 <p>Patients said they were ‘Satisfied’ or ‘Very Satisfied’ with the paramedics’ explanation of any procedures they performed.</p> <p><b>100 %</b></p>	 <p>Patients reported they were ‘Satisfied’ or ‘Very Satisfied’ with the paramedics’ attempts to treat their condition.</p> <p><b>100 %</b></p>

# MANALAPAN SERVICE AREA



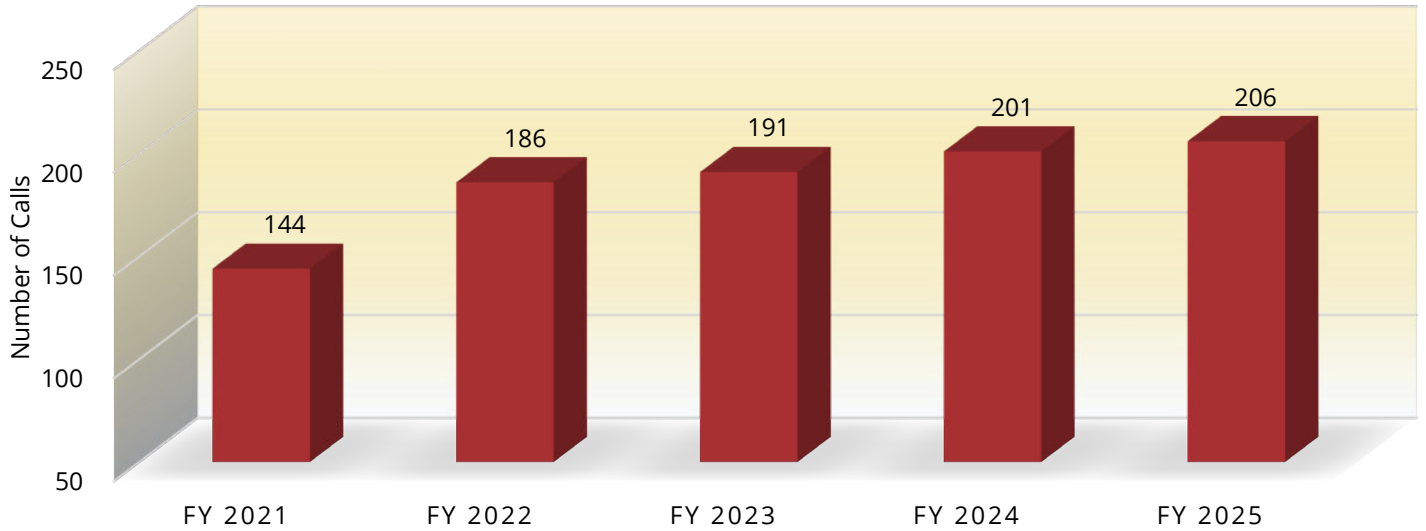
# PBCFR UNVEILS NEW PINK PUMPER

During a ceremony to mark the start of Breast Cancer Awareness Month, PBCFR unveiled a new Pink Pumper, a 2009 Sutphen, replacing the department's original 1989 Young Crusader. PBCFR's first Pink Pumper spent more than a decade traveling throughout the county in support of cancer patients and their families. Cancer survivors and families participated in a "Transfer of Memories," moving hoses, helmets, memorabilia, and the original flag from the retiring unit to the new one, and signed the new vehicle in tribute to those affected by cancer. The program is supported by IAFF Local 2928, Retired Firefighters of Palm Beach County, and the PBCFR Firefighters Attacking the Cancer Epidemic (FACE) Team.

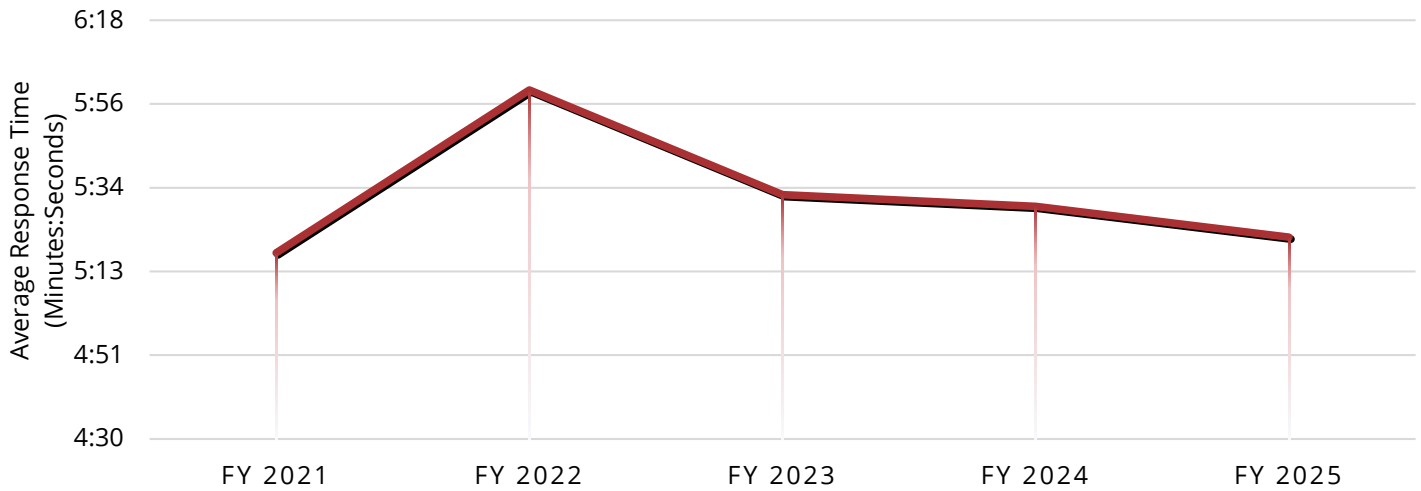


# MANALAPAN FY 2025 CALL ACTIVITY

## TOTAL NUMBER OF CALLS

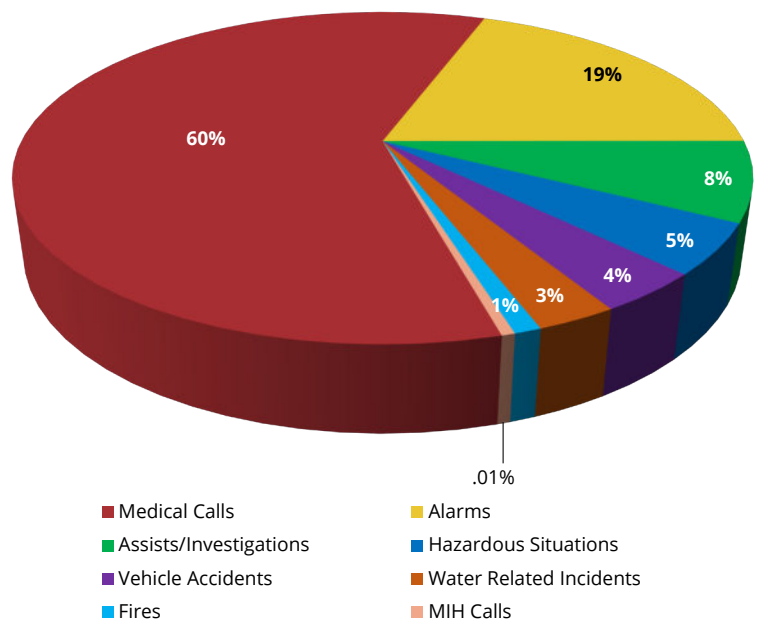


## AVERAGE RESPONSE TIME



## CALLS BY SITUATION DISPATCHED

SITUATION DISPATCHED	NUMBER OF INCIDENTS
Medical Calls	123
Alarms	40
Assists/Investigations	16
Hazardous Situations	10
Vehicle Accidents	8
Water Related Incidents	6
Fires	2
MIH Calls	1
<b>Total</b>	<b>206</b>



# STATIONS • APPARATUS • STAFFING

The Town of Manalapan is primarily served by Station 38. The service area is part of a regional system and is immediately backed up by surrounding stations with resources and equipment.

## PRIMARY RESOURCES ASSIGNED TO THE TOWN OF MANALAPAN

STATION	APPARATUS	STAFFING (number of personnel)
<b>Station 38</b> 600 S. Ocean Blvd., Manalapan, FL 33462	ALS Engine (1)	3

## ADDITIONAL RESOURCES IN THE SURROUNDING AREA

STATION	APPARATUS	STAFFING (number of personnel)
<b>Station 35</b> 2501 Lantana Road, Lantana, FL 33462	ALS Rescue (1)	3
	ALS 75ft Truck (1)	4
<b>Station 37</b> 496 Greynolds Circle, Lantana, FL 33462	ALS Rescue (1)	3
	ALS Engine (1)	3
	PRWC (2)	(cross-staffed)

## STATION 38



# 40TH ANNIVERSARY CELEBRATION



Forty years ago, Chief Herman W. Brice had a clear vision to build a strong fire department where people wanted to work that also fostered community support and public trust. That vision became a reality with the formation of PBCFR, which consolidated ten fire taxing districts into a single, cohesive agency. Since its founding, PBCFR has grown into one of the largest fire departments in Florida. It now operates 51 fire stations across the county and continues to expand. On October 5, 2024, PBCFR celebrated its 40th anniversary with a free community event held at the Chief Herman W. Brice Fire Rescue Complex in West Palm Beach. More than 1,500 attendees enjoyed live demonstrations showcasing the skills of firefighters and paramedics. Demo highlights included rappelling from a seven-story tower, operating the “Jaws of Life,” CPR presentations, and hands-on fire safety activities. Families and kids had plenty to enjoy with fire hose spraying, scavenger hunts, PBCFR truck tours, food, and more. The event was a vibrant celebration of four decades of dedicated service and community partnership.

# 40<sup>th</sup> Anniversary



# EMPLOYEE RECOGNITION & AWARDS

## Inspector Award

In April 2025, Fire Inspector Cindi Campbell was presented with the 2024 Florida Fire Inspector of the Year award in Tallahassee by the Florida Fire Marshals and Inspectors Association.



## Investigator Award

PBCFR Fire Investigations Supervisor, Tom Fucci, was named the 2025 Florida Fire and Explosion Investigator of the Year by the Florida Fire Marshals and Inspectors Association. Investigator Fucci has dedicated 23 years to PBCFR and currently leads a team of six Fire Investigators. His commitment to the job never wavers as he regularly responds to fire scenes on nights, weekends, and holidays.



## Fire Marshal's Association of Palm Beach County Awards

PBCFR's Fire Investigations Supervisor, Tom Fucci, was recognized as the 2024 Investigator of the Year, and Fire Inspector Gary Smith as the 2024 Fire Inspector of the Year by the Fire Marshal's Association of Palm Beach County. During the ceremony, Supervisor Elyse Carhart and Lead Inspector Cindi Campbell were sworn in to the Executive Board for 2025.



## Firefighter Awards Ceremony

Two awards were presented at the Chamber of Commerce of the Palm Beaches Firefighter Breakfast Awards in October 2024. The first was awarded to crews from Station 53, who received the Fire Station of the Year award. The recognition came after they saved the life of one of their own, Firefighter Nick Fuenzalida. He suffered a cardiac arrest while on duty on a run near the station. His fellow firefighters acted quickly and successfully revived him.

The second award was presented to PBCFR's Mobile Integrated Healthcare (MIH) Program, which pairs paramedics with social workers, and received the 2024 Community Service Award. The MIH Program supports patients after 911 calls by connecting them with vital community resources to improve their health and wellness.



## EMS Providers of PBC Awards Ceremony

The 2025 EMS Providers of Palm Beach County Awards Ceremony was held at Wycliffe Country Club in May, where PBCFR was proud to have multiple nominees across several award categories.

Angel Figueroa, Materials Manager in Support Services, was presented with the Distinguished Service Award in recognition of his dedication behind the scenes ensuring front-line crews are consistently equipped to perform their duties. His leadership and knowledge of EMS-specific supply needs have been instrumental in maintaining inventory control, preventing shortages, and supporting seamless daily operations at the stations. Lieutenant Jason Frisbie was honored with the 2025 Paramedic of the Year Award. He maintains strong professional partnerships with emergency room staff, demonstrates a proactive leadership role on every call, and consistently receives outstanding feedback from patients.



## Firefighter Cancer Initiative Catalyst Award

PBCFR District Chiefs Bob Kropa and Neal Niemczyk, along with retired Division Chief Vicki Sheppard and retired Battalion Chief Sam Eaton, received the Catalyst Award at the 2025 International Fire Service Cancer Symposium. Presented by the University of Miami's (UM) Sylvester Comprehensive Cancer Center's Firefighter Cancer Initiative, the award recognizes those who have made significant contributions to reducing cancer risk within the fire service. An initial request by PBCFR's FACE Team led to UM's research into firefighter cancer risks.



# STATE LEVEL INVOLVEMENT

## State Fire Marshal Visits PBCFR

Florida State Fire Marshal and Chief Financial Officer Jimmy Patronis visited PBCFR's Headquarters (HQ) for a close look at the equipment used by PBCFR's Urban Search and Rescue (USAR) Team. The equipment proved invaluable during search and rescue efforts following Hurricane Milton's tornado outbreak in PBC and on the west coast of Florida in the wake of Hurricane Helene. While at HQ, Patronis also toured the Firefighter Recruit Academy, where he observed recruits practicing with saws on hurricane-impact glass. Senator Gayle Harrell, Representative Mike Caruso, County Commissioners Michael Barnett and Sara Baxter, and County Administrator Verdenia Baker also attended.



## Fire Service Day in Tallahassee

Employees from PBCFR and PBC Officers from IAFF Local 2928 attended the second annual Fire Service Day at the Capitol. Many elected officials, including Representative Mike Caruso, Senator Gayle Harrell, and Representative Danny Alvarez, visited the PBCFR booth showcasing the exciting initiatives happening at PBCFR.



## Governor DeSantis Signs House Bill 929

On June 5, 2025, Governor Ron DeSantis signed legislation that enhances health and safety protections for Florida's firefighters. House Bill 929 updates the Florida Firefighters Occupational Safety and Health Act by expanding its coverage to include not only physical hazards but also occupational illnesses and mental health challenges commonly encountered on the job. The new measures introduce comprehensive standards to limit exposure to toxic substances, address mental health concerns, and limit firefighter shifts to 42 hours per week to reduce burnout. With these updates, the legislation aims to improve working conditions and expand mental health support for Florida's firefighting professionals.



## Florida's 2025 Legislative Session

Representatives from the Board of County Commissioners (BCC), the County Administrator's Office, PBCFR Executive Staff, and IAFF Local 2928 met with state officials at the start of the legislative session to discuss key community priorities and advocate for critical needs. The visit aimed to strengthen partnerships and support initiatives that benefit PBC residents and visitors.



# PET & ANIMAL SAVES





The Operations Division is responsible for providing emergency services to the community. Operations is the largest division of PBCFR and is divided geographically into nine Battalions. PBCFR operates 51 fire stations throughout the county, with a minimum daily staffing of 352 personnel on duty at all times. PBCFR is an “all-hazards” department capable of responding to everything from a minor medical call to a regional natural disaster. All personnel are cross-trained in firefighting and EMS, ensuring efficient fire suppression delivery, technical rescue, vehicle extrication, and emergency medical care.

## Special Operations

PBCFR maintains two strategically located Special Operations teams, currently assigned to Stations 19 and 34, which respond to emergencies county-wide. Special Operations technicians receive continual training to maintain readiness in disciplines including:

- Hazardous Materials Response
- High Angle Rescue
- Confined Space and Technical Rescue
- Trench Rescue
- Dark Water Dive Rescue
- Large Animal Rescue
- Advanced Automobile Extrication
- Structural Collapse Rescue
- Explosive Ordnance Disposal (with PBSO)
- Toxicology and WMD Antidote Medications (Special Ops Only)



## Aircraft Rescue & Firefighting

PBCFR provides Aircraft Rescue and Firefighting (ARFF) and EMS services for Palm Beach International Airport (PBIA) from Station 81. PBIA's number of passengers was over 8.5 million during the past fiscal year. The crews at Station 81 are trained for emergencies in the airport terminals, airfield, and both commercial and general aviation aircraft. This station is equipped with four specialized vehicles, also known as "Crash Trucks" or "Dragons," capable of delivering high volumes of water and foam in an emergency landing of an aircraft.



## Personal Rescue Watercraft

Four Personal Rescue Watercrafts (PRWCs) are available to assist land-based crews during incidents such as drownings and other open water emergencies, many of which occur along the beach in PBC. These units are strategically positioned at two of PBC's busiest inlets, with two PRWCs assigned to Station 18 near the Jupiter Inlet and two at Station 37 near the Boynton Beach Inlet. PBCFR provides rigorous training to develop personnel into proficient PRWC operators and highly skilled rescue swimmers.



## Trauma Hawk – Air Rescue

PBCFR paramedics and flight nurses rapidly transport critically ill and injured patients from the scene of an incident or from one facility to another to reduce travel time and increase survival rates. Critical patients may be transported by one of two Trauma Hawk helicopters. The two Trauma Hawk helicopters are owned and operated by the Health Care District of Palm Beach County. PBC is home to two Level 1 Trauma Centers located at Delray Medical Center and St. Mary's Medical Center. A Level 1 Trauma Center is capable of providing total care for every aspect of injury - from prevention through rehabilitation.



## Drone Program

PBCFR's Drone Program enhances the effectiveness of emergency response efforts by providing real-time aerial views (to include thermal imaging) and a secure live video feed to execute quick, informed decisions. Drones assist in hazmat incidents, search and rescue missions, canal vehicle recoveries, fires, aviation emergencies, train derailments, open water incidents, and post-hurricane damage assessments.

# URBAN SEARCH AND RESCUE

The Urban Search and Rescue (USAR) team is a highly specialized unit trained to respond to a wide range of complex emergencies such as: structural collapses, water rescues, trench and rope operations, vehicle and machinery extrications, and confined space rescues. Within the team is a dedicated Swiftwater unit, staffed by expert personnel equipped with boats capable of operating in fast-moving, debris-filled waters. These capabilities allow the team to conduct lifesaving missions during severe weather events, floods, building failures, and other critical incidents across PBC.

In August 2025, the Florida Division of Emergency Management (FDEM) assessed PBCFR's USAR team on readiness, operational depth, documentation accuracy, and alignment with national standards. The USAR team received a Type 3 designation, recognizing its regional capabilities in collapse rescue, rope and trench operations, K9 search, and support from medical doctors and structural engineers.

The Swiftwater unit achieved a Type 1 designation, the highest level typically deployed nationwide. This designation reflects the unit's advanced medical certifications, technical rope rescue proficiency, and capacity to conduct and coordinate complex operations using specialized resources, such as helicopters. To maintain these standards, the team has formal agreements in place ensuring access to necessary professional disciplines and meeting state requirements for mobilization and sustained operations. The teams train regularly with county and regional partners, integrate with emergency operations, and maintain equipment inventory for rapid, sustained deployment.



# SPECIAL OPERATIONS

PBCFR maintains two strategically located Special Operations teams, currently assigned to Stations 19 and 34, that respond to emergencies throughout Palm Beach County. Special Operations technicians receive continual training to maintain readiness in several specialized disciplines.

## Hazardous Materials Response



PBCFR's two HAZMAT Teams are skilled in the detection and mitigation of chemical, biological, radiological, nuclear, explosive (CBRNE) emergencies and accidental releases. The HAZMAT Teams acquire expertise and complete training that exceeds the National Fire Protection Association (NFPA), FEMA, and the State Specialized Emergency Response Program's standards. PBCFR maintains high levels of safety on HAZMAT incidents by utilizing up-to-date equipment and training.

## Dark Water Dive Rescue



PBCFR maintains four dive teams skilled in underwater rescue, capable of responding during extreme conditions such as zero visibility and night dives. Dive teams are equipped with dry suits and advanced communication systems to facilitate quick and safe rescues. PBCFR divers are trained to the highest nationally recognized levels and capable of deploying quickly underwater within minutes.

## Explosive Ordnance Disposal (EOD)

PBCFR works closely with the Palm Beach Sheriff's Office (PBSO) EOD (Bomb Squad) to mitigate potentially explosive or unknown package emergencies. Several of PBCFR's Special Operations teams deploy along with EOD to provide EMS, detection and research of unknown substances. A Rapid Intervention team is also deployed to rescue Bomb Squad technicians if necessary.

## Large Animal Rescue

PBCFR's Special Operations teams are capable of rescuing animals of any size, including horses, large dogs, and farm animals. With the proper equipment and training, PBCFR's Special Operations teams can rescue animals from water bodies, mud, or other situations. They can also initiate necessary medical treatment until a veterinarian arrives.

## Technical Rescue

PBCFR's two Technical Rescue Teams (TRT) are comprised of 80 members, highly-skilled in response to major vehicle accidents, high angle rescue with rope equipment, confined space rescue, structural collapse, and trench rescue. Each member has achieved the designation of "Rescue Specialist" by completing rigorous training required by Florida's State Fire Marshal's Office. Additionally, PBCFR's TRT has completed necessary training and equipment acquisition to meet the standards to qualify as a State Urban Search and Rescue (US&R) team. US&R Teams can be deployed throughout the state of Florida to assist in mitigation of all types of disasters, such as building collapses and hurricanes.



# MEDICAL SERVICES

The Medical Services Division oversees all medical care, emergency medical training, and Mobile Integrated Healthcare (MIH) services for PBCFR. The Division ensures personnel are trained and prepared to provide exceptional prehospital care and treatment. PBCFR responds to all emergency incidents, ranging from medical calls to traumatic injuries. The Division collaborates with healthcare experts at the local, state, and national levels to develop innovative, evidence-based medical protocols. Continuous research and evaluation of new medical equipment allow the Division to implement protocols and procedures that enhance patient care.

## Medical Directors

To ensure the highest level of care, PBCFR has a team of nine Medical Directors who actively participate in training, continuing education, and the advancement of PBCFR's Paramedics and Emergency Medical Technicians (EMTs). These experienced professionals work alongside paramedics and EMTs, responding to emergency calls in the field on a weekly basis. By incorporating research-validated practices, their expertise contributes to maintaining exceptional standards in prehospital patient care.



## Mission: Lifeline® EMS Recognition

PBCFR has received the American Heart Association's Mission: Lifeline® EMS Gold level achievement award two years in a row, for its commitment to offering rapid and research-based care to people experiencing the most severe form of heart attacks and strokes.



# MANALAPAN EMS CALL STATISTICS FY 25



Specific incidences involving strokes, heart attacks, septic shock, or trauma are categorized as “Alerts.” A unique criterion defines and classifies different alert types. When a patient meets alert criteria, trained personnel rapidly treat and expedite transport. While in transit, the receiving emergency care facility is notified of an alert via radio; this allows emergency care providers to prepare for receiving a critical patient.

- **Trauma Alert** - Rapid recognition and notification of severe, potentially life-threatening traumatic injury.
- **STEMI Alert** - Specific criteria indicate a patient suffering from a heart attack or STEMI (ST-Elevation Myocardial Infarction).
- **Sepsis Alert** - Signs and symptoms identified consistent with septic shock, a life-threatening condition caused by a severe infection.
- **Stroke Alert** - Rapid onset of signs and symptoms associated with hemorrhagic strokes (brain-bleeds) and ischemic strokes (vessel occlusion in the brain) identified.



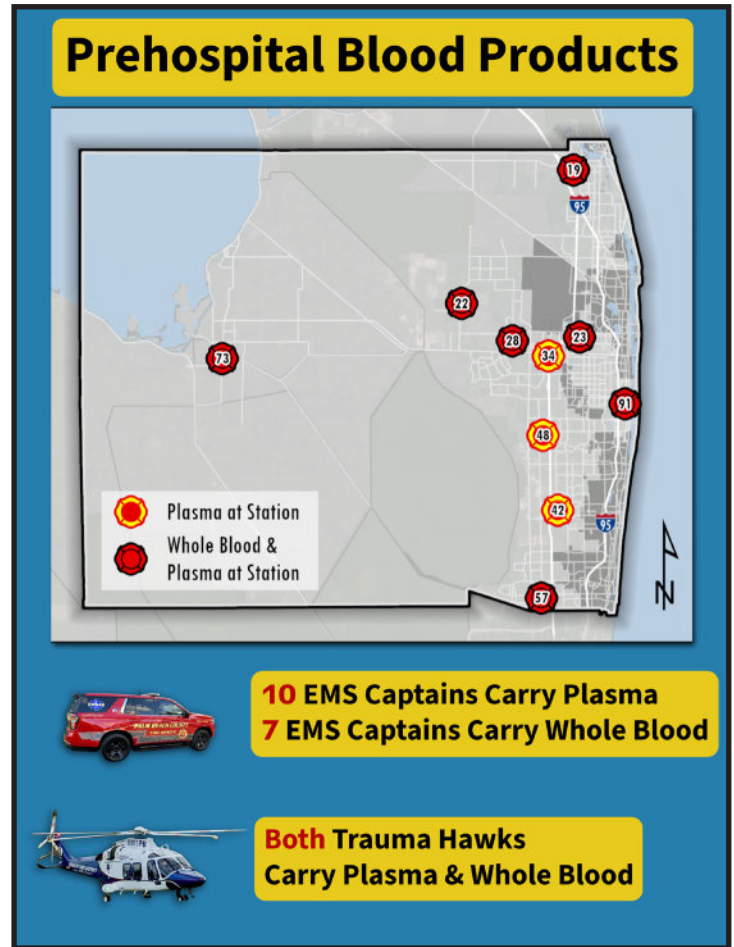
**25.1%**  
of cardiac arrest cases County-wide regained a heartbeat  
\*Florida State average: 24.9%  
\* Florida Department of Health

**12.8%**  
of cardiac arrest cases County-wide were discharged from the hospital alive (91 patients)  
\* The Cardiac Arrest Registry to Enhance Survival (CARES) average is 9.2%

# BLOOD PRODUCT TRANSFUSION PROGRAM

## Blood Product Transfusion Program

The Blood Product Transfusion Program was established to enhance survival rates of patients experiencing severe bleeding. The program launched with whole blood transfusions in July 2022, marking a significant advancement in prehospital care. In December 2024, PBCFR expanded the program by introducing field-administered plasma, becoming the first agency in PBC to do both. PBCFR remains one of the few emergency services nationwide capable of providing this advanced standard of care. Research has identified two critical actions that can improve a bleeding trauma patient's survival odds: controlling the bleeding and replacing lost blood. Enhancements to PBCFR's protocol include treating patients with tranexamic acid and calcium chloride. Both medications have been shown to reduce mortality in trauma patients. Emerging research suggests that administering plasma to patients with traumatic brain injuries may initiate the brain's reparative process, further improving patient outcomes. PBCFR's Medical Services team has actively shared best practices for whole blood transfusion nationwide, contributing to the advancement of prehospital trauma care across the country.



## Inventor of the LifeFlow Device Recognizes PBCFR

Dr. Mark Piehl, pediatric critical care physician and inventor of the LifeFlow device, recently visited the Health Care District of Palm Beach County's Trauma Hawk Aeromedical Hangar to recognize several members of PBCFR for their adoption of his innovative technology. The LifeFlow device is a hand-operated system designed to deliver a unit of whole blood in approximately two minutes, three times faster than traditional methods. Dr. Piehl presented PBCFR personnel with challenge coins and a letter of recognition honoring their efforts to improve patient care.



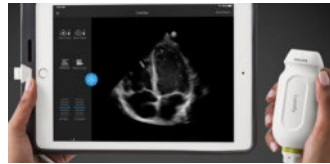
## Lucas 3

The LUCAS 3 is a mechanical chest compression device that assists in delivering high quality, guideline-consistent chest compressions to sudden cardiac arrest patients. The device was designed for use in the field, en route, and in a hospital. PBCFR has prioritized equipping all engines and rescues with a LUCAS 3 device.



## Ultrasound

The ultrasound device is a solution that supports high-resolution imaging of the abdomen, cardiac function, lungs, OB/GYN function, and focused assessment with sonography in trauma. All PBCFR EMS Captain vehicles carry an ultrasound device, which is compatible with smart mobile devices.



## Hamilton T1 Ventilator

The Hamilton T1 is a full-featured Intensive Care Unit (ICU) ventilator for use in and out of the hospital. It can ventilate patients ranging from newborns to adults and provides visualization of lung mechanics, as well as monitoring the patient's ventilator dependence. Using Adaptive Support Ventilation it automatically adjusts to each patient's needs in real time, allowing EMS Captains to deliver safer, more personalized care.



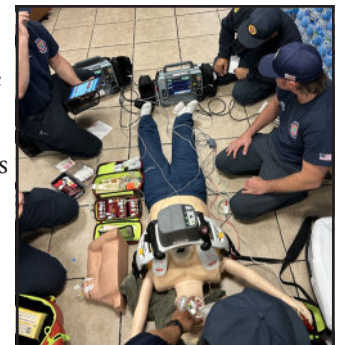
## Medications:

- Esmolol - used to treat refractory ventricular heart rhythms when a patient is in cardiac arrest
- Rocuronium - a paralytic used to facilitate intubation in a critically ill patient
- Cyanokit - used to treat suspected cyanide poisoning secondary to fires in enclosed spaces
- Nitroglycerin Infusion - used to treat acute heart failure with hypertension
- Antibiotics - used to treat sepsis and open fractures on-scene to increase patient survivability
- Whole blood - used to improve the survival rate of bleeding patients
- Plasma – used for traumatic brain injuries, stabilizes blood pressure, supports clotting, and can promote early brain tissue repair



## Procedures:

- Finger Thoracostomy - used in an emergency setting to decompress a suspected tension pneumothorax or hemothorax
- Double Sequential External Defibrillation - used to treat refractory ventricular heart rhythms not responding to traditional electrical therapy
- Delayed Sequence Intubation - designed to slow down the traditional intubation process to prioritize oxygenation and blood pressure stabilization ensuring a safe and secure airway
- Distal Femur Intraosseous Access Site - primarily used to administer medications to pediatric patients in cardiac arrest



## GlideScope Go 2

Now standard on all PBCFR Rescues and EMS Captain vehicles, the GlideScope Go 2 ensures high-resolution airway visibility in any environment. This portable video laryngoscope improves airway management and first-attempt success when establishing an emergency airway. It features an intuitive interface, anti-fog technology, dynamic light control, and ambient light reduction for clear airway views. Integrated tools support continuous quality performance by identifying areas for improvement.



## Kosmos Mobile AI-Driven Ultrasound

The Kosmos Mobile is a portable ultrasound built for critical care settings, offering multi-organ, lung, abdominal, and cardiac scans at the point of care. Advanced Artificial Intelligence (AI) enhances cardiac imaging, labels anatomy, identifies views, and auto-calculates key measurements, helping EMS Captains quickly diagnose and treat critical patients.



# MOBILE INTEGRATED HEALTHCARE

PBCFR's MIH program enhances the EMS approach by assisting patients with social services and medical needs after their 911 call. The MIH team consists of paramedics and medical social workers who support patients and families by empowering them with the proper means to improve their health and wellness. MIH programs include:

## High Frequency Utilizer & Chronic Disease Management

Ensures patients receive the care and resources needed to reduce reliance on EMS and enhance their safety, wellness, and quality of life. It provides care coordination, health education, and disease management strategies to patients who live with chronic diseases while supporting them in adjusting to their health issues.

## Addiction

Patients who have recently experienced an addiction-related 911 call and are living with an alcohol or substance use disorder are offered education and connections to either harm-reduction or recovery programs.

## Pregnancy Outreach

Connects pregnant teens and women to prenatal care and pregnancy/childbirth resources.

## Cardiac Arrest Survivor Outreach

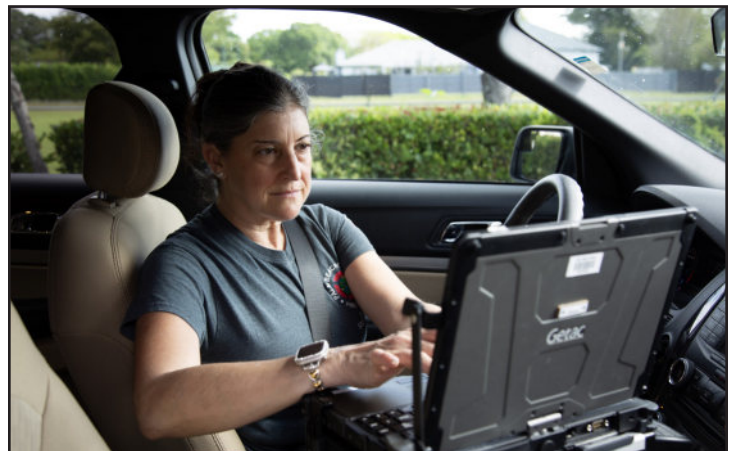
Provides cardiac arrest survivors and their families with emotional support and other resources. Patients are also provided an opportunity to reunite with the EMS crew who cared for them.

## Pediatric and Adult Grief Support

Connects families to grief support and other resources after a loss.

## Fall Intervention Program

This program allows patients who are already experiencing falls to increase their independence and safety by reducing the risk of future falls and traumatic injury or death. MIH members reach out to patients within 24 hours of a fall to provide immediate fall intervention support and can facilitate a home visit if needed. The MIH team provides fall prevention resources and education to patients, and those seen in their home receive a fall prevention kit, including grip socks, to promote safety. The fall intervention program is active in PBCFR service areas experiencing the highest number of fall calls.



# NEW APPARATUS



## PBCFR Launches Mobile Bunker Gear Exchange Program

In 2024 PBCFR started a pilot program to introduce an innovative Mobile Bunker Gear Exchange Program designed to streamline the replacement of contaminated firefighting gear following fire exposures. This state-of-the-art mobile unit is stocked with a full inventory of bunker gear and accessories, allowing firefighters to exchange contaminated equipment on-site, whether at fire stations or emergency scenes. The program minimizes downtime and ensures personnel have access to safe, clean, and fully functional gear without disrupting operational readiness. By reducing firefighters' exposure to harmful contaminants and accelerating gear replacement, PBCFR reinforces its strong commitment to the health, safety, and wellness of its operational personnel.



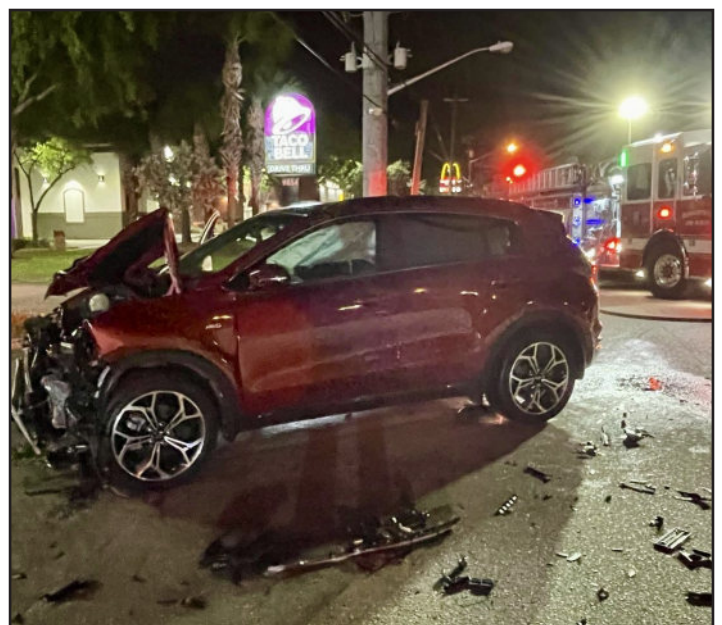
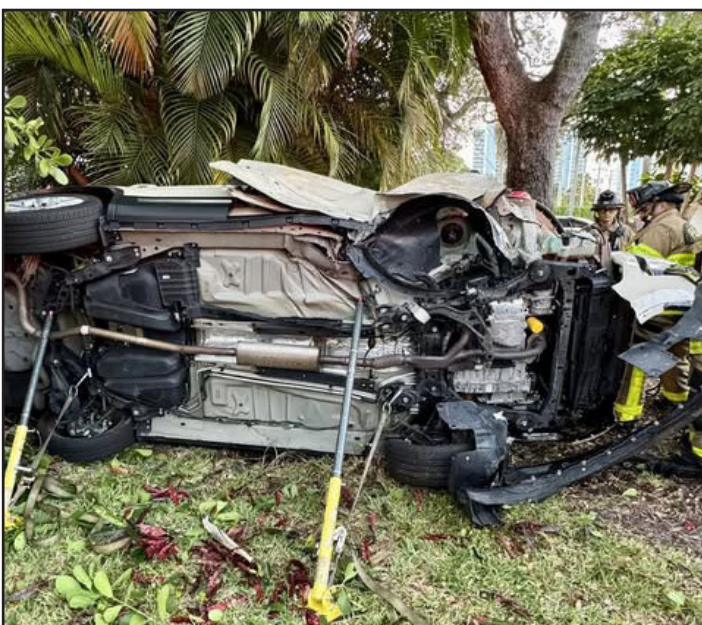
## Advanced Life Support and Technical Rescue Squads

In 2025, PBCFR enhanced its service delivery by adding two new Advanced Life Support (ALS) Technical Rescue Team (TRT) Squad vehicles. These units were strategically placed at Stations 44 and 73 to serve their surrounding communities. These new squads significantly expand PBCFR's technical rescue capabilities. In addition to primary fire suppression and advanced life support functions, the ALS/TRT Squads are equipped to perform vehicle, machinery, and high-angle rescues, as well as dark water and dive operations. These units also provide critical support during confined space, structural collapse, and trench rescue incidents.

# VEHICLE ACCIDENTS

PBCFR responded to eight vehicle accidents within the Town of Manalapan during FY 2025, four percent of the total calls dispatched. Accidents that occur on interstates and highways are often more severe than those that occur on roads with lower speed limits and require additional units to respond. They require an additional engine to protect first responders by blocking traffic and many require extrication equipment. Vehicle extrication is the process of removing a vehicle from around a person who has been involved in a motor vehicle collision when conventional means of exit are impossible or inadvisable. Extrication must be approached delicately to minimize injury to the victim. PBCFR equips every engine and aerial truck with the hydraulic rescue tools required to safely extricate patients.

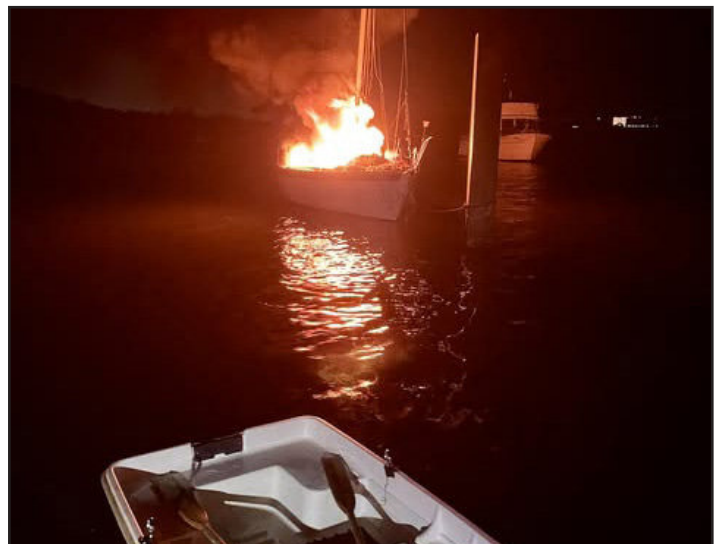
Several unique hydraulic rescue tools are often collectively referred to as the “Jaws of Life.” Each tool is designed to complete a specific function such as spreading, cutting, pushing, pulling, lifting, or stabilizing. Hydraulic rescue tools use pressurized fluid for high-power operation, force that enables them to manipulate the durable engineered metal alloys vehicles are built with. Stabilization equipment keeps heavy vehicles from moving and rolling. PBCFR’s pneumatic stabilizing struts can support over 20,000 pounds each and lift up to 10 tons.



# FIRES

During FY 2025, PBCFR dispatched crews to two fires in the Town of Manalapan. This includes structure fires, vehicle or boat fires, brush fires, and trash fires. Structure fires are located inside a building and can be categorized as high-rise, commercial, apartment, or residential. These types of fires have the most potential to threaten life safety and can result in significant property loss. PBCFR is prepared to respond to each type of structure fire call with adequate personnel and equipment to mitigate damage as quickly as possible. Therefore, a working structure fire receives a minimum of ten units and 25 personnel. PBCFR enforces strict adherence to the NFPA 1 and 101 fire prevention code and use of smoke detectors, minimizing human casualties and property loss. PBCFR also administers an outreach program that offers smoke detector installation in homes of those who are unable due to physical or monetary needs.

PBCFR WORKING STRUCTURE FIRE RESPONSE	
UNITS DISPATCHED	NUMBER OF PERSONNEL
3 ALS Engines	9
3 ALS Rescues	9
1 ALS Aerial	4
1 EMS Captain	1
1 Battalion Chief	1
1 District Chief	1
<b>10 Total Units</b>	<b>25</b>



# TRAINING & SAFETY

The Training & Safety Division offers year-round instructional opportunities to support the professional development of PBCFR operational personnel. This includes training for new hires in the Recruit Academy, compliance with state and national training standards, and ongoing or specialized instruction. The Division also ensures operational staff maintain their required technical certifications. Various classes are conducted at fire stations and at the department's headquarters, located at the Chief Herman W. Brice Fire Rescue Complex in West Palm Beach. Additionally, safety alerts and online training modules are regularly distributed to keep personnel informed with timely and essential updates. This Division also processes requests from operational personnel who wish to pursue higher education at local colleges and state universities.

## Training Classes Offered

- National Fire Protection Association (NFPA) 1/101 Update
- Incident Command Systems for Expanding Incidents
- All-Hazards Incident Management
- Special Operations Candidate School
- Statewide Emergency Response Plan
- Advanced Cardiac Life Support and CPR
- Pediatric Advanced Life Support
- Tactical Emergency Casualty Care
- Florida Urban Search & Rescue
  - Structural Collapse
  - Confined Space
  - Trench
  - Rope Rescue
  - Vehicle Machinery Rescue
- Florida Fire Inspector Series I
- Live Fire Training Instructor
- Florida Fire Officer Series I
- Florida Fire Officer Series II
- FEMA Strike Team Leader
- Search Culture
- Ocean Rescue Ops
- LP Gas Emergencies
- Electric Vehicle Training
- Elevator Emergencies
- Driver Candidate School
  - Refresher Driver School
  - Emergency Vehicle
- Aerial Operations
  - 100' Aerial Program
- Dive Rescue
  - Open Water Dive
  - Advanced Water Dive
  - Emergency Response Diver



# TRAINING FACILITY



## Training Tower



PBCFR's Training complex, located at the Chief Herman W. Brice Fire Rescue Complex sits on 56 acres of land. The Administration building in the Complex consists of offices, classrooms, and a video production studio. The training area includes a seven-story high-rise tower, burn building, fire behavior/flashover training prop, a liquid petroleum gas field, roof prop for vertical ventilation, forcible entry, impact window prop, emergency vehicle operating course, enclosed SCBA confidence course, Florida USAR training course, VMR/extrication pit, medical simulation lab, and more.

## Vertical Ventilation Prop



## Burn Building



# EMERGENCY MANAGEMENT

The Emergency Management (EM) Division is committed to reducing vulnerability to hazards and minimizing the impact of disasters through preparation, response, and recovery. The EM Division participates in various committees, teams, and work groups at local, state, and federal levels to support Homeland Security and a safer PBC.

The EM Division develops and modifies response plans for the following:

- Severe Weather Events
- Civil Disturbances
- Command Team Activations
- Continuity of Operations Plans
- Incident Action Plans (IAP)
- Comprehensive Emergency Management Plans
- Disaster Deployment Policy & Procedure
- Presidential Motorcade & Dignitary Detail IAPs
- Security Plans during Presidential Elections

PBCFR's EM Division works closely with PBC Directors of Public Safety, County Emergency Management, and the Palm Beach Regional Fusion Center to coordinate strategic intelligence and strengthen interagency collaboration.

## Emergency Services Branch

Emergency Support Function (ESF) annexes were mandated by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 and outline the roles, responsibilities, and procedures for coordinating federal, state, and local agencies during presidentially declared emergencies or disasters. When the PBC Emergency Operations Center (EOC) is activated, the EM Division assumes leadership and oversight of ESF annexes for firefighting and search and rescue. Support and coordination are also offered to law enforcement. Unit leaders serve as liaisons between the EOC and field operations to support and coordinate public safety, shelters, healthcare, EMS, and other operational sectors to ensure a unified and effective emergency response.

## Disaster Deployment Assistance

The Emergency Management Coordinator ensures disaster deployment readiness by maintaining accurate rosters, confirming training compliance, and preparing personnel for responses. As the host agency, PBCFR provides administrative, financial, and logistical support

for the Southeast Florida Regional All-Hazards Incident Management Team (AHIMT). PBCFR also represents PBC in the Florida Statewide Emergency Response Plan, making sure that mutual aid Strike Teams are ready to respond under the Statewide Mutual Aid Agreement.

## Domestic Security Preparedness

The EM Division plays a crucial role in the Southeast Florida Regional Domestic Security Task Force for Region 7. This multi-agency task force, coordinated by the Florida Department of Law Enforcement, includes representatives from fire rescue, emergency management, law enforcement, hospitals, and public health entities. PBCFR supports planning, training, and regional coordination for complex threats and high-risk events while helping to safeguard community resilience.

## Training and Exercises

Emergency responses to large-scale incidents in PBC require strong unified command partnerships between law enforcement, fire rescue, and emergency management. PBCFR leads and participates in a wide range of training exercises designed to strengthen interagency command capabilities and reinforce operational readiness. Exercises include:

- EOC drills and command staff briefings
- Active Shooter/Hostile Event Response (ASHER)
- Regional Hazardous Material (HazMat) scenarios
- Tornado/severe weather response exercises



# HURRICANE MILTON TORNADOES



On October 9, 2024, hours before Hurricane Milton's severe weather was expected, PBCFR responded to an EF3 tornado with estimated peak winds of 140 mph spanning nearly 20 miles throughout the department's service area. The first call for assistance came from Wellington involving ten people, including a baby, trapped inside a collapsed house. The caller told dispatchers a tornado had completely destroyed their house. Over the next hour and forty minutes, more than 120 tornado-related 911 calls were received. The incidents started in Wellington and moved northward through Loxahatchee, the Acreage, Palm Beach Gardens, and Jupiter Farms. PBCFR dispatched more than 56 units in response to these calls. The tornado outbreak resulted in seven transports, including three trauma alerts. Fortunately, no lives were lost in Palm Beach County during this historic event.



# COMMUNITY RISK REDUCTION

## Existing Inspections

The Existing Inspections Branch conducts inspections to ensure compliance with the Florida Fire Prevention Code and any local amendments implemented by PBC.

Responsibilities:

- Conduct field inspections of new and existing occupancies
- Prepare inspection reports
- Research, apply, and enforce applicable fire codes and standards
- Investigate and resolve complaints
- Participate in Code Enforcement and Special Magistrate legal proceedings with county and municipal authorities, including preparing and providing all required documentation to support cases. Review Comprehensive Emergency Management Plans
- Conduct annual hurricane safety inspections
- Conduct field inspections for businesses, multi-family residential communities, healthcare facilities, commercial structures, etc.
- Conduct permit reviews and field inspections for special events, fireworks displays, concerts, and food trucks
- Review and enforce fire protection system requirements
- Review emergency management plans to ensure hurricane preparedness and conduct pre/post-storm assessments
- Collaborate with fire operations and the Community Risk Reduction Division initiatives



## Plan Review and New Construction

The Plan Review and New Construction Branch reviews fire-related construction plans for compliance with the Florida Fire Prevention Code and inspects all construction phases to ensure code adherence. In addition, this branch determines the necessary water supply for firefighting operations and ensures access roads meet conditions necessary for firefighting apparatus.



## Investigations

The Investigations Branch is responsible for determining the origin and cause of fires, as well as conducting explosion analysis. When a fire is determined to be arson, the Investigations Branch initiates a criminal investigation and presents the case to the State Attorney's Office for prosecution. All Fire Investigators are certified through the State of Florida, the International Association of Arson Investigators, and the National Association of Fire Investigators. Additionally, they are sworn law enforcement deputies and may testify in both federal and state courts, hearings, and depositions.

*\*If you have any information related to an arson case, please contact Crime Stoppers of Palm Beach County at [www.crimestopperspbcc.com](http://www.crimestopperspbcc.com).*



# COMMUNITY RISK REDUCTION

## Community Education

The Community Education and Outreach Branch provides intervention strategies to prevent injuries and lives lost due to fire and other hazards.

### Educational Courses Offered:

- Babysitter Safety: Hazards in the Home
- Basic First Aid
- Fall Prevention
- Fire Safety
- Bleeding Control: Stop the Bleed
- Carbon Monoxide (CO) Poisoning Prevention
- Fire & Emergency Evacuation Training
- Fire Extinguisher Training
- Fire Station Tours
- Hands-Only CPR and AED
- Hurricane Safety
- Injury Prevention
- Golf Cart Charging Safety
- Lithium Battery Safety

## Services and Programs

### Smoke and CO Alarm Installation

The program offers smoke and CO alarm installation to eligible residents. Bedside fire alarm clocks with shaker devices and smoke alarms with strobe lights are also available for individuals who have impaired hearing. For questions about eligibility and installation appointments, residents can call 561-616-7049.

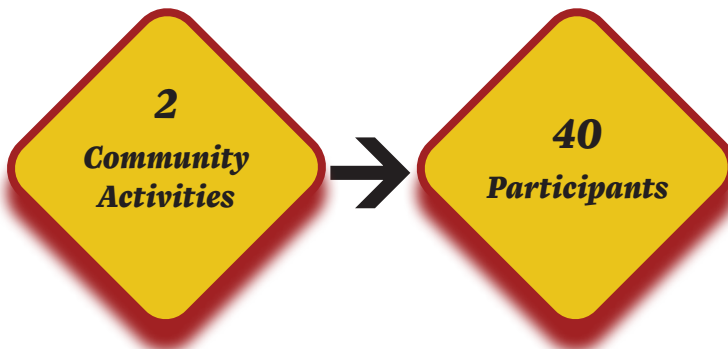


CRRD, in partnership with PBCFR's Reserve Battalion and the American Red Cross South Florida Region, successfully completed the 2023–2025 FEMA Fire Prevention and Safety Grant Project. During this period, the teams installed 1,581 combination smoke/CO alarms, visited 434 homes, and reached 1,055 residents.

### Child Passenger Safety

PBCFR's nationally certified Child Passenger Safety Seat Technicians help caregivers properly fit and install car seats. Appointments can be scheduled using the online car seat scheduler at [www.pbcfr.org](http://www.pbcfr.org). The information is available in English, Spanish, and Creole. Scan the QR Code for more information.

CAR SEAT HELP



## Youth Firesetting Prevention & Intervention

When a child is showing signs of firesetting behavior, intervention is crucial. This program consists of an intake, interview, and fire safety workshop. Participants will also receive individual and family counseling free of charge with Palm Beach County Youth Services Division. Call 561-616-7033 for more information.

## Yellow Dot Program

The yellow sticker provided to vehicle owners, alerts EMS and law enforcement that a Yellow Dot form is in the glove compartment. The completed form contains personal health information to reference if a patient is unable to speak when medical attention is needed.



## Vial of Life

Encourages residents to list their essential medical information on a piece of paper attached to their refrigerator. If 911 is called and the resident is unable to speak, PBCFR can reference the Vial of Life and provide informed medical attention.

## “Save Our Pets” Decals

If residents are not home at the time of an emergency, the decal on the front door conveys to emergency responders the number of cats, dogs, and other animals inside the home.



## Home Safety Survey

The Community Education and Outreach Branch can help assess and identify fire or slip and fall hazards in the home and offer solutions for mitigation.



## Drowning Prevention Coalition

The Drowning Prevention Coalition provides complimentary services to educate the public on water safety and basic rescue techniques to reduce drowning and other water-related incidents in PBC.

### Services Include:

- Land or virtual-based water safety programs tailored for daycares and Pre-K through high school-aged students in private and public schools
- Adult water safety programs for businesses, non-profit organizations, senior groups, etc.
- Educational display at health and safety fairs
- Free or reduced-cost swim lessons to underprivileged and special needs children ages 2 through 12 and their immediate caregivers



# FIRE & LIFE SAFETY INSPECTIONS FY 2025

## Manalapan Inspection Activity Summary

### EXISTING INSPECTION SERVICES

ACTIVITY	COUNT
AHJ Notification	2
Re-inspect	2
Fireworks	1

### CONSTRUCTION SERVICES

ACTIVITY	COUNT
Plans Review	15
Fire Department Final (Complete)	1
Fire Department Final (Partial)	1
Fire Framing (Complete)	1
Fire Sprinkler Final (Complete)	1
Fire Sprinkler Head Relocation (Complete)	1
Site Visit	1

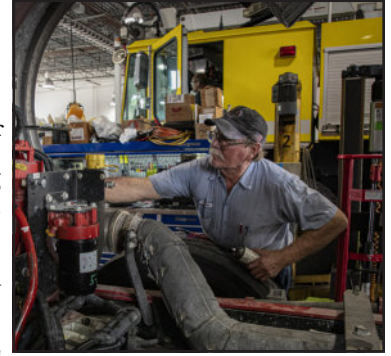


**Your Safety. Our Priority.**

# SUPPORT SERVICES

## Fleet Maintenance

The Fleet Maintenance team budgets, purchases, maintains, and repairs over 550 emergency fire apparatus and support vehicles, ensuring compliance with NFPA standards. Additionally, Fleet oversees the maintenance and inspection of more than 1,000 pieces of support equipment, including stretchers, extrication tools, and small generators. Operating from two locations, the primary facility features 28 bays and is centrally located in the county, while a smaller satellite shop with two bays serves the southern region. In addition to servicing PBCFR's fleet, this section also conducts maintenance on more than 40 emergency apparatus owned and operated by neighboring municipalities. The Fleet Team staffs 20 certified Emergency Vehicle Technicians (EVT), two EVT II certified Foremen, one EVT III certified Fleet Superintendent, and one ASE Master Certified Fleet Director. Each year, the team processes an average of 7,500 work orders, including approximately 800 scheduled preventive maintenance inspections. Fleet Maintenance provides 24/7 support to ensure emergency response vehicles remain ready at all times, crucial to PBCFR's daily operations.



## Warehouse & Logistics

Warehouse & Logistics is comprised of three distinct sections: Medical Supplies, Firefighting Equipment/PPE, and Fixed Asset Inventory. Each section plays a vital role in supporting operational readiness and departmental efficiency.

- Medical Supply Warehouse staff are responsible for procuring, managing inventory, and distributing firefighting equipment, medical supplies, pharmaceuticals, and respiratory safety equipment to all PBCFR fire stations across the county. They are also responsible for maintaining hurricane shelter kits.
- Fire Fighting Equipment/PPE Warehouse staff maintain all equipment and tools needed by Operations personnel to provide the highest level of service to the communities served. The section also provides firefighters with bunker gear while maintaining thorough records throughout the equipment's service life.
- Fixed Asset Inventory staff monitor and track over 15,000 capital items with an estimated total value of \$125 million, ensuring accountability, compliance with county asset policies, and accurate reporting.



## SCBA Shop

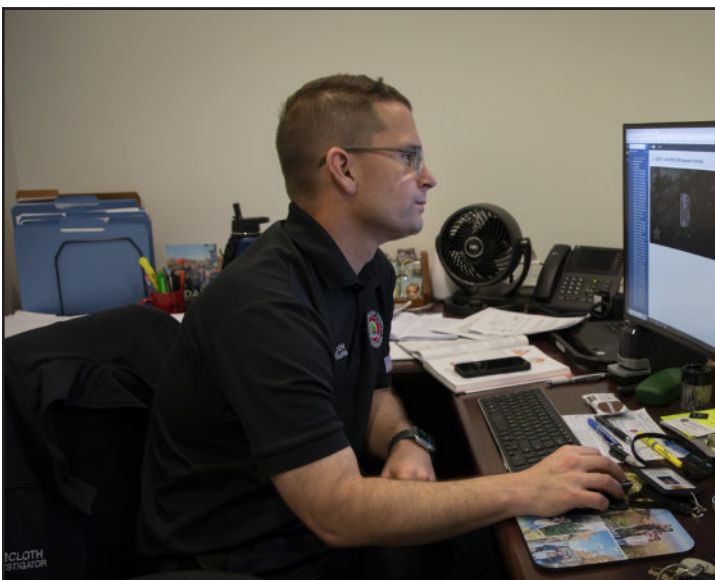
The Respiratory Protection Manager and two Specialists ensure that firefighters are equipped with essential gear, including Self-Contained Breathing Apparatus (SCBA), Self-Contained Underwater Breathing Apparatus equipment, compressed air, portable lighting, and gas detection monitors. Operational personnel undergo annual fit testing to verify the effectiveness and proper fit of three different types of respirators: an N95 mask, a half mask, and a full face SCBA mask. The SCBA shop utilizes three stations dedicated to SCBA flow testing. This section conducts preventive maintenance, inspections, and repairs on inventory, including 665 breathing apparatus, 12 stationary and mobile air compressors, 1,800 cylinders, over 1,500 masks, and over 300 gas monitors.



## Facilities

The Facilities Section coordinates new construction and remodeling for PBCFR's Comprehensive Fire Station Capital Improvement Program. The Facilities Section manages construction-related responsibilities classified as large capital projects, small capital projects, or preventative maintenance. Large capital projects include new construction and major renovations. Small capital projects consist of existing minor renovations and major repairs. Facilities Technicians complete preventive maintenance and minor repairs at all PBCFR fire stations, Fire Rescue Headquarters, and the Communications Center. During FY 2025, PBCFR launched two large capital projects, the construction of Stations 49 and 92.






## Administrative Services

The Administrative Services Division works closely with the PBC Human Resources (HR) Department to hire new firefighters and promote current operational employees. PBCFR employees assist HR as subject matter experts when developing content for promotional exams, providing critical insight into the operational needs of the Department. The Administrative Services Division consists of: Internal Affairs, Records & Resources Bureau, Recruitment & Retention, Payroll, Staffing, Professional Services, Wellness & Engagement, Public Information, and Media Services.

## Hiring Process

Each year, PBCFR opens the application process for potential new firefighters for a two-day period. Historically, over 700 applicants have applied during this time. All applicants must meet the required certification standards to be eligible for a firefighter position.

For more information, scan the QR code



PBCFR and HR facilitate communication and coordination throughout the hiring process. Qualified candidates undergo a series of assessments, including written and practical examinations. Those who successfully pass the required tests will advance to the interview stage. Due to the abundance of candidates, interviews are conducted over five days by six panels consisting of three interviewers each.

## Promotional Process

PBCFR operational employees are encouraged to advance within the organization. Upon successfully completing written and practical exams, candidates are placed on a ranked list that remains active for two years unless all employees from the list are promoted. Proactive planning is essential to ensure operational readiness and an efficient promotional process.

## Internal Affairs

The Internal Affairs Section fairly and impartially investigates any internal or external concerns while following all department policies and procedures. They act as the department liaison to PBSO as well as other local, state, or federal law enforcement agencies. This section also keeps the department informed of any situational awareness issues related to fire rescue.

# PROFESSIONAL SERVICES

## Recruitment & Retention

Recruitment & Retention oversees the hiring, promotion, and recruitment processes for a wide range of PBCFR personnel. This section has an emphasis on community outreach to promote the diverse career opportunities available at PBCFR, particularly in the Firefighter EMT/Paramedic roles. They regularly participate in career day events throughout the county, engaging with individuals of all ages who are interested in pursuing a career in fire rescue.



## Records & Resources Bureau

The Records & Resources Bureau serves as the Privacy and Security Officer under the Health Insurance Portability and Accountability Act (HIPAA). The Bureau collaborates with legal entities such as the PBC Attorney's Office and relevant state authorities. It processes subpoenas, public records requests, and ensures all departmental records are handled in accordance with legal and regulatory requirements.



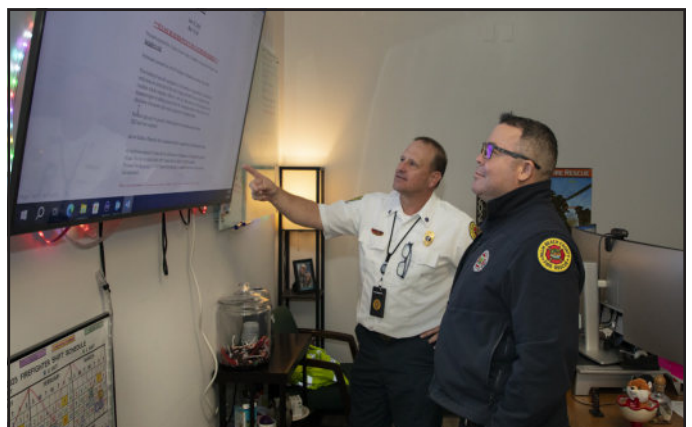
## Payroll

The Payroll Section processes bi-weekly pay for over 1,800 PBCFR personnel. It ensures promotions, accruals, and schedule changes are completed accurately and promptly. The section also oversees the supplemental long-term disability program, the configuration and maintenance of pay codes and rules, and conducts audits to confirm compliance with the Collective Bargaining Agreement.



## Staffing

Staffing Officers oversee multiple aspects of workforce management for more than 1,500 Operational PBCFR employees. Their responsibilities include unit bidding, scheduling adjustments, promotions, new hires, and light duty assignments. They also ensure full compliance with the Collective Bargaining Agreement to support operational readiness and efficiency.



# WELLNESS & ENGAGEMENT

## Physical Wellness

PBCFR's Wellness Coordinator and Exercise Physiologist ensure the mental and physical wellness needs of PBCFR's operational employees are met by:

- Evaluating and overseeing the annual fitness assessments of every operational employee
- Directing the daily physical fitness training for each recruit class
- Providing modern equipment and techniques to sustain healthy and capable firefighters
- Facilitating comprehensive care through the Employee Assistance Program (EAP)
- Managing workers' compensation, extended leave, and light duty programs

## Annual Wellness Physical

PBCFR prioritizes the mental and physical well-being of its firefighters by requiring an annual wellness physical. This measure ensures personnel maintain peak fitness levels essential for the safety of both the firefighters and the community they serve. The wellness physical is comprehensive, efficient, and designed to support the unique demands of the profession. This approach ensures compliance with NFPA 1582 guidelines. Below is an outline of a full wellness physical for PBCFR firefighters provided by the Palm Beach County Firefighters Health Clinic, LLC:

- Medical history review
- Diagnostic testing
- Initial consultation
- Post-physical review and recommendations (optional)
- Physical examination



## Battalion Fitness Workout Sessions

The Battalion Fitness Workout Program was created to offer station crews an engaging way to enhance their physical fitness, promote health and safety on and off the job, and strengthen team cohesion. Led by PBCFR's Exercise Physiologist, the workouts range from beginner to advanced levels and are offered at various fire stations across all PBCFR battalions.

## Firefighter Cancer Guidance

In 2019, Florida Statute §112.1816 was enacted by a unanimous vote of both chambers of the legislature and signed into law by the Florida Governor. It aims to alleviate some of the stressors associated with a firefighter's cancer diagnosis. As a response to this Florida Statute, PBCFR and IAFF Local 2928 collaborated in 2024 to create a policy and navigation guide to ensure our employees receive the support and essential information needed should a cancer diagnosis occur.

# PUBLIC INFORMATION OFFICE & MEDIA SERVICES

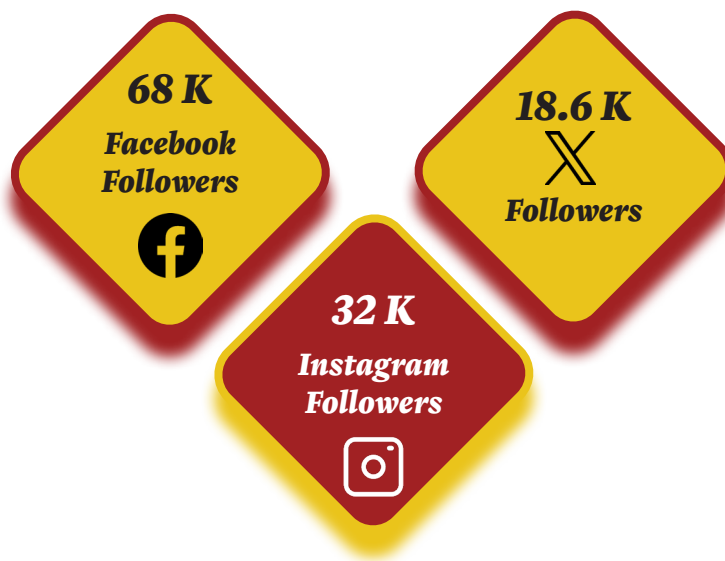
The Public Information and Media Services Team ensures community members are informed, engaged, and connected with PBCFR. The Public Information Office (PIO) is the official line of communication with citizens and the media, delivering information about emergency incidents, public safety, fire rescue services, outreach programs, and more. The PIO goal is to get the “right information to the right people at the right time to make the right decisions.” PBCFR’s award-winning Media section is instrumental in producing live and public events, creative media and communications, and virtual training for PBCFR personnel to ensure firefighters and paramedics are informed on the latest medical research, equipment, and department advancements. Below are the respective responsibilities:

## Public Information Office:

- Department publications
- PIO Incident response
- Media interviews
- Press conferences
- Social media content and management
- Internal and external communications
- Department traditions and ceremonies
- Employee and citizen awards programs
- Hurricane and activation command team
- Public outreach campaigns

## Media Services:

- Video production for training and communications
- Public safety messages
- Social media video content
- Still photography
- Graphic design
- Publications
- Live events
- Virtual and live streaming

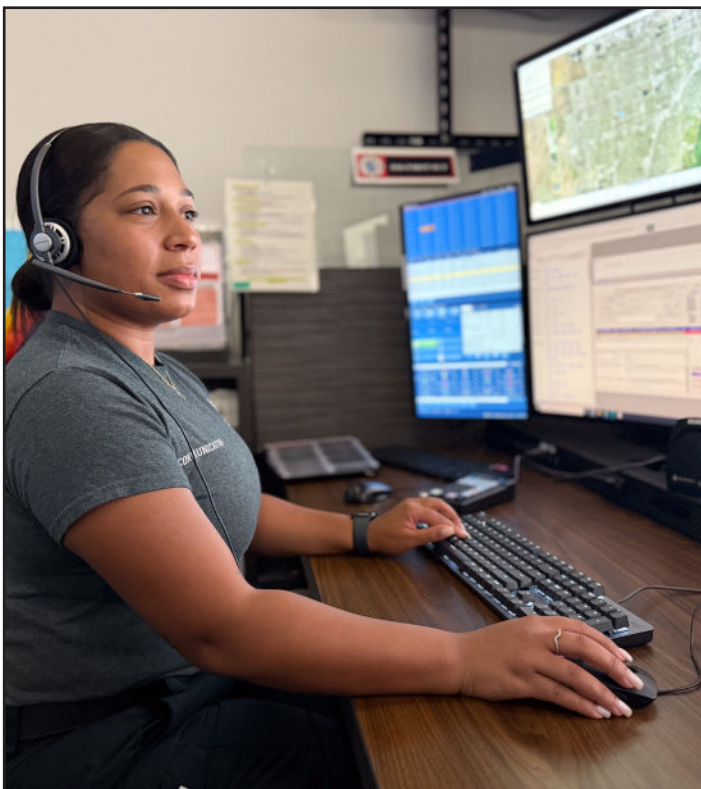


# COMMUNICATIONS & STRATEGIC INITIATIVES



## 911 Communications Center

PBCFR's Communications Center is the largest secondary Public Safety Answering Point in PBC. The Communications Center is a multi-agency operation that handles fire and medical emergency communications for PBCFR and nine municipal fire rescue departments. As an all-hazards fire rescue department, PBCFR's Communications Center annually processes over 400,000 phone calls and dispatches over 233,000 emergency calls. The Communications Center employs 63 Communicator III's and six Call Takers. The Communications Center Leadership Team includes a Communications Center Manager, Quality Assurance Manager, Training Supervisor, Quality Assurance Specialist, and Communicator Supervisors. PBCFR Communicators are certified by the state of Florida as 911 Public Safety Telecommunicators. They are also nationally certified in CPR, Emergency Medical Dispatch, and Fire Service Communications. This training allows them to locate and provide rapid service to 911 callers, offer them life-saving instructions when needed, and assist emergency personnel in the field. PBCFR Communicators operate a complex radio system and a Computer Aided Dispatch (CAD) system that allows them to dispatch, monitor, and communicate with emergency personnel from local law enforcement, fire rescue agencies, hospitals, and aeromedical teams.





## Fire Operations Officer

Fire Operations Officers (FOO) are a crucial link between the Communications Center and the Operations crews in the field. As critical information is received from the Communicators and Call Takers, the FOO may give recommendations to add additional units or change the call type. They monitor calls to aid the on-scene commander with getting additional resources. They communicate daily with Battalion Chiefs to ensure there is proper staffing for each PBCFR station. The FOO also ensures emergency resources are relocated throughout PBC as needed to mitigate potential gaps in coverage.

## Radio Shop

The Radio Shop provides 24/7 on-call support for all radios and other wireless communications equipment to all PBCFR stations, including PBIA (Station 81), 30 additional municipal fire stations, the Communications Center, Tactical and Mobile Command Units, and the Health Care District of Palm Beach County's Trauma Hawk. Technical support is provided to surrounding counties and the nine other municipal fire rescue departments sharing interoperable emergency communications. The Communications Coordinator and five Electronics Technicians are responsible for:

- Nearly 2,000 radios
- Over 1,000 pagers
- Ten 800 MHz repeater sites
- Eight pager repeater sites
- Two VHF repeater sites
- Fire station alerting systems (Locution)
- Mobile Data Computers in vehicles
- Mobile Radio installation in all new vehicles



## Strategic Initiatives

This fiscal year, PBCFR established a dedicated Strategic Initiatives Division to oversee and coordinate all activities related to department accreditation and external evaluation processes. This new division is tasked with managing the agency's compliance and continuous improvement efforts across three key accrediting bodies: the Commission on Fire Accreditation International, the Insurance Services Office, and the Commission on Accreditation of Ambulance Services. By centralizing these responsibilities, PBCFR is enhancing the department's ability to support strategic planning, data-informed decision-making, and ultimately improve public safety outcomes.

# PLANNING & GIS - FINANCE

The Planning & GIS Section supply PBCFR leadership with critical insights through extraction and analysis of data collected from all areas of the Department. The Section facilitates data-driven decision-making and evaluation of service levels. Geographic Information System (GIS) are used to visualize, analyze, and understand patterns and relationships of extracted data with spatial context. GIS tools are also essential to maintaining the Computer Aided Dispatch (CAD) system's map and underlying data. Additionally, the Planning & GIS Section is responsible for designing and creating the department's Annual Report and 19 additional reports for each of the municipalities served. The reports highlight PBCFR's annual achievements, provide information about its services, statistics on emergency call volumes, call types, community outreach, and more.

Specific functions of the Planning & GIS Section:

- Plan optimal locations for future fire stations by analyzing service area coverage, historical call data, and anticipated community development to ensure response times meet the needs of a growing population
- Provide detailed data analysis for determining necessary fire station staffing
- Review and comment on the impact of land-use changes, development of regional impact, and annexations on fire rescue services
- Report routine descriptive statistics and data summaries upon request to departmental leadership, the 19 municipalities served by PBCFR and the 13 municipalities dispatched by PBCFR's Communications Center
- Provide cartographic services and spatial analysis for routine and special projects
- Implement improvements to the CAD map, routing functionality, and troubleshoot a variety of reported issues
- Maintain the CAD database, which includes: dispatch protocols/response plans, emergency service zones (ESZs), station order files, neighborhoods, gate codes, units, special address messages, common place names, road closures, pagers, and other notifications
- Conduct annual Community Risk Assessment



## Finance

The Finance Section strives for transparency and compliance with standard practices and policies while matching resources to PBCFR's rapidly changing needs and priorities.

The Finance Section is responsible for the following:

- Preparation, management, budget oversight, expenditures, and revenue collections as guided by federal, state, and county requirements in support of the operations of the department
- Procurement of goods and services through responsible use of department resources while complying with the Purchasing Department's requirements and the Office of Equal Business Opportunity
- Preparing specifications for agreements and contracts for direct services, special events, vehicle maintenance, fire inspections, municipal service agreements, agenda items, and hazardous materials incidents in collaboration with the County Attorney's Office
- Analyzes and reviews every element of an activation and/or deployment to assist the department in cost recovery



# ITS - HONOR GUARD AND PIPES & DRUMS

## Information Technology Services

Information Technology Services (ITS) delivers technology solutions that support PBCFR and its municipal partners. The division oversees critical functions including application development and assessment, 911 Computer Aided Dispatch (CAD) operations, web administration, network security, domain administration, mobile device management, and inventory control for more than 2,000 devices across the organization.



ITS is comprised of three specialized teams:

- **Infrastructure Team:** Manages the hardware that powers PBCFR operations, from cell phones to desktop computers and other essential devices.
- **Applications Team:** Oversees software systems to ensure seamless functionality, an optimized user experience, and responsive technical support for end-users throughout PBCFR.
- **CAD Team:** Ensures the reliable, always-online operation of the CAD system and its connected applications. The team supports 911 operations across the Communications Center and field responders, including county stations and units serving nine additional municipal fire rescue departments.



## Honor Guard and Pipes & Drums

PBCFR's Honor Guard is one of Florida's most active and visible Honor Guards, averaging over 60 yearly performances. The Honor Guard proudly represents the department with dignity, honor, integrity, and a deep sense of remembrance while preserving fire service traditions. Established in January 1986, the Honor Guard pays tribute to active-duty and retired firefighters who have passed, including those who have made the ultimate sacrifice in the line of duty locally, statewide, and nationally. In addition to funeral and memorial services, the Honor Guard participates in various community and departmental events, such as parades, station openings, recruit graduations, and promotional ceremonies.

The Honor Guard consists of two specialty units: The Flag and Honors detail carries, presents, and posts Colors, including U.S., state, and agency flags during ceremonies. They also stand watch during services and render honors at funeral and memorial services. The Pipes & Drums serve as the musical component of the Honor Guard, performing traditional bagpipe and drum music. Since their formation in late 2001, the Pipes & Drums have become one of the most recognized and beloved elements of the Honor Guard, accompanying the Flag Detail in nearly all events.



# CADETS & RESERVES

## Cadets

The PBCFR Cadet Battalion serves as a youth initiative to provide teenagers ages 14 to 18 with insight into career options within the fire service. While many participants aspire to become firefighters, pursuing that path is not a requirement to join the program. Cadets receive comprehensive training that emphasizes leadership development and the importance of serving and supporting others. The Cadet Battalion convenes every week to undergo training in both fire and EMS services. Additionally, these gatherings are used to strategize and prepare for active involvement in numerous community and charitable events year-round. Among the highlights of their activities is the annual Cadet Fest in November, where cadet programs throughout Florida are invited to train at the Chief Herman W. Brice Fire Rescue Complex. During the fall retreat held in Orange Springs, FL, the cadets participate in several opportunities to train alongside peers and professional firefighters from across the state. Each year culminates in the Winter Fire Games, a skills competition organized by the Florida Fire Chiefs' Association Cadet Section.



## Reserves

The PBCFR Reserve Battalion is dedicated to assisting the department's mission of saving lives and protecting property. Reserve Battalion members provide support by supplying supplemental personnel who are authorized to ride on PBCFR units and act as an "extra set of hands" on both engines and rescue units. The Battalion provides light and air support, firefighter rehabilitation, assistance at structure and brush fires, and support to fire investigators. Working closely with the Training Division, the Reserves provide aid during live fire training scenarios.

The PBCFR Reserve Battalion engages with the community by providing medical standby for public events, including parades, Veterans Day and Memorial Day ceremonies, and numerous others. The Reserves assist CRRD with smoke and CO detector installations and facilitation of the annual Marine Corps Toys for Tots Program. Many members of the Reserve Battalion progress to full-time firefighters with PBCFR.





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### **Palm Beach County Board of County Commissioners**

Sara Baxter, Mayor

Marci Woodward, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Joel G. Flores

Maria Sachs

Bobby Powell Jr.

### **County Administrator**

Joseph Abruzzo

### **Chief Deputy County Administrator**

Todd J. Bonlarron

### **Deputy County Administrator**

Tom Nadler

### **Palm Beach County Fire Rescue Administrator**

Patrick J. Kennedy

**INTEGRITY • UNITY • COMPASSION • ACCOUNTABILITY • DEDICATION**

**TOWN OF MANALAPAN  
AGENDA ITEM SUMMARY**

**Meeting Date:** May 12<sup>th</sup>, 2026

**Agenda Item No.:** CA - c

**Agenda Item Name:** Police Chief's Discretionary Fund Committee  
Appointments

**ACTION REQUESTED:** Discussion  Approval

**BACKGROUND:**

The Town Commission is asked to approve the appointment of two resident members to the Police Chief's Discretionary Fund Committee. The committee, which consists of three members - the Town Manager and one resident representative from each side of Town, is responsible for reviewing and approving or denying the Police Chief's requests to expend discretionary fund monies in accordance with the committee's guiding documents. The Town Manager recommends the appointment of Aileen Carlucci as the Ocean resident representative and Kristen Rosen as the Point of Manalapan resident representative to serve on this committee.

**ATTACHMENTS:**

- n/a



## **TOWN OF MANALAPAN AGENDA ITEM SUMMARY**

**Meeting Date:** May 12<sup>th</sup>, 2026

**Agenda Item No.:** CA - d

**Agenda Item Name:** Town Civil Service Board Appointments

**ACTION REQUESTED:** Discussion  Approval

### **BACKGROUND:**

The Town Commission is asked to approve the appointment of two members to the Town Civil Service Board, which currently has no members serving active terms. The Civil Service Board was established to provide a formal hearing process for town employees who have been terminated and wish to have their case heard. The Town Manager recommends Ken Ray to fill the town resident seat and Trey Nazzaro to fill the at-large seat; Mr. Nazzaro was selected for his legal background and his experience as Town Manager of the Town of Gulf Stream. Both appointments will serve two-year terms.

### **ATTACHMENT:**

- n/a



## TOWN OF MANALAPAN AGENDA ITEM SUMMARY

**Meeting Date:** May 12<sup>th</sup>, 2026  
**Agenda Item No.:** CA - e  
**Agenda Item Name:** PFAS Litigation Attorney Agreement

**ACTION REQUESTED:** Discussion  Approval

### **BACKGROUND:**

The Town Commission is asked to approve a contingency fee agreement with the Ferraro Law Firm to represent the Town in joining a class action lawsuit against 3M and DuPont related to PFOA contamination in the Town's water supply. Under the agreement, the Ferraro Law Firm will advance all litigation expenses on the Town's behalf, with contingency fees ranging from 15% to 19% of any gross recovery depending on the stage of litigation reached, and total fees and expenses capped at no more than 20% of any gross recovery. Importantly, there is no fee to the Town and no reimbursement of litigation expenses if there is no recovery, and no attorney fees shall be paid from public funds.

### **ATTACHMENT:**

- Agreement with Ferraro Law Firm

## **PFAS LITIGATION RETAINER AGREEMENT**

The Town of Manalapan, Florida ("Client") and The Ferraro Law Firm ("Law Firm"), hereby agree that the Law Firm shall serve as attorneys for Client to investigate and pursue civil remedies against parties, individuals and/or corporations for wrongs and injuries suffered by Client arising out of groundwater supply and soil contamination by Per- and Polyfluoroalkyl Substances ("PFAS") containing with any and all products including, but not limited to, Aqueous Film Forming Foam ("AFFF"), including the submission and processing of claims in currently pending class action lawsuit settlements.

The Law Firm has both the financial and legal resources to provide Client with the highest level of representation. The Law Firm is prepared to investigate PFAS contamination of groundwater and soil on behalf of Client upon the signing of this Retainer Agreement ("Agreement"). If upon the conclusion of the Law Firm's initial investigation it is determined there are actionable claims for PFAS contamination, the Law Firm shall bring suit on behalf of Client. The Law Firm is prepared to finance the entire litigation including all out-of-pocket expenses and disbursements and handle the lawsuit on a contingent fee basis. This guarantees that Client will not be responsible for any costs of this litigation whether the Law Firm is successful or not.

The purpose of this litigation is to seek reimbursement of the costs incurred and to be incurred to investigate and remediate soil, groundwater and surface water and design, construct and operate drinking water treatment systems arising out of contamination caused by the conduct of the defendants in this litigation. By way of example, the aim of this litigation is to seek reimbursement of costs including, but not limited to, those associated with potential soil and groundwater contamination at any fire training facilities or airports, and the installation and continued maintenance of filtration systems at Client's water treatment plant.

**1. CONTINGENCY FEE PERCENTAGE, COSTS, FEE/COST CAPS:** In consideration, Client agrees the gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. The agreed contingency fee percentage and fee/cost caps shall be determined by the stage of litigation, as set forth in the Schedule below:

- 15% upon execution of the Agreement. Total fees and expenses shall not exceed 16% of any gross recovery.
- 18% of any gross recovery obtained following disclosure of expert reports. Total fees and expenses shall not exceed 20% of any gross recovery.
- 19% of any gross recovery obtained following briefing of summary judgment or *Daubert* after expert discovery. Total fees and expenses shall not exceed 20% of any gross recovery.
- Total fees and expenses shall not exceed 20% of any gross recovery after jury selection begins.

Total fees and expenses shall not exceed twenty percent (20%) of the gross recovery. Client grants the Law Firm an interest in a fee based on the gross recovery. If a court awards attorneys' fees, the Law Firm shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **There is no fee if there is no recovery.**

The Law Firm agrees to advance all necessary litigation expenses necessary to prosecute these claims. The litigation expenses may include, but will not be limited to, court costs and filing fees, process serving fees, investigators' fees, product investigation and testing fees, trial related expenses, including but not limited to, audiovisual, court reporter, exhibits, expert witnesses, demonstrative aids, and computer research charges. **These Litigation expenses will only be incurred if they pertain directly to Client's claim. Additionally, there is no reimbursement of litigation expenses if there is no recovery.**

With respect to travel costs and travel-related expenses, the Law Firm agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous travel related costs and fees.

At the conclusion of the matter, Client will have the right to receive and approve a closing statement before a fee is deducted. The statement will list all of the financial details of the entire case, including the amount recovered, an itemized list of all expenses incurred, and a precise statement of the Law Firm's fees.

To be clear, the Law Firm shall not be paid nor receive reimbursement from public funds. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee. Client and the Law Firm agree to make a good faith effort to seek a monetary payment in any settlement that includes a non-monetary equitable remedy.

**2. FEDERAL MULTIDISTRICT LITIGATION:** The litigation authorized by this Agreement may become part of a Federal Multidistrict Litigation ("MDL") docket, on which one or more attorneys from the Law Firm currently serve on plaintiff management or executive committees, performing work that benefits multiple clients of the Law Firm, as well as clients of other attorneys involved in similar litigation. As a result, the court where a MDL is pending may order that one or more Law Firms is to receive additional compensation for time and effort which has benefitted all claimants in the MDL. Compensation for this work and effort, known as "common benefit work," may be awarded to the Law Firm and paid out of the MDL court's assessments against settlements, including settlements on behalf of Client and others who have filed claims that are pending in the MDL court. This common benefit compensation is separate and distinct from any fees or costs owed under this Agreement.

**3. CONTACT COUNSEL AND COMMUNICATION WITH CLIENT:** The Law Firm shall appoint a contact person to keep Client reasonably informed about the status of the matter in a manner deemed appropriate by Client. The identity of the contact person designated by the Law Firm may change over the course of the investigation and litigation to best match the contact person

with the stage of investigation and litigation and to best meet the needs of Client. Client at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation. Client, acting through its Town Attorney, shall be the ultimate decision maker on all matters relating to the investigation and/or litigation, including whether to file litigation and whether and what terms to settle such litigation. The Law Firm shall consult with and obtain the approval of Client, acting through its Town Attorney, concerning all important issues regarding the investigation, litigation, and any settlement, including but not limited to the complaint and all dispositive motions, selection of consultants, experts and other professional services, discovery, pre-trial proceedings, trial, and settlement offers, demands, or negotiations. The Law Firm shall consult with and obtain the approval of the Town Attorney, or the Town Attorney's designated alternate contact, prior to making or releasing any press release, news release, media release, press statement or public statements regarding Client's role in or position on this litigation or any matters related thereto.

**4. CLOSING STATEMENT:** Upon conclusion of this matter, the Law Firm shall provide Client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to Client and the method of its determination. The closing statement shall specify the matter in which the compensation was determined under the Agreement, any costs and expenses deducted by the Law Firm from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 4-1.5 (f)(5) of the Florida Rules of Professional Conduct. The closing statement shall be signed by Client and each attorney among whom the fee is being divided.

**5. ASSOCIATION WITH ADDITIONAL ASSOCIATE COUNSEL:** The Law Firm may retain additional associate counsel to assist with litigation pursuant to this Agreement. Any additional associate counsel selected by the Law Firm shall be subject to Client's approval. Client shall not be responsible for any additional costs or fees for any associate counsel, all of whom shall be compensated by Law Firm out of the contingency fee described in Section 1 of this Retainer Agreement.

**6. STATUTE OF LIMITATIONS:** I understand that the Statute of Limitations period for the case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

**7. RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter.

**8. INSURANCE:** During the performance of services under this Agreement, the Law Firm shall maintain the following insurance coverage. All insurance policies shall be written by an insurance company authorized to do business in the state of Florida. The Law Firm shall procure and maintain, for the life of this Agreement either Professional Liability Insurance or equivalent Errors and Omissions Insurance. This coverage is for damages arising out of the insured's negligence, mistakes or failure to take appropriate action in the performance of business or professional duties. This coverage shall be on an "Occurrence" basis, however, if the Law Firm's coverage is on a "Claims Made" basis, Client will accept such coverage as long as the Law Firm shall maintain a

“retroactive date” prior to or equal to the effective date of this Agreement. The Certificate of Insurance shall evidence whether the coverage is on an “Occurrence” or “Claims Made” basis, and if the coverage is on a “Claims Made” basis, the Certificate of Insurance must also evidence the “retroactive date” of coverage. The minimum limits of coverage shall be \$1,000,000 per occurrence with a deductible of no more than \$10,000. A Certificate of Insurance shall be forwarded by the Law Firm to the Town Attorney.

**9. LOCAL GOVERNMENT REQUIREMENTS:**

**I. Scrutinized Companies**

- A. Pursuant to Section 287.135, the Law Firm is ineligible to enter into, or renew, this Agreement if the Law Firm is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- B. By entering into this Agreement, the Law Firm certifies that the Law Firm is not on the Scrutinized Companies that Boycott Israel List, and that the Law Firm is not engaged in a boycott of Israel.
- C. The Law Firm shall notify Client if, at any time during the term of this Agreement, the Law Firm is placed on the Scrutinized Companies that Boycott Israel List, or that the Law Firm is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Law Firm to Client within ten (10) days of the date of such occurrence.
- D. In the event Client determines, using credible information available to the public, that the Law Firm has submitted a false certification or the Law Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, Client may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against the Law Firm, pursuant to Section 287.135, Florida Statutes. In addition, Client may pursue any and all other legal remedies against the Law Firm.
- E. The Law Firm shall not seek damages, fees, or costs against Client in the event Client terminates the Agreement pursuant to this provision.

**II. E-Verify**

By entering into this Agreement, the Law Firm becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021) and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is

terminated for a violation of the statute by the Law Firm, the Law Firm may not be awarded a public contract for a period of 1 year after the date of termination. Should the Law Firm violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by Client as a result of the termination of the Agreement.

III. Public Records

A. Client is a public agency subject to Chapter 119, Florida Statutes. This Agreement requires The Law Firm to provide services, and therefore the Law Firm shall comply with Section 119.0701, Florida Statutes. Specifically, the Law Firm shall:

- 1) Keep and maintain all public records related to the performance of the services.
- 2) Upon request from Client's custodian of public records, provide Client with a copy of the requested records, or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed that provided in chapter 119, Florida Statutes, or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement.
- 4) Upon completion or other termination of the Agreement, keep and maintain the public records required by Client to perform the services. The Law Firm shall meet all applicable requirements for retaining public records set out in Florida law.
- 5) In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to Client all records that were stored electronically by the Law Firm, upon request from Client's custodian of public records, in a format that is compatible with the information technology systems of Client.

B. The failure of the Law Firm to comply with the provisions set forth in this Article, or to comply with Client's request for records, shall constitute a default and breach of this Agreement, and Client shall, in its discretion, pursue any and all remedies against the Law Firm provided for under this Agreement or at law.

**IF THE LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ERIKA PETERSEN, BY PHONE AT (561) 383-2541, BY EMAIL AT EPETERSEN@MANALAPAN.ORG OR BY MAIL AT 600 S. OCEAN BLVD., MANALAPAN, FL 33462.**

I certify and acknowledge that I have had the opportunity to read this Agreement and have answered any questions pertaining thereto. I further state that I have voluntarily entered into this Agreement fully aware of the terms and conditions. This contract may be cancelled by written notification to the attorney at any time within 3 business days of the date the contract was signed, as shown below, and if cancelled the client shall not be obligated to pay any fees to the attorneys for the work performed during that time. If the Law Firm has advanced funds to others in representation of Client, the firm is entitled to be reimbursed for such amounts as the attorneys have reasonably advanced on behalf of the client.

SIGNED AND ACCEPTED ON THIS \_\_\_\_ day of May, 2026.

**TOWN OF MANALAPAN, FLORIDA**

By: \_\_\_\_\_

Name:

Position:

**THE FERRARO LAW FIRM, P.A.**

By: \_\_\_\_\_

Name: James Ferraro, Jr.

Position: Vice President



## TOWN OF MANALAPAN AGENDA ITEM SUMMARY

**Meeting Date:** May 12<sup>th</sup>, 2026

**Agenda Item No.:** CA - f

**Agenda Item Name:** PBA Contract

**ACTION REQUESTED:** Discussion  Approval

**BACKGROUND:**

The Town of Manalapan and the PBA have negotiated the terms of a new 3-year contract. The new contract goes into effect October 1, 2026.

**ATTACHMENT:**

- 2026 Collective Bargaining Agreement between the Town and the PBA

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWN OF MANALAPAN**



**AND**

**PALM BEACH COUNTY**

**POLICE BENEVOLENT ASSOCIATION**



**October 1, 2026 – September 30, 2029**

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**ARTICLE 1**

**PREAMBLE**

THIS AGREEMENT is entered into by and between the TOWN OF MANALAPAN, FLORIDA, located within the County of Palm Beach, State of Florida (hereinafter referred to as the “Town”), and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter referred to as the “PBA” or the “Association”), as the sole and exclusive bargaining representative of the employees within the certified bargaining units.

It is the purpose of this agreement to promote and maintain harmonious relations between the Town and the employees within the certified bargaining units; to provide for equitable and peaceful means of resolving grievances which may arise; and to establish fair wages, hours, terms and conditions of employment.

**ARTICLE 2**  
**RECOGNITION**

Section 1.

The Town recognizes the PBA as the sole and exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission, Certification 10E-132, with respect to the working conditions, rates of pay and other conditions of employment for those employees of the Police Department working within the certified unit, to-wit;

**INCLUDED:**

All sworn law enforcement personnel of the Town of Manalapan police department in the following classifications: police officer, detective, and police sergeant.

**EXCLUDED:**

All other employees of the Town of Manalapan, excluding specifically the chief of police and lieutenant.

Section 2.

The Town shall provide written notice and an opportunity to bargain with respect to the working conditions, rates of pay, and other conditions of employment for those within the aforesaid certified unit, as required by law to:

John Kazanjian, President  
Palm Beach County Police Benevolent Association  
2100 N. Florida Mango Road  
West Palm Beach, Florida 33409

### **ARTICLE 3**

#### **NON-DISCRIMINATION**

##### Section 1.

No bargaining unit member covered by this Agreement will be discriminated against by the Town because of membership in the PBA, or authorized activity as required in this Agreement on behalf of the PBA.

##### Section 2.

Both the Town and the PBA oppose discrimination on the basis of age, race, creed, color, national origin, sex, handicap/disability, marital status, sexual orientation, or religion. However, the Parties also recognize that the Town has established an internal procedure to investigate and resolve cases of alleged discrimination which is in addition to existing and adequate procedures established by Palm Beach County, the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination under this Article cannot be processed through the contractual grievance/arbitration procedure, but shall only be subject to the method(s) prescribed under applicable federal, state or local law.

## **ARTICLE 4**

### **DUES DEDUCTION**

The Town agrees to deduct the PBA dues of employees who individually and voluntarily certify, in writing, that they authorize such deductions in accordance with Section 447.303, Florida Statutes.

The PBA will indemnify, defend and hold the Town harmless against those claims made and suits initiated against the Town that are specifically and narrowly related to only any check-off of Union dues. The Union further agrees to pay those reasonable expenses of the Town (including, but not limited to, reasonable attorneys' fees and costs) in defending against such suits on this specific item only.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

#### **Section 1.**

The Town of Manalapan exclusively reserves and retains all rights, powers, prerogatives, and authority customarily exercised by management and held or exercised by the Town and Police Department prior to this certification of the PBA, except as limited by law or expressly modified by this Agreement.

#### **Section 2.**

The Town of Manalapan shall have the right, subject only to express restrictions in this Agreement, and subject to the PBA's right, if any, to impact bargaining, to exercise its own discretion unilaterally on all the following matters, whatever may be the effect on employment, when in its sole discretion it may determine it is advisable to do any or all the following:

1. To manage and administer the affairs of the Town generally.
2. To decide the purpose of each of its constituent agencies.
3. To set standards of service to be offered to the public.
4. To exercise control and discretion over its organization and operation.
5. To direct its employees.
6. To take disciplinary action and discharge employees for just cause as to both non-probationary and probationary promoted employees, and to take disciplinary action against and discharge with or without cause new probationary employees.

7. To relieve its non-probationary employees from duty because of lack of work and other legitimate reasons, to remove a promoted probationary employee from the position to which he was promoted. In the event a promoted probationary employee is removed for failure to satisfactorily perform job duties, he shall be returned to the position from which he was promoted (and this shall not be construed as a limitation upon or a waiver of the Town's right to discharge or discipline such a promoted probationary employee). The Town may likewise remove other promoted probationary employees, which may be necessary because of the return of this employee to their former position.
8. To relieve other probationary employees from duty for any reason.
9. To determine and revise work schedules as needed to meet operational requirements.
10. To maintain order and efficiency in its operations.
11. To determine and redetermine starting and quitting times, in which case the Town shall provide to the affected employees five (5) calendar days' notice in advance of any changes in such starting and quitting times, except that no such advance notice shall be required in cases of necessity of police operations as determined by the Chief of Police.
12. To determine and redetermine the number of hours to be worked, in which case the Town shall provide to the affected employees five (5) calendar days' notice in advance of any changes in such number of hours to be worked, except that no such advance notice shall be

required in cases of necessity of police operations and/or emergency as determined by the Chief of Police.

13. To require employees to submit to a medical and/or psychological examination by a physician or licensed psychologist designated by the Town when such examination or inquiry is shown to be job-related and consistent with business necessity. The Town must have clear justification before requiring a psychological examination with documented evidence of job-related performance concerns.
14. To promulgate rules and regulations for its employees not in conflict with the provisions of this Agreement.
15. To set the standards and procedures for application, testing, selection procedures, and appointment to positions in the Police Department.
16. To take disciplinary action against employees who violate any provisions of this contract, or any rules and regulations promulgated by the Town and Police Department not in conflict with the provisions of this Agreement.
17. To enforce and make amendments to the General Orders at any time, and to enforce the provisions in such General Orders against both probationary and non-probationary members of the bargaining unit, and to take disciplinary action against employees for failure to follow the provisions of such General Orders. However, the exercise of such rights by the Town shall not necessarily preclude employees or their representatives from raising grievances, should decisions on the above

matter set forth in this subsection have the practical consequence of violating the terms and conditions of this Agreement.

18. Under reasonable circumstances, to dismiss or otherwise relieve from duty employees who have contracted or developed some mental or physical ailment or defect which incapacitates them for duty in the Town service.
19. To require enhanced supervision of both probationary and non-probationary employees under reasonable circumstances.
20. To hire, retire, promote, demote, evaluate, compensate, transfer, assign, direct, layoff, recall, or reward employees.
21. To determine, re-determine, and direct the policies, mode, and methods of performing work of any sort.
22. To determine the qualifications for and to select its employees.
23. To determine the size and composition of its work force.
24. To assign overtime work and to select persons to perform such overtime work, subject to existing practices of equitable distribution of overtime opportunities.
25. To determine the number and types, and to control, regulate, or discontinue the use of vehicles, equipment, processes, materials, supplies, and other property, to be used, operated, or distributed.
26. To institute and establish new methods and procedures of training of unit employees, and to engage in such training methods and procedures.

27. Subject to any legal rights of incumbent employees to the contrary, to determine and redetermine job content, job descriptions, and all qualifications for job classifications.
28. To determine the amounts and types of work to be performed by employees.
29. To determine whether or not to what extent the work required in its operations shall be performed by employees covered by this Agreement.
30. To use managerial, supervisory, or other non-unit employees to perform work performed by employees of the unit.
31. To open new facilities, and to transfer its operations or any part thereof to such new facilities, and to transfer or assign employees to new facilities.
32. To subcontract all or any part of its functions, operations, or work.
33. Subject to any legal rights of incumbent employees to the contrary, to expand, reduce, alter, combine, transfer, assign, cease or create any job, job classification, department, or operation.
34. To introduce new, different, or improved methods, means, processes, maintenance, service, and operations.
35. To discontinue conduct of its mission or operations in whole or in part.
36. To take all actions necessary to ensure compliance with federal and state equal employment opportunity laws, including, but not limited to, Title VII of the Civil Rights Act of 1964 and the Americans with

Disabilities Act of 1990.

37. Except as specifically provided in this Agreement, to have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

## **ARTICLE 6**

### **PBA REPRESENTATION/UNION BUSINESS**

#### Section 1.

The Town shall recognize one (1) member of the bargaining unit as an authorized PBA representative. The PBA shall be permitted to designate one (1) additional PBA representative as an alternate.

#### Section 2.

The PBA shall furnish the Police Chief with a written designation of its authorized representative and alternate within ten (10) days of the date on which this Agreement is fully ratified and shall thereafter notify the Police Chief of any change in its authorized representative or alternate within ten (10) days of the date on which such change occurs.

#### Section 3.

The Town agrees to establish a PBA time pool bank to be used for PBA representatives to conduct Union business, as defined in this Article. PBA members covered by this Agreement shall donate two (2) hours of vacation or compensatory leave time each year to the PBA time pool bank. The PBA time pool bank shall be capped at a maximum of twenty (20) hours and hold a minimum of four (4) hours. When the time pool bank reaches four (4) hours or fewer, each officer shall donate two (2) hours to replenish the time pool bank. The initial deduction shall be made from each member's vacation leave during the first pay period in the month after ratification of this Agreement. In subsequent years, said deduction shall be made during the first week of January from each member's vacation time or, if then accrued, compensatory time, based upon a written directive from the member. All unused donated time will be carried over from year to year. Leave Time contributed to the

bank shall be paid out when used on a dollar-for-dollar basis at the rate of pay of the Union representative(s).

Charges against the PBA time pool under this Article shall be used for PBA advocacy regarding contract administration or negotiations, including grievances, collective bargaining or other concerns regarding wages, hours and terms and conditions of employment at the Town level and to attend PBA Board meetings and PBA training programs within Palm Beach and Broward County. Charges against the PBA time pool shall be documented by the use of a Leave Approval Form (vacation request form) to be completed for each separate request. The form shall have the approval signatures of the Chief of Police or his designee, and the Association President or his designee. The Chief of Police or his designee may approve or deny use of this leave based upon the operational needs of the Department, and proposed reason for leave. No PBA member covered by the Agreement shall donate greater than eighteen (18) hours of leave time pursuant to this Agreement. The above form must be submitted to the Chief or his designee a minimum of seventy-two (72) hours prior to the time the employee is requesting to use the time pool bank. Submission made with less than seventy-two (72) hours' notice may be granted at the discretion of the Chief or his designee. In emergency situations the approval of time pool use may be obtained through the appropriate supervisor. Time spent by any employee that is compensated by use of the PBA time pool is "hours worked" for the Town for purposes of calculating overtime under the Fair Labor Standards Act.

## **ARTICLE 7**

### **NO SOLICITATION AND USE OF BULLETIN BOARDS**

#### Section 1.

The PBA agrees that there shall be no solicitation of Town employees for membership in the PBA, signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of PBA or affiliated PBA literature or any other solicitation activity of the PBA during the working hours of any Town employee who is involved in the solicitation; provided, however, that this Section shall not be construed to prohibit communication of official PBA business to members prior to the beginning of the work shift and after the regularly scheduled work shift and during the bargaining unit member's meal period. This will also not preclude a member on duty from discussing a matter which arises on that shift with a representative for the PBA. Employees, or PBA representatives or any persons acting on their behalf are hereby prohibited from distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, police stations, fire stations, and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's meal break or in such areas not specifically devoted to the performance of the employee's official duties.

#### Section 2.

The Town, together with the PBA, shall determine the location and type of bulletin boards that may be used by the PBA at the Town facilities. The PBA may use the bulletin boards only for the purpose of posting official PBA business notices and related information. No item shall be placed on any PBA bulletin board without being initialed by the PBA

President or designee, and reviewed by the Town Manager or designee. All costs incidental to preparing and posting of PBA material will be borne by the PBA.

## **ARTICLE 8**

### **PROBATIONARY PERIOD**

The probationary period for all new employees shall be 365 days after: 1.) the successful completion of the Field Training Program of the Town or 2.) the commencement of full-time employment by the Town as a sworn law enforcement officer, or whichever is later. The first date of actual work as a full-time employee shall be considered to be their hire or service date for purposes of benefits under this Agreement. During the probationary period, an employee may be discharged for any reason. Upon the expiration of this time period, the Police Chief shall either approve or reject, in writing, retention of the employee. The probationary period may be extended up to sixty (60) days by mutual agreement or shortened up to sixty (60) days based on discretion of the Chief of Police.

An employee that does not successfully complete his or her probationary period shall have no right to utilize the civil service system of the Town or any other policy or procedure for any matter concerning a failure to successfully meet job performance standards during said period.

Although full-time employees will accumulate vacation time during their probationary period, they may not use any vacation time until they have completed six months of employment in the Department, unless authorized in writing by the Police Chief. Sick leave shall begin to accrue as of the first service date of the employee, but may not be used until the employee has been employed for at least three (3) months.

Part time employees are not entitled to any benefits under this Agreement. Time served as a part time employee is not counted towards accrual of any benefits under this Agreement.

**ARTICLE 9**

**CODE OF CONDUCT**

It shall be the duty of an employee to maintain high standards of cooperation, efficiency and integrity in his or her conduct and work performance with the Town in keeping with the Oath of Office; the laws of the United States, the State of Florida, and the Town of Manalapan; provision(s) of Departmental or Town Rule(s) or Regulation(s) and Standard Operating Procedure(s).

## **ARTICLE 10**

### **NO STRIKES AND LOCKOUTS**

Bargaining unit members covered by this Agreement and the Association, its officers, agents, and representative agree that they will not engage in any strike activities.

Bargaining unit members covered by this Agreement, the PBA or its officers, agents, or representative, agree that Section 447.505 of the Florida Public Employees Relations Act prohibits them individually or collectively from participating in a strike against the Town of Manalapan, the employer, by instigating or supporting in any manner a strike. The Union also agrees to undertake its best effort to prevent or terminate any Strike.

Any violation of this section shall subject the violators to the penalties as provided by Section 447.507 of the Act.

## **ARTICLE 11**

### **COMPLIANCE WITH RULES AND REGULATIONS**

The Town's Personnel Policy and the Town Police Department's General Orders, including any amendments thereto, are applicable to the bargaining unit members unless there is an express conflict between the Personnel Policy or General Orders as amended and this Agreement, in which case this Agreement shall control. The Union agrees that the Town has the right to amend and/or modify its rules and regulations to the extent the Town – in its sole discretion – deems it necessary for the operation of the Police Department.

It is agreed and understood that employees shall be provided with copies of any Policy, rule and regulation which are new and/or which replace, update and/or supersede the Town's or Department's present policies, rules and regulations.

Nothing in this Article shall be construed as a waiver of the PBA's right to bargain over mandatory subjects of bargaining prior to the implementation of such change(s), or to bargain over the impact of any rule change which has the practical effect of altering the bargaining unit members' terms and conditions of employment. Such a request for bargaining must be received within fourteen (14) days after written notification to the PBA by the Town of any such proposed change(s). Nothing in this Article shall be construed to be a waiver of the Town's management rights, as set forth in this Agreement.

## **ARTICLE 12**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

1.) Members of the bargaining unit will follow all lawful and reasonable written and verbal orders given by superiors, even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein. The following rule applies to all employees: Obey first, grieve later.

2.) A grievance is defined exclusively as a dispute involving the interpretation or application of this Agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. The Union is under no obligation to process a grievance for an employee who is not a member of the Union; therefore, nonmembers of the Union who are covered by this Agreement shall be responsible for filing their own grievances. The Town need not entertain or process under this Article any dispute, or other matter not meeting this definition.

3.) Grievances pertaining to more than one bargaining unit member may be filed by the Union on behalf of all affected members.

Step 1: The Union shall present the grievance, in writing and dated, to the Police Chief, within seven (7) calendar days after knowledge of the act or omission that gave rise to the grievance. The Police Chief or his or her designee shall, within seven (7) calendar days of receipt of the written grievance, conduct a meeting with the Union. The Police Chief shall notify the Union in writing of the decision not later than 7 calendar days following the meeting date.

Step 2: If the grievance is not fully resolved at Step 1, the Union, within seven (7) calendar days of receipt of the answer provided in Step 1, may forward a copy of the original written grievance to the Town Manager with a separate cover letter stating that the grievance is being advanced to Step 2. The Town Manager may, but need not, hold a meeting with the Union regarding the grievance. The Town Manager shall notify the grievant and the Union of the Town Manager's decision within seven (7) calendar days following receipt by the Town Manager of the grievance. The decision of the Town Manager shall be determinative of the grievance (and such decision is final and binding under the terms of this Agreement, unless modified by a decision on an arbitrable grievance made in compliance with the following arbitration procedure).

4.) If the grievance is arbitrable, and is not resolved by the foregoing grievance procedure, the Union, within seven (7) calendar days after the Town Manager's decision in Step 2, may provide the Town Manager a written notice of its desire to submit the matter to arbitration; said written notice to include a written statement of the position of the Union with respect to the unresolved grievance.

5.) Within seven (7) calendar days from receipt of the written notice immediately above, the Parties shall confer to select an arbitrator. In the event the Parties fail to agree on an arbitrator, both parties shall, within seven (7) calendar days, jointly request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service. The Union and then the Town will alternately strike one name at a time from the list as not acceptable until only one remains and this person will be the arbitrator. The Town and the Union will alternate in the right to first strike arbitrators; the initial first strike being determined by a coin toss.

6.) As promptly as possible after the arbitrator has been selected, he or she shall conduct a hearing between the Parties and consider the grievance. The decision of the arbitrator will be served upon the Town and the Union in writing. It shall be the obligation of the arbitrator to rule within thirty (30) calendar days after the close of the hearing. The failure of the arbitrator to issue a timely ruling shall not divest the arbitrator of jurisdiction to issue an award. The expense of the arbitration, including, but not limited to, the fee and expenses of the arbitrator and the cost of a court reporter (if used instead of the digital recording below, or in subsequent arbitrations, if needed as a result of a failure of that system) shall be split equally between the Parties. In the discretion of the Union, the parties may use the Easy Digital Meeting Recorder or a similar digital conference recorder operated by personnel provided by the Union to record sessions as an acceptable method of recording the proceedings at no cost to the Town, so long as a certified court reporter may provide the arbitrator and parties with a certified transcript of the proceedings based on that digital recording at the request of either party or the arbitrator within 30 days of the conclusion of the hearing. Each Party shall be exclusively responsible for compensating its own representatives and witnesses.

7.) The power and authority of the arbitrator shall be strictly limited to an interpretation of the express terms of this Agreement. He or she shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this Agreement to the Town or the Union or the employees, or to establish or change any wages or rate of pay in this Agreement. The decision of the arbitrator shall be limited to upholding the grievance, or denying the grievance, and the arbitrator shall not have the

authority or right to modify the decision of the Town and, if applicable, the arbitrator may award restoration of any benefits if the grievance concerns an issue of denial of benefits.

8.) No decision of any arbitrator or of the Town in one case shall create a basis for retroactive adjustment in any other case.

9.) The parties intend that a “make whole” remedy be awarded as to a benefits or grievance over denial of a right under this Agreement, if applicable. All claims for back wages shall be limited to the amount of wages including lost overtime, that the employee otherwise would have earned from the Town. In settlement or other resolution of any grievance resulting in retroactive adjustment including back wages, such adjustment shall be limited to a maximum of seven (7) calendar days prior to the date of the filing of the grievance at Step 1.

10.) The decision of the arbitrator shall be final and binding on both Parties, and the grievance shall be considered permanently resolved, subject to any post-award judicial relief available to either Party under Florida law.

11.) It is agreed, with respect to this grievance and arbitration procedure, that:

a) Any grievance, in order to be processed, must be submitted in writing at Step 1 as noted above and contain all of the following: a statement of the grievance and facts upon which it is based; each specific Article and subsection of this Agreement claimed to have been violated, and the remedy or correction requested. Grievances will be resolved at all later stages based on this statement of the grievance.

b) A grievance which is for any reason not advanced to Step 2 or to arbitration within the time limits prescribed herein for such advancement shall be barred. Failure on the

part of the Town to respond within the time limit set forth at any step shall be deemed a denial, and require the Union to proceed to the next step.

c) A time limit at any stage of the grievance procedure may be extended by written and countersigned mutual Agreement of the Union and the Town Manager, including by reciprocal emails agreeing to an extension. No extension of time shall be inferred by any conduct or verbal exchange between the Parties.

d) Any grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after submission to Step 1 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Union claims that a grievance affects the entire unit it may describe the unit generally.

e) Grievances and appeals of denials of a grievance may be delivered to a designated Town official by hand delivery, email to the Chief of Police and to the Clerk of the Town, or facsimile delivery during the hours of 8:00 am until 4:00 p.m., Monday through Friday. Where the last day for such presentation falls on a Saturday, a Sunday or a holiday expressly recognized as such under this Agreement, presentation shall be considered timely if made on the next business day following such Saturday, Sunday or holiday.

## ARTICLE 13

### VACATION

Bargaining unit members begin to accrue vacation upon employment and are eligible to take vacation after successfully completing six (6) months of employment.

Vacation accrual is calculated based upon paid hourly earnings up to a maximum of eighty-four (84) hours bi-weekly. Pro-rated accruals are calculated for less than eighty-four (84) hours. A maximum of 400 hours can be carried over on September 30<sup>th</sup> of each year. Accrual time will be adjusted to reflect the length of any authorized unpaid leave of absence defined as time off not paid through the Town of Manalapan payroll.

Vacation pay is calculated based on the employee's regular rate of pay in effect when vacation benefits are used. Vacation granted may not exceed the total amount accrued to an employee at the start of the bi-weekly pay period.

Employee vacation selections shall be prioritized based on the employee's seniority. Requests will be evaluated based upon various factors, including anticipated operating and staffing requirements which shall be submitted within seven (7) days or more prior to their leave request date.

<b>Years of Service</b>	<b>Maximum Hours Earned Per Pay Period</b>	<b>Hours Per Year</b>
0 through 5	4.615	120
6 through 10	6.923	180
11 and over	9.230	240

## **ARTICLE 14**

### **SICK LEAVE**

Paid sick leave benefits are provided for all regular full-time bargaining unit members for periods of temporary absence due to illness or non-job-related injuries. Accrued sick leave may also be used to supplement a bargaining unit member's pay up to his or her full-time regular base pay compensation if that employee is receiving worker's compensation benefits and unable to work due to an on-the-job injury. Further, Sick leave may also be used to attend doctor and dentist appointments or to care for an ill family member who resides in the employee's household. Employees are eligible for sick leave benefits upon completion of ninety (90) days of employment. Sick leave will accrue from the date of employment up to a maximum of 104 hours annually. Sick leave accrues for all pay status hours, including while on vacation, comp time, and/or sick leave. Pro-rated accruals are calculated for less than eighty-four (84) hours. Employees may accumulate sick leave indefinitely, but all accumulated sick leave will be forfeited upon termination of employment, except as provided herein.

Employees who are unable to report to work due to an illness or a non-job-related injury must notify the communications center one (1) hour or more prior to the scheduled start of their workday. The supervisor should be contacted each additional day of absence. Before returning to work from a sick leave of more than two (2) days, upon request an employee must provide a physician's verification that he or she may return to work and stating any limitations, which need to be accommodated. Employees requesting over twelve (12) days of sick leave must advise their department head or Town Manager of the need for such additional leave and the expected date of return to duty. Employees who have used

all accumulated sick leave and are still unable to return to work, may use accrued vacation leave and accrued compensatory time. Bargaining unit members may participate in the Town's contributed sick leave bank in accordance with Town policy on the same basis as other Town employees.

If an employee has 250 or more hours in his/her sick bank, he/she may cash in up to eighty-four (84) hours of banked time; 1.) in December of each year, or 2.) at termination of their employment.

Employees may donate their own accrued sick leave time to other employees, in their discretion, as long as an employee maintains at minimum 168 hours accrued in their bank.

Upon an employee terminating their employment with the Town in good standing, they shall be able to cash in accrued sick time according to the table below. The maximum accrual of sick time is 750 hours total.

<b>Years Completed</b>	<b>Pay-out Percentage of Banked Time</b>
5 to 12 years	25%
12+ years	50%

## **ARTICLE 15**

### **LEAVE WITHOUT PAY**

#### Section 1.

Based on the Town's current number of employees, no bargaining unit members are eligible for leave under the Family and Medical Leave Act (FMLA).

#### Section 2.

After 365 calendar days of employment, employees are eligible to request leave without pay. All employee requests for unpaid leave must be in writing to the Town Manager, and such requests shall include an explanation of the reason(s) for the leave. Such requests must be made at least thirty (30) days in advance of foreseeable events or as soon as possible for unforeseeable events. A healthcare provider's statement must be submitted verifying the need for leave related to medical problems and its requested beginning and expected ending dates. The Town will consider all such leave requests, in light of any undue operational hardship, but the grant of such leave is in the Town's sole discretion.

#### Section 3.

Employees will be required to first use any accrued paid leave time before taking any leave without pay. Employees may apply for Short Term Disability payments from insurance carried by the Town during Leave Without Pay. Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave without pay and will resume upon the employee's return to active employment.

Section 4.

Prior to a return to work from leave without pay taken as the result of the employee's own illness or injury, the Town will require an employee to obtain a physician's note releasing the employee to work, and may, in its discretion, require the employee to submit to and obtain a fitness for duty evaluation. The cost, if any, of the physician's note is borne by the employee, and the cost of any Town directed fitness for duty evaluation will be paid by the Town.

## **ARTICLE 16**

### **HOLIDAYS/PERSONAL DAYS**

#### **Section 1.**

The Town recognizes the following thirteen (13) paid holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day. When a holiday falls on a member's day off, they shall receive eight (8) hours of holiday time pay.

Employees shall also be entitled to twenty-four (24) personal leave hours each fiscal year. These personal leave hours shall be scheduled days off, with pay, as approved by the Chief of Police or his designee. Personal days will be prorated based on hire dates (24 hours if hired from 10/01-12/31, 16 hours if hired from 01/01-03/31, 8 hours if hired from 04/01-06/30, employees starting work 07/01-09/30 shall receive no personal holidays for that fiscal year). On October 1<sup>st</sup> of each year 24 hours will be added to each employee's personal leave bank. All unused personal leave bank will be forfeited at the end of the fiscal year.

#### **Section 2.**

The total amount of holiday time that can be earned for each year is 104 hours. After the start of each Fiscal Year every October 1<sup>st</sup>, the dates of a declared holiday selected by the employee may be activated in advance, but subject to the approval of the Police Chief or their authorized designee, on any regular scheduled work-day during the contract period.

The selection by the employee must be made no later than seven (7) days prior to the date(s) selected. All holiday hours earned by the member will be paid holiday time hours in the pay period they fall into. If an employee works on a holiday they will be compensated at a rate of one and one half (1.5) times the bargaining unit member's regular rate of pay for all hours worked on the holiday.

If the Town chooses to add another holiday during the fiscal year the bargaining unit member will be paid based on Article 16.

Section 3.

Pay under this Article is calculated based on the employee's straight time rate for eight-hour (8) days. Paid time off for holidays or personal days will be counted as hours worked for the purpose of determining overtime. Hours actually worked on a holiday, if any, count as hours worked in the pay period when calculating eligibility for overtime.

**ARTICLE 17**

**COURT APPEARANCES AND CALL BACKS**

Section 1.

Court appearances required of bargaining unit members which arise out of the member’s performance of his or her other duties and responsibilities for the Town, and which occur outside of that bargaining unit member’s regular shift, shall be treated as time worked, with a minimum of three (3) hours at a rate of one and one half (1.5) times the bargaining unit member’s regular rate of pay for appearances in court, meetings, training outside of the normal work schedule, or any other type of call-out not listed. Callback hours will not be considered 30 minutes prior to or at the end of a shift.

For the purposes of this article and subsection, each additional court appearance separated from the employee’s previous court appearance by a period of more than 120-minutes qualifies for compensation as described above. The 120-minute time period is calculated from the time the employee is released by the court until the time stated on the next subsequent subpoena. If the time between the court appearances is less than 120 minutes, then the employee will be compensated for that period as continuous time.

Section 2.

Bargaining unit members who have left the workplace and are ordered or otherwise directed to return to work shall be paid for all hours worked at straight time or overtime rates as applicable.

Section 3.

All Bargaining Unit Members shall receive \$150 per month as call back pay when they are in an “on call” status.

## **ARTICLE 18**

### **ASSIGNMENT PAY**

#### Section 1.

Bargaining unit members who receive a special assignment from the Chief of Police, in writing as Evidence Custodians or Marine Officers, shall be paid an additional \$1.00 per hour for the special assignment, up to eighty-four (84) hours in a pay period. Specifically, Police Officers assigned to the Evidence Custodian assignment are paid an additional \$1.00 per hour, whether or not duties relate to the assignment, up to eighty-four (84) hours in a pay period for the duration of their assignment classification. The Marine Officers will be paid for only those hours worked while performing marine functions.

Field Training Officers and Sergeants are paid an additional \$2.50 per hour to base pay for each hour spent with a Trainee Officer performing FTO duties.

An Officer assigned and designated as a Detective will receive assignment pay of 5% above that bargaining unit member's base rate of pay for the duration of their assignment classification.

The Chief of Police shall make decisions as to assignments, if any, in his sole discretion.

#### Section 2.

A police officer who is formally reassigned in writing for a period of three (3) shifts or more as an acting Sergeant or Detective and who is required to temporarily accept responsibility and carry out the duties of a Sergeant shall be paid 5% percent above the individual's present base rate for that position while so engaged for the duration of their assignment classification.

Any Sergeant assigned and designated as a Detective Sergeant will receive assignment pay of 3% above that bargaining unit member's base rate of pay for the duration of their assignment classification.

## **ARTICLE 19**

### **PERSONNEL RECORDS**

Each bargaining unit member covered by this Agreement, or legal representative so designated by the bargaining unit member, shall have the right to inspect his/her official files. Such inspection shall take place at reasonable times and at the location where the official personnel file is kept. The bargaining unit member shall have the right to receive a duplicate copy of any item placed in his/her official files at no cost to the member. This Article will not be subject to the Grievance Procedure in this Agreement. Each member may obtain one copy of his/her complete personnel file at the regular charges used by the Town for public records requests. The bargaining unit member shall have the right to include in his or her personnel file/ record, written refutation (including written statements) of any material he or she considers derogatory.

## **ARTICLE 20**

### **HEALTH INSURANCE**

Bargaining unit members shall receive medical, dental and vision insurance coverage, with benefits, deductibles, co-payments and Town contributions to the cost of such insurance, at rates not less than the Town provides to all other Town employees.

## **ARTICLE 21**

### **UNIFORMS AND MAINTENANCE ALLOWANCE**

#### Section 1.

The Town shall furnish uniforms to all bargaining unit members who are required to wear such uniforms in the performance of their duties and agrees to replace such uniforms when they are no longer serviceable.

#### Section 2.

At hiring, the Town shall provide a bullet proof vest to each law enforcement employee, at no initial expense to the officer. If the employee terminates his/her employment, during the first five (5) years of employment, then the cost of this bullet proof vest will be pro-rated by months over sixty (60) months based on the employee's tenure, and the employee must reimburse the Town for the balance still owed for this vest. At termination, the employee may take this vest as his/her personal property. This bullet proof vest shall be worn by the Town's police officers at all times while on duty.

#### Section 3.

During the term of this Agreement, the Town shall provide sworn member's dry-cleaning service for a sworn bargaining unit member's uniform. In addition, the Town shall provide to eligible employees who have been employed by the Town for more than six (6) months, based upon submission to the Town of a paid receipt up to \$200.00 dollars for footwear reimbursement annually.

Section 4.

Costs for repair or replacement of watches, eyeglasses, sunglasses, contact lenses, or other authorized personal property damaged or destroyed due to activities of the employee while in the course and scope of duty will be reimbursed by the Town at a cost not to exceed \$200.00 dollars per item. Damaged cell phones will be reimbursed at a cost not to exceed \$400.00 dollars per item.

The bargaining unit member making the request for replacement of (or reimbursement for) damaged authorized personal property must provide the Chief of Police with a detailed report describing the incident which caused the damage. The bargaining unit member must also provide the Chief of Police with a paid receipt reflecting the cost of the repair or replacement of the authorized personal property.

## **ARTICLE 22**

### **SENIORITY**

#### Section 1.

Seniority, as used herein, is defined as the right accruing to bargaining unit members through continuous time in grade and classification, while employed on a full-time basis by the Town, which entitles them to certain considerations and preferences as provided for in this Agreement.

#### Section 2.

If two (2) or more bargaining unit members have the same classification date, for purposes of breaking a tie, seniority will be determined by the date and time the members' full-time employment began with the Town.

#### Section 3.

Seniority will be considered in the following matters:

1. Use and selection of Vacation Time for each calendar year shall be governed by seniority as set forth in Article 13, Vacation, provided it is consistent with this Agreement and any Department policy.
2. Seniority shall govern shift bids on an annual basis, as set forth in Article 25; hours of work, overtime, and off-duty details. Officers indicating interest in an advertised off-duty detail, shall be selected from the off-duty wheel.
3. Layoffs shall be made in the reverse order of seniority.
4. Employees shall be called back from layoff according to seniority for up to four (4) years provided they have maintained their FDLE minimum training requirements.

Section 4.

The Parties recognize that for reasons of operational necessity, seniority may not be the only factor involved. If seniority does not govern, the reasons will be provided to the affected employee when requested by said employee.

## ARTICLE 23

### RETIREMENT

The Parties agree that the retirement plans in place for all Town employees shall be applicable to the bargaining unit employees as well.

The Town has created the Town of Manalapan General Employees' and Police Officers' Retirement Fund (the "Fund"), and bargaining unit members are included in this defined benefit program. The Fund has benefits as provided in the Town of Manalapan Code of Ordinances which governs the Fund. The Fund is referenced in Title III, Chapter 31, Section 31.17, Town of Manalapan Code. The said retirement plan shall be subject to and governed by all applicable provisions of the Town's existing rules and regulations and all applicable provisions of law.

Upon completion of an employee's probationary period, the Town shall match, up to the amount set forth below of employee contributions made per contract year, in any established 457 plan or 401A plan, established by the Town.

<b>Tenure as a full-time employee</b>	<b>Town 457 Maximum Match</b>
1 to 5 years	\$5,000.00
6 to 10 years	\$7,500.00
11 years +	\$10,000.00

Upon retirement and retirees in good standing with at least eight (8) years of honorable service to the Town, an employee shall receive a retirement badge, retirement photographic identification card and their duty firearm.

Upon a Police Employee meeting the requirements set forth in the Town's Pension Plan Ordinance under section 31, subsection (H) (a) & (b), the member may continue to remain employed and enter into the Deferred Retirement Option Plan (known as the DROP Plan) for an additional five (5) years.

Members who are full-time employees with the town for a period of eight (8) years or more, are considered "Vested". Each vested year is a 3% multiplier tallied at the completion of said employment. Example: an employee works twelve (12) full years and terminates service. They are entitled to 12 years of service times 3% per year multiplier equals 36%.  
(12 yrs x 3% = 36%)

Determining finalized salary calculations for the purposes of pension payout for a retired employee shall be the average of the employee's highest five (5) years of service/employment and include paid 104 holiday hours, any used vacation time, any used sick time, and any used personal days.

The Town agrees that, upon ratification of this agreement, it will update Manalapan Pension Ordinance 31 to incorporate all changes stipulated and agreed upon within this collective bargaining agreement. This amendment shall be completed within 120 days of the date of signing. During the duration of the contract, if an ordinance change to the pension occurs where an employee benefits, the police contract will be amended.

## **ARTICLE 24**

### **TUITION REIMBURSEMENT**

Bargaining unit members shall receive educational incentive pay, per calendar year, per the Town of Manalapan Employee Handbook.

## **ARTICLE 25**

### **HOURS OF WORK AND OVERTIME**

1. Shift work is defined as seven (7) 12-hour shifts in a fourteen (14) day work cycle. The 14-day cycle shall consist generally of two (2) days on, followed by two (2) days off, followed by three (3) days on, followed by two (2) days off, followed by two (2) days on, and followed by three (3) days off. Day shifts are defined as 0600 hours until 1800 hours. Night shifts are defined as 1800 hours until 0600 hours.

2. Shift assignments. Police Officers will bid for shift assignments based upon seniority annually. After the one-year (1) alternate period, the officers again will bid for shift assignments based on seniority. Specialty Assignment positions related to work hours are at the discretion of the Chief of Police.

Sergeants will bid for shift assignments based upon seniority on an annual basis. Every 3 months, Sergeants will rotate by switching from their current shift assignment (day shift to night shift or vice versa) and may be assigned to shifts with hours that are different from the day shift/night shift identified above, at the discretion of the Chief of Police or designee. Employees who are assigned to regularly work the night shift, will receive the night shift differential identified below.

3. In the event of a vacancy between shift assignments, the filling of that vacancy shall be based on operational needs as determined by the Police Chief.

4. All employees are required to be present at and on their assigned jobs for the total hours in the work shift unless absence from duty is authorized by the appropriate authority. All absences shall be properly recorded and charged.

5. Employees may be required to work extra duty in addition to regularly scheduled hours. Conditions that warrant utilization of extra duty assignments shall include, but are not limited to, emergency call back and short manning.

6. Overtime hours and overtime compensation shall be defined, calculated and implemented as prescribed by the Fair Labor Standards Act and the United States Department of Labor. The Town will treat unit employees under Section 7(k) of the Fair Labor Standards Act, except the Town will compensate non-exempt unit employees at one and one half (1.5) times the regular rate of pay for hours worked in excess of eighty-four (84) in a fourteen (14) day work cycle.

7. All hours worked by employees, and all straight time compensation and overtime compensation will be recorded, calculated and paid on the basis of actual hours worked in pay periods and work periods. Any leave time used with the exception of unscheduled sick time, shall be considered as time actually worked and shall constitute hours worked under the Fair Labor Standards Act for the purpose of calculating overtime. All record keeping shall be in accordance with the requirements of the Fair Labor Standards Act. The manner of record keeping shall be at the Town's discretion.

8. All overtime hours shall be paid at one and one half (1.5) times the regular rate of pay or, with the approval of the Chief of Police or designee, through compensatory time at the same rate of one and one half (1.5) of Comp Time for each hour of overtime worked. No more than 60 hours of Comp Time may be accrued at the end of each fiscal year. Accrued and unused Comp Time will be paid out upon separation from the Town. Requests for the use of earned compensatory time may be granted if a member requests to use compensatory time at least seven (7) calendar days in advance.

9. Utilization of overtime, assignment of overtime and selection of personnel to work overtime shall be for both scheduled and non-scheduled work and shall be done at the discretion of the Chief of Police or designee.

10. Employees shall be provided with no less than 4 hours' notice if they are ordered to return to work. The preceding 4-hour notice does not apply to the scheduled on-call member(s) for the month.

11. Hours of work for any employee shall not exceed 18 consecutive hours.

12. All Members who are regularly assigned to work night shifts will receive an additional \$2.00 per hour supplement in addition to their base rate of pay for those hours worked. Such differential pay shall be computed in those members' paid leave and overtime rates. Regular night shift is defined as any hours worked during a shift starting at 1800 hours and ending at 0600 hours.

13. Details at private establishments will be offered at seventy-five (\$75.00), dollars per hour with a four-hour (4 hour) minimum. Hours worked on private details are not hours worked for overtime purposes. Officers may check out a Town patrol car for use on the detail, according to Town protocol.

## **ARTICLE 26**

### **TRANSFERS AND SHIFT EXCHANGES**

#### Section 1.

It shall be the right of the Town to transfer bargaining unit members for operational necessity. Except if there is an unexpected event which occurs, if a transfer is a permanent change in the bargaining unit member's assignment, shift, or days off (except in the Departments or assignments excepted herein), seven (7) working days' notice will be provided prior to the transfer. This provision may be waived by mutual agreement of the Parties.

#### Section 2.

Bargaining unit members who are involuntarily transferred to another assignment will retain and carry with them any approved vacation time. Involuntarily transferred bargaining unit members shall be entitled to use such time as previously scheduled.

#### Section 3.

Bargaining unit members within the same rank and assignment may exchange individual shifts within the same fourteen (14) day work period with the prior written approval of the Chief of Police, or his designee. All requests must be made in writing at least seven (7) days prior to the date on which the first shift is to be exchanged, must indicate the reasons for the request, when the shifts will be worked and paid back and must be approved in writing twelve (12) hours prior to the start time of the shift to be exchanged. The bargaining unit member who would work the first of the two shifts is responsible for getting the prior written approval. Both the bargaining unit members who agree to work a shift for another bargaining unit member and the exchanging member will be held accountable for non-

attendance. An employee shall not work for two (2) full consecutive shifts as a result of a shift exchange.

## **ARTICLE 27**

### **TRAINING**

#### Section 1.

In service training generally shall be conducted regularly, and attendance is mandatory. The training may be cancelled for the month with reasonable notice.

#### Section 2.

The Town will provide one (1) week's advance notice for any training scheduled for weekends.

#### Section 3.

Any training beyond Miami-Dade, Broward, Martin, St. Lucie, and Palm Beach County will allow for an overnight stay paid for by the Town. When training in Miami-Dade County involves a two-day class, the night between the training days will allow for an overnight stay paid for by the Town, which encompasses a “per-diem” rate for Breakfast, Lunch, and Dinner, at the rate described by Town policy. Unless otherwise provided by training host or hotel.

#### Section 4.

Meal Allowances shall be provided for any training outside of Palm Beach County for any departmental approved training or course work scheduled for six (6) hours or more in a one (1) day period. Unless otherwise provided by training host.

#### Section 5.

For any travel required for training outside of Palm Beach County, members will be paid for their travel time as calculated by **Google Maps, Waze, or Apple Maps.**

## **ARTICLE 28**

### **WAGES**

For Fiscal Year 2026-2027, employees will be slotted in the pay scale according to the pay scale on the table below on their Anniversary date with a minimum of, “Meets Expectations” on their Annual Evaluation per the Town of Manalapan’s Employee Handbook.

For the following next two (2) years the employee will then move to the next step in the Step Plan on the following Anniversary Date with a satisfactory Annual Evaluation.

## Manalapan Police Officer Step Plan

### Eight (8) Year Step Plan – Officers Effective 10/01/2026 through 9/30/2028

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$82,390.00	\$86,715.00	\$91,268.00	\$96,060.00	\$101,103.00	\$106,411.00	\$111,997.00	\$117,877.00

The salary increase will take effect on the Officers' anniversary date. Tenure Time as of 10/01/2026.

- 1. Officer Jackowitz - \$104,220.00 – 19 Years**
  - Slot – Step 7 - \$111,997.00 raise - \$7,777.00 (7.46%)
- 2. Officer Hadley - \$82,194.00 – start 03/23 - 3 Years 7 months**
  - Slot – Step 2 - \$86,715.00 raise \$4,521.00 (5.50%)
  - Detective 5% Increase – \$91,050.75
- 3. Officer Cardarelli - \$82,194.00 – start 06/23 – 3 Years 4 months**
  - Slot – Step 2 - \$86,715.00 raise \$4,521.00 (5.50%)
- 4. Officer DeFilippis - \$80,237.00 – start 10/23 – 3 Years**
  - Slot – Step 2 - \$86,715.00 raise \$6,478.00 (8.07%)
- 5. Officer Collura - \$78,280.00 – start 07/25 – 1 Year 3 months**
  - Slot – Step 1 - \$82,390.00 raise \$4,110.00 (5.25%)
- 6. Officer Sellitti - \$78,280.00 – start 10/25 – 1 Year**
  - Slot – Step 1 - \$82,390.00 raise \$4,110.00 (5.25%)
- 7. Officer Temperato - \$78,280.00 – start 11/25 – 0 Years 11 months**
  - Slot – Step 1 - \$82,390.00 raise \$4,110.00 (5.25%)
- 8. Officer Spirn - \$78,280.00 – start 02/26 - 0 Years 8 months**
  - Slot – Step 1 - \$82,390.00 raise \$4,110.00 (5.25%)

### Eight (8) Year Step Plan – Officers. Effective 10/01/2028 through 9/30/2029 – Third Year of the Contract.

Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$86,715.00	\$91,268.00	\$96,060.00	\$101,103.00	\$106,411.00	\$111,997.00	\$117,877.00	\$124,066.00

## Manalapan Police Sergeant Step Plan

### **Eight (8) Year Step Plan – Sergeants**

Effective 10/01/2026 through 9/30/2029

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$110,000	\$115,775	\$121,853	\$128,250	\$134,984	\$142,070	\$149,529	\$157,379

The salary increase will take effect on the Officers' anniversary date. Tenure Time as of 10/01/2026.

#### **Sergeant Merritt – \$112,315.20 – 7 Years**

- Slot – Step 3 - \$121,853 - \$9,537.80 (8.49%)

#### **Sergeant Jabcuga – \$102,313.00 – 11 Months**

- Slot – Step 1 - \$110,000 - \$7,687 (7.51%)

#### **Sergeant Monahan – \$102,313.00 – 1 Year 5 Months**

- Slot – Step 1 - \$110,000 - \$7,687 (7.51%)

#### **Sergeant Turnof – \$102,313.00 – 1 Year 2 Months**

- Slot – Step 1 - \$110,000 - \$7,687 (7.51%)

## **ARTICLE 29**

### **ASSIGNED VEHICLE PROGRAM**

The Town has implemented an Assigned Vehicle Program for eligible bargaining unit members as outlined in General Order 22.02.

Employees not assigned a vehicle will receive a gas allowance of \$200.00 dollars per month, paid in twelve (12) equal monthly installments in the final pay period of each month during the fiscal year ending with the September 2027 payment, provided the employee remains employed by the Town or until they receive an assigned vehicle; where gas allowances will not affect base wage rate calculations.

The Town and bargaining unit members shall comply with this General Order.

## **ARTICLE 30**

### **WORKERS' COMPENSATION**

A bargaining unit member covered by Chapter 440, Florida Statutes, and in accordance with provisions set forth herein, shall be entitled to benefits in accordance with that Florida Statute.

## **ARTICLE 31**

### **FUNERAL EXPENSES AND BEREAVEMENT LEAVE**

#### Section 1.

The Town shall provide bargaining unit members with life insurance policies with terms and benefits not less than \$40,000 as a lump sum benefit.

#### Section 2.

A member shall be granted up to five (5) days paid bereavement leave for the death of any immediate family member.

Immediate family member is defined as father, mother, son, daughter, husband, wife, domestic partner residing in the same household as member, brother, sister, grandfather, grandmother, grandfather-in-law, grandmother-in-law, great-grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister.

**ARTICLE 32**

**BARGAINING UNIT MEMBERS' RIGHTS**

Sworn law enforcement personnel shall be afforded all rights under Section 112.532 to 112.534, Florida Statutes, Law Enforcement Officers' and Correctional Officers' Rights. Any concerns of the Union or the bargaining unit member related to this Article are not subject to the grievance and arbitration procedure of this Agreement as the primary subject of a grievance.

## **ARTICLE 33**

### **LONGEVITY PAY AND SERVICE AWARDS**

Employees are eligible to receive a longevity or service award at five (5) year increments as a lump sum payment. The calculation is based on years of service through the member's anniversary date.

Full time employees will receive the following:

- Completion of 5 years of employment \$2,000.00
- Completion of 10 years of employment \$4,000.00
- Completion of 15 years of employment \$6,000.00
- Completion of 20 years of employment \$8,000.00

**ARTICLE 34**

**PHYSICAL FITNESS**

The Town will provide all bargaining unit members who opt in with reimbursement of the cost of gym membership, up to \$350 per year.

**ARTICLE 35**

**SEVERABILITY**

Should any final decision of any Court of competent jurisdiction or administrative agency or any federal, state or local legislation affect any practice or provision of this Agreement, only the practices or provisions so affected shall become null and void, otherwise all other provisions or practices under this Agreement shall remain in full force and effect.

**ARTICLE 36**

**ENTIRE AGREEMENT**

This Agreement contains the entire contract, understanding, undertaking and agreement of the Parties hereto and supersedes any prior or contemporaneous agreements, contracts, understanding or arrangements between or among the Parties regarding the terms and conditions of employment governed by this Agreement, and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise provided herein or by law.

**SIGNATURE PAGE**

Except as otherwise provided herein, this Agreement shall be effective upon ratification and shall continue in force and effect from its ratification until its expiration date of September 30<sup>th</sup>, 2029, or otherwise until a successor Agreement is ratified by the Parties.

IN WITNESS THEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

FOR THE TOWN OF MANALAPAN, FLORIDA:

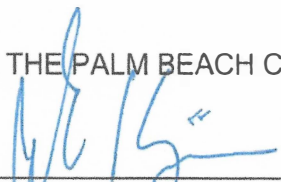
\_\_\_\_\_  
SIMONE BONUTTI, Vice Mayor

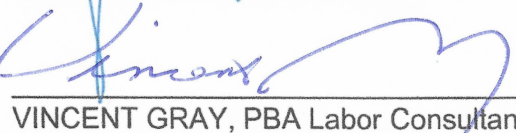
\_\_\_\_\_  
ERIC B. MARMER, Town Manager

As to form:

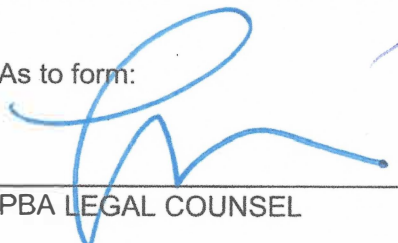
\_\_\_\_\_  
TOWN LEGAL COUNSEL

FOR THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC.:

  
\_\_\_\_\_  
JOHN S. KAZANJIAN, President

  
\_\_\_\_\_  
VINCENT GRAY, PBA Labor Consultant

As to form:

  
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PBA LEGAL COUNSEL

**TOWN OF MANALAPAN  
AGENDA ITEM SUMMARY**

**Meeting Date:** May 12<sup>th</sup>, 2026

**Agenda Item No.:** CA - g

**Agenda Item Name:** Updated Employee Handbook

**ACTION REQUESTED:** Discussion  Approval

**BACKGROUND:**

The Town Employee Handbook has not been updated since 2015. This revised version incorporates updated language and benefits to align with the current PBA contract.

**ATTACHMENTS:**

- 2026 Employee Handbook

# Town of Manalapan



## PERSONNEL RULES AND REGULATIONS MANUAL

Effective October 2026

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# ARTICLE I: INTRODUCTION

## SECTION 1: THE PERSONNEL RULES AND REGULATIONS

This Personnel Rules and Regulations Manual (“manual”) contains a comprehensive, up-to-date version of the personnel rules and regulations of the Town of Manalapan (“Town”). It is applicable to all employees, unless specifically exempted. Unless otherwise specified or required by law, the benefits described in this Handbook apply only to regular full-time employees of the Town. By contrast, the policies outlined in this Handbook apply to all employees – introductory, regular full-time, regular part-time and temporary. This manual is intended to provide all employees with a general understanding of Town policies, rules, regulations and benefits. Employees who are covered under a Collective Bargaining Agreement or PBA contract (“CBA”) should also refer to their CBA for additional terms and conditions of employment. If any benefit or term appearing in this manual conflicts or differs from a benefit or term described in the CBA, the CBA shall control in every case

The personnel rules and regulations of the Town are based upon the following principles:

- A. Equal opportunity employment without illegal discrimination based on color, race, religion, sex, gender identity or expression, sexual orientation, pregnancy, national origin, age, disability, genetic information, military or veteran status, or any other category protected under applicable local, state or federal law.
- B. To provide fair and equitable compensation and benefits as determined in the judgment of the Town Commission and within the limitations of the budget as adopted or amended from time to time.
- C. To improve and utilize employee skills, in order to provide high quality performance, personal growth and satisfaction.
- D. To reward employees for meeting or exceeding performance standards, to improve inadequate performance and to separate employment with those whose inadequate performance is not improved.
- E. To provide mechanisms which encourage understanding and communication between employees at all levels of the organization, relating to workplace occurrences.
- F. To recruit, select and retain employees based upon their knowledge, skills and ability to perform the duties of their position.
- G. To provide a professionally administered personnel system based upon rules and regulations which are uniform, reasonable and fair, and provide protection against arbitrary and capricious decisions.
- H. To provide safe working conditions conducive to efficient and effective public service.

This manual contains certain policies of the Town relating to your employment.

The policies serve as guidelines to help Town employees:

- (1) understand the personnel program of the Town; and,
- (2) clarify action to be taken to minimize the possibility of unauthorized personnel action; and (3) work together in achieving our common goals.

Employment at the Town is at-will. The Town may discharge an employee at any time, for any reason whatsoever, with or without cause, and with or without notice. Nothing within this manual or within the Town's policies, practices or procedures is intended to create a contract for employment, express or implied, a guarantee of continued employment for a specific duration or interfere with, restrain, or prevent employee communications regarding wages, hours or other terms and conditions of employment. The Town recognizes that laws, rules and regulations underpinning this manual are dynamic and change more often than these materials are updated and revised. In every case, this Handbook shall be interpreted and enforced consistent with such applicable laws, rules and regulations as may from time to time apply.

No promise of employment or employment-related benefit(s) for any specific period of time is offered, established, or to be implied, in or from anything in this manual, and no representative of the Town has any authority to enter into any agreement for employment for any specified period of time or agreement for remuneration or any other benefit of employment, except its Town Manager and Town Commission. Any oral or written statements or promises to the contrary are expressly disavowed and should not be relied upon by any existing or prospective employee. Further, all benefits, compensation structures, and programs provided to employees are subject to funding through the budget process.

In all cases of interpretation of this manual, Town management decisions are final. The Town may modify any part of this manual at its sole discretion, without prior notice. This manual supersedes and replaces all previously existing Town employee handbooks or personnel policy manuals.

All Town employees are expected to follow the policies and procedures outlined in this manual. Any violation of these or any other Town policy, practice or procedure will subject an employee to discipline, up to and including separation.

Nothing contained in these policies and procedures is intended to waive any legal, equitable, or other defense available to the Town to any claim, complaint, or cause of action (collectively, "Claims") asserted by an employee or former employee against the Town. To the extent that a particular law, statute, rule, or regulation does not apply to the Town as a result of its size, number of employees, or otherwise, nothing in these policies and procedures should be construed as a waiver of any corresponding defense to any Claims asserted under any such law, statute, rule, or regulation. Employees should contact the Town Manager with questions concerning the contents of this manual.

## SECTION 2: PREFACE

Various individuals and groups play a major part in administering the personnel function. A brief description of the roles that those key participants play follows.

### **Elected Officials**

The Mayor, Vice Mayor and the Town Commission play major roles in the personnel function. The goals which they establish for the Town form the framework for Town personnel policies and rules. They appoint the Town Manager who serves as their Chief Executive Officer.

### **Town Manager**

The Town Manager is responsible for administration of these personnel rules and regulations within the Town organization, and may, at any time, develop and promulgate procedural rules, interpretations, and other personnel policies in writing or otherwise, and may grant waiver to them. In addition, he/she may recommend amendments to the Personnel Policy for consideration by the Mayor and Town Commission, and may review, approve and amend actions taken pursuant to these Personnel Rules and Regulations, by Department/Division Heads.

### **Department/Division Heads and Supervisors**

Department/Division Heads and supervisors are responsible for directing the work of departments and determining operational procedures and methods. They are responsible for determining work assignments and methods as well as maintaining necessary discipline.

Department/Division Heads frequently administer personnel rules and regulations and play an important role in recommending policy changes.

### **Nonsupervisory Employees**

Nonsupervisory employees play a major role in delivering Town services to the public. As such, the role of other groups and individuals who work with Town employees should be directed toward assisting nonsupervisory employees to fulfill their responsibilities as efficiently and effectively as possible. Personnel rules, policies and procedures facilitate the performance of work with minimal administrative burden, while maintaining reasonable order and establishing and administering policies and rules. Employees should be treated fairly and equitably.

### **The Public**

The public plays a key role in providing feedback regarding the reasonableness and acceptability of personnel policies and rules. Most significantly, they constantly provide feedback about services delivered. Personnel policies and methods are effective only if they help the Town to deliver its services to the public in an effective and economical way. To the extent that the public provides feedback regarding services, they indirectly are evaluating the Town's personnel practices.

### **Summary**

The personnel function is important because it affects the Town's ability to fulfill its individual and group needs and organizational purposes. As those needs are balanced through the establishment of wages and benefits, the determination of methods and rules, and the implementation of policy and procedures, the ability of the Town to provide quality Town services at a reasonable cost is directly affected.

## SECTION 3: MANAGEMENT RIGHTS

The Town possesses the sole and exclusive right and authority, through the Town Manager, to operate and direct the employees of the Town and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the Town prior to the issuance of this manual. These rights include, but are not limited to the following illustrations of authority:

- The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- To plan, direct, control and determine the means and places of operations or services to be conducted by employees of the Town;
- To determine the places, methods, means, number of personnel needed to carry out the Town mission;
- To schedule and assign work;
- To direct the working forces;
- To assign and approve overtime;
- To employ and assign or to transfer employees within the Town organization;
- To promote, suspend, discipline or discharge employees;
- To lay off or otherwise relieve employees;
- To make, publish and enforce rules and regulations;
- To introduce new or improved methods, equipment or facilities;
- To specify and contract out for goods and services;
- To establish work, productivity and performance standards;
- To take any and all actions as may be necessary to carry out the mission of the Town in situations of civil emergency as may be declared by the Mayor, the Town Manager, or the Chief of Police. It is the sole discretion of the Mayor, Town Manager or Police Chief to determine what civil emergency conditions exist, which may include but are not limited to riots, civil disorders, tornado conditions, hurricane conditions, floods or other similar catastrophes;
- The Mayor and the Town Commission have the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted thereto.

## SECTION 4: RELEASE OF INFORMATION

All requests for public records or related information will be handled in accordance with the Town's procedure regarding the production of Public Records. Any questions regarding the handling of all paper documents, including their retention, storage and destruction, should be handled as outlined in the Town's procedure. Employees shall not release such information unless authorized by departmental rules and regulations.

## SECTION 5: MATTERS NOT COVERED BY THESE RULES AND REGULATIONS

If a matter is not covered within the personnel rules and regulations adopted by the Town Commission, that matter shall be governed by practices and procedures of the Town, as well as by the general provisions of applicable local, State and Federal laws governing the power of municipal governments to deal with its officers and employees.

In any case where this manual conflicts with a Town Ordinance or a contract duly entered into by the Town Commission, the Ordinance or contract shall supersede this manual.

## SECTION 6: CONSTRUCTION OF RULES AND REGULATIONS

In the construction of these rules and regulations, the following conventions will be observed and applied, except when the context clearly indicates otherwise.

- A. If any sections, subsections, sentence, clause, or phrase of these rules and regulations are found to be invalid, such findings shall not affect the validity of the remaining portions of these rules and regulations.
- B. The words "he," "his," and "him," shall connote both masculine and feminine genders.
- C. Reference to "days" throughout this manual shall mean calendar days, unless otherwise stated. However, for purposes of employees who work shifts, the word "day" shall be used interchangeably with "shift."

## ARTICLE II: EMPLOYMENT ELIGIBILITY

### SECTION 1: EQUAL EMPLOYMENT OPPORTUNITY

It is the policy and practice of the Town to treat all employees with dignity and respect and to provide equal opportunity to all persons without regard to color, race, religion, sex, national origin, citizenship, age, disability, marital status, pregnancy, sexual orientation, military or veteran status, genetic information, gender identity or expression, or any other category protected by law.

This policy covers all personnel actions affecting hiring, job assignments, training, promotions, transfers, compensation, discipline, termination of employees, or any other tangible employment benefit or term or condition of employment.

In addition, the Town prohibits retaliation against any individual who reports discrimination or harassment or who participates in any investigation of such reports, or who engages in any other activity protected by law. No form of unlawful discrimination, including unlawful harassment or retaliation, will be tolerated and any complaints should be brought in keeping with the Company's Harassment Policy.

### SECTION 2: REASONABLE ACCOMMODATIONS

Consistent with its commitment to equal employment, the Town will work to accommodate disabled and pregnant employees in keeping with applicable law. If an employee believes he/she needs an accommodation because of a disability or pregnancy, he/she should make a request to the Town Manager, and the Town will engage in an interactive dialogue with the employee to determine the best course of action.

The Town will also endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Town's operations. If you wish to request such an accommodation, please speak to the Town Manager.

### SECTION 3: EMPLOYMENT CATEGORIES

Introductory: An employee in his/her first 90 days of employment.

Regular Full-Time: An employee whose regular work schedule averages 32 hours or more per week and who is not on introductory status.

Regular Part-Time: An employee whose regular work schedule averages less than 32 hours per week and who is not on introductory status. A regular part-time employee may be eligible for certain benefits, but only as specifically provided for in this Handbook or in keeping with applicable law or applicable Plan documents.

Temporary: An employee hired to work on a specific basis, including during peak or seasonal periods, for specific projects or for a limited period of time. A temporary employee may work either full-time or part-time, but is not considered a “regular” employee. A temporary employee is not eligible for benefits, unless specifically provided for in this Handbook or in keeping with applicable law or applicable Plan documents.

Collective Bargaining: An employee subject to a collective bargaining agreement or the PBA contract. A collective bargaining employee is eligible for the same benefits as other employees, unless otherwise provided for in the collective bargaining agreement. If any benefit or term appearing in this Handbook conflicts or differs from a benefit or term described in a collective bargaining agreement, the collective bargaining agreement shall control in every case.

Employees are also categorized as either **Non-Exempt** or **Exempt** for purposes of the minimum wage and overtime provisions of the Fair Labor Standards Act (“FLSA”).

**Non-Exempt Employees** are subject to the minimum wage and overtime provisions of the FLSA. Non-Exempt employees are compensated based upon the number of hours worked each workweek.

**Exempt Employees** (*e.g.*, certain administrative, professional and executive personnel) are exempt from the minimum wage and overtime provisions of the FLSA and paid on a salary basis.

## SECTION 4: PERSONNEL FILE CHANGES AND ACCESS

It is the responsibility of each employee to promptly notify the Town of any changes in personal information. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments and other such status reports should be accurate and current at all times. This information is requested and maintained in accordance with applicable law and as may be necessary for employee benefits. All employee information changes should be reported in writing to the Finance Department.

The Town is not responsible for any loss of benefits due to an employee’s failure to report required updates or changes.

Employees are required to report any situation or incident that may affect their employment with the Town, including but not limited to any criminal charges, whether occurring on or off duty, to the Town Manager or Department Head as soon as possible, and in any case no more than 2 days from the event.

All personnel records are the property of the Town.

The Town is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. As such, unless otherwise mandated by statute, regulation or law, employees are prohibited from destroying, selling or disposing of any Town record. Employees should refer any questions regarding public records to the Town Clerk.

## SECTION 5: REFERENCE CHECKS

All inquiries about employees or requests for verification of employment or comments on an employee or former employee shall be referred to the Finance Department for response. No other employee may respond. The Town will only verify the employee's date of employment and job title in response to any such request, unless otherwise required by law or regulation.

Employees are not authorized to respond to reference check inquiries. All inquiries on co-workers or former employees should be referred to the Town Manager.

## SECTION 6: PROHIBITION OF EMPLOYMENT OF RELATIVES

In accordance with this Policy and county law, relatives of persons currently employed by the Town may be hired only if they will not be working directly for or supervising a relative or will not occupy a position in the same line of authority within the Town. If already employed, they cannot be transferred into such a reporting relationship. If the relative relationship is established after employment, the Town of Manalapan will provide an opportunity to the individuals concerned to decide who is to be transferred if an available position exists for which an individual is the most qualified. If a decision is not made within 5 days, management will make a decision as to whether either individual can be transferred to another position.

In other cases where a conflict of interest or the appearance of a conflict of interest arises, including a supervisory relationship involvement, the parties may be separated by reassignment or terminated from employment.

For the purposes of this policy, a relative is defined to include father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half half-brother, half half-sister, grandparent or grandchild, great grandparent or great grandchild, step grandparent or step grandchild, step great grandparent or step great grandchild, person who is engaged to be married to the official or employee, person who holds himself/herself out as or is generally known as the person whom the official or employee intends to marry or with whom the official or employee intends to form a household, or any other natural person having the same legal residence as the employee.

The relative of any elected or public official in the Town is disqualified from being hired for any compensated office or employment within the Town organization during the term for which said official is active within the Town organization.

The relative of any employee in the Town is disqualified from being hired or employed within the department for which the employee is responsible. The relative of any employee is disqualified from being hired for employment where the current employee is in a position to make recommendations or decisions regarding the relative's potential employment, promotion or advancement.

Should a Town employee develop a personal relationship with another employee or an elected or public official of the Town naturally or due to a promotion or change of organizational structure, it is the responsibility of each employee(s) to immediately inform his/her manager and the Town Manager. Each situation will be reviewed on an individual basis and handled appropriately. Failure to disclose the existence of the relationship, in accordance with this Policy, may lead to discipline, up to and including discharge from employment.

## SECTION 7: PUBLIC EMPLOYEE LOYALTY OATH

Florida law requires all employees to take and sign an Oath of Loyalty as a condition of employment. Once taken and executed, becomes a part of the employee's official personnel file.

## ARTICLE III: INTRODUCTORY PERIOD

The introductory period shall be an integral part of the examination process and shall be utilized as an opportunity to observe an employee's work, to train the employee, and/or to reject any employee whose work performance fails to meet required work standards. An introductory employee may be terminated at any time during the introductory period by the Town Manager or upon the recommendation of the Department Head. The employee shall be notified of termination as soon as practicable. An employee separated during the introductory period is not entitled to civil service review. The introductory period for new hires shall be for 90 days after the date of hire, except for Police Officers, who work on an introductory basis for a period of one (1) year from hire date in accordance with the PBA contract.

Successful completion of the introductory period does not give rise to or create an employment contract for any period of time or a guarantee of continued employment. Employment with the Town will be, at all times, "at will."

Employees will accrue but are not eligible to use vacation time during their introductory period, unless authorized by the Town Manager. Employees may request to use vacation time accrued during the introductory period prior to the end of the introductory period, but this request must be approved, in advance, by the Town Manager. Should an employee who uses vacation time during his/her introductory period no longer be employed at the end of the introductory period for any reason other than the death of said employee, vacation time used will be deducted from the final paycheck of said employee in accordance with applicable wage and hour laws. Employees serving the initial or an extended initial introductory period who depart employment with the Town either voluntarily or involuntarily forfeit all accrued vacation time and are not eligible for payment of same upon separation.

## ARTICLE IV: DRUG-FREE WORKPLACE POLICY

The Town is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any employee uses prohibited drugs on the job; reports to work under the influence of drugs or alcohol; possesses, distributes or sells drugs in the workplace; or abuses alcohol on the job.

Substance abuse, which includes the possession, purchase, use or sale of illegal drugs or the unlawful use or misuse of lawful substances, including alcohol and prescription drugs, will not be tolerated during work time, on Town premises, in Town vehicles, or while engaged in Town activities. The Town also prohibits

the illicit use, possession, sale, attempted sale, purchase, attempted purchase, conveyance, distribution, cultivation or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner.

It is a condition of employment at the Town to refrain from using illegal drugs and unlawfully using or misusing lawful substances, including alcohol and prescription medicine.

The misuse of alcohol or drugs by employees can impair the ability of employees to perform their duties, as well as adversely affect Town residents' confidence in the Town. Employees must report any prescription medication that they are taking to the Finance Department if such use could impact their ability to safely perform their job duties. This policy does not prohibit the proper use of medication under the direction of a physician; however, misuse of such medications is prohibited.

In keeping with this policy, the Town may require a blood test, urinalysis, hair test or other drug or alcohol screening of employees suspected of using or being under the influence of drugs or alcohol. If an employee is sent for drug testing – whether it be for random, reasonable suspicion, or post-accident drug testing, the employee must immediately complete the drug testing as instructed.

## ARTICLE V: WORKERS' COMPENSATION INJURIES

### SECTION 1: SAFE WORK HABITS

Each employee is required, as a condition of employment, to develop and exercise safe work habits in the course of their employment, to prevent injuries to themselves, their fellow employees, the public and to conserve Town property and equipment.

Workers' compensation is provided in accordance with Florida law. Work-related accidents and injuries, no matter how small, must be reported to the employee's supervisor immediately in keeping with this policy.

### SECTION 2: REPORTING

Employees who are injured while performing their duties for the Town shall make an immediate report of the injury to their immediate supervisor. Every injury, including those not requiring medical attention, shall be reported to the Department Head or Supervisor on Shift by the injured employee's supervisor within twenty-four (24) hours of the injury. Timely reporting ensures the best recall of the facts and the prompt delivery of benefits to the employee. The employee must follow the instructions of the supervisor and any emergency personnel called to the scene. Department/Division Heads shall be responsible for notifying the Town Manager of all injuries reported by employees under their supervision and shall ensure that proper written reports are prepared and forwarded to the appropriate officials.

### SECTION 3: IMMEDIATE MEDICAL CARE

If an employee is injured to such an extent that the employee requires immediate medical care, the employee, the supervisor or other witnesses to the accident shall contact 911 for emergency assistance. If the need is less severe or immediate, the employee should consult Human Resources and follow the procedure prescribed in the worker's compensation procedure.

The above policy will apply to all employees of the Town of Manalapan, regardless of department/position.

## SECTION 4: RETURN TO WORK

After appropriate medical attention has been rendered, if the employee is released for regular duty, the employee shall obtain from the attending physician a certification that the employee can return to work, identifying any applicable restrictions. Employees released for light duty may be placed on light duty, if available, and at the discretion of the Department/Division Head or in a temporary position consistent with the light duty conditions specified by the attending physician and at the employee's normal rate of compensation, until such time that the attending physician releases the employee for regular duty.

# ARTICLE VI: INSURANCE/BENEFITS

## EMPLOYEE BENEFITS

The Town of Manalapan's benefit package can help provide financial protection for employees and their families. Eligible employees are provided with a number of benefits. Programs such as Social Security, Medicare, Unemployment Insurance, and Workers' Compensation cover all employees in the manner prescribed by law.

If there is any conflict between the descriptions contained in this or any other Town publication and the official policy or plan documents, the language of the official policy or plan documents controls in every case. Employees are directed to read their policy and plan documents for detailed information.

Benefit eligibility is dependent upon a variety of factors, including employee classification. The Finance Department can identify the programs for which employees are eligible. Some benefit programs require contributions from employees, while others are fully paid by the Town. The benefits in this manual, including contribution requirements, are those currently available as of the publication of this manual, but they are subject to change by the Town of Manalapan at its discretion, at any time.

Employees should refer questions regarding the Town's benefit plans to the Finance Administrator or refer to the Town's plan documents or summary plan descriptions.

## SECTION 1: HEALTH, DENTAL, VISION AND LIFE

All regular employees of the Town who are regularly scheduled to work at least thirty-two (32) hours per work week and their dependents are eligible to participate in the Town's group health, dental, vision and life insurance program. Insurance coverage shall commence on the first day of the month following hire date and shall cease on the last day of the month following the employee's end of employment. A brochure describing the provisions of available insurance coverage, and the associated costs to the employee, shall be furnished to each employee periodically. The employee may choose to enroll his/her eligible dependents (Spouse, Domestic Partner, and/or Eligible Child(ren)) in addition to himself/herself in group health insurance. All employees with enrolled dependents, including the dependent status of adult children, must show sufficient proof of the dependent relationship. Employees' proof of dependent relationships is verified on an annual basis. Temporary and seasonal employees are not eligible for health, dental, vision or life insurance through the Town. Questions on insurance should be directed to Human Resources.

## SECTION 2: OPTIONAL INSURANCE

Employees may purchase optional life, disability, accident, cancer, and legal insurance through payroll deduction. The Town contributes up to \$50.00 a month to be used for the premiums of these products, health care or dental dependent coverage.

## SECTION 3: FLEXIBLE BENEFITS PLAN - SECTION 125

A Flexible Benefits Plan, also referred to as a Cafeteria Plan or Section 125 Plan, allows employees to set aside a certain amount of each paycheck through payroll deductions into an account before paying income taxes. During the year, employees have access to this account for reimbursement for expenses such as health care and day care. All regular full-time employees are eligible to participate when they become eligible for group insurance coverage or at the plan open enrollment period. There are two accounts available with the Flexible Benefits Plan.

## SECTION 4: DEPENDENT CARE REIMBURSEMENT ACCOUNT

This account reimburses employees for daycare expenses for eligible children and adults. Qualified expenses include adult and child day care centers, preschool, before and after school care. To qualify, dependents must be:

- A child under the age of 13 or
- A child, spouse or other dependent that is physically or mentally incapable of self-care and spends at least eight hours a day in the employee's household.

## SECTION 5: CREDIT UNION

Town employees are eligible for membership in Guardians Credit Union. Members can save and borrow money and enjoy a variety of other benefits. The Accounting Clerk can provide membership information.

## SECTION 6: CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)

Pursuant to Federal law, employees may elect to continue certain health insurance benefits that may be in force for the employee and/or his/her dependent(s) upon the occurrence of certain qualifying events which would normally result in termination of coverage under the Plan. Further information can be obtained from the Finance Department.

## SECTION 7: SHORT-TERM AND LONG-TERM DISABILITY

The Town provides eligible employees coverage under a Short-Term Disability (STD) policy, as well as a Long-Term Disability Policy (LTD). These policies will pay up to 60% of qualifying employees' current full salary.

Additional information will be provided at the time of enrollment. Employees may consult the Designated Human Resources Representative or refer to the Plan documents for additional information. The terms and conditions of the Plan documents control in every case.

All regular full-time Town employees are eligible for this policy, regardless of department/position.

## ARTICLE VII: OUTSIDE EMPLOYMENT

The Town does not prohibit outside employment. The Town has placed the following prohibitions on outside employment:

### SECTION 1: GENERAL PROHIBITIONS

Outside employment is prohibited when the work of the outside employment:

1. Is conducted on Town time.
2. Is conducted while on the following types of paid leave: workers' compensation leave, disability leave, sick or compassionate leave.
3. Interferes with working hours or overtime requirements of the employee's position.
4. Involves the use of Town uniforms, facilities, equipment or supplies of any kind. However, police officers who are providing a service to an individual, business, condominium building or homeowner within the Town limits may be permitted to wear their uniform with permission from the Chief of Police.
5. Involves the use of official information not available to the public.
6. May reasonably be construed by the public to be an official act of the Town, or that a conflict of interest exists.
7. Brings discredit to the employee or Town.
8. Is in conflict with the employee's position with the Town. This shall include work which an employee would be expected to do as part of his/her normal duties; work requiring approval or review of the Town, or work which would tend to influence the exercise of improper judgment on any matter coming before the employee in the course of his/her Town employment.
9. Inhibits the employee's ability to perform their job with the Town.

Except with advanced permission, Town employees working outside the Town may not wear a Town uniform or display the Town logo or name at any time.

### SECTION 2: CONFLICT OF INTEREST

#### A. Conflicts Prohibited by State or Local Laws

Employees may hold outside employment as long as they meet the performance standards of their position and they receive advance, written approval by the immediate supervisor, the Department Head and the Town Manager. Each year or at other intervals requested by the Town, employees who have outside employment are required to complete an "Outside Employment Authorization" form in addition to the "Commission on Ethics Employee Conflict of Interest Waiver." A separate form must be submitted for each outside employment situation. Incomplete forms will be denied.

Changes in outside employment including, but not limited to, changes in work schedules at the outside employer, termination from the outside employer, or changes to the ownership interests in the outside employer must be disclosed to the Town on a new Outside Employment Request and Disclosure Form within thirty (30) calendar days of the change.

Failure to disclose timely or report Outside Employment in keeping with this Policy, may result in disciplinary action up to, and including, termination.

Certain restrictions regarding outside employment apply including:

1. Neither the employee nor any relative may work in a Town department which enforces, oversees or administers any contract or transaction with his/her outside employer;
2. The outside employment will not interfere or otherwise impair his/her independent judgment or the performance of public duties for the Town;
3. Neither the employee nor any relative is allowed to participate in determining the requirements or awarding of any contract, permit, or other transaction to the employee's outside employer.
4. The employee's public job responsibilities and job description will not require him/her to be involved in any contract in any way including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance with the outside employer.
5. The employee has complied with all other Town policy requirements.

Outside employment that constitutes a conflict or could potentially be perceived to conflict with the Town's Code of Ethics Policy, state or local ethics laws and ordinances, or that could impact or potentially impact negatively on the Town or its reputation, is prohibited.

### SECTION 3: INJURIES AND OUTSIDE EMPLOYMENT

If an employee suffers an injury or illness during or resulting from an outside employment activity, the Town will not be responsible for any worker's compensation benefits from the Town.

If an employee holds outside employment and is injured on their job with the Town, the Town shall assume no responsibility for wages lost at the outside employment as a result of the injury.

## ARTICLE VIII: CONFLICTS OF INTEREST AND CODE OF ETHICS POLICY

The Town strives to maintain the highest standards of business conduct. Each employee's adherence to these ethical standards while carrying out his/her job is vital. All Town employees must comply with the state and county Code of Ethics. As such, Town employees may not use their jobs to obtain any special privileges or private gain for themselves or others.

The Town requires employees to avoid prohibited conflicts of interest. When employees are in doubt as to whether any particular action or inaction presents a prohibited conflict of interest, employees must immediately seek guidance from their immediate supervisor or Department Head.

### SECTION 1: DEFINITIONS FOR CONFLICT OF INTEREST AND CODE OF ETHICS POLICY

In keeping with Florida law, a "conflict of interest" means a situation where regard for an employee's private interest tends to lead to disregard of a public duty or interest.

In accordance with applicable state and county law, Town employees may not:

- take or fail to take any action or influence others to take or fail to take any action, on behalf of themselves or others, in a manner which he/she knows or should know will result in a special financial benefit, not shared with similarly situated members of the general public;
- engage in outside employment during their scheduled working hours at the Town;
- engage in or solicit work related to Town business or obtained during the course of an employee's regular business activities;
- engage in outside employment that interferes with or impedes their job performance;
- accept a retainer, commission, consulting fee, or any other fee arrangement or remuneration without full, written disclosure to the Town Manager;
- enter into a contract or other transaction for goods or services with the Town;
- disclose or use information not available to members of the general public and gained by reason of his/her official position;
- accept, either directly or indirectly, any travel expenses from any county or municipal contractor, vendor, service provider, bidder or proposer;
- initiate, either directly or indirectly (including members of an employee's immediate family), to borrow from, lend to, invest in, or engage in any substantial financial transaction with a customer, client or supplier of the Town;
- use Town facilities, equipment, labor, or supplies to conduct outside activity or secure a special privilege, benefit or exemption for themselves or another;
- act in their public capacity to buy or rent goods, services or realty from any business entity in which the employee, a spouse or a child serves as an officer or has a material interest; or,
- solicit or accept anything of value from a vendor, lobbyist or principal or employer of a lobbyist or with anyone else with an understanding that their official actions or judgment will be influenced.

Violations of the Code of Ethics include, but are not limited to:

- soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, monetary gift or service;
- misusing the employee's public position to obtain any special privilege, benefit or exemption; or,
- disclosing or using information, deemed not available to the general public, for the employee's own benefit or the benefit of others.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the Town of Manalapan's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No presumption of impropriety is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts or leases, it is imperative that he/she disclose to the Manager of the Town of Manalapan as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties. Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which this Town does business but also when an employee or relative receives any kickback, bribe, substantial gift or special consideration as a result of any transaction or business dealings involving the Town of Manalapan.

A “**covered person**” for purposes of the manual is a Town employee. However, the statutes and local ordinances regulating ethics and conflicts of interests also govern Town Commissioners and Town Advisory Board Members.

A “**domestic partner**” is an adult, unrelated by blood, with whom an unmarried or separated official or employee has an exclusive committed relationship and maintains a mutual residence.

A “**household member**” includes anyone whose primary residence is in the official’s or employee’s home, including nonrelatives who are not rent payers or employees of the head of household.

“**Immediate family**” means any parent, spouse, child, or sibling.

A “**relative**” means an individual who is related to a Covered Person as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the Covered Person or who otherwise holds himself or herself out as or is generally known as the person whom the Covered Person intends to marry or with whom the Covered Person intends to form a household, or any other natural person having the same legal residence as the Covered Person.

## SECTION 2: PROHIBITED CONFLICTS OF INTEREST

All employees are prohibited from engaging in conduct that creates a conflict of interest. In keeping with the Town’s Code of Ethics, Town employees should avoid any activity, investment or interest that might reflect unfavorably upon the integrity or good name of the Town or in any way damage the business of the Town. Specifically, Florida Statutes § 112.312(8) defines *conflict of interest* as “a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.” As such, any employee who wishes to engage in outside professional, business or volunteer activities must be certain that the proposed activity does not create a conflict of interest, including, but not limited to:

- interfere with the employee’s effective performance of his/her Town duties;
- make use of any of the Town’s proprietary or confidential information; or,
- require use of Town time, resources facilities, or equipment.

Whenever there is a possible conflict of interest, it must be discussed with the Town Manager.

## SECTION 3: SOLICITATION OR ACCEPTANCE OF GIFTS

Town employees are prohibited from soliciting or accepting anything of value, including gifts, loans, rewards, promises of future employment, favors or services that are based on any understanding that their vote, official action or judgment would be influenced by such a gift.

Town employees are also prohibited from soliciting any gift, where the gift is for the personal benefit of the employee, or any member of their immediate family or household, from a political committee, a certified committee of continuous existence, or from a person who, for compensation, seeks or sought to influence the governmental decision making of the employee, or who encouraged the passage, defeat,

or modification of any proposal or recommendation by the employee or the Town Commission, within the past 12 months,.

Employees, or any person on his/her behalf, are prohibited from knowingly accepting, directly or indirectly, a gift from a political committee, certified committee of continuous existence, or from a person who, for compensation, seeks or sought to influence the governmental decision making of the employee, or who encouraged the passage, defeat, or modification of any proposal or recommendation by the employee, or the Town Commission, within the past 12 months, if he/she knows or reasonably believes that the gift has a value in excess of \$100.00. However, such a gift may be accepted by the employee on behalf of Town or a charitable organization so long as the employee does not maintain custody of the gift for any period of time beyond that reasonably necessary to arrange for the transfer of custody and ownership of the gift. The value of the gift is generally determined using the actual cost to the donor, less taxes and gratuities, or the reasonable and customary charge for personal services provided by the donor directly. Compensation provided by the employee to the donor within 90 days after receipt of the gift is deducted from the value.

No Covered Person shall accept or agree to accept a gift from a person or entity, because of:

- An official public action taken or to be taken, or which could be taken;
- A legal duty performed or to be performed or which could be performed; or
- A legal duty violated or to be violated, or which could be violated by any official or employee.

No Covered Person, or any other person or entity on his/her behalf, shall knowingly solicit a gift of any value from any person or business entity that the recipient knows is a vendor, lobbyist or any principal or employer of a lobbyist where the gift is for the personal benefit of the official or employee, another official or employee, or any relative or household member of the official or employee.

For purposes of this Policy, a “gift” is something which is valued at over \$100 and paid or given by a person or entity to a Town employee, or to another for or on behalf of the employee, directly, indirectly, or in trust for the employee’s benefit or by any other means, where the employee does not, in exchange, give something of equal or greater value to that person or entity within 90 days

A “gift” does not include the following items:

- Salary, benefits, services, fees, commissions, gifts, or expenses associated with the employee’s employment, business, or service as an officer or director of a corporation or organization.
- Campaign contributions or expenditures reported pursuant to statute, campaign-related personal services provided without compensation by individuals volunteering their time, or any other contribution or expenditure by a political party.
- An honorarium or an expense related to an honorarium event paid to a person or the person’s spouse.
- An award, plaque, certificate, or similar personalized item given in recognition of the employee’s public, civic, charitable, or professional service.
- An honorary membership in a service or fraternal organization presented merely as a courtesy by such organization.
- The use of a public facility or public property made available by a governmental agency, for a

public purpose.

- Transportation provided to an employee by an agency in relation to officially approved governmental business.
- Gifts provided directly or indirectly by a state, regional, or national organization which promotes the exchange of ideas between, or the professional development of, government officials or employees, and whose membership is primarily composed of elected or appointed public officials or staff, to members of that organization or officials or staff of a governmental agency that is a member of that organization.

## SECTION 4: GIFT REPORTS

Any employee who receives a gift in excess of one hundred dollars (\$100.00) shall report that gift in accordance with applicable law.

*Gift reports for employees identified by state law as reporting individuals.* Those persons required to report gifts pursuant to state law shall report those gifts in the manner provided by Florida Statutes, §112.3148. A copy of each report shall be filed with the Palm Beach County Commission on Ethics.

In accordance with §112.3148, each employee shall file a statement with the Commission on Ethics not later than the last day of each calendar quarter, for the previous calendar quarter, containing a list of gifts which he/she believes to be in excess of \$100 in value, except the following:

1. Gifts from relatives.
2. Gifts prohibited by Florida law
3. Gifts otherwise required to be disclosed by this section.

The Gift report must include:

1. A description of the gift, the monetary value of the gift, the name and address of the person making the gift, and the dates thereof. If any of these facts, other than the gift description, are unknown or not applicable, the report shall so state.
2. A copy of any receipt for such gift provided to the reporting individual or procurement employee by the donor.

*All other gifts.* All employees who are not reporting individuals under state law and who receive any gift in excess of one hundred dollars (\$100.00), which is not otherwise excluded or prohibited pursuant to this subsection, shall complete and submit an annual gift disclosure report with the county commission on ethics no later than November 1 of each year, for the period ending September 30 of each year. All officials or employees who are not reporting individuals under state law and who do not receive a gift in excess of one hundred dollars (\$100.00) during a given reporting period shall not file an annual gift disclosure report. The annual gift disclosure report shall be created by the county commission on ethics and shall be in a form substantially similar in content as that required by state law.

## SECTION 5: UNAUTHORIZED COMPENSATION

Employees, their spouses and minor children are prohibited from accepting any compensation, payment, or item of value when the employee knows, or should know with the exercise of reasonable care, that is given to influence an action in which the employee was expected to participate in his/her official capacity.

## SECTION 6: MISUSE OF POSITION

Covered Persons are prohibited from, whether corruptly or not, using or attempting to use his/her position or any property or resource which may be within his/her trust, or perform his/her official duties, to secure a special privilege, benefit or exemption for himself, herself, or others. "Corruptly" means done with a wrongful intent and for the purpose of obtaining, or compensating or receiving compensation for, any benefit resulting from some act or omission of an official or employee which is inconsistent with the proper performance of his/her public duties.

Specifically, an employee shall not use his/her official position, or take or fail to take any action, or influence others to take or fail to take any action, in a manner which he/she knows or should know with the exercise of reasonable care will result in a special financial benefit, , for any of the following persons or entities:

- Himself or herself;
- His/her spouse or domestic partner, household member or persons claimed as dependents on the official or employee's latest individual federal income tax return, or the employer or business of any of these people;
- A sibling or step-sibling, child or step-child, parent or step-parent, niece or nephew, uncle or aunt, or grandparent or grandchild of either himself or herself, or of his/her spouse or domestic partner, or the employer or business of any of these people;
- An outside employer or business of his/hers, or of his/her spouse or domestic partner, or someone who is known to such official or employee to work for such outside employer or business;
- A customer or client of the official or employees outside employer or business;
- A substantial debtor or creditor of his/hers, or of his/her spouse or domestic partner. "Substantial" for these purposes shall mean at least ten thousand dollars (\$10,000.00) and shall not include forms of indebtedness, such as a mortgage and note, or a loan between the employee and a financial institution;
- A civic group, union, social, charitable, or religious organization, or other not for profit organization of which he/she (or his/her spouse or domestic partner) is an officer or director.

## SECTION 7: DISCLOSURE OR USE OF CERTAIN INFORMATION

Current and former employees of the Town are prohibited from disclosing or using information not available to members of the general public and gained by reason of his/her position, except for information relating exclusively to governmental practices, for his/her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

## SECTION 8: SOLICITATION OR ACCEPTANCE OF HONORARIA

The Town Manager, Town Clerk, Town Building Code Inspector, employees with the power to grant or deny a land development permit, and any purchasing agent with authority to make any single purchase in excess of \$20,000 on behalf of the Town are prohibited from soliciting an honorarium which is related to their public office or duties. An honorarium means any payment of money or anything of value, directly

or indirectly, to the employee, or to any other person on his/her behalf, as payment for a speech, address, oration or other oral presentation by the employee, regardless of whether presented in person, recorded or broadcast over the media, or for a writing by the employee that is intended to be published (other than a book). Because an honorarium does not include the payment or provision of actual and reasonable transportation, lodging, and food and beverage expenses related to the honorarium event, including any event or meeting registration fee for the employee and spouse, the employee may accept payment of such expenses related to an honorarium event, provided the employee receives a statement listing the name and address of the person providing the expenses, a description of the expenses provided each day, and the total value of the expenses provided for the event within 60 days of the event and receives a waiver from the Town Commission authorizing acceptance of such expenses, as more specifically outlined under the Travel Expenses section of this policy. If the Town Commission authorizes acceptance of the expenses, the employee must disclose such expenses and approval annually in the financial disclosure when such expenses are paid by a political committee or committee of continuous existence or from a person who, for compensation, seeks or sought to influence the governmental decision making of the Town Manager or purchasing agent, or who encouraged the passage, defeat, or modification of any proposal or recommendation by the Town Manager, purchasing agent, or the Town Commission, within the past 12 months.

## SECTION 9: TRAVEL EXPENSES

No employee shall accept, directly or indirectly, any travel expenses including, but not limited to, transportation, lodging, meals, registration fees and incidentals from any municipal contractor, vendor, service provider, bidder or proposer as applicable. The Town Commission may waive the requirements of this subsection by a majority vote of the Town Commission. The provisions of this subsection shall not apply to travel expenses paid by other governmental entities or by organizations of which the municipality is a member if the travel is related to that membership.

## SECTION 10: CONTINGENCY FEES

No person shall, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person shall, in whole or in part, receive or agree to receive a contingency fee. "Contingency fee" means a fee, bonus, commission, or nonmonetary benefit as compensation which is dependent on or in any way contingent on the passage, defeat, or modification of: an ordinance, resolution, action or decision of the Town Commission, any employee authorized to act on behalf of the Town Commission, the Town Manager, or any action or decision of an advisory board or committee. This prohibition does not apply to real estate brokers when acting in the course of their profession as regulated by Florida Statutes, §§ 475.001—475.5018, as may be amended. Nothing in this section may be construed to prohibit any salesperson from engaging in legitimate government business on behalf of a company from receiving compensation or commission as part of a bona fide contractual arrangement with that company provided such compensation or commission is ordinary and customary in the industry. Nothing in this section may be construed to prohibit an attorney from representing a client in a judicial proceeding or formal administrative hearing pursuant to a contingent fee arrangement.

## SECTION 11: HONESTY IN APPLICATIONS FOR POSITIONS

No person seeking to become an officer or employee, or seeking to enter into a contract to provide goods or services to the Town, may make any false statement, submit any false document, or knowingly withhold information about wrongdoing in connection with employment by or services to the Town.

## SECTION 12: REPORTING VIOLATIONS

Employees must contact their immediate supervisor or Department Head if they have any questions concerning the Conflict of Interest and Code of Ethics Policy. Suspected violations of the Conflict of Interest and Code of Ethics Policy must be reported immediately to their Department Head or the Town Manager. Employees may report their concerns verbally or in writing. Department Heads receiving reports of alleged violations must immediately forward the report to the Town Manager for action.

Employees may also report suspected violations of this policy to the Palm Beach County Inspector General or the Palm Beach County Commission on Ethics.

The Town will not retaliate against any employee who reports suspected violations of this Conflict of Interest and Code of Ethics Policy unless it is determined the report was made in bad faith or maliciously.

## ARTICLE IX: USE OF TOWN PROPERTY

### SECTION 1: TOWN TELEPHONE AND VOICEMAIL

- A. The telephone system (including voicemail) at the Town is the property of the Town and is intended for business purposes. The Town may periodically monitor the usage of the telephone systems to ensure compliance with this Policy. Employees should not consider their conversations on the Town's telephone system to be private.
- B. Personal business should not be conducted during working hours. Personal telephone calls or texting during business hours should be confined to those which are absolutely necessary and be kept to a minimum. Employees should turn off all personal cellular phones or silence them and keep them out of sight during business hours; employees may use their personal cell phones during their lunch breaks so long as they have clocked out. Personal long-distance calls are not permitted on Town telephones or during working hours.
- C. Employees are expected to treat callers in a helpful and courteous manner and to assist them to the extent possible in resolving their problem in a way that will reflect favorably upon the Town of Manalapan.
- D. Voicemail messages are considered Town property and may be reviewed or stored by the Town at any time. Employees should not have any expectation of privacy regarding messages on the Town's voicemail system.
- E. Using cellular phones or other devices while driving on Town business is prohibited. Conducting any business on a cellular phone or other device while driving is prohibited.

### SECTION 2: TOWN VEHICLES AND EQUIPMENT

- A. Town property, e.g., Town vehicles, materials, equipment and tools, belongs to the Town and shall be used by employees for conducting Town business only. Unless otherwise instructed or authorized, Town property must remain on Town premises at all times.
- B. When operating Town vehicles, employees must keep in mind that they are representatives of the Town government and that their conduct in adhering to the rules of safety and courtesy on the road is a reflection on the Town. It is imperative that such employees abide by these rules. Any fines incurred by an employee while operating a Town vehicle due to traffic or parking violations shall be the sole responsibility of the employee. Employees shall not use hand-held mobile devices (such as cell phones) while driving and while on the clock. Texting while driving is

- expressly prohibited in Town vehicles or while on the clock.
- C. Employees must operate Town property in accordance with the Town's policies and procedures and ensure that all property is well maintained, clean at all times and used safely. Employees must receive advance approval and training before operating or using Town property.
  - D. Town vehicles, equipment, supplies, tools and uniforms shall not be used for unauthorized purposes.
  - E. Employees shall be responsible for the proper care and use of Town vehicles and equipment and shall report promptly any accident, breakdowns, or malfunctions so that repairs may be made.
  - F. Employees shall not dispose of Town property including sale, auction, disposal, etc., without the written prior approval of the Town Manager. The Town Manager shall adhere to the policy established for the sale of surplus property.
  - G. Town vehicles and equipment storage thereon shall be properly locked whenever the vehicle is left unattended.
  - H. Employees must report any hazardous or safety concerns regarding Town vehicles or equipment immediately. Supervisors receiving reports of vehicles or equipment in need of repair must facilitate the prompt inspection and repair of the vehicle or equipment.
  - I. Employees are responsible for Town issued cell phones and must replace any lost or damaged phones.

### SECTION 3: IDENTIFICATION CARDS

Identification cards may, at the discretion of the Town Manager, be issued to employees for use in the performance of official business for the Town such as identification to citizens when making an inspection or authorized purchase. Any use of the ID card for nonofficial business is prohibited.

The employee's Department or supervisor shall be notified immediately if an ID card is lost or stolen. Upon termination of employment, the ID card shall be surrendered to the employee's Department/Division Head.

### SECTION 4: PERSONAL BELONGINGS IN THE WORKPLACE

Generally, the Town is not responsible for the damage or loss of personal belongings in the workplace. Employees suffering damage or loss to personal belongings as a result of an on-the-job accident should report that immediately to their Department/Division Head. Determination of payment for costs incurred as a result of such accident shall be made by the Town Manager with the recommendation of the Department/Division Head. Such action will be determined on a case-by-case basis.

### SECTION 5: COMPUTER SYSTEMS, INTERNET, E-MAIL AND SOCIAL MEDIA

#### A. Computer Systems, Internet and E-Mail

The Town's Internet, Intranet and Electronic Mail and Computer Systems are intended to facilitate Town business objectives and communication among employees, residents and other governmental and business associates for messages, memoranda, research or other work-related tasks. Employees should refer to the Town's Information Technology Policy & Procedures for additional information regarding the Town's specific policies and procedures, that are not covered below; the Town's separate Information Technology Policy & Procedures will control in case of conflict.

Employees with computer internet access are permitted to use the internet for authorized Town business. Excessive use of the internet, which interferes with daily work functions, is prohibited and is subject to disciplinary action.

The internet, Intranet, Computer and E-mail systems are Town property and are intended for Town business. The systems are not to be used for employee personal reasons or personal gain or to access, support or advocate non-Town related business or purposes. All data and/or electronic messages created, received or transmitted within the system are the property of the Town. E-mail messages may need to be retained as public records depending on their content. If so, the Department of State Records retention schedules shall apply.

In addition, the Town through its managers and supervisors will review the contents of any employee's Internet/Intranet/E-mail communications when necessary for Town business purposes. However, employees may not intentionally intercept, eavesdrop, record, read, alter, or receive other people's Internet/Intranet/E-mail messages without proper authorization. Employees who misuse Internet/Intranet/E-mail privileges shall be subject to discipline up to and including discharge.

All Department Heads are responsible for the implementation and adherence of all Information Technology policies and procedures within their departments. Department Heads (or their designees) are encouraged to work with their department's entire staff toward that end.

Although confidential passwords are issued for use of Town systems, users will be aware that this does not suggest that the system is for personal confidential communication, nor does it suggest that access to and use of the Town's Internet/Intranet/E-mail is the property right of the employee. Passwords should be changed regularly to ensure security of the Computer and E-Mail system. Users should not share their password with anyone else, except for the Town's IT Department. The Internet/Intranet/Email systems are restricted to Town business related usage only.

Employees who access the Town's network or electronic files from remote locations are governed by the terms of this Policy and may not download the Town's electronic files to their own personal devices or other remote locations. Employees who are authorized to work on Town business either from home or remote locations must virus check any external drives or other media storage devices before using them on the Town's devices and/or network.

Incidental and occasional personal use of this equipment may be permitted, but information and messages stored in or transmitted through our system will be treated as business related and may be viewed by the Town at any time with or without prior notice.

All users of the Computer/Internet/Intranet/E-Mail system are subject to discipline pursuant to the Town's Personnel Rules and Regulations and all applicable State and Federal Laws.

Employees that are not located in private offices must log off the Town computer system when leaving their workstation for more than ten minutes. Only files approved by the Systems Administrator may be downloaded from the Internet. Employees may only load software approved by the Systems Administrator onto the Town computer system. If an employee receives an e-mail that is inappropriate for the workplace, he/she must immediately close the e-mail and advise the Systems Administrator in writing.

## B. Social Media, Social Networking and Blogging

The Town recognizes that its employees, residents and business associates may use online social networking, social media or other online venues for networking and discussion; however, the use of social media presents certain risks and carries with it particular responsibilities. The Town takes no position on an employee's decision to engage in social networking, social media, or to start or maintain a blog. However, it is the right and duty of the Town to protect itself from unauthorized disclosure of information.

In the rapidly expanding world of electronic communication, social media can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Town, as well as any other form of electronic communication.

The same principles and guidelines found in the Town's policies and three basic beliefs apply to an employee's online activities. Ultimately, employees are solely responsible for what they post online. Before creating online content, employees must consider some of the risks and rewards that are involved. Keep in mind that any posted conduct that adversely affects an employee's job performance, the performance of fellow employees or otherwise adversely affects the Town, its residents, people who work on behalf of the Town or the Town's legitimate business interests will not be tolerated.

While the Town does not intend to limit its employees' lawful use of social media, employee use of social media must be consistent with all of the Town's policies and procedures, as well as all applicable laws, rules and regulations. Approval by management is required for any online communication to be posted on behalf of the Town. If you participate in social media (work or personal), we encourage you to follow these guiding principles:

- Employee conduct that adversely affects their job performance, the performance of their co-workers or otherwise adversely affects clients, suppliers, people who work on behalf of the Town or the Town's legitimate business interests will not be tolerated.
- Employees may not post discriminatory or harassing remarks, threats of violence or similar inappropriate or unlawful conduct.
- Employees may not post statements, photographs, video or audio that could be reasonably viewed as malicious, obscene, threatening or intimidating, that could disparage the Town, its clients or business associates, or that might constitute harassment or bullying.
- Employees must be honest and accurate; if a mistake is made, it should be immediately corrected.
- Employees may not post information or rumors that are known to be false about the Town, its employees, clients, business associates or people working on behalf of the Town or its competitors.
- Employees may not post or otherwise disclose unlawful, private, or confidential information related to the Town, its employees or clients – private or confidential information is information protected by law or privilege.
- Employees may not represent themselves, the Town or the Town's residents or business associates in a false or misleading way.
- Employees must disclose their employment with the Town when posting information about the Town, its products or services. Employees must make it clear that the views and opinions they express about work-related matters are their own, and are not portrayed as being those of the Town; they may not claim to be a spokesperson for the Town. If the Town is a subject of the

content being created, employees must be clear and open that the views presented do not represent those of the Town, its employees, residents, business associates or those working on behalf of the Town. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the Town.”

- Employees may not use social media while on work time or on Town equipment or devices unless it is work-related.

Employees may not use Town email addresses to register on social networks, blogs or other online tools utilized for personal use.

Unless specifically instructed, employees are restricted from speaking on behalf of the Town. Employees are prohibited from disclosing such information to which employees have access through their Town position. However, nothing herein shall limit an employee’s right to express his/her opinions on matters of public concern related to a political, social or other non-personal concern in the community.

Bloggers and users of social media and networking sites are personally responsible for their commentary and may be held personally liable for commentary, media, or photography that is considered defamatory, obscene, proprietary or libelous by any offended party.

Employees are prohibited from posting recommendations of current or former employees, current or former vendors, or other persons related to Town business without written permission from their Department Head.

If the Town engages in social networking activities as an organization for a public purpose, all such communications by employees must maintain and reflect the Town’s standards of professionalism. Communications must strictly adhere to the Town’s policies regarding confidentiality and refrain from disclosure of information exempt and/or confidential under the public records laws.

The Town’s social media pages are subject to Florida’s public records law, which is broadly construed. Florida’s public records law extends to websites, blogs, and social media sites, including personal messaging.

The Town prohibits taking negative action against any employee for reporting a possible deviation from this Policy or for cooperating in any investigation.

Any exceptions to this Policy must receive prior approval from the Town Manager. Employees should refer questions regarding this Policy to the Town Manager.

### C. Waiver

By providing employees with computers and other electronic systems and devices to assist employees in performing their duties, the Town expects such systems and devices to be used solely for business purposes. However, limited or incidental personal use may be tolerated in keeping with Town policy. Regardless of the content, employees have no right to privacy regarding any information sent, received, created, accessed, obtained, viewed, stored, or otherwise found at any time on the Town’s systems. The hardware, software, and all communications, files, and records transmitted through and residing on those systems remain, at all times, Town property and may be monitored or viewed by the Town at its sole discretion, at any time, without consent from or notice to employees. Similarly, employees waive

any and all privileges with respect to any and all information, communications, files, and records transmitted through and residing on such systems.

#### D. Employer Monitoring

Employees are cautioned that they have no expectation of privacy while using the Internet through Town-owned or issued equipment. Employee postings can be viewed by anyone, including the Town.

The Town may monitor comments or discussions about the Town, its employees and residents posted by anyone on the Internet, including e-mail transmissions and all data and keystrokes stored or residing on Town systems, including those drafted by employees and any other person accessing Town equipment.

The Town may use content management tools to monitor, review or block content that violates the Town's policies.

### SECTION 6: INSPECTIONS

To maintain a work environment that is free of illegal and prohibited drugs, alcohol, firearms, explosives or other improper materials, the control, possession, transfer, sale or use of such materials on the premises and field areas is prohibited. The cooperation of all employees in administering this policy is required. Desks, computers and other storage devices may be provided for the convenience of employees, but remain the sole property of the employer. These storage devices, as well as any articles found within them, can be inspected by management or other Town representatives at any time, with or without prior notice.

The Town will not condone theft or unauthorized possession of the property of the employees, the employer, visitors or residents. To enforce this policy, the Town Manager or designee may inspect desks, packages, and persons entering and/or leaving the premises. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the premises. Employees further waive any and all rights and privileges with respect to any and all information, communications, files, and records located during an inspection. Generally, the Town will attempt to obtain employee consent before conducting a search or inspection, but may not always be able to do so.

Cooperation from employees may be requested in agreeing to conduct a search of personal property such as briefcases, purses, and packages brought onto a job site or Town facility, but is not required. Unattended, unidentifiable containers or packages may be subject to removal if thought to be of a suspicious nature. Employees may be asked or directed to move personal property, if the employee is unwilling to agree to a search. Refusal to comply may be grounds for disciplinary action.

All illegal items may be taken into custody and be given to law enforcement. Any refusal to submit to a lawful inspection for the presence of a weapon on Town property may result in disciplinary action up to and including termination.

This policy is interpreted in compliance with the "Preservation and Protection of the Right to Keep and Bear Arms in Motor Vehicles Act," Florida Statute Section 790.251, as amended from time to time.

A license to carry a concealed weapon or firearm lawfully issued under Florida Statutes does not authorize any person to openly carry a handgun or carry a concealed weapon or firearm into any meeting of the Town's Council, pursuant to Florida Statute Section 790.06 (12)(a)(7), or in violation of the above policy.

The Town does not assume responsibility for personal items brought into the office or onto any jobsite. If an employee becomes aware of any theft, misuse or unauthorized removal of Town property, he/she is directed to notify the Town Manager immediately.

## ARTICLE X: EMPLOYEE'S HEALTH AND SAFETY

### SECTION 1: GENERAL

The Town Manager, in cooperation with Department/Division Heads, shall be responsible for the development and administration of programs providing for the general health and safety of Town employees.

### SECTION 2: HEALTH AND SAFETY

A. All employees shall be responsible for performing work assignments in a safe manner. Prime consideration shall always be given to safety in all work situations.

B. Supervisors and Department Heads shall:

1. Be responsible for the establishment and implementation of appropriate safety standards within their respective activity areas, for periodically reviewing accident frequencies to determine and correct causes, and for identifying and correcting safety hazards.
2. Ensure that all new employees, including seasonal, temporary, and/or part-time employees are thoroughly advised, instructed, and supervised in necessary safety policies, practices, and procedures.
3. Implement and actively support the Town's safety program.
4. Arrange and conduct safety meetings, inspections and training sessions.
5. Provide and/or require necessary equipment to adequately protect the health and safety of employees.
6. Immediately investigate accidents and prepare all necessary forms for documentation and future prevention of on-the-job injuries and hazardous conditions.

C. All employees shall:

1. Be thoroughly familiar with and comply with safety requirements and practices applicable to their respective work assignments.
2. Wear appropriate safety and/or protective gear as applicable to the work assignment.
3. Actively report unsafe or potentially dangerous conditions and accidents or injuries to their supervisor immediately.

### SECTION 3: CLEAN INDOOR AIR POLICY

All individuals are prohibited from smoking vaping, and tobacco use in any enclosed indoor workplace at the Town in accordance with Florida law. Enclosed indoor workplaces include any place that is predominantly or totally bounded on all sides and above by physical barriers. Predominately generally refers

to coverage of more than 50%. Employees unsure of an acceptable location for smoking should consult their supervisor.

To ensure conformity to Florida's Clean Indoor Air Act, all Town owned/leased buildings and vehicles are entirely smoke-free and tobacco-free. Smoking, vaping, and tobacco use are strictly prohibited in all areas, including without limitation, vehicles, hallways, restrooms, private offices, open indoor workspaces, waiting/reception rooms, conference/meeting rooms, lobby, lunchrooms, and all indoor community areas under the Town's ownership or control.

Under this policy, smoking means inhaling, exhaling, burning, carrying or possessing any lighted tobacco product or any vapor generating device. "Tobacco products" include, but are not limited to cigarettes, cigars, chewing tobacco, and pipe smoking. Vapor-generating electronic device means any product that employs an electronic, a chemical, or a mechanical means capable of producing vapor or aerosol from a nicotine product or any other substance, including, but not limited to, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product, any replacement cartridge for such device, and any other container of a solution or other substance intended to be used with or within an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product. "Vape" or "vaping" means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance.

Employees who witness individuals smoking, vaping or using tobacco products in an enclosed indoor workplace must request the individual immediately extinguish the device and/or dispose of the product. If the employee is not comfortable confronting another employee or a citizen about the violation, he/she should immediately seek assistance from his/her supervisor or any member of management if the supervisor is unavailable.

To ensure a professional appearance, employees are also prohibited from smoking, vaping or using tobacco products on Town property while on paid time, except in designated areas. Smoking, vaping, and using tobacco products is prohibited in all Town vehicles.

## ARTICLE XI: PAYROLL INFORMATION

### SECTION 1: PAY PERIODS

Employee wages and salaries shall be payable on a bi-weekly basis. Pay checks shall be distributed only to the employee and not to members of his/her family or others unless the Town is so directed by the employee in writing. Employees who terminate their employment in the middle of the pay period shall be paid for the actual time worked during that pay period unless other arrangements are approved by the Town Manager. Terminated employees shall receive their final paycheck on the first regularly scheduled pay day which follows their date of termination.

### SECTION 2: WORKWEEKS AND WORK PERIODS

The Town's work week for regular employees runs from Wednesday to Tuesday. The workweek is used to measure hours worked for overtime purposes. In the case of employees engaged in law enforcement,

the work period of fourteen (14) days is used to measure hours worked for overtime purposes under the FLSA 7(k) exemption and in accordance with the applicable collective bargaining agreements.

### SECTION 3: MAINTENANCE OF TIME RECORDS

Employees are required to accurately record all hours worked on the daily time records. Employees must submit the daily time records to their Department/Division Head. Department/Division Heads shall maintain daily time records and shall furnish the Finance Department with payroll records for all employees under their supervision, duly certified for payment on the Tuesday of the week of check issuance, unless otherwise authorized. Department Heads shall review and sign their payrolls and shall report any irregularities to the Town Manager immediately. Salaried exempt employees will not be required to complete bi-weekly time sheets unless so instructed by the Town Manager.

Working off the clock is strictly prohibited. Any employee who is asked to work off the clock must immediately report the request to the Town Manager. Employees should consult their supervisors for additional information on timesheet completion.

### SECTION 4: ERRORS IN PAY AND SAFE HARBOR

Employees are responsible for reviewing their pay statements after each pay period to ensure there are no discrepancies in pay. Should an employee become aware of an overpayment or underpayment, the employee is responsible for reporting it as soon as possible directly to their Department Head and the Finance Department. It is the policy of the Town to seek payment for wage over payments and or shortfalls in accordance with the Fair Labor Standards Act and applicable state law. Employees will be notified of the correction and required deductions at the time the payment is determined. Payment arrangements may be established over a period of time unless lump sum wages are available.

Employees classified as exempt receive a salary intended to compensate them for all hours worked. This salary is established at the time of hire and is subject to change at any time during the term of employment in accordance with Town policies and practices. The salary is a predetermined amount that is not subject to deductions for variations in the quantity or quality of work performed, subject to certain statutory exceptions.

### SECTION 5: SHIFT DIFFERENTIALS

Shift differential pay has been established to financially reward employees who work non-traditional hours. Employees whose regular work schedule includes the afternoon or evening shift may receive an additional shift differential that will be discussed with eligible employees. Overtime compensation, if any, will be calculated on the employee's regular rate of pay, which includes any shift differentials.

### SECTION 6: GARNISHMENT OF EMPLOYEES SALARY

The Town will follow federal and state laws as it relates to any court ordered garnishment of an employee's salary or wages. The Town Attorney will review all garnishment papers and advise the Town Manager as to what the appropriate procedure is on a case-by-case basis.

### SECTION 7: CHANGE OF NAME, ADDRESS, MARITAL OR FAMILY STATUS

Employees shall report all changes in name, address, telephone number and any information that changes an employee's dependent insurance coverage or income tax withholding, including marital or family status

changes, to the Finance Department within seventy-two (72) hours. The Town is not responsible for any loss of benefits due to an employee's failure to report such changes.

## SECTION 8: LONGEVITY PAY PROGRAM

The Town's Longevity Program provides employees who have reached a certain number of years of employment at the Town and who are employed on the date of payment, with a lump sum payment. Longevity pay shall be paid in accordance with applicable laws and the current CBA.

# ARTICLE XII: TRANSFER, PROMOTION, DEMOTION AND RECLASSIFICATION

## SECTION 1: TRANSFER

When an employee is transferred, his/her rate of pay in the new position will be determined in the following manner:

- A. If an employee transfers into a position in a new department which is identical to his/her previous position, his/her rate of pay will remain the same.
- B. If an employee transfers into a position with a pay range lower than that of his/her previous position, his/her rate of pay will be established at the position in the pay range which is closest to his/her current pay rate. Note that a transfer into a lower classification may not be considered a demotion.

## SECTION 2: PROMOTION

When an employee is promoted, effective on the date of promotion his/her rate of pay in the new position will be adjusted to that step in the pay range for the new position which is closest to but greater than his/her rate of pay prior to promotion. Upon successful completion of the promotion introductory period, the employee may be considered for an increase in pay.

## SECTION 3: DEMOTION

When an employee is demoted, his/her rate of pay in the new position will be adjusted to a pay rate that is lower than his/her rate of pay in the former position.

## SECTION 4: RECLASSIFICATION

The Town Manager may, when he/she deems it appropriate, reclassify a position to a higher or lower grade within the Town's established pay grade system when the responsibilities of that position change to such a degree that the current classification is no longer appropriate.

# ARTICLE XIII: OVERTIME PAY AND COMPENSATORY TIME

## SECTION 1: OVERTIME PAY

### A. General Policy

Department Heads make every effort to maintain service level standards while keeping overtime use to a

minimum. However, when overtime is worked, the Town compensates employees for the overtime hours in accordance with applicable law.

### **B. Overtime Eligibility**

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the department head's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. All non-exempt employees shall be compensated for periods worked in excess of forty (40) hours worked per work week, at a rate of one and one-half (1 and ½) times their regular straight-time rate of pay. Overtime compensation is paid to non-exempt Police officers as detailed in the CBA. Any leave time used, with the exception of unscheduled sick time, shall be considered as time actually worked and shall constitute hours worked under the Fair Labor Standards Act for the purpose of calculating overtime. Failure to work scheduled overtime or working overtime without prior authorization from the supervisor may result in disciplinary action, up to and including discharge.

In lieu of overtime payments, the Town may elect to provide Compensatory Time Off to the non-exempt employees as further outlined in the section below.

Employees exempt from the overtime provisions of applicable law are expected, as part of their responsibility, to work in excess of forty (40) hours per week from time to time as required by special circumstances. Exempt employees do not receive overtime compensation or Compensatory Time Off relating to hours worked.

### **C. Employees Not Eligible for Overtime**

Generally, employees considered "exempt" from the minimum wage and overtime provisions of applicable law include those employees holding executive, administrative, learned professional, and outside sales positions, among others. Employees at the Town who are unsure of their status as an exempt or nonexempt employee should ask their immediate supervisor. Exempt employees are not eligible for overtime or Compensatory Time Off.

### **D. Prior Approval Required**

All overtime work must be approved by the Department Head or the Town Manager, or their designee prior to performing any overtime work.

## **SECTION 2: COMPENSATORY TIME OFF**

### **A. Defined**

In lieu of overtime compensation, a nonexempt employee may, at the employee's discretion, select to be compensated in paid time off from work in accordance with applicable law. The choice of overtime or compensatory time should be reached prior to the performance of the assigned overtime.

### **B. Accrual**

Compensatory Time Off shall be accrued at a rate equal to one and one-half (1 1/2) the number of hours actually worked in excess of 40 hours per workweek, or in the case of law enforcement, in excess of the maximum hours provision related to the designated work period.

While exempt employees do not earn or accrue Compensatory Time Off or overtime, the Town Manager, in his/her sole discretion, may grant other time off to exempt employees in recognition of extraordinary efforts such as storm events or other emergencies.

### **C. Record Keeping**

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and State laws require employers to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is the time actually spent on the job performing assigned duties.

Compensatory time earned and used shall be reported as a part of the employee's regular time sheet. Finally, employees using compensatory time shall complete a request for leave form and have that form submitted and approved by their Department Head prior to the use of the compensatory time. Employees should accurately record the time they begin and end their work each day by using the time sheets. They should also record the beginning and ending time of their lunch breaks or any departure from work for personal reasons. Tampering, altering or falsifying time records, or recording time on another employee's time record may result in disciplinary action, up to and including discharge. It is the employee's responsibility to certify the accuracy of all time recorded.

### **D. When Taken**

Accrued Compensatory Time Off may be taken by the employee at times mutually agreeable to the employee and the Department/Division Head.

### **E. Maximum Accrual**

Compensatory Time Off may be accrued up to an annual maximum of sixty (60) hours during any fiscal year for employees.

### **F. Pay Deductions**

All required pay deductions shall be withheld from any payments made to any employee thereunder. Questions concerning paycheck deductions should be directed to the Finance Department.

### **G. Termination of Employment**

Any employee leaving the Town service shall be compensated for compensatory time accrued and unused on the date of separation, up to the maximum cap of sixty (60) hours. at the employee's straight-time rate of pay or the average regular rate received by such employee during the last 3 years of the employee's employment, whichever is greater.

## **ARTICLE XIV: HOURS OF WORK, ATTENDANCE AND APPEARANCE**

### **SECTION 1: WORKING HOURS**

The Town's administrative offices are open for business from 8:00 a.m. to 4:00 p.m., Monday through Friday, except for official holidays. During said hours, employees will be entitled to one (1) paid hour for lunch, staggered, so that each department is covered at all times.

Exceptions to the above schedule may be requested by the Department Heads and established by the Town Manager in accordance with the special requirements of the respective departments. Furthermore,

the Town Manager may prescribe hours of work other than those specified, if circumstances require it. However, in no instance shall the hours in a work week be decreased without Town Commission approval.

## SECTION 2: REPORTING FOR WORK

Employees shall report promptly at their designated working place and shall devote their entire efforts during working hours to assigned duties. In the event that an employee is unable to report for work as scheduled, his/her supervisor must be notified by telephone or messenger within one (1) hour of his/her designated start time. In the event that the supervisor cannot be reached, the employee shall attempt to contact a different supervisor, a co-worker, or their supervisor's voice mail, in that order. Failure to properly notify as provided herein may result in denial of the use of accrued sick or vacation leave for that day's absence, in accordance with applicable law.

## SECTION 3: ABSENCE WITHOUT LEAVE

Unauthorized and unreported absences shall be considered absent without leave and may constitute grounds for dismissal.

## SECTION 4: EMPLOYEE HYGIENE AND PERSONAL APPEARANCE POLICY

The Town is committed to maintaining a professional, safe, and healthy work environment for employees, residents, and visitors. Employees are expected to maintain appropriate standards of personal hygiene, grooming, and appearance at all times while on duty or representing the Town.

### **General Standards**

Employees shall maintain a clean, neat, and professional appearance consistent with the essential functions of their position. This includes regular bathing, use of deodorant, clean clothing, and overall personal cleanliness. Employees will dress in a manner that supports the professional image the Town strives to maintain. Employees are expected to use good judgment in selecting attire appropriate to their assigned duties and avoid extremes in appearance that may interfere with job performance, safety, or public interaction.

### **Uniforms and Attire**

The Town provides uniforms for employees in designated departments, including Police, Sanitation, Maintenance, and Utilities. Employees in positions designated by the Town Manager or Department Head are required to wear assigned uniforms while on duty. Department Heads may wear either a Town-provided uniform (if applicable) or professional business attire.

Professional attire must be appropriate for a public workplace and may not include clothing that excessively exposes the midriff, upper thigh, undergarments, or cleavage. Clothing that is excessively tight, torn, or otherwise inappropriate for a professional setting is not permitted. Employees assigned primarily to indoor office positions are prohibited from wearing shorts.

Restrictions on visible facial tattoos and facial piercings may be enforced where job-related and consistent with business necessity, public-facing responsibilities, or safety considerations, and will be applied in a nondiscriminatory manner.

### **Failure to Meet Dress and Grooming Standards**

Employees who report to work out of uniform or in violation of this policy may be required to correct the issue, including being sent home to change, which will not be paid.

### **Casual Dress**

Fridays may be designated as casual dress days for office personnel; however, attire must remain neat and appropriate. T-shirts and torn or distressed jeans are not permitted.

### **Uniform Return and Payroll Deductions**

Upon separation from employment, employees must return all Town-issued uniforms and equipment. To the extent permitted by applicable law, the Town may deduct the reasonable cost of unreturned uniforms from an employee's final paycheck, provided such deduction does not reduce the employee's wages below the applicable minimum wage or otherwise violate wage and hour laws, and where authorized in advance in writing by the employee if required.

Employees should contact their supervisors for guidance regarding uniform return procedures.

### **Health and Safety Requirements**

Employees must comply with all applicable safety, sanitation, and health requirements related to their job duties. This includes adherence to required use of personal protective equipment (PPE), and department-specific protocols. Additional requirements may be established based on operational or regulatory needs.

### **Fragrance and Workplace Sensitivities**

Employees should be mindful of others in the workplace and limit the use of scented products where they may cause sensitivity or adverse reactions.

## **SECTION 5: ALTERNATE WORK SCHEDULE**

### **Policy**

The purpose of this policy is to provide alternative working arrangements for eligible employees, recognizing that in certain circumstances, it is practical, efficient, cost-effective, and advantageous. This policy is designed to promote work-life balance, enhance productivity, and provide flexibility to employees while maintaining the quality of services provided by the Town. This policy does not apply to requests for a reasonable accommodation. Employees requesting to work an alternate work schedule or remote work as a reasonable accommodation should follow the Town's procedures on requests for a reasonable accommodation as outlined in the Town's Personnel Rules and Regulations.

### **Eligibility**

Employees must also have approval from their Department Director and the Town Manager or designee. Additionally, alternate work schedule arrangements are only available to employees who have successfully completed their introductory period. Permission to work an Alternate Work Schedule is at the Town's sole discretion and can be withdrawn at any time for any reason and without prior notice.

**Approval Process**

To request an alternate work schedule, employees must complete an Alternate Work Schedule Request form and obtain approval from their Department Director and the Town Manager. Alternate work schedules will be approved on a case-by-case basis, considering the employee's length of service with the Town, the nature of the employee's job duties, the employee's work performance, and the impact the schedule change will have on the employee's department and the Town. The Town may grant or deny requests in its sole discretion.

**Accrual of Paid Time Off**

Employees who are permitted to work an alternate work schedule continue to accrue vacation time and sick time in the same manner as they did when working standard work hours in accordance with the Town's Personnel Rules and Regulations.

**Communication and Collaboration**

Employees must maintain regular communication with their supervisors, colleagues, and residents to ensure that they are up to date on projects, assignments, and other job-related activities. Employees are expected to participate in virtual meetings and collaborate with their colleagues using the organization's approved communication and collaboration tools.

**Equipment and Expenses**

Employees are responsible for creating a productive and safe workspace that is free from distractions and interruptions. The Town will provide employees approved to work remotely with a laptop computer, but employees will be responsible for providing any other equipment, including a phone and internet connection, and all costs associated with same. The Town will not reimburse employees for any expenses incurred while working remotely. Employees must comply with the organization's policies and procedures for the use of equipment, software, and data security.

**Compliance**

Employees must comply with all applicable laws, regulations, and policies, including those related to data privacy and confidentiality. Employees must also comply with the organization's policies and procedures related to remote work, including those related to equipment use, security, and data protection.

Employees must continue to perform all job duties and responsibilities at a satisfactory level. Failure to do so may result in the employee being required to return to a standard schedule, disciplinary action, or both, in the employer's sole discretion.

**Workers' Compensation**

All employees, including those working remotely, are required to timely report job-related injuries. In the event of a job-related injury occurring during work hours, employees should report the incident to their supervisor as soon as possible, following the procedures outlined in the Town's Personnel Rules and Regulations. Workers' compensation does not apply to injuries to any third parties or members of the employee's family on the employee's premises.

**Termination**

Working an alternate work schedule is a privilege and not an employee right. The Town may revoke such privileges at any time for any reason without prior notice, including but not limited to, changes in job duties, performance issues, or changes in the Town's needs.

## SECTION 6: LACTATION/BREASTFEEDING BREAKS

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided with reasonable break times as needed to express breast milk for her baby. The Town will designate an appropriate room for this purpose. A small section in the refrigerator will be reserved for the specific storage of breast milk. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering. Nursing mothers wishing to use this room must request/reserve the room by contacting the Town Manager. Additional rules for use of the room and refrigerator storage may be provided. The location provided shall not be a bathroom and will be shielded from view and free from intrusion from coworkers and the public during use. Break times will be compensated or uncompensated in accordance with applicable wage and hour laws.

Employees who are not provided with an appropriate place to express milk must notify the Town Manager and the Town will rectify the situation within ten (10) calendar days if it is determined the space is noncompliant. The Town will not retaliate against any employee for making requests to use a proper place to express breast milk during work hours.

## ARTICLE XV: PERSONNEL FILES

### SECTION 1: RESPONSIBILITY FOR MAINTENANCE

The Town Clerk shall maintain personnel files for all inactive employees until the dates prescribed in Florida's records retention schedule. The Finance Department will maintain the personnel files of all active employees. These files shall generally contain the complete history of each employee during employment by the Town and include a confidential medical file. These files shall consist of, but not limited to, dates and records of sick leave, injuries, vacation, commendations, reprimands, performance evaluations, accidents, or damage involving Town property, education and special training received at the Town's expense. Access to an employee's personnel file shall be limited to the employee, the employee's Department Head, the Town Manager, and such personnel as the Town Manager may designate or as otherwise authorized by law.

### SECTION 2: RECORD OF ACTION

All appointments, separations and other personnel transactions involving any or all Town departments shall be made on forms designated by the Town Manager. No transactions will be completed until the appropriate forms have been submitted to, and approved by, the Town Manager. Such records shall be maintained in the employee's personnel file.

### SECTION 3: PUBLIC INFORMATION

Personnel files and their contents are generally open for inspection and copying by the public under Florida's Public Records laws at reasonable times during regular work hours and in accordance with such procedures as the Town Manager may prescribe. However, some information contained within the personnel file may be confidential or exempt from disclosure in keeping with applicable law, such as: medical information, social security numbers, and bank account numbers. The Town Attorney will provide

guidance on disclosure of information contained within personnel files when requested by the Town Manager or Town Clerk.

## SECTION 4: INSPECTION

The Town shall, upon an employee's request which shall be in writing on a Request to Review Personnel File form supplied by the Town, permit the employee, to inspect any personnel file which is, has been or is intended to be used in determining that employee's qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action, except as provided herein or as otherwise authorized by law.

## SECTION 5: COPYING FILES

After the review time provided, an employee may obtain a copy of the information or part of the information contained in the employee's personnel file. The Town will provide one copy for free, and the Town will charge a fee of fifteen cents (\$0.15) per page for providing an additional copy of such information.

## SECTION 6: EMPLOYEE STATEMENT

If the employee disagrees with any information contained in his/her personnel file, the employee may submit a written statement explaining the employee's position. The Town shall attach the employee's statement to the disputed portion of the personnel file. The employee's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is a part of the file. The inclusion of any written statement attached in the record without further comment or action by the Town shall not imply or create any presumption of Town agreement with its contents.

## SECTION 7: REMOVAL OF DOCUMENTS

Employees are prohibited from removing any items from the personnel files. This prohibition is mandatory to ensure that all records are maintained for the appropriate retention period under the retention schedules implemented by the State of Florida and followed by the Town.

# ARTICLE XVI: EMPLOYEE DEVELOPMENT AND WELFARE ACTIVITIES

## SECTION 1: EMPLOYEE DEVELOPMENT AND TRAINING

The Town Manager and Department Heads may foster and promote programs of in-service training of Town employees for the purpose of improving the quality of employee services rendered to the Town and to help employees prepare themselves for advancement in the Town's service. If an employee receives special training or education that involves a financial cost to the Town, the employee must complete the Town's Training Repayment Agreement.

## SECTION 2: TYPES OF TRAINING

The following types of training may be offered to employees at the discretion of the supervisor and the Town Manager at the Town's expense. Training may be recommended by Department Heads and approved by the Town Manager prior to registration. Recommendation and approval, if given, shall be made in

accordance with the criteria set below. No reimbursement or advance payment for training expenses shall be made without such approval. Employees who wish to take advantage of training should speak with their Supervisor or Department Head.

**A. Recruit training.**

Formal training programs which must be completed during the introductory period following original appointment as a prerequisite to continued employment.

**B. In-service training.**

Training conducted during working or non-working hours on an individual or group basis to improve skill performance, introduce new techniques, and/or keep abreast of developments in the employee's field.

**C. Specialized training.**

Attendance of vocational, technical, or professional training programs directly related to service functions.

### SECTION 3: EDUCATION REIMBURSEMENT POLICY

The Town may, within budgeted funds, reimburse employees for approved tuition costs toward undergraduate or graduate degrees that will improve and enhance their skills, performance, knowledge and competencies applicable to their position at the Town. Eligible employees must complete the Town's Education Reimbursement Authorization Form and Agreement, a copy of which can be obtained from the Finance Department.

### SECTION 4: MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

Town employees are encouraged to affiliate with, and the Town may pay the membership fees for professional organizations or societies for which they qualify by education or training provided that such affiliation produces observable benefits for the Town and such affiliation is authorized by the Town Manager.

### SECTION 5: PROFESSIONAL LICENSES

Certain positions require that employees hold specific licenses and certifications. These positions include but are not limited to: State required Police certificates; Dispatchers-required FCIC and 911 certificates; Water Plant Treatment Operator Licenses. Employees in these positions are responsible for securing and retaining any required certifications. License and certification guidelines are available through supervisors.

The Town shall pay the cost of all federal and state license registration and certification fees required by the employee's position.

### SECTION 6: MILEAGE REIMBURSEMENT

Any employee utilizing his/her private vehicle for Town business as approved by the Department Head or the Town Manager shall be entitled to reimbursement in accordance with the Internal Revenue Service's established rate.

## ARTICLE XVII: PERFORMANCE EVALUATIONS

Supervisors shall conduct regular performance reviews to evaluate an employee's work. In addition, supervisors shall routinely observe employee effectiveness. Performance reviews provide employees with

an opportunity to talk about their job, their performance on the job, and their job goals, as well as to discuss any suggestions, questions or complaints. Employees will be reviewed near the completion of the introductory period and annually thereafter.

Performance reviews are an evaluation and planning tool for both supervisors and employees and do not necessarily result in pay increases. The amount of any raise is discretionary and depends on several factors, including but not limited to, the employee's performance review.

All employees, including nonexempt, exempt, sworn and non-sworn personnel, shall be evaluated by their supervisors between August 1st and September 30th of each year. This does not preclude more frequent evaluations, which may be prepared by the supervisor or Department. Based on the employee's overall performance, as indicated on the annual evaluation, employees may be considered for an annual raise if they receive a minimum of "Meets Expectations." In no event shall any pay rise result in a retroactive payment to the employee.

An employee who receives an annual performance evaluation with an overall rating of less than "Meets Expectations" may be placed on a Performance Improvement Plan or PIP. Generally, PIPs are implemented for a six (6) month period but may vary depending on the nature of the performance issues. Employees placed on a PIP will not be eligible for annual raises until successful completion of the PIP. Employees who successfully complete the plan may be retained in their position. Employees unable to complete the plan may be subject to termination, transfer, or demotion.

All employees placed on a PIP are subject to termination for failing to meet the requirements of the plan, failing to improve performance to a satisfactory level, or for experiencing other conduct, disciplinary, or performance issues during the course of the Plan.

All new employees will undergo an evaluation just prior to the end of their Introductory Periods. The evaluation will be scheduled two weeks prior to the end of the 90-day introductory period and will be conducted by the employee's direct supervisor. The supervisor will complete the evaluation form and meet with the employee to discuss the results. The supervisor will provide feedback on the employees' strengths and areas for improvement. The employee will be given an opportunity to respond and discuss any concerns they may have.

Each department supervisor shall prepare and record on forms prescribed by the Town Manager, evaluations of the performance of all full-time and part-time employees.

## ARTICLE XVIII: HOLIDAYS & PERSONAL DAYS

### SECTION 1: DEFINED

The following Holidays are generally paid holidays for all full-time employees as approved by the Commission or amended by the Commission from time to time:

New Year's Day  
Martin Luther King Jr. Day

Columbus Day  
Veterans Day

Presidents Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day

Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day

Holiday pay is calculated based on the employee's straight-time pay rate as of the date of the holiday. Police Officers holiday pay is in accordance with the PBA contract

Employees on a leave of absence without pay, a suspension, or in any non-pay status on the day the holiday falls are not eligible for holiday pay.

Regular full-time employees will receive a regular day's pay for each holiday. Regular part-time Temporary and Seasonal employees are not paid for holidays.

## SECTION 2: HOLIDAYS FALLING ON WEEKENDS

If a recognized holiday falls on a Saturday, the designated holiday shall be on the previous Friday. If a recognized holiday falls on a Sunday, the designated holiday shall be on the Monday following the holiday.

## SECTION 3: ACCUMULATION OF PERSONAL DAYS

In addition to paid holidays, regular full-time employees shall also be entitled to three (3) personal days off each fiscal year depending upon their hire date. These personal days shall be scheduled days off, with pay, as approved by the Department Head or designee.

On October 1<sup>st</sup> of each year, personal days will be added to each employee's personal leave bank. During the initial year of employment, personal days will be prorated based on hire dates. Employees starting to work between October 1 and December 31 may take three (3) personal days during that fiscal year. Employees starting to work between January 1 and March 31 may take two (2) personal days during that fiscal year. Employees starting to work between April 1 and June 30 may take one (1) personal day for the fiscal year. Employees starting to work between July 1 and September 30 shall receive no personal days for that fiscal year. All unused personal days will be forfeited at the end of the fiscal year.

Pay for personal days is calculated based on the employee's straight-time pay rate as of the date of the day taken. Police Officers are paid for personal days in accordance with the PBA contract.

Regular part-time, Temporary and Seasonal employees are not eligible for personal days.

## SECTION 4: HOLIDAY PAY

In some cases, due to departmental requirements, employees may be scheduled to work on a holiday. Shift employees receive holiday pay if they are not normally scheduled to work the holiday. Alternatively, the Town Manager may approve any employee, including Department Heads, to take a future day off in lieu of receiving holiday pay for a holiday he/she is required to work. To be eligible to receive holiday pay, employees must work the scheduled workday before and the scheduled workday after the holiday, be on a pre-approved vacation, personal day(s) or be out on authorized sick leave.

Non-exempt employees who work on a designated Town holiday will receive holiday pay in addition to compensation at one and one-half (1.5) times their regular rate of pay for all hours worked on the holiday and overtime if applicable.

Paid time off for holidays or personal days will be counted as hours worked for the purpose of determining overtime.

Employees who are on an unpaid leave of absence or unpaid disability leave shall not be entitled to holiday pay or an additional day off with pay.

## SECTION 5: TOWN MANAGER DISCRETION

The Town Manager will determine when, and if, any department or operation will be closed other than the defined holidays as listed in Section 1.

## SECTION 6: SICK LEAVE BEFORE OR AFTER A HOLIDAY

When an employee calls in sick the day before or the day after a holiday, the Town Manager may require documentation from the employee's health care provider to confirm the legitimacy of the illness prior to payment being made.

# ARTICLE XIX: VACATION LEAVE

## SECTION 1: OBJECTIVE

Vacations are provided for the recreation and relaxation of Town employees, and employees are encouraged, if working conditions permit, to take a leave on an annual basis. All vacation leave requests must be approved, in advance of the leave, by the employee's Department Head. Full Time employees are provided vacation leave as more specifically outlined below.

## SECTION 2: ANNUAL VACATION LEAVE

Every non-exempt employee holding regular status position may use accrued vacation leave after conclusion of the introductory period or as approved by the Town Manager. Vacation accrual is calculated based upon paid hourly earnings up to a maximum of 80 hours bi-weekly for persons working a 40-hour workweek. Pro-rated accruals are calculated for a person working less than 80 hours per pay period. Vacation pay is calculated based on the employee's regular rate of pay in effect when vacation benefits are used. Vacation benefits for salaried employees are based on their normal wages. Vacation granted may not exceed the total amount accrued to an employee at the start of the bi-weekly pay period.

Non-exempt employees begin to accrue vacation leave upon employment and are eligible to take vacation leave after the successful completion of the introductory period or as approved by their Department Head or designee. Such vacation leave shall be based on anniversary dates and granted as follows:

- A. Beginning the first day of employment, employees accrue 10 working days of vacation leave each year.
- B. Beginning year six (6) (at the end of year five (5)), employees accrue 15 working days of vacation leave each year.

- C. Beginning year eleven (11) (at the end of year ten (10)) employees accrue 20 working days of vacation leave each year.
- D. The following chart reflects the accruals for a 40 hour per week employee. Police Officer accruals are outlined in the CBA.

Non-Exempt Employee Accrual Chart

<b>Years of Service</b>	<b>Leave Days Per Year (8 hour day equivalent)</b>	<b>Maximum Hours Earned Per Pay Period</b>	<b>Accrual Per Hour</b>
0 through 5	10	3.080	.0385
6 through 10	15	4.616	.0577
11 and over	20	6.160	.0770

Every exempt employee begins accruing vacation upon employment and is eligible to take vacation leave after the successful completion of the introductory period or as approved by the Town Manager or designee. Such vacation leave shall be based on anniversary dates and granted as follows:

- A. Beginning the first day of employment, employees accrue 15 working days of vacation leave each year.
- B. Beginning year three (3) (at the end of year two (2)), employees accrue 20 working days of vacation leave each year.
- C. Beginning year eight (8) (at the end of year seven (7)), employees accrue 25 working days of vacation leave each year.
- D. The following chart reflects the accruals for an Exempt employee.

Exempt Employee Accrual Chart

<b>Years of Service</b>	<b>Leave Days Per Year (8 hour day equivalent)</b>	<b>Maximum Hours Earned Per Pay Period</b>	<b>Accrual Per Hour</b>
0 through 2	15	4.616	.0577
3 through 7	20	6.160	.0770
8 and over	25	7.692	.0961

- E. Exempt employees may be awarded additional time off at the discretion of the Town Manager.

Part time, Temporary, and seasonal employees do not accrue vacation leave.

### SECTION 3: MAXIMUM ACCUMULATION

A maximum of 400 hours can be carried over on September 30<sup>th</sup> of each fiscal year. However, an employee can accumulate more than four hundred (400) hours of vacation within a given fiscal year, provided the

employee makes arrangements with his/her Department Head to use the overage by the end of the fiscal year. Accruals of leave in excess of four hundred (400) hours at the end of the fiscal year shall be forfeited by the employee.

#### SECTION 4: USE OF ACCUMULATED LEAVE

Approval for vacation leave shall be determined by the Department Head with due regard to the wishes of the employee and to the needs of the department. All vacation schedules shall be arranged at least seven (7) days in advance of the anticipated leave and approved by the Department Head. In case of emergency, the Department Head may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and, if necessary, may call back an employee from a vacation in progress. If an employee is called back from vacation for an emergency, the Town will reimburse, at current IRS rates, the employee for reasonable travel expenses.

#### SECTION 5: ACCUMULATION DURING LEAVE

Credit for vacation leave shall not accumulate during any leave of absence without pay. Vacation leave shall continue to accumulate during a leave of absence with pay or during an authorized vacation leave. With regard to accumulation during a worker's compensation leave, refer to the worker's compensation policy contained in this manual.

#### SECTION 6: HOLIDAYS DURING VACATION LEAVE

Whenever a paid holiday falls during an authorized vacation leave, the employee's leave on the date of the paid holiday shall be considered a holiday for payroll purposes and shall not be charged to the employee's accumulated vacation leave.

#### SECTION 7: PAYMENT OF VACATION LEAVE UPON TERMINATION OF EMPLOYMENT

Any non-introductory employee, who has worked for the Town at least 12 consecutive calendar months, is in good standing, and is leaving voluntarily, shall be compensated for vacation leave accrued and unused at the date of termination of employment, up to a maximum of 400 hours of vacation at the employee's current pay rate. Employees in "good standing" for purposes of vacation leave payout shall include employees who resign with a minimum 14 days' notice or 21 days for department heads or are laid off.

### ARTICLE XX: LEAVES OF ABSENCES

#### SECTION 1: JURY DUTY

Employees are encouraged to fulfill their civic responsibilities by serving jury duty when required. If a regular full-time employee is required to serve jury duty beyond 10 working days, he/she may use vacation benefits or may request an unpaid jury duty leave of absence. Part-time and temporary employees do not qualify for paid jury duty leave. Regular full-time employees qualify for paid jury duty leave and will receive their regular straight-time pay for the term of the leave up to 10 working days.

An employee may request time-off for jury duty by showing the jury duty summons to their department head as soon as possible so that the department head may make arrangements to accommodate the employee's absence. A copy of the jury summons must be provided to the Accounting Clerk. The

employee is expected to report for work whenever the court schedule permits. An attendance slip must be obtained from the court verifying actual dates of service.

Insurance benefits will remain in effect and unchanged for the full term of the jury duty absence. Accrual for benefits calculations, such as vacation or holiday benefits, will not be affected during unpaid jury duty and court time off.

If an employee is released from jury duty more than four (4) hours before the end of their scheduled work shift that employee must report to work that day or be charged for a day off of work.

## SECTION 2: COURT APPEARANCES

### A. Job Related

Employees required to appear in court for job related purposes shall be considered on-duty with the Town and shall receive compensation in salary and benefits equal to that associated with the employee's regular duty. Transportation expenses will be reimbursable based on the provisions of these personnel rules and regulations. Any monies received for court appearances or subpoena fees will be forwarded to the Town Finance Department for deposit into the general fund of the Town. Under no circumstances may an employee keep subpoena or court appearance fees and receive compensation from the Town.

### B. Non-Job Related

Paid Jury Duty Leave does not apply to employees who are summoned to court as witnesses in non-work related or personal legal actions unless the employee is the victim of a criminal offense or subpoenaed to attend a proceeding as a witness.

Employees subpoenaed to court for any reason unrelated to their employment with the Town, for example, divorce proceedings, custody suits, personal injury suits, inheritance suits, bankruptcy, traffic violations, etc., or for criminal suits. Cases where the incident or cause of action is work-related, but affects the employee in a personal way, such as when the employee is in court as the defendant in an incident that occurred at work (other than an in Line of Duty incident) or when the employee is at a hearing (e.g., workers' compensation for his/her own case) as the grievant or petitioner in a matter that stemmed from an action related to him/her, may use vacation time, compensatory time or personal holidays as compensation for their time.

## SECTION 3: DOMESTIC OR SEXUAL VIOLENCE LEAVE

In keeping with applicable Florida law, the Town provides unpaid leave to eligible employees who are victims of domestic violence or sexual violence. An employee is eligible for such leave if: he/she has completed 3 months of employment with the Town; the employee or a family or household member of an employee is the victim of domestic violence or sexual violence; and the leave is sought for a specific reason related to domestic violence or sexual violence. An eligible employee may take up to 3 working days of leave within a "rolling" 12-month period, measured backwards from the date of any leave.

For purposes of this Policy, "family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

An employee may take leave under this Policy to:

- Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating, or sexual violence.
- Obtain medical care or mental health counseling for the employee, or a family or household member to address physical or psychological injuries resulting from domestic violence.
- Obtain services from a victim services organization for the employee or family or household member.
- Make the employee's home secure from the perpetrator of domestic violence or seek new housing to escape the perpetrator.
- Seek legal assistance to address issues arising from domestic violence or prepare for and attend court-related proceedings arising from domestic violence.

An employee should speak with Department head or Town Manager as soon as he/she becomes aware that he/she may need to request leave under this Policy. The Town will keep all information relating to an employee's request for such leave confidential except as required by federal or state law or as necessary to protect an employee's safety in the workplace. Except in cases of imminent danger to the health and safety of the employee or the employee's family or household member, an employee should provide advance notice of his/her need for leave. The Town may require employees to provide appropriate documentation of the need for leave, *e.g.*, court documents or a doctor's note.

When leave is taken, the Town will first substitute for unpaid leave any accumulated paid leave (*e.g.*, vacation leave), which will be charged against the employee's outstanding unpaid domestic violence or sexual violence leave entitlement.

## ARTICLE XXI: SICK LEAVE

### SECTION 1: ACCUMULATION OF SICK LEAVE

Paid sick leave benefits are provided for all regular full-time employees. Sick leave begins accruing upon employment and employees are eligible to take sick leave after successful completion of the introductory period or as approved by the Department Head, Town Manager or designee.

Sick leave accrues at the rate of .0500 hours for each hour, paid up to a maximum of 80 hours bi-weekly. Pro-rated accruals are calculated for less than 80-hour pay periods.

Sick leave shall not be accrued when an employee is on leave without pay status in any pay period.

### SECTION 2: USE OF SICK LEAVE

Employees who are unable to report to work due to an illness or injury must notify their supervisor one (1) hour or more prior to the scheduled start of their workday. The supervisor should be contacted each additional day of absence. Employees are eligible for sick leave benefits upon completion of 90 days of employment.

Sick leave may be used for the following purposes only:

1. Personal illness or non-job-related injuries;
2. Doctor or dentist appointment for employee which cannot reasonably be scheduled for a time outside of the employee's normal work schedule;
3. Illness to an employee's spouse, child or parent which mandates that the employee be present to care for their relative or take their relative to a necessary medical appointment when no other means of transportation is available or appropriate.
4. Supplement pay up to his/her or her full-time regular base pay compensation if that employee is receiving worker's compensation benefits and unable to work due to an on-the-job injury.

### SECTION 3: MEDICAL CERTIFICATE

A medical certificate may be required as evidence of an employee's illness or any injury that prevents attendance at work for any period of time longer than three (3) calendar days. Also, a medical release may be required before the employee is returned to work. A medical certificate required by a Department shall consist of a written statement by a qualified, licensed physician indicating:

- Any limitations which may need to be accommodated
- The employee has been examined by the physician during the period of absence.
- The dates on which the employee was physically incapacitated from work.

### SECTION 4: FULL USE OF SICK LEAVE

An employee who has used all accrued sick leave benefits may be allowed to use available vacation, compensatory time, personal holidays in order to maintain earnings without interruption.

### SECTION 5: PAYMENT OF SICK LEAVE UPON SEPARATION FROM EMPLOYMENT

Upon resignation, retirement or permanent disability, employees who have a minimum of two (2) years of continuous employment with the Town, shall be paid for the accrued, unused sick time balance as follows:

Employees who are not covered by a collective bargaining agreement:

- With 2-5 years of service: 30% conversion, not to exceed 80 paid hours
- With 5-10 years of service: 40% conversion, not to exceed 80 paid hours
- With over 10 years of service: 50% conversion, not to exceed 80 paid hours

Employees who are terminated involuntarily, whether due to misconduct, budget cuts or general layoffs, are not eligible for payment of sick leave.

### SECTION 6: SICK LEAVE INCENTIVE PROGRAM

Employees who are not covered by a CBA:

On September 1 of each year, and subject to the availability of budgeted funds, employees who have been employed by the Town for a minimum of one (1) year and have a minimum of 104 hours of accumulated and unused sick leave are eligible to participate in a "sick leave incentive program,"

provided the employee has not been disciplined for tardiness or absenteeism during the twelve month period immediately preceding September 1. The employee may then elect to convert up to 40 hours of accumulated unused sick leave to additional pay on the employee's last regular paycheck in that fiscal year. It is the sole responsibility of the employee to complete and submit the Sick Leave Incentive Form to the Finance Department by September 1 each year. Employees who fail to submit the form by the deadline will no longer be eligible to convert and receive pay for that fiscal year.

Pay is calculated based on the employee's regular rate of pay in effect when sick leave benefits are converted.

## SECTION 7: FAMILY AND MEDICAL LEAVE

The Family and Medical Leave Act of 1993 (FMLA) entitles eligible employees of covered employers to take unpaid, job and benefit protected leave for specified family and medical reasons.

### Covered Employers

The FMLA only applies to employers that meet certain criteria. A covered employer is a:

1. Private-sector employer, with 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including a joint employer or successor in interest to a covered employer.
2. Public agency, including a local, state, or Federal government agency, regardless of the number of employees it employs; or
3. Public or private elementary or secondary school, regardless of the number of employees it employs.

Eligibility for FMLA Leave: Only eligible employees are entitled to take FMLA leave. Employees are eligible for FMLA leave if they:

1. Work for a covered employer.
2. Have worked for the employer for at least 12 months.
3. Have worked at least 1,250 hours for the employer during the 12 calendar months immediately preceding the request for leave; and
4. Are employed at a work site that has 50 or more employees within 75 miles.

Employees with any questions regarding the FMLA should contact the Town Manager or review the Notice, "Your Employee Rights Under the Family and Medical Leave Act" attached to this manual. While the Town may not always employ 50 employees, it will provide leave to eligible employees under the FMLA.

## ARTICLE XXII: OTHER TYPES OF LEAVE

### SECTION 1: MILITARY LEAVE

Town employees who serve in the Florida National Guard, the United States Armed Forces, and the Armed Forces Reserves shall receive those benefits and rights as provided by applicable federal and state laws.

### SECTION 2: BEREAVEMENT LEAVE

- A. All regular full-time and part-time Town employees are eligible to receive paid Bereavement leave for up to five (5) days for the death of an immediate family member. The employee should notify his/her or her department head immediately. This leave shall not be counted against any other leave. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation.
- B. To be eligible for Bereavement leave, the deceased must be a member of the employee's immediate family. Immediate family members include spouse, domestic partner, children, step-children, foster children, brother, sister, brother or sister of a spouse, parents, step-parents, spouse's parents, grandparents and grandchildren or great-grandchildren, or as otherwise determined appropriate by the Town Manager.
- C. The Town Manager may require, at their discretion, proof of death for the granting of leave. A printed obituary from a newspaper will serve as proof of death.
- D. Department Heads, in conjunction with the Town Manager, will determine the appropriate length of time to allow for leave if more than five (5) days are needed. If additional time is needed above what is granted, an employee may choose to use accrued vacation time, compensatory time or personal holidays to cover the remaining time or take unpaid time off.

### SECTION 3: EMERGENCY LEAVE

- A. Refer to the Town's Emergency Plan Manual for additional information regarding emergencies.

## ARTICLE XXIII: RETIREMENT

The Town has created the Town of Manalapan General Employees' and Police Officers' Retirement Fund (the "Fund"), and regular full-time employees are included in this defined benefit program. The Fund has benefits as provided in the Town's Code of Ordinances which governs the Fund. The Fund is referenced in Title III, Chapter 31, Section 31.17, Town of Manalapan Code. The Town's retirement plan shall be subject to and governed by all applicable provisions of the Town's existing rules and regulations and all applicable provisions of law.

The Town also maintains other plans to assist employees with retirement. These plans are provided in accordance with the Plan documents in effect and as amended from time to time. The Plan may allow contributions to be made by the employee, the Town, or both as more specifically set forth in the Plan documents. The information below is a summary and any difference between the benefits offered under the Plan(s) and this summary are governed by the Plan documents. Employees may request information about these Plans from the Finance Department or the Town Manager. Certain eligibility requirements may apply.

A non-contributory deferred Section 457 compensation plan is available that allows employees to save for retirement on a pre-tax basis. Participants make 100 % of the contributions.

A 401-A Retirement Savings Plan is available for full-time regular employees following the completion of six (6) months of employment, unless otherwise stated in the CBA. The Town shall match up to the amount set forth below for employee contributions made per year in accordance with applicable laws and the current CBA contract, in any established 457 plan or 401A plan, established by the Town.

Tenure as Full-Time Employee	Town 457 Maximum Match
Completion of Introductory Period to 5 years	\$5,000.00 annually
6 years to 10 years	\$7,500.00 annually
11 years +	\$10,000.00 annually

Employee contributions are 100% vested immediately. Town contributions added to employees 401A account are vested according to the following schedule:

<i>Years of Participation</i>	<i>Percent Vesting</i>
1	10 %
2	25 %
3	50 %
4	75 %
5	100 %

Plan benefits and terms are subject to change from year to year so employees should refer to Plan documents for details.

## ARTICLE XXIV: SEPARATION

### SECTION 1: TYPES OF SEPARATION FROM EMPLOYMENT

#### **A. Resignation**

An employee wishing to voluntarily terminate Town employment in good standing shall file with his/her Department Head a letter of resignation stating the reason or reasons for the resignation not less than fourteen (14) calendar days prior to termination date. Department Heads should endeavor to provide a minimum of twenty-one (21) days of notice. Failure to comply with the requirement may be cause for denying future employment with the Town. At the option of the Town, up to two weeks' payment in lieu of notice may be provided to an employee who has provided such written notice of resignation.

The Department Head shall immediately route any letter of resignation to the Town Manager's office where it will become part of the employee's personnel file. The Department Head, with the approval of the Town Manager, may agree to permit a shorter period of notice due to extenuating circumstances.

#### **B. Involuntary Termination**

Employees may be terminated from Town employment without cause or prior notice in accordance with applicable laws. Employment is at-will, and nothing in the Employment Rules and Regulations alters the employment-at-will relationship, nor does it create an express or implied contract between employees

and the Town for any specified period of employment. Just as employees have the right to resign at any time for any reason, likewise, the Town also may terminate employment at any time for any reason, with or without cause, with or without prior notice or with or without prior disciplinary action. However, if this provision conflicts with a written employment agreement signed by the Town Commission or provisions of a collective bargaining agreement, the provisions of the employment agreement or collective bargaining agreement will control with respect to such conflict.

### C. Job Abandonment

Employees who fail to report to work or fail to contact their supervisor for two (2) consecutive workdays or shifts shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the second day. The supervisor shall notify the Town Manager at the expiration of the second workday and initiate the paperwork to separate the employee. Employees who abandon their jobs are deemed to have resigned and are ineligible to receive accrued benefits and are ineligible for rehire.

## SECTION 2: RETURN OF TOWN PROPERTY

An employee leaving Town employment, whether through resignation, lay-off, or involuntary termination, shall return any Town property which he/she may have in possession. Town property consists of all but is not limited to records, books, assets, uniforms, keys, key fobs, tools, identification badges, passwords, security or access codes, issued equipment and/or vehicles, and other items of Town property in the employee's custody. Upon separation, such property must be returned to his/her Department Head. Failure to return Town property will result in the value of outstanding Town property being deducted from the employee's final paycheck in accordance with applicable law.

## SECTION 3: TERMINATION OR DISMISSAL – CIVIL SERVICE PROCESS

The employee shall be furnished an advance written notice containing the reasons for the dismissal and his/her right to answer the charges. This notice shall be furnished **on or before** the proposed effective date of termination of employment during which time the employee may be retained on active duty status, placed on leave, or suspended with or without pay, at the discretion of the Town Manager, unless other rules apply. If the Town Manager believes the continued employment of the employee constitutes an immediate danger or threat to the Town or its employees, this notice shall be effective immediately.

Within three days of the transmittal of the notice of proposed dismissal, the employee may submit to the Town Manager a written request for a civil service meeting or otherwise reply to the notice of dismissal in writing. If the employee fails to respond to the notice, the dismissal shall be effective on the date specified with no need for further action.

If the employee submits a written response to the notice, without requesting a civil service meeting, the Town Manager shall carefully consider the response of the employee before making a decision, and at the earliest possible moment shall transmit to the employee the Town's Manager's written response containing her/his decision regarding the dismissal.

If the employee then timely requests a civil service meeting, the Town Manager will convene a civil service board meeting as soon as practicable.

A civil service board consisting of the Town Manager, a resident who is not serving in any other capacity (elected, appointed, or employed or a resident who is related to such elected, appointed, or employed resident), and another individual at-large, who may, but need not, be a resident, shall convene a meeting

to hear the Town's reasons for the proposed termination and the employee's response. The civil service board shall be appointed by the Town's governing authority for a term of two (2) years. Ideally, the persons appointed to the board shall be of different vocations; alternative members may be appointed by the Town's governing authority as required, depending on need.

The meeting shall be open to the public and held in accordance with the Government in the Sunshine laws. The board members may ask questions of witnesses and review evidence proffered by the Town and the employee challenging the discipline. The two appointed board members may thereafter state their opinion regarding the severity of the discipline which is proposed. The opinions of the board members are advisory to the Town Manager, whose decision on the severity of the discipline shall be final. The Town Manager shall make a written report including her/his final decision.

In any event, the Town Manager shall have the discretion to settle all disputes regarding separations or terminations. The Town Manager's decision is final and there is no appeal unless otherwise provided for in the CBA.

The Town does not rehire former employees who have been dismissed or who have resigned while charges are pending under this section.

#### SECTION 4: EXIT INTERVIEW

Any time an employee voluntarily separates employment with the Town, the employee's Department Head may schedule an Exit Interview with the employee and the Town Manager. Exit interviews shall not affect in any manner, any monies or benefits due to the employee by virtue of the separation. During the course of an exit interview, the employee shall complete an Exit Interview Questionnaire and be encouraged to provide input into matters directly associated with their employment with the Town such as:

- job satisfaction;
- personnel matters;
- training, both in-house and outside;
- the employee's impression of his/her supervision;
- compensation and benefits including employee's rights under applicable state and federal laws;
- general suggestions as to how to improve the delivery of services to both the employee and the citizen; or
- the employee's reason for leaving employment.

#### SECTION 5: COMPUTATION OF FINAL PAYCHECK

Any employee leaving Town employment in good standing shall be entitled to receive the monetary equivalent of all accrued compensatory time, unused vacation time, and unused sick time as detailed in this manual, Pay may be subject to any indebtedness to the Town. Unless otherwise prohibited by applicable law, payroll withholdings may be deducted from the final paycheck.

#### SECTION 6: DISPOSITION OF THE FINAL PAYCHECK

The final paycheck shall be computed and Direct Deposited, to the bank account on file unless updated upon termination, on the regularly scheduled pay day following the termination date.

## SECTION 7: RE-EMPLOYMENT

An employee who resigns or is laid off from Town employment, in good standing, and who subsequently applies for re-employment may be considered in filling positions in the Town service for which he/she is qualified. An employee who has resigned from Town employment in good standing and is re-employed shall not be credited with prior Town service for the purposes of seniority or accrual of paid leave. An employee who is involuntarily terminated, resigns without providing prior written notice in accordance with this manual, resigns while disciplinary action is pending against him/her, or is dismissed from employment shall not be eligible for re-employment.

# ARTICLE XXV: DISCIPLINE

## SECTION 1: PURPOSE

It shall be the duty of all Town employees to maintain high standards of competence, conduct, cooperation, efficiency, and economy in their work. Department/Division Heads and Supervisors shall organize and direct the work of their units in a manner calculated to achieve these objectives.

The Town expects all of its employees to conduct themselves in a manner that is in the best interests of the Town and its employees. Employees should know that any conduct which violates Town policy or which is not in the best interests of the Town, will subject an employee to discipline, up to and including separation. When Town employees are subject to discipline resulting in a loss of job or pay, employees will be provided with appropriate notice and an opportunity to be heard before a final decision is implemented. Disciplinary actions are noted in the employee's personnel file. Serious misconduct may result in immediate suspension and/or immediate separation, without notice.

When employee performance, conduct or behavior issues occur, it is the responsibility of all supervisors, managers and directors to administer disciplinary action in a fair and consistent manner. The Town has established policies and procedures for the convenience and protection of all of its employees. A violation of any of these policies or procedures is considered misconduct and appropriate disciplinary procedures will be initiated. Disciplinary action may include, but is not limited to, the following: verbal warning, written warning, suspension without pay and separation. There is no guarantee that one form of disciplinary action will necessarily precede another. The Town Manager will determine the appropriate disciplinary action. Disciplinary actions involving suspension, demotion, or termination require the approval of the Town Manager.

Disciplinary action is unique to each situation and requires individual attention. Disciplinary actions may take a variety of forms, including warning (oral or written), administrative leave with or without pay, suspension with or without pay, demotion and/or termination. The severity of the discipline and the number of steps in the process will depend on the circumstances of each case as determined at the sole discretion of the Town. In appropriate circumstances, an employee may be placed on administrative leave with or without pay while an investigation of the facts is conducted.

Employees subject to a CBA are subject to this Article relating to Discipline, as well as the Civil Service Process (where applicable). However, where any procedures for imposing, grieving or appealing discipline conflict with the CBA, those employees shall be governed by the CBA.

Nothing herein shall limit the ability of the Town to take actions regarding employees that it deems appropriate.

## SECTION 2: DISCIPLINARY ACTION

Each of the following illustrates possible reasons for any level of disciplinary action, including termination. The offenses listed are not intended as a complete inventory of what can result in discipline or termination.

1. Falsification, material omission or fraud in securing employment.
2. Violation of the Drug-Free Workplace Policy.
3. On the job use of prescribed drugs that may impair an employee's ability to safely perform their job without notifying the supervisor prior to performing job functions.
4. Theft, destruction or loss of Town monies, equipment or property.
5. Any act which endangers the safety, health, or well-being of the employee or another individual.
6. Incompetence or inefficiency in performance of duties of any position. The term "incompetence" shall mean a lack of ability, knowledge or fitness to perform duties which are within the scope of the position, and the term "inefficiency" shall mean the performance of the duties of the position at a level lower than ordinarily expected.
7. Failure or refusal to satisfactorily perform the duties of the position.
8. Misrepresentation as to the quality and/or quantity of work performed.
9. Soliciting donations, gifts, or other valuable things for any purpose during working time, including the sale of any items or solicitation of any goods, services or products.
10. Soliciting donations, gifts, or other valuable things for any purpose while representing to the public that they are a Town employee during non-working hours.
11. Selling any item or soliciting any goods, services or products while representing to the public that they are a Town employee during non-working hours.
12. Any act of bribery or any acceptance or solicitation of a bribe, in either case related in any way to Town work, regardless of lack of arrest or conviction.
13. Unauthorized use of Town property or services of Town employees for non-Town related purposes.
14. Any act of discrimination, harassment, or retaliation by a Town employee in violation of any state, local, or federal law.
15. Any violation of the Town's policy against discrimination or harassment of employees.
16. Abuse of leave privileges, including dishonesty or misrepresentation regarding the need for leave or reasons for leave.
17. Excessive or chronic absenteeism or tardiness.
18. Over extension of rest or lunch periods.
19. Failure to work assigned overtime.
20. Inattentiveness to work, failing to start at the designated time, quitting work before proper time, or leaving work during working hours without authorization from the supervisor or Department Head, unless in the performance of an authorized job-related duty.
21. Abuse of Town telephones, computer system, e-mail system or other equipment or systems for the conduct of personal business during working hours.
22. Conviction of a criminal offense.
23. Absence without leave, or failure to report after leave of absence has expired or has been disapproved, revoked or canceled by the employee's superior.

24. Violation of written safety policies, failure to submit accident reports, failure to report accidents or leaving the scene of accidents prior to investigation.
25. Failure to timely report any on-the-job accident or injury.
26. Violation of any Town regulation, order, practice or rule, whether written or verbal.
27. Failure to obey any lawful and reasonable work-related direction given by a superior, which constitutes insubordination.
28. Using or attempting to use personal or political influence in securing promotion, leave of absence, transfer, change in pay rate, or character of work.
29. Inducing or attempting to induce an officer or employee of the Town to commit an unlawful act or to act in violation of any lawful departmental or official regulation or order.
30. Engaging in outside business activities or part-time employment on Town time, or using Town property, equipment or systems for such activity.
31. Being abusive in his/her attitude, language or engaging in conduct unbecoming an employee of the Town to fellow employees or the public while on duty.
32. Falsifying any Town records, or assisting in concealing the fact that another employee has falsified Town records. This shall include the record keeping of hours worked.
33. Falsely claiming an on-the-job injury, or corroborating a false claim of injury of another employee.
34. Failure to comply with the employee's department rules and regulations.
35. Fighting on the job.
36. Sleeping or loafing on the job.
37. Engaging in any unauthorized interruption of work of any kind.
38. Failure of a supervisory employee to take the necessary or appropriate steps to discipline a subordinate employee when the performance or conduct of the subordinate employee requires such action.
39. Violation of the Conflict of Interest and Code of Ethics Policy, or a violation of any applicable ethics law or ordinance.
40. Other reasons set forth within these rules or necessary for the maintenance of orderly administration of Town policies or services.

## SECTION 3: GENERAL PROVISIONS

### **A. Suspension In the Absence Of Department Head Or Town Manager**

If a situation arises that in the opinion of a supervisor necessitates immediate disciplinary action for safety and protection of public property, and if the Town Manager is not available, the supervisor shall have the authority to order the offending employee to immediately leave the job site. Such suspension shall be with pay until the Town Manager makes a determination regarding the proper course of action.

### **B. Notification of Town Manager**

In all cases, the Town Manager shall be notified of any disciplinary action which is taken.

### **C. Resignation in Lieu of Disciplinary Action**

Nothing in this Section shall preclude affording the employee an opportunity, in lieu of disciplinary action, to voluntarily resign as an employee of the Town.

### **D. Non-Disciplinary Status Changes**

These provisions are not intended to, and shall not, limit the authority of a Department Head to make job assignments within his/her department or of the Town Manager to make assignments or

reassignments of non-sworn personnel within a department or from department to department for any reason.

#### E. Processing

All disciplinary actions shall be promptly processed on a completed Employee Disciplinary Report, and fully documented as to reason or reasons. The Employee Disciplinary Reports shall be maintained in the employee's personnel file.

## ARTICLE XXVI: POLICY PROHIBITING HARASSMENT AND DISCRIMINATION IN THE WORKPLACE

### SECTION 1: TOWN STATEMENT OF PHILOSOPHY

The Town is committed to maintaining a professional work environment in which all individuals are treated with respect and dignity. The Town endeavors to provide a collegial and professional work environment which promotes equal opportunities and prohibits harassing or discriminatory practices based upon color, race, religion, sex, national origin, citizenship, age, disability, marital status, pregnancy, sexual orientation, military status, genetic information, gender identity or expression, or any other category protected by law. In addition, the Town prohibits retaliation against any individual who reports discrimination or harassment or who participates in any investigation of such reports, or who engages in any other activity protected by law. At the Town, harassment or discrimination based on any category protected by law, whether occurring in the office, at work assignments outside the office, at office sponsored social functions, or elsewhere considered Town-related business, is unacceptable and will not be tolerated.

### SECTION 2: DEFINITIONS AND EXAMPLES OF PROHIBITED BEHAVIORS

For these purposes, the term "harassment" includes, but is not limited to, epithets, slurs or negative stereotyping, threatening, intimidating or hostile acts, jokes, or other verbal, graphic, or physical material or conduct relating to an individual's protected class. The term harassment also includes sexual advances, requests for sexual favors and other conduct of a sexual nature.

While it is not easy to define precisely what types of conduct could constitute unlawful harassment, there is a wide range of behavior that may violate this policy even if such behavior does not violate the law. Any conduct that is deemed to create a harassing or hostile work environment is strictly prohibited and will not be tolerated.

Harassment on the basis of race, color, religion, sex, gender, gender identity or expression, sexual orientation, pregnancy, national origin, age, disability, genetic information, military or veteran status or any other class protected under applicable local, state or federal law is defined as conduct which has the purpose or effect of unreasonably interfering with an individual's work performance, creating an intimidating, hostile or offensive work environment, or adversely affecting an individual's employment opportunities.

Examples of behavior which could be construed as unlawful harassment include, but are not limited to, the following:

- degrading or demeaning any group or class of people;
- distributing, displaying or discussing any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward protected individuals or groups;
- assigning less desirable work or working conditions to members of such protected groups based solely on their group membership;
- verbal abuse, epithets, derogatory statements, slurs or jokes about a person's protected class; or,
- physical conduct such as touching, impeding or blocking movements, or other conduct that degrades or demeans a person based on a protected characteristic.

Sexual Harassment is also illegal and a violation of this Policy. All employees, workers, representatives or third parties (such as vendors or residents) are prohibited from harassing employees and other covered persons based on that person's sex (including pregnancy, childbirth or related medical conditions), sexual orientation, gender, gender identity or gender expression. Harassing conduct need not be motivated by sexual desire to be unlawful or violate this Policy. Sexual harassment includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any other behavior or conduct of a sexual nature, when any of the following is true:

- submission to the advance, request or conduct is either an explicit or implicit term or condition of employment;
- submission to or rejection of the advance, request or conduct is used as a basis for employment decisions; or,
- the conduct has the purpose or effect of substantially or unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of behavior that could be construed as unlawful sexual harassment include, but are not limited to:

- explicit or implicit threats to withhold pay increases, benefits or working conditions in exchange for sexual favors or sexual activity;
- promises to improve pay, benefits or working conditions in exchange for sexual favors or sexual activity;
- verbal sexual advances or demands for sexual favors or sexual activity;
- subtle pressure for sexual favors or sexual activity;
- visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons or posters, inappropriate adult-themed gifts;
- verbal abuse, epithets, derogatory statements, slurs, sexually-related comments or jokes, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations;
- physical conduct, such as touching, assault, impeding or blocking movements; or,
- deliberate, repeated or unsolicited verbal comments, gestures or physical actions of a sexual nature (*i.e.*, lewd or lascivious remarks and unnecessary touching, patting or pinching).

This behavior is unacceptable both in the workplace and by any employee (as defined below) in any setting outside the workplace, including but not limited to other work-related settings such as business trips and business-related social events.

Consenting romantic and sexual relationships between a supervisor and an employee or between employees may lead to unforeseen complications and is prohibited. A supervisor or an employee, who enters into a romantic or sexual relationship with another employee, understands that the Town may alter the duties of persons engaged in a romantic or sexual relationship to diminish the working hours contact they may have with each other, including but not limited to transferring of position and if that is not possible, termination of one or both employees.

### SECTION 3: INDIVIDUALS COVERED UNDER THE POLICY

This policy covers all employees and appointed and elected officials and covers interactions with the Town's employees, customers, vendors, suppliers, or independent contractors. The Town will not tolerate harassment whether engaged in by employees or supervisors. In addition, the Town will not tolerate harassment or discrimination engaged in by customers, vendors, suppliers, or independent contractors to the extent that it affects any employee of the Town. Any supervisor or employee who has been subjected to harassment or discrimination or other violation of this policy must immediately file a complaint with the immediate supervisor, the Town Manager, any Department Head, or the Town Manager. The Town will investigate any incident of alleged harassment or discrimination by a person who is not a supervisor or an employee of the Town such investigation shall be conducted to the extent practicable and the Town will take any action it deems appropriate after evaluating all the circumstances. Allegations regarding the inappropriate behavior of Town employees or officials will be investigated. The Town requires reporting of all incidents of harassment or discrimination, regardless of who the offender might be, in accordance with the method set out below.

### SECTION 4: REPORTING A COMPLAINT

#### A. Notification

An employee who believes he/she or another Town employee has been subjected to discriminatory, harassing or retaliatory conduct or who witnesses such conduct against another person, should immediately contact the Town Manager. A prompt investigation will be conducted of each and every complaint and appropriate action will be taken. The Town Manager or a designee has the responsibility for investigating and resolving complaints under this Policy. In the event of a complaint involving the Town Manager, the Chief of Police should be notified and he/she will fulfill the investigatory role in this process. Employees are required to cooperate in all Town investigations. Complaints will be handled confidentially, to the extent possible.

Any supervisor or manager who becomes aware of possible harassment, discrimination or retaliation should promptly advise the Town Manager who will ensure that the matter is handled in a timely manner. In the event an employee complains of an elected official's conduct, the employee must immediately report the conduct to the Town Manager.

#### B. Time For Reporting A Complaint

Immediate reporting of complaints is required because it allows for rapid identification and resolution of objectionable behavior or conditions for the complaining individual and any other affected employee(s).

Generally, an employee should not wait longer than five (5) business days to report an actual or potential violation of this policy.

### **C. Protection Against Retaliation**

Under no circumstances will a person be retaliated against for making a good faith report of conduct prohibited by this Policy, opposing conduct prohibited by this Policy, or participating in a related investigation, proceeding or hearing. The Town will not retaliate against an individual who makes a report of harassment or discrimination under this policy and strictly prohibits any supervisor or employee from retaliating against a complainant. Retaliation is a very serious violation of this policy and should be reported immediately. Any person found to have retaliated against an individual for reporting harassment or discrimination will be subject to appropriate disciplinary procedures, including termination.

## **SECTION 5: GRIEVANCE RESOLUTION PROCEDURE**

The Town strives to resolve grievances informally whenever possible, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be some grievances which will be resolved only after a formal appeal and review. Accordingly, the following procedure is established to ensure a fair and impartial review of such grievances. The employee has a right to raise issues using this Procedure without fear of reprisal.

### **GENERAL PROCEDURE**

#### **STEP 1:**

The aggrieved employee shall raise a grievance with his/her immediate supervisor within five business days of the event or incident leading to the grievance and state that discussion is the first step in the Grievance Procedure under this Policy. The supervisor shall take the necessary steps to resolve the grievance if it is within his/her authority to do so. The supervisor must respond to the employee's informal grievance within three business days of it being brought to the supervisor. Both the grievance and the response thereto need not be in writing at this Step.

#### **STEP 2:**

If the immediate supervisor is unable or unwilling to address or resolve the grievance with his/her immediate supervisor (Step 1), the employee shall put the grievance into written form and deliver it to his/her immediate supervisor's supervisor within five business days of the event giving rise to the grievance or receiving notice from the immediate supervisor, whichever is later. The written submission must include the facts related to the grievance and the attempt to resolve with the immediate supervisor, as well as set forth the relief requested.

The immediate supervisor's supervisor shall then meet with the employee to discuss the grievance within five business days of receipt of the written grievance, and attempt to resolve the problem if it is within his/her authority to do so. The immediate supervisor's supervisor shall respond to the written grievance in writing, and include in that writing the relevant facts and set forth the relief that they are able to provide, or alternatively, set forth the reasons that they are unwilling or unable to resolve the grievance as requested by the employee. The written response to the employee must be provided within five business days of the Step Two meeting.

### **STEP 3:**

Should the matter remain open after Step Two, the employee shall, within five business days of receipt of the Step 2 decision, apply in writing to the Town Manager stating the reasons for his/her grievance, and include in that writing all of the pertinent facts, the history under Steps 1 and 2, and the relief requested.

Within ten business days of receipt of the written grievance, the Town Manager shall call a meeting with the employee and any involved supervisors and then may have additional meetings, if necessary ("investigation").

If the Town Manager is the grievant's immediate supervisor or immediate supervisors' supervisor, or if mutually agreed upon by the Town Manager and the grievant, an unbiased designee shall conduct the meeting in lieu of the Town Manager.

The Town Manager (or designee) shall make a complete report of his/her findings and render a decision to the grievant in writing within seven business days of the completion of the investigation.

The decision rendered in Step 3 shall be final in all respects.

## **SECTION 6: WORKPLACE BULLYING**

The Town defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.

The purpose of this policy is to communicate to all employees, including management, that the Town will not tolerate bullying behavior.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when administering discipline. The following types of behavior are examples of bullying:

- Verbal bullying: Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the target of jokes; abusive and offensive remarks.
- Physical bullying: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
- Gesture bullying: Nonverbal threatening gestures or glances that convey threatening messages.
- Exclusion: Socially or physically excluding or disregarding a person in work-related activities.

Employees who believe they have been subjected to bullying behavior must report the incident immediately to the Town Manager.

## **SECTION 7: VIOLENCE IN THE WORKPLACE**

The Town has a zero-tolerance policy for workplace violence and employees are strictly prohibited from making threats or engaging in violent activities. Except where otherwise prohibited by applicable law, this policy applies to threats or violence at any Town office, in any Town vehicle (whether owned, leased or rented), and/or while on work time, regardless of the identity of the victim of the threat or alleged or

actual violence. The following list of behaviors, while not inclusive, provides examples of conduct that is prohibited in the workplace:

- Threatening an employee or any other person, either physically or verbally;
- Causing physical injury to another person;
- Engaging in aggressive, threatening or hostile behavior that reasonably creates a fear of harm to another person; or,
- Intentionally damaging Town property or property of another person; or,
- Possessing a weapon (or ammunition) while on Town property or on Town business, except as specifically permitted by applicable law and/or required in the performance of the employee's job. For purposes of this policy, a weapon includes but is not limited to: firearms; clubs; sharp and/or pointed objects; explosives or incendiary devices; toxic or biological chemicals; and, anything that the Company believes could be used by someone to inflict harm upon another.

The Town will not tolerate any type of workplace violence committed by or against employees, contractors, customers, or vendors. An employee who makes a threat or engages in violent activities should expect to be fired for a first offense, without progressive discipline. A violation of this policy will not be excused because the speaker or actor claims to have been joking and/or did not have the intent to carry out the threat.

Persons possessing a "Concealed Weapons Permit" shall not be allowed to bring weapons into Town property, facilities, or worksites, etc. except in accordance with Florida law. Employees are prohibited from carrying firearms and ammunition during and in the course of performing their duties. The only exception to this rule applies to law enforcement personnel acting on behalf of the Town.

All employees are responsible for assisting in maintaining a safe and secure work environment. Employees must immediately report any potentially dangerous situations to their supervisors. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis.

If it is determined that a violation of this policy has occurred, the Town will take appropriate action to help ensure the safety of all employees, contractors, customers and vendors. This includes, but is not limited to, seeking the assistance of law enforcement officials. Any employee who is subjected to or witnesses a threat or act of violence should not hesitate to dial 911 at any time.

While the Company does not expect every employee to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform their direct supervisors or a higher level supervisor if any individual exhibits behavior that could be a sign of a potentially dangerous situation. Such behaviors include but are not limited to: displaying overt signs of extreme stress, resentment, hostility or anger, making threatening remarks or displaying threatening behavior, or displaying irrational or inappropriate behavior.

## XXVIII. RECEIPT AND ACCEPTANCE OF PERSONNEL RULES AND REGULATIONS

I have this day received a copy of the Town's Personnel Rules and Regulations, and I understand that I am responsible for reading the policies and practices described within it.

I AGREE TO ABIDE BY THE POLICIES AND PROCEDURES CONTAINED IN THE PERSONNEL RULES AND REGULATIONS. I UNDERSTAND THAT THE POLICIES, PROCEDURES AND BENEFITS DESCRIBED MAY BE ADDED TO, DELETED OR CHANGED BY THE TOWN AT ANY TIME. I UNDERSTAND THAT NEITHER THESE PERSONNEL RULES AND REGULATIONS NOR ANY OTHER WRITTEN OR VERBAL COMMUNICATION BY THE TOWN MANAGER OR OTHER TOWN OFFICIAL IS INTENDED TO IN ANY WAY CREATE A CONTRACT OF EMPLOYMENT, EXPRESS OR IMPLIED, OR A GUARANTEE OF CONTINUED EMPLOYMENT FOR A SPECIFIC DURATION OR INTERFERE WITH, RESTRAIN, OR PREVENT EMPLOYEE COMMUNICATIONS REGARDING WAGES, HOURS OR OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

I UNDERSTAND THAT MY EMPLOYMENT IS AT-WILL, UNLESS OTHERWISE PROVIDED IN A COLLECTIVE BARGAINING AGREEMENT OR WRITTEN EMPLOYMENT CONTRACT APPROVED BY THE TOWN COMMISSION, WHICH PERMITS THE TOWN TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT NOTICE. NOTHING IN THESE PERSONNEL RULES AND REGULATIONS IS INTENDED TO GUARANTEE EMPLOYMENT FOR A SPECIFIC DURATION.

I UNDERSTAND THAT I AM EXPECTED TO FOLLOW THE POLICIES AND PROCEDURES OUTLINED IN THIS MANUAL. I ALSO UNDERSTAND THAT ANY VIOLATION OF THESE OR ANY OTHER TOWN POLICY, PRACTICE OR PROCEDURE WILL SUBJECT ME TO DISCIPLINARY ACTION, UP TO AND INCLUDING SEPARATION.

If I have any questions regarding the content or interpretation of this manual, I will bring them to the immediate attention of the Town Manager.

EMPLOYEE NAME: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

EMPLOYEE  
SIGNATURE \_\_\_\_\_

# Your Employee Rights Under the Family and Medical Leave Act

## What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you.
- Your serious mental or physical health condition that makes you unable to work.
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

## Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

## How do I request FMLA leave?

Generally, to request FMLA leave you **must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your employer **may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

## What does my employer need to do?

If you are eligible for FMLA leave, your employer **must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your employer **cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your employer **must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your employer **must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

## Where can I find more information?

Call **1-866-487-9243** or visit [dol.gov/fmla](https://www.dol.gov/fmla) to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR



WH1420 REV 04/23

Figure 1: Your Employee Rights Under the Family and Medical Leave Act

## **TOWN OF MANALAPAN AGENDA ITEM SUMMARY**

**Meeting Date:** May 12<sup>th</sup>, 2026

**Agenda Item No.:** RA. a.i.

**Agenda Item Name:** Holiday Decorations and Lighting discussion

### **BACKGROUND:**

At the April 14, 2026 Town Commission meeting, the Town presented Ordinance #404 concerning the enforcement of holiday decorations and lighting. Following discussion, the Commissioners generally agreed that adopting an ordinance could place an undue burden on residents. As an alternative, Town staff recommends exploring nuisance-based enforcement options.

### **MOTION:**

- n/a

### **ATTACHMENTS:**

- n/a

**TOWN OF MANALAPAN  
AGENDA ITEM SUMMARY**

**Meeting Date:** May 12<sup>th</sup>, 2026

**Agenda Item No.:** RA. b.i.

**Agenda Item Name:** **Special Exception SE 26-01** – 226 S. Ocean Boulevard

**BACKGROUND:**

**Special Exception – SE 26-01. Manalapan Plaza Del Mar LLC** seeks the Town Commission’s approval for a special exception use to modify the existing suite number 226 interior for use as a dance studio school pursuant to Sections 151.453(D), Town Code. The subject property address is 250 South Ocean Boulevard.

**MOTION:**

- Move to approve/disapprove Special Exception SE 26-01.

**ATTACHMENTS:**

- Special Exception Application
- Special Exception Criteria

Fred Astaire Dance Studios is where the artistry and joy of dance come alive! Our dance studio in West Palm Beach, FL, invites you to immerse yourself in a world of elegance, rhythm, and connection. Whether you're a beginner or an experienced dancer, our expert instructors are dedicated to making your dance journey unforgettable.

At Fred Astaire Dance Studios, we believe that dance is more than just movement; it's an expression of emotion, a celebration of life, and a journey of self-discovery. Our spacious, inviting studio and top-rated dance instructors are perfect for individual and couple dance lessons.

**SECTION 151.568(A)**  
**SPECIAL EXCEPTION USES**

Special exception uses specifically listed in the applicable zoning district and their related accessory uses or any expansion, enlargement or modification of an existing special exception use shall be permitted only upon authorization by the Town Commission.

**Special Exception Uses Criteria-**

(1) That the use is a permitted special exception use as set forth in the schedule of use regulations in Chapter 151.568.

Response: permitted special Exception use within the zoning district.

(2) That the use is so designed, located and proposed to be operated that the public health, safety, morals, and general welfare will be protected.

Response: Indoor supervised use promoting fitness & arts; complies with safety codes.

(3) That the use will not cause substantial injury to the values of the other property in the neighborhood where it is to be located.

Response: Clean, professional business that will not negatively affect property values.

(4) That the use will be compatible with adjoining development and the intended purpose of the district in which it is to be located and will not impair an adequate supply of light and air to adjoining property.

Response: Compatible with surrounding uses; no impact on adjoining light or air.

(5) That adequate landscaping and screening is provided.

Response: Existing landscaping maintained; additional screening provided if required.

(6) That adequate off-street parking and loading is provided and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets.

Response: Adequate on-site parking with minimal traffic impact.

(7) That the use conforms with all applicable regulations governing the district where located, except as may otherwise be permitted for planned unit developments.

Response: will comply with all applicable zoning and code requirements.

(8) That the use not result in substantial economic, noise, glare or odor impacts on adjoining properties generally in the district.

Response: Low-impact indoor use with no substantial noise, glare, or odor.



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**

Submission Date: \_\_\_\_\_ Property Control # \_\_\_\_\_

PROPERTY OWNER(S)	AUTHORIZED AGENT (Required if owner not presenting)
Name: <u>Mikhailo Azarov</u>	Name: <u>Manalapan Plaza De/Nar, LLC</u>
Address: <u>226 South Ocean BLVD Manalapan, FL, 33462</u>	Address: <u>By: Scott Loventhal 820 Morris Tpk Short Hills, NJ 07078</u>
Phone: <u>850 225 2170</u>	Phone: <u>973-467-5000 Ext 122</u>
E-mail: <u>AZAROV@gmail.com</u>	E-mail: <u>SCOTT@GardenHomes.com</u>

ARCHITECT/LANDSCAPE ARCHITECT	DEVELOPER/CONTRACTOR:
Name:	Name:
Company Name:	Company Name:
Address:	Address:
Phone: Cell:	Phone: Cell:
E-mail:	E-mail:

**APPLICANT'S CERTIFICATION**

(I) MA (owner or authorized agent) affirm and certify that I understand and will comply with all provisions and regulations of the Town of Manalapan, Florida. 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 Mykhailo Azarov

STATE OF FLORIDA, COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 2026.

by Mykhailo Azarov as owner for Property

Personally known \_\_\_\_\_ or Produced Identification Drivers License ✓

Type of Identification Drivers License

Molly Gaughan  
Notary Signature

SEAL



Molly Gaughan  
Print Notary Name

**CHECK BELOW WHERE APPLICABLE**  
(Payable by check only)

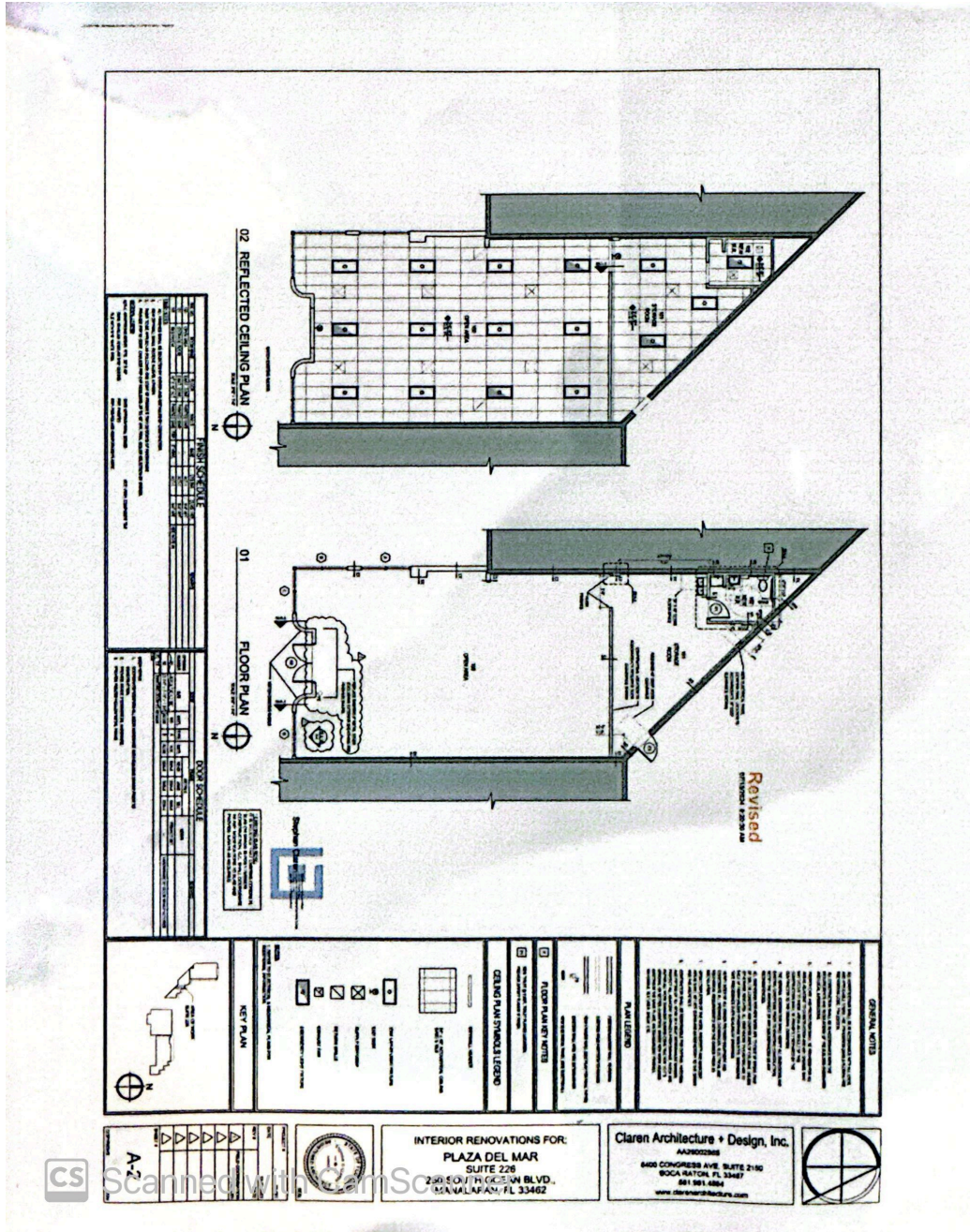
ARCHITECTURAL REVIEW – Level 1 \$450	PUD or PUD AMENDMENT \$1,500	
ARCHITECTURAL REVIEW – Level 2 \$850	SITE PLAN REVIEW \$1,000	
ARCHITECTURAL REVIEW – Level 3 \$1,800	SPECIAL EXCEPTION USE \$1,000	✓
ARCHITECTURAL REVIEW – Level 4 \$2,500	VARIANCE \$2,000	
PAVER AGREEMENT \$500	ZONING TEXT/MAP OR COMP PLAN AMENDMENT \$2,500	

(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 WITH NARRATIVE AND PLANS BY THE DEADLINE DATE**

1. This Application pages 3-4 for Project Levels 1 thru 3, and pages 1-6 for Level 4 Projects.
2. Agent's Authorization Letter (Required if owner does not sign/notarize application and/or is not presenting).
3. Application fee (see page 7).
4. Model, if applicable (see page 8).
5. Narrative letter describing the project.
6. Samples, renderings, pdfs, jpegs and Power Point photos are due 15 days prior to meeting.



## **TOWN OF MANALAPAN AGENDA ITEM SUMMARY**

**Meeting Date:** May 12<sup>th</sup>, 2026  
**Agenda Item No.:** PH. 1  
**Agenda Item Name:** **Ordinance #405**

### **BACKGROUND:**

**Ordinance #405** - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA; AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 155. BEACHES AND WATERWAYS. SECTION 155.03. FISHING FROM BRIDGES PROHIBITED. BY RE-NAMING THIS SECTION TO READ “PROHIBITED FISHING ACTIVITIES”; AND BY PROHIBITING CERTAIN HAZARDOUS FISHING PRACTICES FOR THE BENEFIT OF THE PUBLIC WELFARE; PROVIDING THAT ALL OTHER SECTIONS AND SUBSECTIONS OF CHAPTER 155. BEACHES AND WATERWAYS. WILL 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)**

This ordinance amends the Town’s Beaches and Waterways Code to expand regulations on fishing by renaming the section to “Prohibited Fishing Activities” and prohibiting certain hazardous fishing practices on beaches. The changes are intended to protect swimmers and beachgoers by restricting unsafe fishing activities, including those that may attract sharks, while maintaining the existing prohibition on fishing from bridges. This ordinance passed first reading at the April 14<sup>th</sup>, 2026 Town Commission meeting.

### **MOTION:**

- Move to approve/disapprove Ordinance #405 on Second Reading.

### **ATTACHMENTS:**

- Ordinance #405

## ORDINANCE NO. 405

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA; AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 155. BEACHES AND WATERWAYS. SECTION 155.03. FISHING FROM BRIDGES PROHIBITED. BY RENAMING THIS SECTION TO READ “PROHIBITED FISHING ACTIVITIES”; AND BY PROHIBITING CERTAIN HAZARDOUS FISHING PRACTICES FOR THE BENEFIT OF THE PUBLIC WELFARE; PROVIDING THAT ALL OTHER SECTIONS AND SUBSECTIONS OF CHAPTER 155. BEACHES AND WATERWAYS. WILL 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.**

**WHEREAS**, Chapter 155. Beaches and Waterways. of the Town of Manalapan Code of Ordinances regulates many activities associated with the beach and water elements of Town geography, including operating motor vehicles on beaches, fishing, surfing, skimming, and beach cleaning; and

**WHEREAS**, Section 155.03 currently prohibits all fishing from bridges located within the Town’s jurisdiction; and

**WHEREAS**, the Town Commission of the Town of Manalapan, Florida, desires to amend Section 155.03 to also prohibit certain hazardous fishing activities from the beaches located in the Town’s jurisdiction in order to protect the safety of swimmers and other beachgoers, and to preserve and protect the general public health, safety, and welfare.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA:**

**Section 1.** The facts and recitations contained in the preamble of this ordinance are adopted and incorporated by reference as if set forth in this section.

**Section 2.** Section 155.03 of the Code of Ordinances of the Town of Manalapan, Florida , is hereby amended by renaming this section to read “Prohibited Fishing Activities” and by prohibiting certain hazardous fishing activities upon the beaches located within the Town’s Jurisdiction, and shall hereafter read as follows:

**§ - 155.03 PROHIBITED FISHING ACTIVITIES.**

- (A) *Bridge fishing prohibited.* No person shall fish, try to catch fish or use fishing paraphernalia on or from any bridges, including their abutments, on any street within the Town.
- (B) *Beach fishing restricted.* For reasons of public health, safety, and welfare, fishing is prohibited at any beach within the Town's jurisdiction at any time in instances that may endanger the health and safety of swimmers or other beachgoers. This prohibition includes, but is not limited to, the use of fishing paraphernalia or any other device or instrumentality such that the safety of boaters and jet-skiers / wave runner operators and passengers, as well as swimmers and other beachgoers, may be placed into danger.
- (C) *Shark baiting prohibited.* No person may perform acts or utilize fishing paraphernalia or any other device or instrumentality that attract sharks, e.g., chumming and "blood-baiting", and endanger the health and safety of swimmers or other beachgoers at any beach within the Town's jurisdiction at any time. This prohibition includes, but is not limited to, the use of fishing paraphernalia or any other device or instrumentality such that the safety of boaters and jet-skiers / wave runner operators and passengers, as well as swimmers and other beachgoers, may be placed into danger.
- (D) The Town Manager is hereby authorized to procure, post, establish and maintain appropriate signs, near or upon bridges and beach access points indicating the prohibitions set forth in subsections (A), (B), and (C), but the failure to procure, post, establish or maintain any such sign shall have no effect whatsoever upon the prohibitions set forth in subsections (A) , (B), and (C).

**Section 3:** Each and every other section and subsection of Chapter 155. Beaches and Waterways. shall remain in full force and effect as previously adopted.

**Section 4:** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**Section 5:** Should any section or provision of this ordinance, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this ordinance.

**Section 6:** Specific authority is granted to codify and incorporate this ordinance into the existing Code of Ordinances of the Town of Manalapan, Florida.

**Section 7:** This ordinance shall take effect immediately upon adoption.

**FIRST READING** this 14<sup>th</sup> day of April 2026.

**SECOND & FINAL READING** this \_\_\_\_ day of May 2026.

**TOWN OF MANALAPAN**

\_\_\_\_\_  
**Vice Mayor Simone Bonutti**

**ATTEST:**

**(SEAL)**

\_\_\_\_\_  
**Erika Petersen, CMC Town Clerk**