



TOWN COMMISSION MEETING

Tuesday September 8th, 2026

5:01 P.M.



****REVISED****

PUBLIC NOTICE/AGENDA

Tuesday September 8th, 2026 at 5:01 p.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. APPROVAL OF THE AGENDA: AGENDA ADDITIONS, DELETIONS OR SUBSTITUTIONS

5. PUBLIC COMMENTS

(3 MINUTES PER SPEAKER)

6. CONSENT AGENDA:

- a Minutes August 11th, 2026 Town Commission
- b Police Department & Fire Rescue Report for August

7. REGULAR AGENDA:

a OLD BUSINESS:

- i. n/a

b NEW BUSINESS: *Quasi-Judicial Hearing

- i. *** Site Plan Modification Review-SPR-26-02 – 100 S. Ocean Blvd.**, Timothy Nardi, agent for MPB Property, LLC seeks to modify the existing approved site plan by replacing existing guestroom balcony railings with new black aluminum railings and to add vertical wood cladding to the balcony areas in a teak color in accordance with Sec. 151.666 (A) of the Town Zoning Code.
- ii. *** Architectural Review-TARC-26-02 - 131 S. Ocean Blvd.**, The Town of Manalapan seeks the Town Commission's approval for architectural alterations to the western portion of the lot at 131 S. Ocean Blvd. The modifications include installation of an eight (8) foot high chain link fence for storage along the western property line for a length of 125 feet then turning east to create a rectangle that encompasses the existing grassy strip. Landscaping will be removed only at the southeastern portion where a rolling chain link gate is proposed.
- iii. 131 S. Ocean Blvd. Lease Agreement with MPB Property LLC
- iv. *** Special Exception-SE-26-03 - 1860 S. Ocean Blvd.**, 1860 South Ocean Boulevard Trust, requests the Town Commission's approval for a Special Exception to allow a beach house on the East side of A-1-A in accordance with Sec.151.093(B) of the Town Zoning Code. The Town Commission previously approved a beach house at this property in December of 2024, this new application proposes only modifications to the hardscape and landscape design.
- v. Request from 1860 S. Ocean Blvd. for exemption from Sec. 94.22(C) of the Town code for Pedestrian Passageway construction during certain months of the year
- vi. New Guard House Discussion

8. PRESENTATION: Erica Whitfield from the Palm Beach County School District

9. MAYOR’S COMMENTS, TOWN COMMISSION COMMENTS, TOWN MANAGER’S REPORT

10. PUBLIC HEARING:

- a PH 1 – Ordinance #407 - 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. PROHIBITED FISHING ACTIVITIES. BY RE-NAMING THIS SECTION TO READ “PROHIBITED FISHING RELATED NUISANCE ACTIVITIES, AND OTHER NUISANCE ACTIVITIES”; DEFINING AND PROVIDING EXAMPLES OF PROHIBITED NUISANCE ACTIVITY ON BEACHES, RIGHTS-OF-WAY, AND OTHER PLACES IN THE TOWN TO INCLUDE LITTERING, TRESPASSING, NOISE VIOLATIONS AND LIGHT VIOLATIONS; IDENTIFYING TOWN POLICE AS HAVING ENFORCEMENT JURISDICTION OVER ALL NUISANCE ACTIVITY THAT OCCURS ANYWHERE IN THE TOWN; ALSO IDENTIFYING FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) JURISDICTION OVER SALTWATER FISHING ACTIVITIES IN FLORIDA STATE WATERS IN AND ADJACENT TO THE TOWN, ACKNOWLEDGING FWC JURISDICTION OVER SHORE BASED SHARK FISHING; AND STATING FWC RULES AND REGULATIONS THAT APPLY TO SHORE BASED SHARK FISHING; DIRECTING THE TOWN MANAGER AND POLICE CHIEF TO WORK WITH FWC AND OBTAIN EDUCATIONAL MATERIALS TO BE PROVIDED TO TOWN RESIDENTS AND GUESTS REGARDING FWC RULES AND REGULATIONS THAT APPLY TO SHORE BASED SHARK FISHING; ENCOURAGING TOWN RESIDENTS AND GUESTS TO PROMPTLY REPORT ANY AND ALL NUISANCE ACTIVITY THEY MAY OBSERVE ON BEACHES, RIGHTS-OF-WAY, AND OTHER PLACES IN THE TOWN, FURTHER ENCOURAGING TOWN RESIDENTS AND GUESTS TO PROMPTLY REPORT ANY AND ALL SHORE BASED SHARK FISHING ACTIVITY THAT APPEARS TO VIOLATE ANY FWC RULE; PROVIDING DEFINITIONS, AND PROVIDING FOR ENFORCEMENT; 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)**

11. ADJOURNMENT

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



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: September 8th, 2026

Agenda Item No.: CA - a

Agenda Item Name: July 14th, 2026 Town Commission Meeting Minutes

ACTION REQUESTED: Discussion ☐ Approval ☒

ATTACHMENT:

- August 11th, 2026 Town Commission Meeting Minutes



**Town Commission Meeting
Tuesday August 11th, 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	Zoom	Jack Tomasik, Building Official	✓
Cindy McMackin, Commissioner	X	Dylan Brandenburg, Asst. Town Attorney	X

PUBLIC: Rikki Bagatell (Shutts & Bowen), Eric Mattison (Shutts & Bowen), Tom Biggs (Mock Roos), John Cairnes (Mock Roos), Tim Nardi (Eau Hotel), and Tito Rodriguez (Eau Hotel), Craig Spiegelhalter (PBCFR), Jane Musgrave (Coastal Star).

CALL TO ORDER & PLEDGE OF ALLEGIANCE

Mayor Deese called the Town Commission meeting to order at 9:02 a.m.

AGENDA ADDITIONS, DELETIONS OR SUBSTITUTIONS

There were none.

PUBLIC COMMENTS

There were none.

CONSENT AGENDA

- a. Minutes July 14, 2026 Town Commission
- b. Police Department Report for July

Chief of Police Rasor announced that a new Cybertruck had been added to the police fleet and that it outperformed expectations.

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

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

REGULAR AGENDA

OLD BUSINESS:

- a. n/a

NEW BUSINESS:

i. Amendment to the By-Laws of the La Coquille Club

Town Attorney Davis introduced the agenda item and noted the changes to the by-laws proposed by Class 1 Shareholders. The new changes included allowing the Town Commission to review and approve the policy and procedure manual. Additionally, under the proposed changes some definitions in the by-laws would be updated including removing language regarding non-Manalapan member dues being capped at a 5% annual increase. Additionally, there would no longer be a distinction between guests and family members. Another change was regarding the manager of the club, this position would change from being a club employee to a hotel employee with the club paying 10% of the salary.

Rikki Bagatell represented the Class 1 Shareholder, the Eau Hotel. Commissioner Knobel asked when the policies and procedures draft would come before the Town Commission. Rikki Bagatelle responded that she was hopeful they would be ready before November.

Town Manager Marmer read aloud an email from Class 2 Shareholders.

Vice Mayor Bonutti made a motion to **approve** the Amendment to the By-Laws, Mayor Pro Tem Bonner seconded, which prevailed by the following vote:

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

ii. New Guardhouse construction bid authorization discussion

Town Manager Marmer introduced the agenda item and noted that he anticipated the cost to be higher than what was budgeted due in part to the pile foundations required.

Commissioner Knobel made a motion to **approve** the town staff to finalize a contract with the lowest bidder with the amount not to exceed over \$150,000 of the budgeted amount (\$300,000 total). Commissioner Imbesi seconded the motion, which prevailed by the following vote:

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

iii. Mock Roos discussion surrounding potential water utility partners

John Cairns from Mock Roos presented the regional water supply evaluation. He explained that for Manalapan to connect to Palm Beach County's water system, it would cost approximately \$24 million. The Town would also have to consider the costs of running new lines, which could cost another \$12 million.

Mayor Pro Tem Bonner suggested looking at the Town of Lantana and City of Boynton Beach as their proximity to Manalapan makes them the most feasible. Commissioner Knobel suggested upgrading our water

plant to have more capacity and potentially selling water to the Town of Lantana. Mr. Cairnes warned that more wells would be needed to increase capacity, additionally they would need to discuss these options with the other municipalities to gauge interest.

There was general consensus among the Commission to explore options with the Town of Lantana.

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

Town Manager Marmer presented a pamphlet for fundraising for the new Town Hall and Public Safety project for Commissioner feedback.

Commissioner Knobel suggested starting major fundraising efforts in January of 2027. Town Manager Marmer noted that he anticipated beginning this fall to have a couple of Town Hall meetings inviting residents to provide input for the design direction.

Mayor Pro Tem Bonner asked about donations and naming rights, Town Attorney Davis said there was an existing donation policy that he would dig up and would bring back to the Commission an updated version in the coming months.

The Town Commission meeting adjourned at 10:06 a.m.

**These minutes were presented to the Town Commission
on Tuesday September 8th, 2026 for approval.**

John Deese, Mayor

Date Signed

Erika Petersen, Town Clerk

Date Signed



TOWN OF MANALAPAN

AGENDA ITEM SUMMARY

Meeting Date: September 8th, 2026

Agenda Item No.: CA - b

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

ACTION REQUESTED: Discussion ☐ Action ☒

ATTACHMENT:

- Chief Rasor's Executive Report
- The Police Department Report for August including Monthly Stats
- Palm Beach County Fire Rescue July Response Times



Manalapan Police Department

TO: Mayor and Town Commissioners
Eric Marmer, Town Manager
FROM: Chief Jeff Rasor *JML #52157*
SUBJECT: Monthly Report for August 2026
DATE: September 2, 2026

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 is currently one vacancy for a part-time Community Service Officer position.
- **Staffing Summary:** Recruitment efforts continued throughout August. One applicant for the full-time Community Service Officer position has successfully completed the hiring process and has a start date of September 2, 2026. Two applicants are currently being processed for the part-time Community Service Officer position. Recruitment for the remaining Community Service Officer position remains ongoing. The Department will continue accepting applications and processing qualified candidates until all vacancies have been filled.

Zone Coverage:

- Zone coverage remained consistent throughout the month, with two police officers and one sergeant assigned to each patrol shift, ensuring continuous patrol coverage, proactive policing, and timely response to calls for service.

Fleet:

- **Vehicle Maintenance:** The Department's fleet remains current on all scheduled maintenance and service requirements, ensuring operational readiness, reliability, and officer safety.
- **Electric Golf Cart:** The Department's electric golf cart has been fully outfitted and deployed for patrol operations on the Point. The golf cart provides an additional visible patrol presence and supports the Department's community policing and crime prevention efforts.
- **Patrol Vehicle:** The Department continues implementation of the Assigned Vehicle Program. Three additional patrol vehicles are needed to complete the program and provide assigned vehicles to the remaining eligible personnel.

Training:



Manalapan Police Department

- **Field Training:**
 - Officer Nikita Kuznetsov successfully completed all phases of the Field Training Officer (FTO) Program and was released to solo patrol. Officer Kuznetsov has been permanently assigned to Bravo Night Shift.
- **Specialized Training Courses:**
 - **2026 National APCO Conference (August 2-5):** Communications Supervisor Elizabeth Mackey attended the 2026 Association of Public-Safety Communications Officials (APCO) Conference in San Antonio, Texas. The conference provided advanced educational sessions, networking opportunities, and exposure to emerging technologies and best practices in public safety communications. Topics included 9-1-1 operations, cybersecurity, emergency communications technology, and integrated communications systems.
 - **Taser Training (August 4 – 6):** All Police Officers completed training on the TASER 10 in Manalapan. The Department transitioned from the TASER 7 to the TASER 10, providing officers with updated technology designed to improve operational capabilities, range, and accuracy. Officers were trained and qualified on the new system prior to deployment.
 - **Defensive Tactics Instructor (August 17 – 29):** Sergeant Jabcuga attended Defensive Tactics Instructor Training at Palm Beach State College. Completion of this training provides the Department with an additional qualified Defensive Tactics Instructor to assist with annual high-liability training and ongoing officer training requirements.
 - **Annual Firearms Training (High Liability Training) (August 25-27):** All Police Officers attended annual high-liability firearms training at the Palm Beach County Sheriff's Office Range at 20 Mile Bend. Officers completed required training and qualifications with their department-issued handguns, shotguns, and rifles.

Miscellaneous – Department Projects and Promotions:

- **Police Department Internship Program:** The Department welcomed Florida Atlantic University student Katherine Earl to its Police Internship Program in late August. During her internship, Katherine will gain exposure to various aspects of municipal law enforcement operations while assisting the Department with several projects. One of her primary assignments will be assisting with the conversion of historical police reports from paper records to electronic format. This project supports the Department's ongoing records modernization initiative by improving document accessibility, records retention, organization, and operational efficiency.



Manalapan Police Department

Total Police Calls for Service for the Month of August 2026

Types of Calls / Patrols	Total
ATV - Beach Patrols	38
Marine Patrols	10
Dark House Checks	1403
Construction Site Checks	254
Extra patrols in the plaza	54
Arrest	4
Baker Acts – Mental Distress	1
Traffic Stops	81
Uniform Traffic Citations Written	55
Traffic Violation Verbal Warnings	52
Parking Citations Written	10
Traffic Crashes	1
Distressed Swimmer	1
Iguana Removal	78
Total Calls Dispatched	652
911 Calls	47
Non-Emergency Calls	605
Most Frequent Call Dispatched (Service Call - Assisting the Resident with Non-Crime related issue – Example – Door Left Open, Medical, Information, Found Property, Lost Property, Alarms)	49
Total Crime Calls for the Month	5
Most Frequent Crime Reported (Trespassing)	3



Palm Beach County Fire Rescue

Manalapan

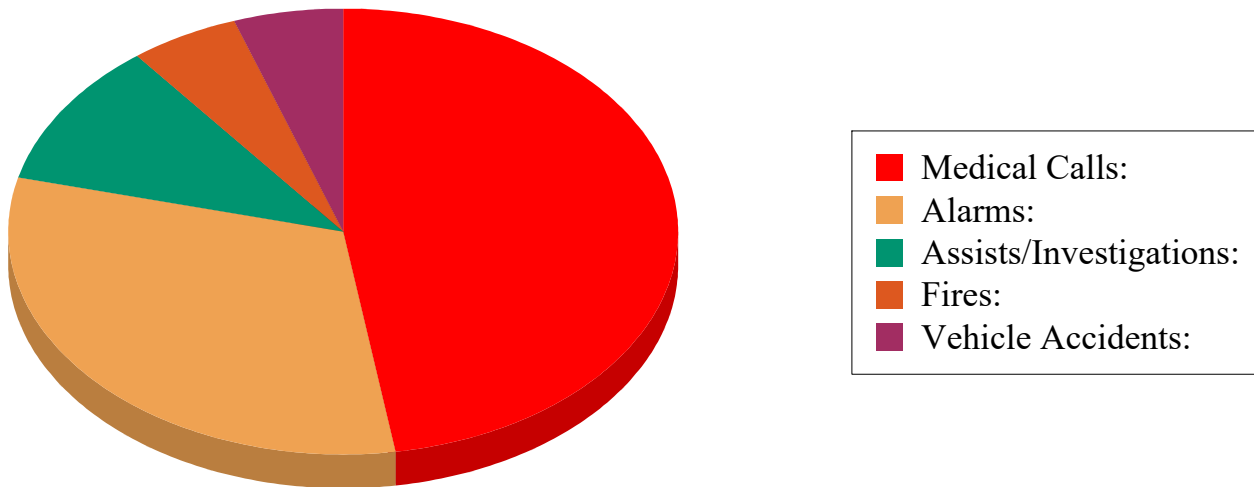
07/01/2026 to 07/31/2026

Average Response Times	Disp Hand	Turnout	Travel	Resp Time
Emergency Calls:	<u>0:00:43</u>	<u>0:01:02</u>	<u>0:03:01</u>	<u>0:04:47</u>

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>	<u>%</u>
Medical Calls:	9	47.37%
Alarms:	6	31.58%
Assists/Investigations:	2	10.53%
Fires:	1	5.26%
Vehicle Accidents:	1	5.26%
Total	<u>19</u>	<u>100.00%</u>

Calls by Situation Dispatched

Manalapan



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: September 8th, 2026

Agenda Item No.: RA. b.i.

Agenda Item Name: Site Plan Review SPR 26-02 – 100 S. Ocean Blvd.

BACKGROUND:

Site Plan Review-SPR-26-02 – 100 S. Ocean Blvd., Timothy Nardi, agent for MPB Property, LLC seeks to modify the existing approved site plan by replacing existing guestroom balcony railings with new black aluminum railings and to add vertical wood cladding to the balcony areas in a teak color in accordance with Sec. 151.666 (A) of the Town Zoning Code.

MOTION:

- Move to approve/disapprove Site Plan Review SPR 26-02

ATTACHMENTS:

- Narrative
- Development Application



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

DEVELOPMENT APPLICATION

Submittal Date: 8/7/2026

Property Control # 42-43-45-02-00-001-0021

PROPERTY OWNER(S)	AUTHORIZED AGENT(Required if owner not presenting)
Name: MPB Property LLC	Name: Tim Nardi
Address: 101 Ygnacio Valley Rd., Suite 320 Walnut Creek, CA 94596	Address: 100 S. Ocean Blvd. Manalapan, FL 33462
Phone: 925-977-9060	Phone: 561-540-4827
E-mail: notices@lawrenceinv.com	E-mail: Tim.Nardi@eauresortandspa.com

ARCHITECT/LANDSCAPE ARCHITECT	DEVELOPER/CONTRACTOR:
Name: William A. Hanser	Name: David Andrew Overmyer
Company Name: Leo A. Daly	Company Name: Shawmut Design and Construction
Address: 1400 Centrepark Blvd, Suite 500 West Palm Beach, FL 33401	Address: 560 Harrison Ave Boston, MA 02118
Phone: 561.688.2111 Cell:	Phone: 786-580-3200 Cell:
E-mail: JAGuerriero@leoadaly.com	E-mail: SDC-FF-EauTeam@shawmut.com

APPLICANT'S CERTIFICATION

Tim Nardi

- (I) _____ (owner or authorized agent) affirm and certify that I understand and will comply with all provisions and regulations of the Town of Manalapan, Florida. 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

Updated 03/03/2026

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 Timothy Nardi

STATE OF FLORIDA, COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5th day of AUGUST 2024.

by TIMOTHY NARDI as AUTHORIZED AGENT for MPB PROPERTY LLC.

Personally known _____ or Produced Identification ☒

Type of Identification FLORIDA DRIVER LICENSE

Notary Signature _____

MA. ELIZA EJEL RICHWAGEN
Print Notary Name

SEAL



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	X
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.

Updated 03/03/2026



NARRATIVE

DATE: August 7, 2026

TO: Town of Manalapan, Building & Zoning Dept.

RE: EAU PALM BEACH RESORT AND SPA

REQUEST
On behalf of MPB Property, LLC. (“**Applicant**”), Tim Nardi (“**Agent**”) submits this request for a Site Plan Review (“**SPR**”) for changes to the existing Guestroom Balconies at the Eau Palm Beach Resort and Spa, located on an 8.01-acre site at the intersection of S. Ocean Boulevard and E. Ocean Avenue (“**Site**”) in the Town of Manalapan (“**Town**”).



FIGURE 1 – Location map

Property Address:	100 S. Ocean Blvd. (<i>Figure 1</i>)
Parcel Control Number (“PCN”):	42434502000010021
Zoning:	Commercial District (“ C3 District ”)
Municipality:	Town of Manalapan (“ Town ”)

The Applicant proposes to update and modernize the guestroom balconies including new railings and application of a decorative cladding to the side walls and ceiling for the Eau Palm Beach Resort and Spa. See the plan, photograph, and rendering included with the submittal for the details.

- The new railings will be black aluminum in heights to match existing and meet code requirements.
- The new cladding is a wood look, vertical batten style in Teak color. A picture and/or sample will be provided at the hearing.
- No landscaping will be affected.
- The replacement of the railings and addition of the cladding will be done over three (3) phases (per tower).

EXISTING:



PROPOSED NEW:



DEMOLITION KEYNOTE LEGEND	
AD001	REMOVE AND DISCARD ALL EXISTING FURNITURE, ARTWORK AND DECORATIVE LIGHTING
AD002	ALL EXISTING FINISHES TO BE REMOVED DOWN TO SHEATHING OR SUBSTRATE IN PREPARATION FOR NEW FINISHES
AD003	REMOVE EXISTING GLIDING DOOR ASSEMBLY.
AD004	REMOVE EXISTING DOOR AND FRAME
AD005	REMOVE ALL EXISTING PLUMBING FIXTURES.
AD006	UNDER SEPARATE PERMIT: EXISTING RAILING TO BE REMOVED. (I/ PRECAST WALL CAP EXISTING: ANY DAMAGE DURING DEMO TO BE REPAIRED OR REPLACED.
AD007	EXPOSED CEMENT MILLWORK TO BE REMOVED
AD008	FLOOR MATERIAL TO BE DEMOLISHED, CLEAN, PATCH & PREP (EPOC). FLOOR SLAB TO BE REPAIRED INFLU AS SPECIFIED.
AD009	INFLU SLAB OPENING PER STRUCTURAL, REPAIR & DETAIL.
AD010	DEMTO PART OF THE RATED WALL.
AD012	DEMO FLOOR ON EACH SIDE OF UNIT DEMING WALL, REPAIR & PREP. (EMTL STUDS TO RECEIVE 2 LAYERS OF 5/8" FR. GWSB.)

DEMOLITION LEGEND

	AREA OF WORK - (N) NEW
	AREA NOT IN CONTRACT (N.I.C.) - (E) EXISTING
	EXISTING CONSTRUCTION TO BE REMOVED
	EXISTING CONSTRUCTION TO REMAIN
	DEMO CEILING PER PLAN NOTES

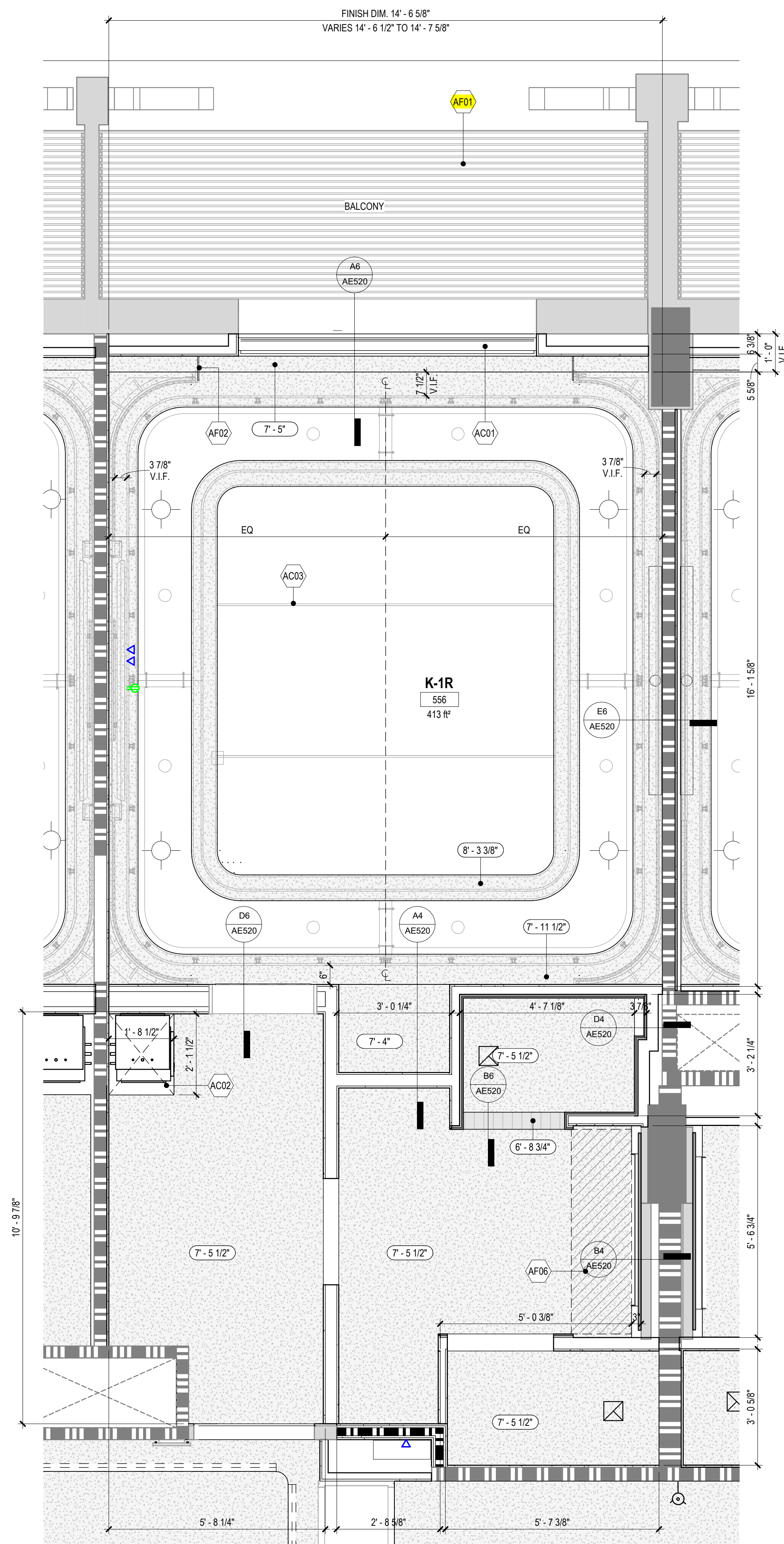
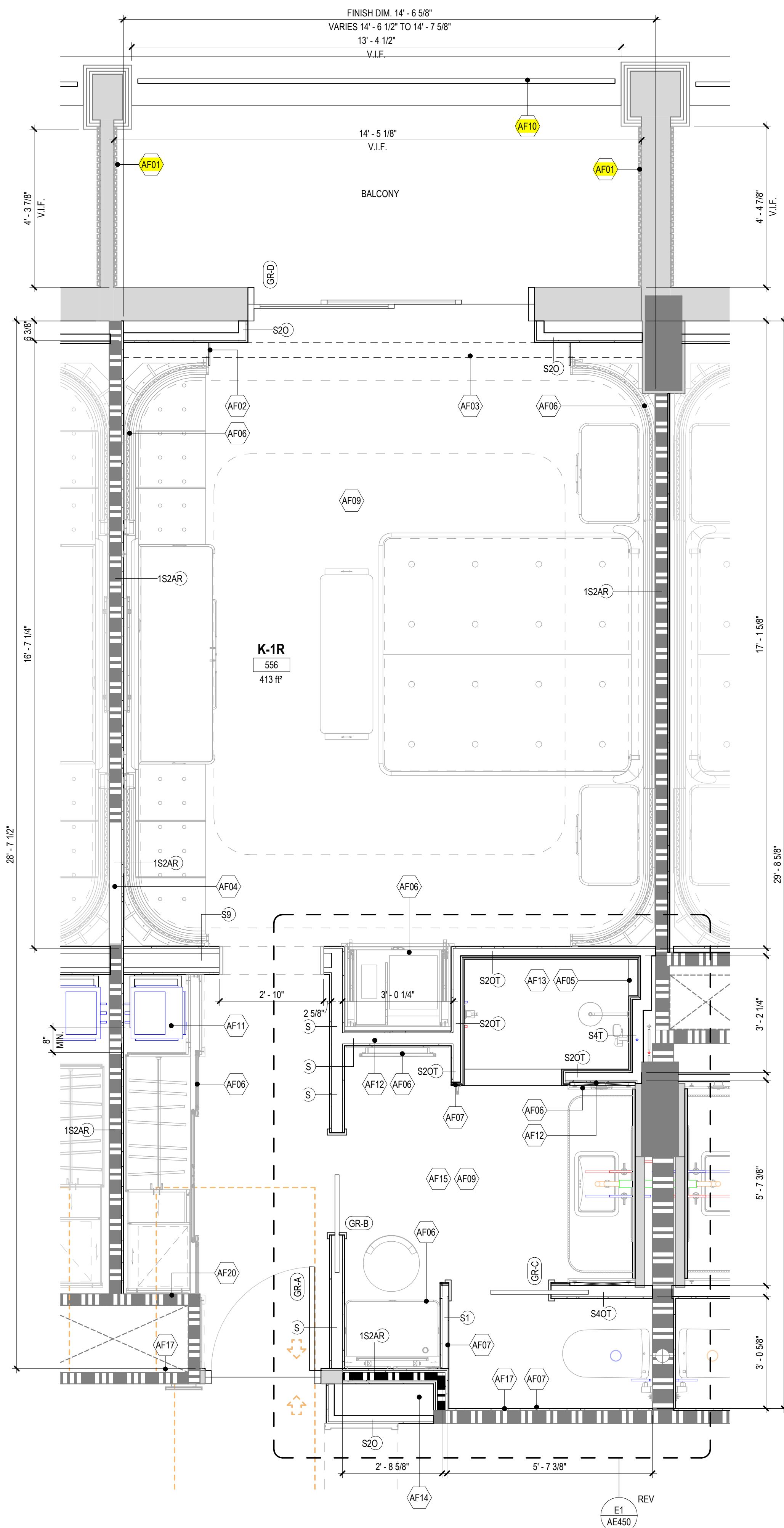
GENERAL NOTES

1. REFER TO PLUMBING DRAWINGS FOR PLUMBING FIXTURES AND FAUCET SELECTIONS.
2. REFER TO INTERIOR DESIGN DOCUMENTS FOR INFORMATION ON FINISHES, INTERIOR ELEVATIONS, FURNITURE AND FURNISHINGS.
3. PROVIDE MOISTURE RESISTANT GYPSUM SHEATHING AT ALL LOCATIONS WITHIN THE RESTROOM.
4. REFER TO ELEC. DWGS. FOR LIGHTING FIXTURE TYPES AND LOADING REQUIREMENTS.
5. SEE SHEETS AD450 & AE451 FOR RESTROOM ENLARGED PLANS.

101 YGNACIO VALLEY RD STE 32
WALNUT CREEK CA 94596

1400 Centrepark Blvd, Suite 500
West Palm Beach, FL 33401
Tel 561.688.2111 Fax 561.697.8040
DPR#: AAC000734

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AE402

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Model: Autodesk Docs://600-10023-000 Eau Palm Beach Hotel/ EAU-Architecture-SC Tower.rvt

7/31/2026 4:25:38 PM

TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: September 8th, 2026

Agenda Item No.: RA. b.ii.

Agenda Item Name: **Architectural Review TARC 26-02 – 131 S. Ocean Boulevard**

BACKGROUND:

Architectural Review-TARC-26-02 - 131 S. Ocean Blvd., The Town of Manalapan seeks the Town Commission's approval for architectural alterations to the western portion of the lot at 131 S. Ocean Blvd. The modifications include installation of an eight (8) foot high chain link fence for storage along the western property line for a length of 125 feet then turning east to create a rectangle that encompasses the existing grassy strip. Landscaping will be removed only at the southeastern portion where a rolling chain link gate is proposed.

MOTION:

- Move to approve/disapprove Architectural Review TARC 26-02

ATTACHMENTS:

- Development Application
- Development Drawings



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

DEVELOPMENT APPLICATION

Submittal Date: 8/10/2026

Property Control # 42-43-45-02-00-001-0030

PROPERTY OWNER(S)	AUTHORIZED AGENT
Name: MPB Property LLC	Name: Tim Nardi
Address: 101 Ygnacio Valley Rd., Suite 320 Walnut Creek, CA 94596	Address: 100 S. Ocean Blvd. Manalapan, FL 33462
Phone: 925-977-9060	Phone: 561-540-4827
E-mail: notices@lawrenceinv.com	E-mail: tim.nardi@eapalmbeach.com

ARCHITECT/LANDSCAPE ARCHITECT	DEVELOPER/CONTRACTOR:
Name: NA	Name: David Andrew Overmyer
Company Name:	Company Name: Shawmut Design and Construction
Address:	Address: 560 Harrison Ave Boston, MA 02118
Phone: Cell:	Phone: 786-580-3200 Cell:
E-mail:	E-mail: SDC-FF-EauTeam@shawmut.com

APPLICANT'S CERTIFICATION

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

Signature Tim Nardi
Print Name Tim Nardi

Updated 1/29/26

STATE OF FLORIDA, COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10TH day of, AUGUST 2020.

by TIM NARDI as AUTHORIZED AGENT for MPB PROPERTY LLC

Personally known _____ or Produced Identification ☒

Type of identification FLORIDA DRIVER LICENSE

Notary Signature

MA. ELIZA EJEL RICHWAGEN

Print Notary Name

SEAL



CHECK BELOW WHERE APPLICABLE

ARCHITECTURAL REVIEW-Level 1 \$450	PUD or 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	X
PAVER AGREEMENT \$500	ZONING TEXT/MAP OR COMP PLAN AMENDMENT \$2,500	

The owner, architect or other authorized agents are urged to attend the meeting. Each applicant must familiarize himself 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 I 52.23. All residents are notified of applicant's request by mail.

All applications must be complete, signed, notarized and submitted by the deadline date.

Items To be Submitted:

1. This Application
2. Agent's Authorization Letter (where applicable)
3. Application Fee
4. Model (if applicable)
5. 11 set of plans; 2 signed and sealed
 - a. Plans are to be stapled and folded, not to exceed: fifteen (15) inches long and ten (10) inches wide with the narrative letter attached to the top of the plans.

SYMBOL LEGEND:

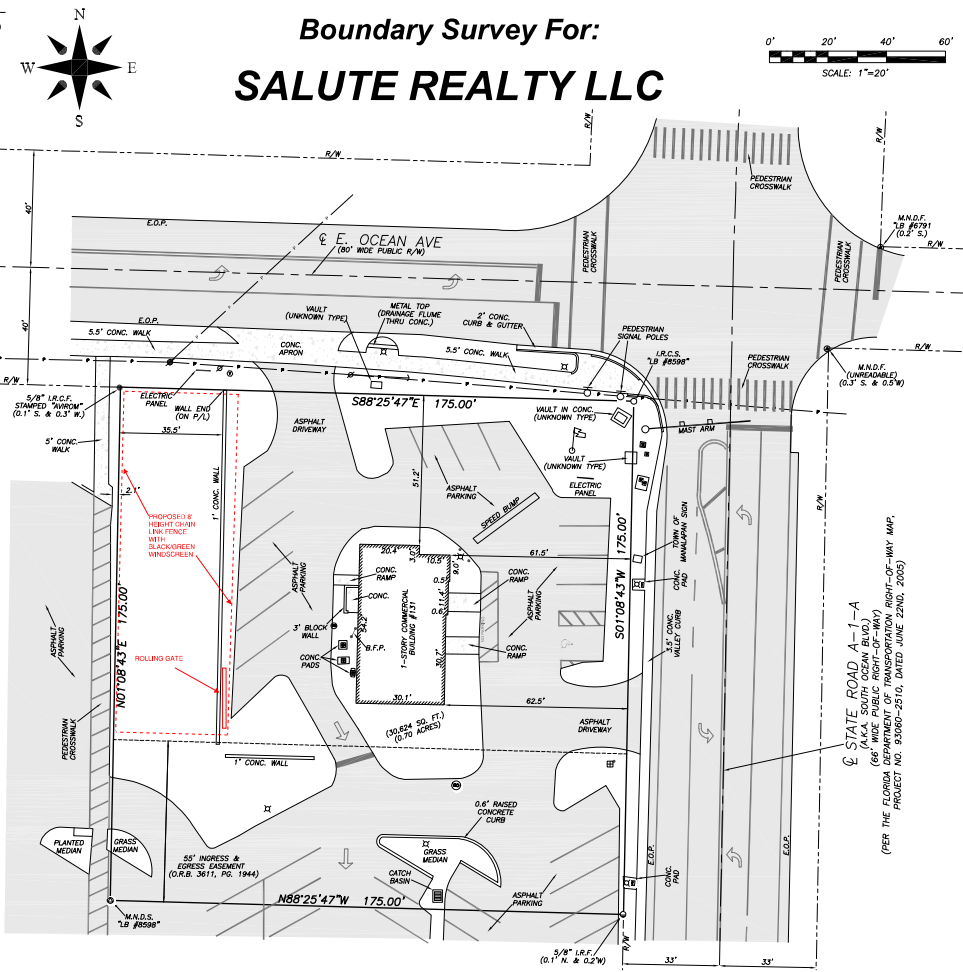
- Iron Rod & Cap found (as noted) (RCF)
- Iron Rod & Cap found (as noted) (MDF)
- Iron pipe found (as noted) (FP)
- Iron rod not cap set (noted) (FP)
- Nail found (as noted) (MDF)
- Nail found (FP)
- Nail Magn N/ail found (as noted)
- Nail Magn N/ail found (FP)
- Railroad spike found (RSP)
- Railroad spike found (CMS) LB #8598
- Nail rod & disc set (RMS) LB #8598
- 5/8" Iron rod & cap set (RMS) LB #8598
- Nail rod set (RMS)
- Nail rod set (RMS)
- Back flow preventer (BFP)
- Water gate valve (WGV)
- Water meter (WM)
- Well point (WP)
- Fire Hydrant (FH)
- Siltation control valve (SCV)
- Sprinkler (SP)
- Fire department connection (FDC)
- Cable TV riser (CR)
- Cable TV riser (CR)
- Electric service (ES)
- Electric meter (EM)
- Electric machine (EM)
- Electric pull knob (EPB)
- Flood light (FL)
- Concrete power pole (CPR)
- Ground power pole (GPP)
- Metal power pole (MPP)
- Guy anchor cable (GA)
- Guy anchor (GA)
- Air conditioner unit (AC)
- Light pole (LP)
- Sanitary sewer manhole (SSM)
- Sanitary cleanout (SC)
- Gaseous Tank (GT)
- Sanitary service (SS)
- Sanitary gate valve (SGV)
- Telephone trap manhole (TTM)
- Telephone vault (TV)
- Telephone vault (TV)
- Telephone riser (TR)
- Traffic signal pole (TSP)
- Traffic signal vault (TSV)
- Catch basin (CB)
- Catch basin manhole (CBM)
- Yard inlet (YI)
- Well inlet (WI)
- Gas meter (GM)
- Gas Valve (GV)
- Gasometer (GAS)
- Roll-off pump (RP)
- COLLUM
- Distributing unit (MU)
- Sign (SG)
- Mailbox (MB)
- Boat lift (BL)
- Flag pole (FP)
- Handrail post (HP)
- Handicap parking (HC)
- Arrow left (AL)
- Arrow right (AR)
- Arrow straight (AS)

Diagram illustrating the vertical arrangement of various overhead power line components, ordered from top to bottom:

- CHAIN LINK FENCE
- WOOD FENCE
- METAL FENCE
- VINYL FENCE
- GUARD RAIL
- OVERHEAD POWER

0' 20' 40'

SCALE: 1"=20'



- NOTES:**
1. No title policy or commitment affecting title or boundary to the subject property has been provided. It is possible there are deeds and easements recorded or unrecorded, which could affect this survey and boundaries. This office has no search of the Public Records.
 2. Elevation shown hereon, if any, are in feet and decimal parts thereof and are based on NAVD-88. The expected accuracy of the elevations shown hereon is ± 0.02 for the horizontal and ± 0.10 for the vertical, thus ± 0.10 and ± 0.1 (shown thus ± 0.1) for the soft surface elevations. Elevation shown hereon are U.S. feet unless otherwise noted.
 3. Description furnished by client or client's agent.
 4. Unless presented in digital form with electronic seal and electronic signature this survey must bear the signature and the official seal of a Florida Licensed Surveyor or Engineer on this drawing, sketch, or map for informational purposes only and is not valid.
 5. This survey cannot be transferred or assigned with the specific written permission of Wallace Land Surveying, LLC. Original Record of Authorization Number LB8596.
 6. Except as shown, underground and overhead improvements are not located. Underground foundations not located.
 7. The survey sketch shown hereon does not necessarily contain all of the information obtained or developed by the undersigned surveyor in his field work, office work or research.
 8. No responsibility is assumed by this surveyor for the construction of improvements, from building files shown on this survey.
 9. Revisions shown hereon do not represent a "survey update" unless otherwise noted.
 10. All dates shown within the revisions block hereon are for interoffice filing use only and in no way affect the date of the field survey stated herein.
 11. In some instances, graphic representations have been exaggerated to more clearly illustrate the relationships between physical improvements shown hereon. The surveyor disclaims any liability to control the location of the improvements over scaled positions.
 12. It is a violation of Rule 5-1.7 of the Florida Administrative Code to alter this survey without the express prior written consent of the Surveyor. Additions and/or deletions made to the face of this survey will make this survey invalid.
 13. The existence of fences, ditches, or other exterior boundary lines shown hereon is not known and thus are not listed as encroachments. Fences, hedges and/or perimeter walls are shown in their relative position to the boundary.
 14. The expected horizontal accuracy of the information shown hereon is $\pm 0.10'$.

This survey is made specifically and only for the following parties for the purpose of a closing on the surveyed property.

The undersigned surveyor assumes no responsibility or liability for any other purpose or to any other party other than stated above.

131 S Ocean Boulevard

Manalapan, FL 33462

A parcel of land in Govern

bounded as follows:

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

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

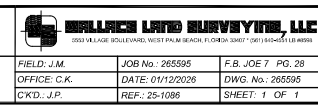
This property is lo

No. 12099C0783G, dated 12/20/2024.

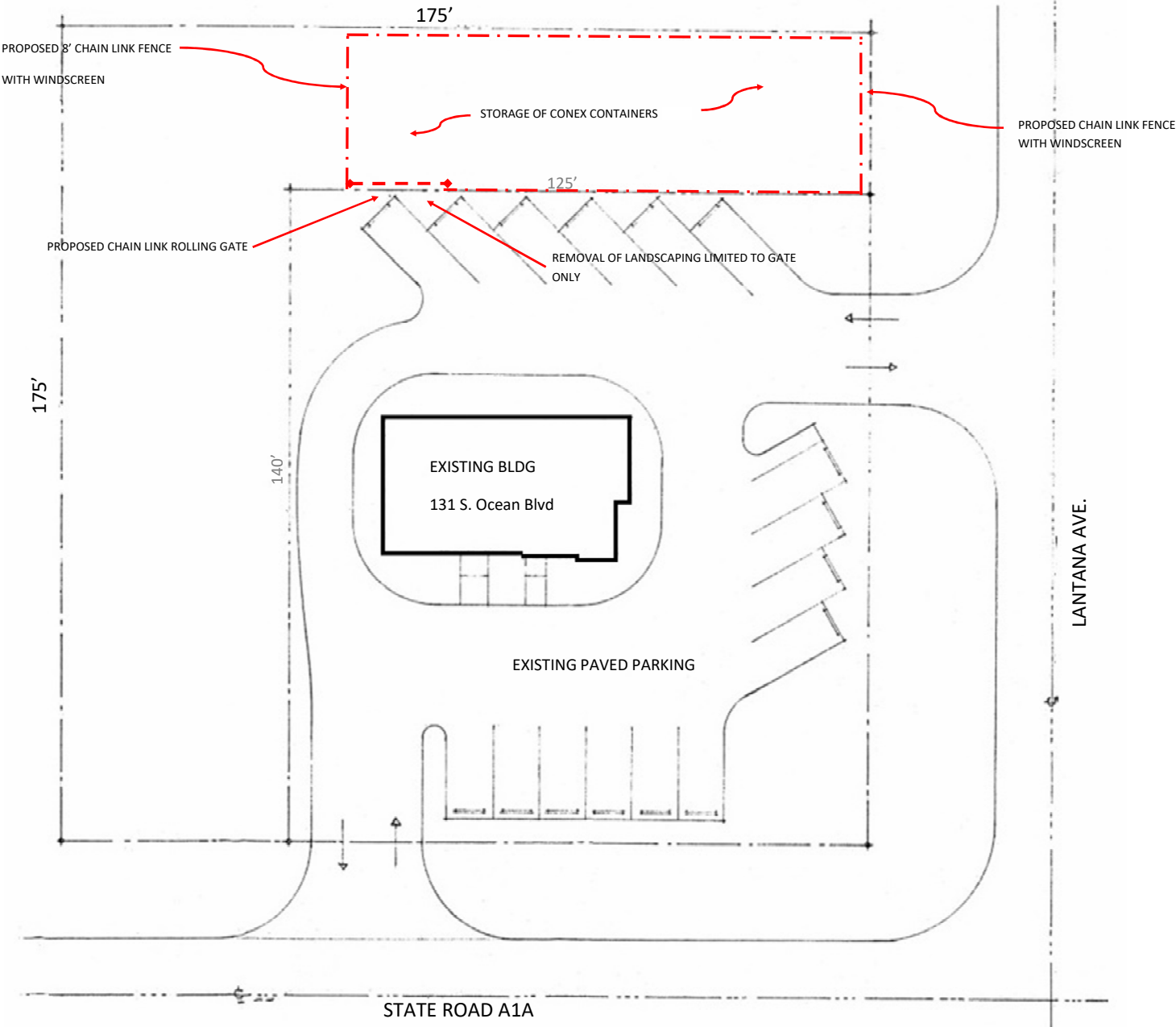
I HEREBY ATTEST that the survey shown herein meets the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers adopted in Rule 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida Statutes, effective September 1, 1981.

DATE OF LAST FIELD SURVEY: 01/09/2026

William M. Neulty
Professional Surveyor and Mapper
Florida Certificate No. 7558

Salute Realty LLC

REVISIONS:



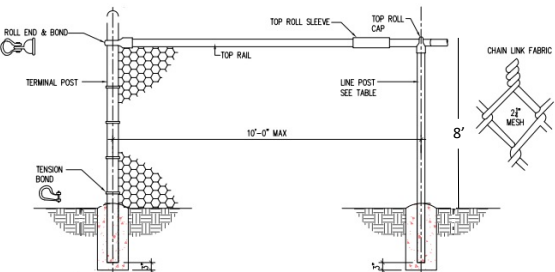
LEYEND

- Proposed new 8' chain link fence with visibility barrier/privacy/wind screen
- Proposed new gate

SITE WORK SCOPE OF WORK

- 1. New chain link fence with rollable gate as shown
- 2. Provide windscreen as a privacy barrier. Color black or dark green.
- 3. Remove existing bushes at proposed rolling gate area to allow access to enclosed area

*IMPROVEMENTS TO ENSURE ALL SYSTEMS ARE OPERATIONAL ONLY, NOT A RENOVATION OF THE SPACE



TYP CHAIN LINK FENCE DETAIL

PROJECT

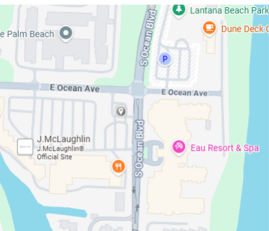
131 One Story Building
131 S. Ocean Blvd.
132 Lantana Fl 33462

GENERAL

CONTRACTOR

SHAWMUT DESIGN &
CONSTRUCTION
700 S. Rosemary ave
Ste204-129
West Palm Beach Fl 33401

KEY PLAN



SITE PLAN
NTS

LEGAL DESCRIPTION

A PARCEL OF LAND IN GOVERNMENT LOT1, SECTION2, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BOUNDED AS FOLLOWS: ON THE NORTH BY THE SOUTH RIGHT OF WAY LINE OF LANTANA AVE (AN 80 FOOT RIGH OF WAY); ON THE EAST BY THE WEST RIGH OF WAY OF STATE ROAD A1A (66 FOOR RIGHT OF WAY); ON THE WEST BY A LINE PARALLEL TO AND 175 FEET WESTERLY FROM (AS MEASURED ALONG THE SOURTH RIGHT OF WAY LINE OF LANTANA AVE) THE WEST RIGHT OF WAY LINE OF STATE ROAD A1A AND ON THE SOUTH BY A LINE PARALLEL TO AND 175 FEET SOUTHERLY FROM (AS MEASURED ALONG THE WEST RIGHT OF WAY LINE OF STATE ROAD A1A) THE SOUTH RIGH OF WAY LINE OF LANTANA AVENUE.
CONTAINING 30625 SQUARE FEET OR 0.7031 ACRES, MORE OR LESS.

TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: September 8th, 2026

Agenda Item No.: RA. b.iii.

Agenda Item Name: **Special Exception SE-26-03** 1860 S. Ocean Boulevard

BACKGROUND:

Special Exception-SE-26-03 - 1860 S. Ocean Blvd., 1860 South Ocean Boulevard Trust, requests the Town Commission's approval for a Special Exception to allow a beach house on the East side of A-1-A in accordance with Sec.151.093(B) of the Town Zoning Code. The Town Commission previously approved a beach house at this property in December of 2024, this new application proposes only modifications to the hardscape and landscape design.

MOTION:

- Move to approve/disapprove Special Exception SE-26-03.

ATTACHMENTS:

- Narrative
- Development Application
- Development Drawings
- Special Exception Use Criteria
- Special Exception Modification Request



Land Planning
Landscape Architecture
Landscape Management

August 4 ,2026

Town of Manalapan
Building & Zoning Department
600 S. Ocean Blvd
Manalapan, Florida 33462

ATTN: Building Review
Re: 1860 S Ocean Blvd
Our Ref # 22061.00
Permit #

Narrative of Changes:

Deck (250 sf. Maximum, attached to the beach house

- Deck is one contiguous, attached structure sized at 250 s.f.

Ground-Level Walkway (4 ft. wide, extending from A1A)

- Access from A1A to the beach house is limited to one ground-level walkway at a maximum of 4 feet.

Walls, Fences, Gates, and Hedges (2.5 ft maximum height, per Sec. 151.106(A))

- Site wall is limited to 2.5 feet in height.

Oolite Retaining Wall

- Site wall is limited to 2.5 feet in height.

Oolite Garden Elements

- All garden elements are non-structural

The attached plan reflects the above-outlined revisions.

If there are any questions regarding this project, please feel free to reach out to our office.

Thank you for your assistance.

Dustin Mizell, MLA RLA #6666784

Environment Design Group



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

DEVELOPMENT APPLICATION

Submittal Date: 08.07.26

Property Control # 42-43-45-10-01-000-0081

PROPERTY OWNER(S)	AUTHORIZED AGENT(Required if owner not presenting)
Name: 1860 S OCEAN BLVD TRUST	Name: DUSTIN mizell
Address: 222 Lakewood Ave Ste 500 West Palm Beach FL 33401	Address: 315 9th ST. VWPB, FL 33414
Phone: 942.844.4750	Phone: 561 832 4600
E-mail: Ron@ppmechanical.com	E-mail: DUSTIN@ENVIRONMENTDESIGNGROUP.COM

ARCHITECT/LANDSCAPE ARCHITECT	DEVELOPER/CONTRACTOR:
Name: Dustin mizell	Name:
Company Name: ENVIRONMENT DESIGN GROUP	Company Name:
Address: 315 9th ST. VWPB, FL 33414	Address:
Phone: 561 832 4600 Cell:	Phone: Cell:
E-mail: DUSTIN@ENVIRONMENTDESIGNGROUP.COM	E-mail:

DM

APPLICANT'S CERTIFICATION

- (I) X (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

Updated 03/03/2026

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 Dustin Mizell

STATE OF FLORIDA, COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10th day of August 20 26,
by Dustin Mizell as Authorized Agent for 1860 S Ocean Blvd.

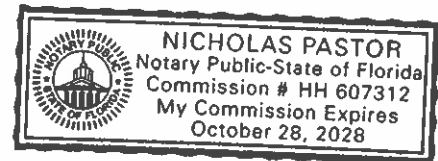
Personally known _____ or Produced Identification _____

Type of Identification _____

Nicholas Pastor
Notary Signature
Nicholas Pastor

Print Notary Name

SEAL



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	X
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.

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: Correct. The application is for a beach house for the use of property owner and its bona fide guests only

(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: The revised plan does not introduce any new activity, occupancy, or operational change that would affect public health, safety, or welfare

(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: This application does not affect neighboring 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: The application is compatible with adjoining development and will not impair light or air to adjoining properties.

(5) That adequate landscaping and screening is provided.

Response: Adequate landscaping and screening will be provided in the property.

(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.

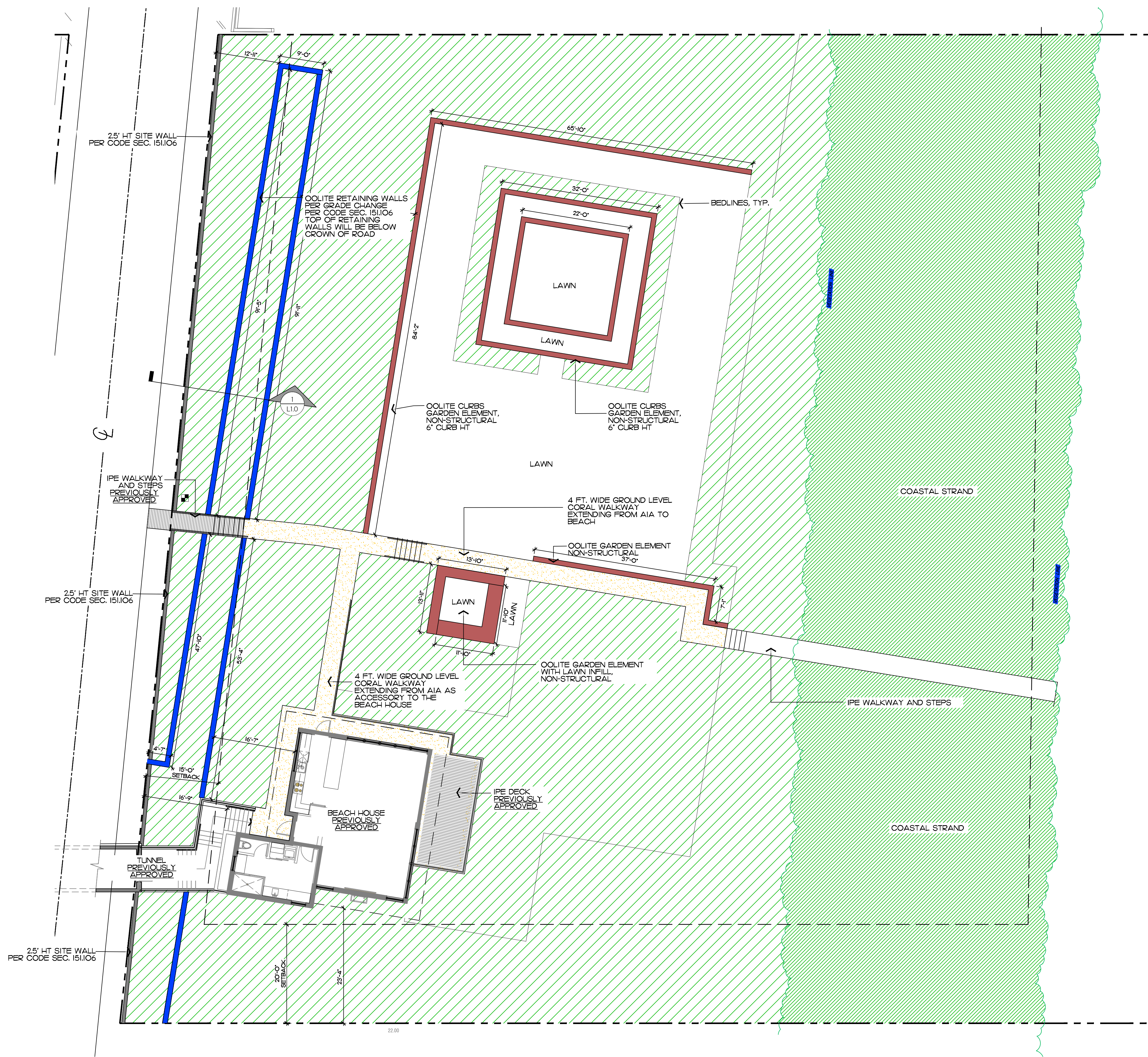
Response: Adequate off street parking is provided at main property lot and visitors will not interfere with traffic in abutting streets.

(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: The application conforms with all applicable regulations

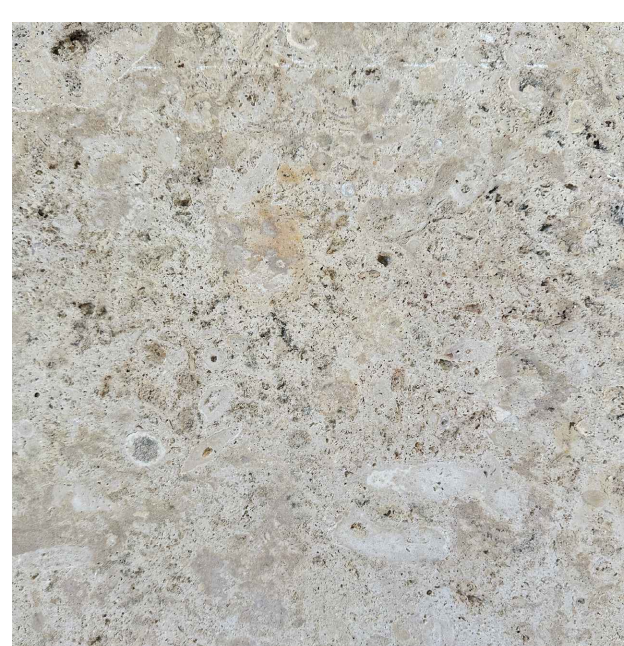
(8) That the use not result in substantial economic, noise, glare or odor impacts on adjoining properties generally in the district.

Response: The application generates no noise, glare, odor, or economic impact on adjoining properties

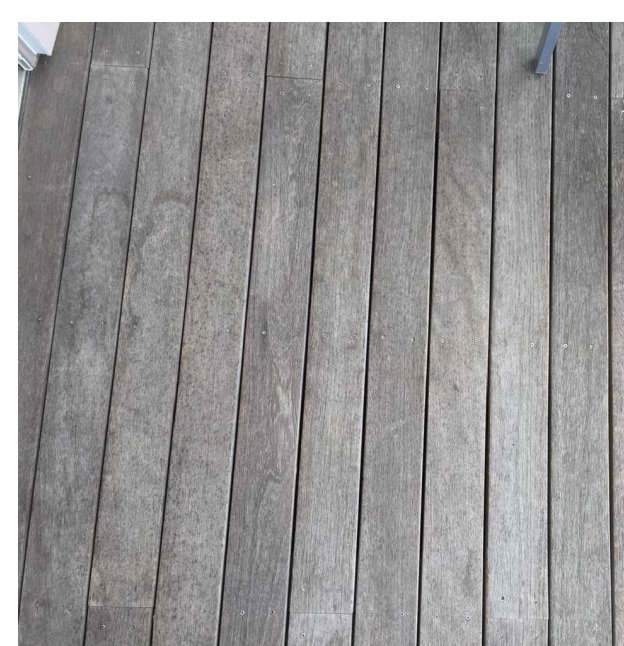


PROPOSED VEGETATION PLANTING (SEE LANDSCAPE PLAN)

EXISTING COASTAL STRAND VEGETATION



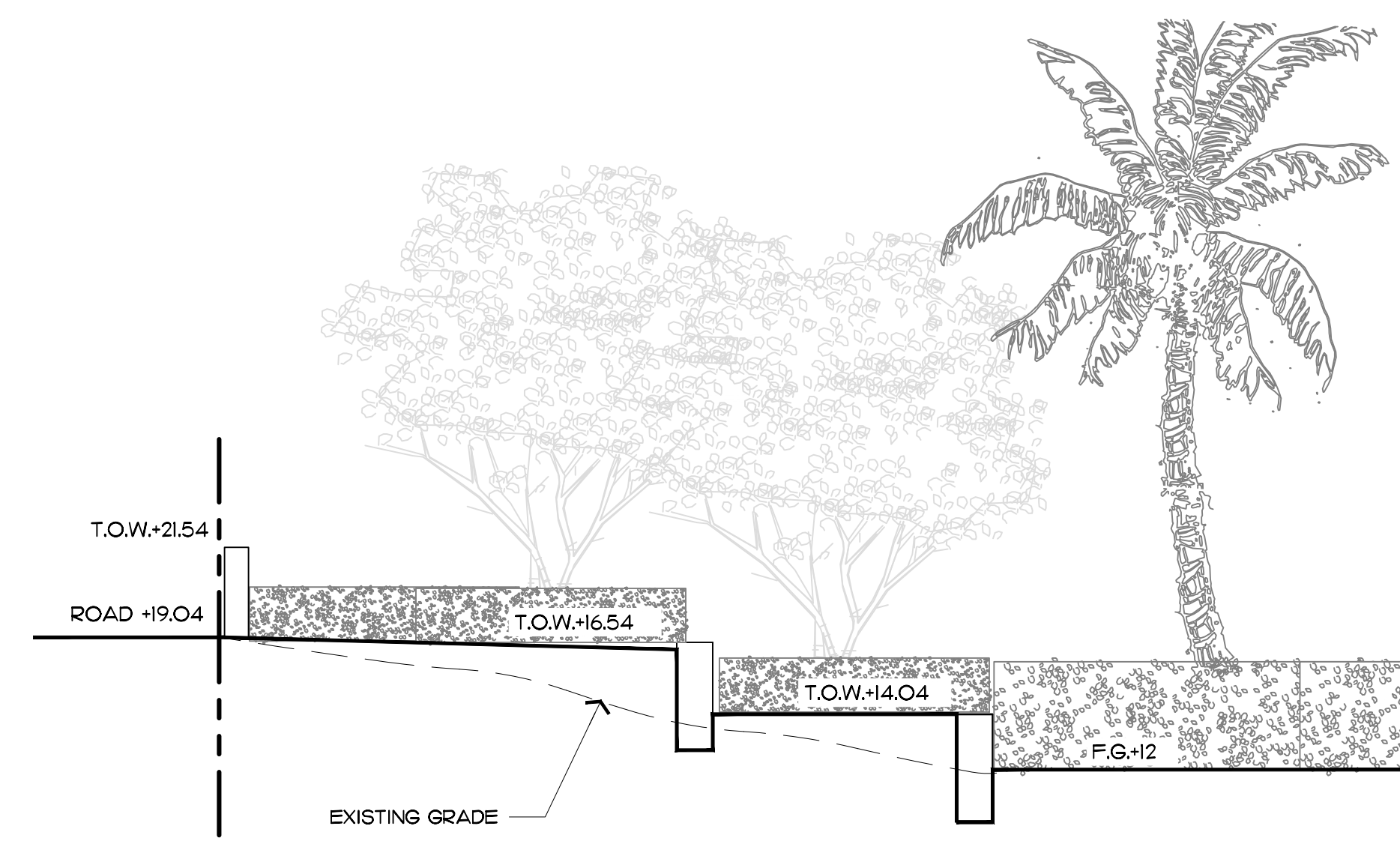
CORAL STONE
•ALL 4' WIDE WALKWAY AREAS



IPE WOOD
•BEACH HOUSE DECK, WEST STEPS



OOLITE BLOCK
•ALL GARDEN ELEMENTS, RETAINING WALLS



Retention Wall Section

SCALE: 1/4"=1'-0"

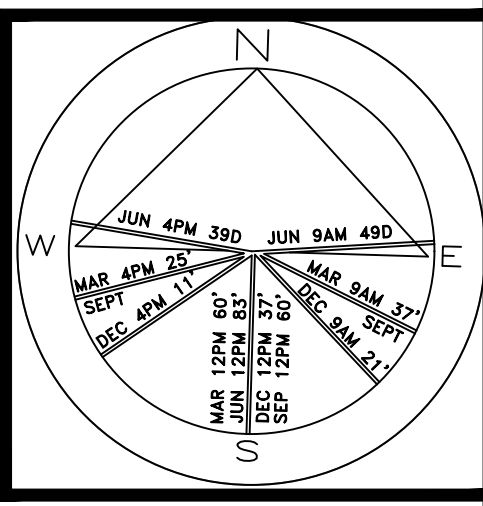
ENVIRONMENT
DESIGN
GROUP

139 North County Road 570-8 Palm Beach, FL 33480
Phone: 561.832.4000 Mobile: 561.313.4424

Landscape Architecture
Land Planning
Landscape Management

Dustin M. Mizell, M.L.A. #6666784
dustin@environmentdesigngroup.com

Private Residence
1860 South Ocean Blvd
Town of Manalapan



JOB NUMBER: # 22061.00 LA
DRAWN BY: Caleb Weigel

DATE: 08.04.2026

SHEET L1.0

2025
COPYRIGHT: The following drawings are instruments of service to the Landscape Architect. They are not products of design. All ideas, designs, arrangements and plans indicated or represented by this/these drawings are owned by and the property of the designer, and were created, evolved and developed for use on and in connection with this project. None of such ideas, designs, arrangements or plans shall be used by or disclosed to any person, firm or corporation without the written permission of the Landscape Architect.

2025
DISCLAIMER: Construction, as the term is generally understood, and that ENVIRONMENT DESIGN GROUP does not provide landscape architectural services during construction, including on-site monitoring, site visits, shop drawing review, design clarification, etc., the client agrees to indemnify and hold harmless ENVIRONMENT DESIGN GROUP from any liability arising from acts or omissions in the performance of said services during construction by the client, and his/her agents, employees, or subcontractors.

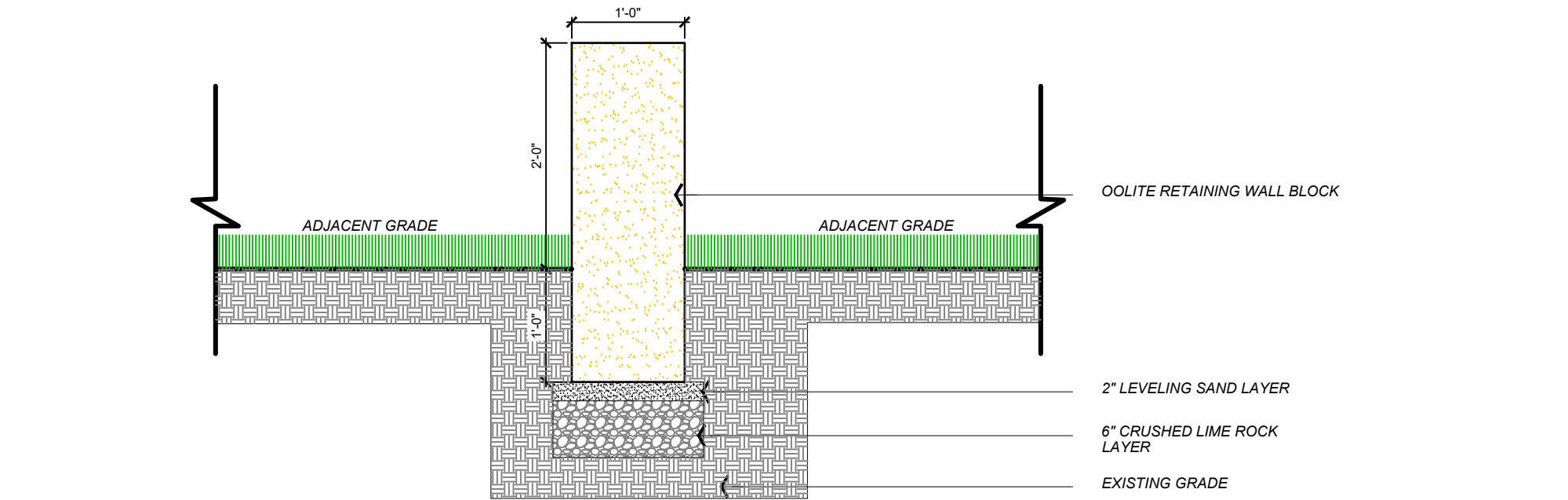
48 HOURS BEFORE DIGGING
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE ONE CALL
OF FLORIDA, INC.

Beach Parcel Site Plan

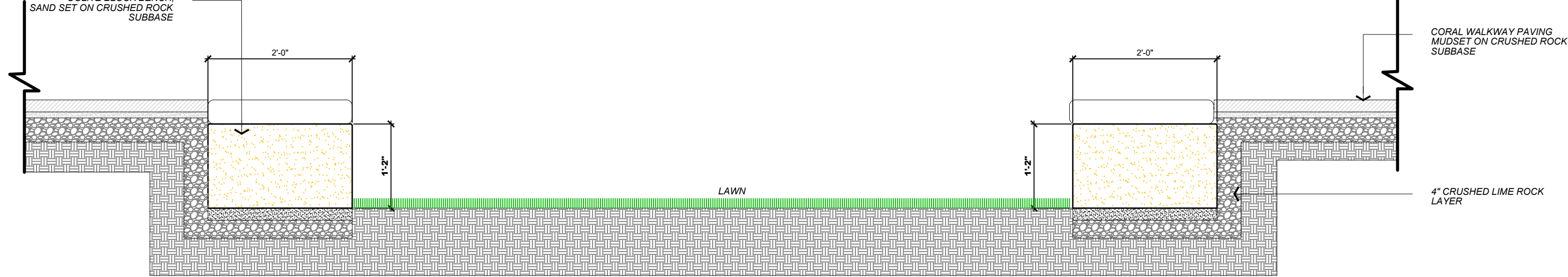
SCALE IN FEET: 3/32"=1'

64 sf.

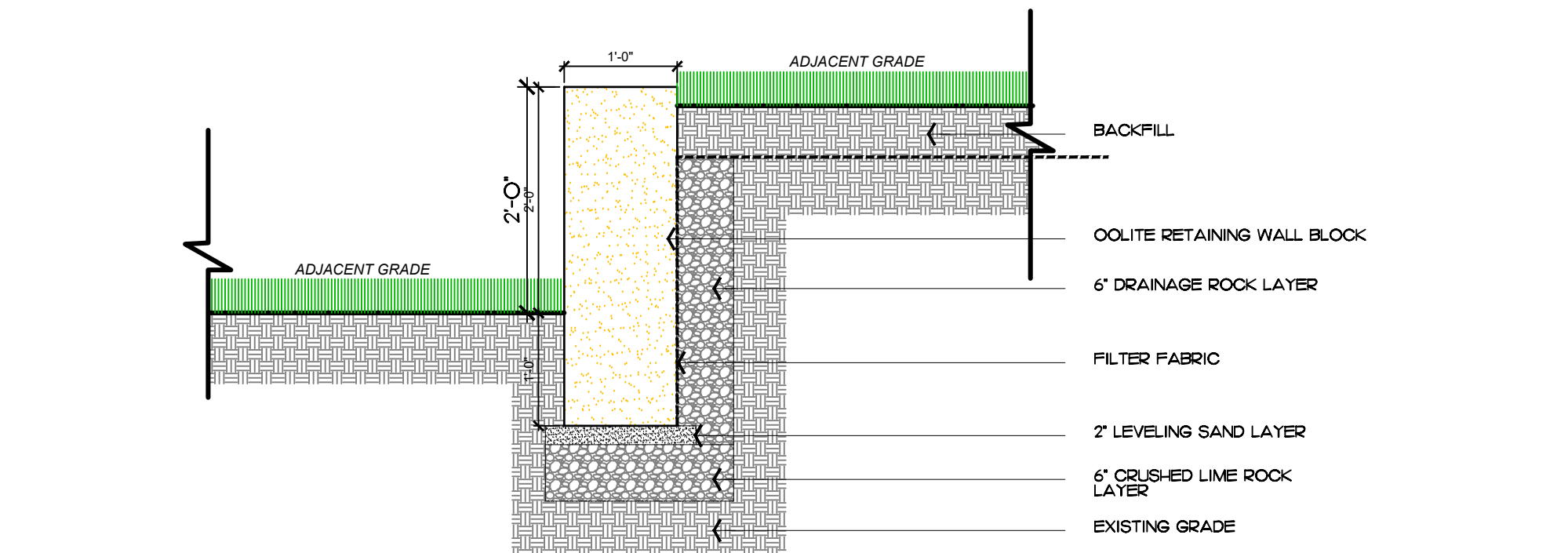
AREA IN SQ.FT.



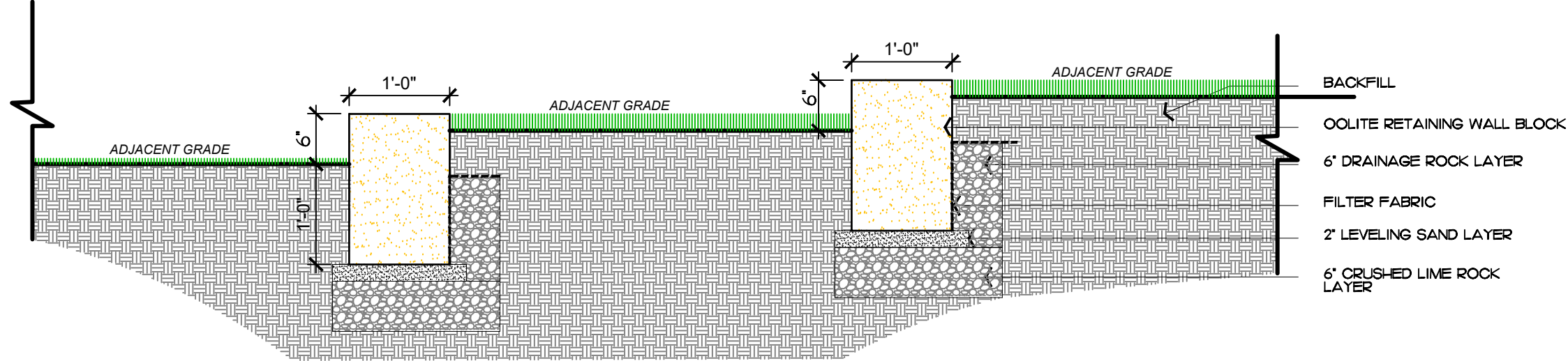
1
B1.1
Oolite Retaining Wall
SCALE: 1" = 1'-0"



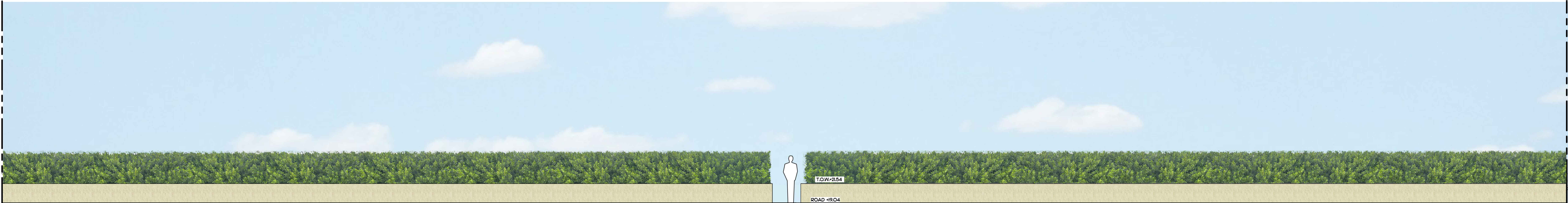
2
B1.1
Oolite Garden Element w/ Lawn Infill
SCALE: 1" = 1'-0"



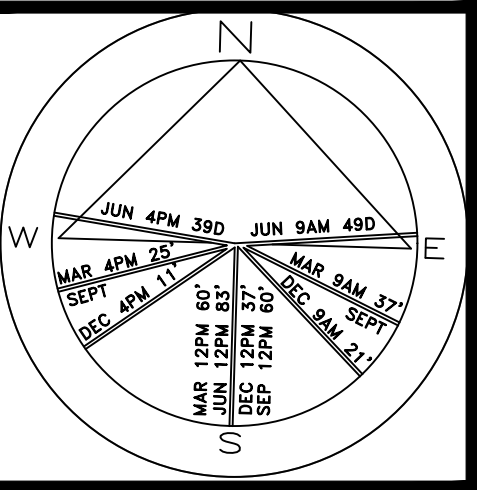
3
B1.1
Oolite Retaining Wall
SCALE: 1" = 1'-0"



3
B1.1
Oolite Garden Element
SCALE: 1" = 1'-0"



1
L1.0
Retention Wall Section
SCALE: 1/4"=1'-0"



JOB NUMBER: # 22061.00 LA
DRAWN BY: Caleb Weigel
DATE: 08.04.2026

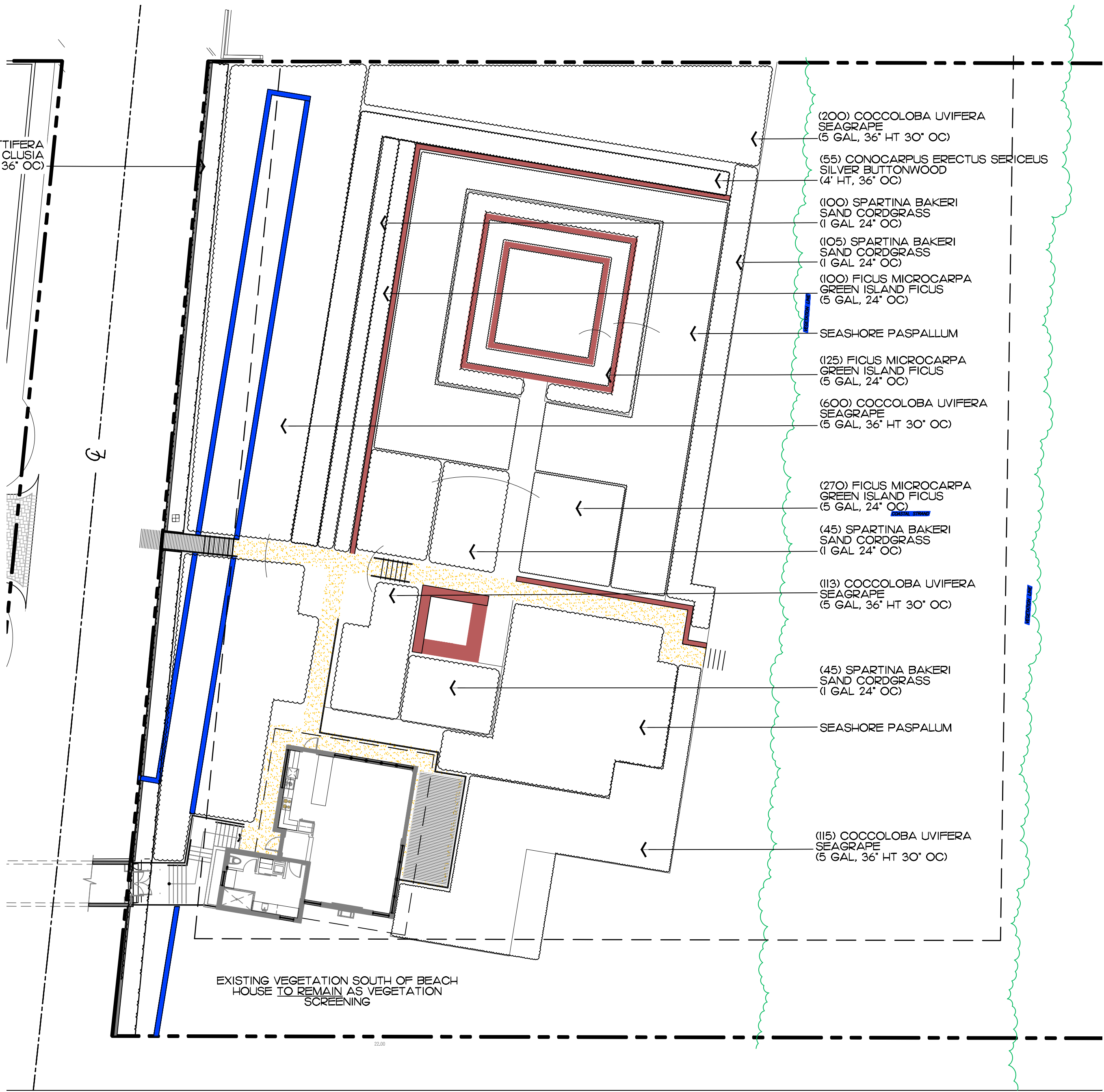
COPYRIGHT: 2025
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DISCLAIMER: 2025
Construction, as the term is generally understood, and that ENVIRONMENT DESIGN GROUP does not provide landscape architectural services during construction, including on-site monitoring, site visits, shop drawing review, design clarification, etc., the client agrees to indemnify and hold harmless ENVIRONMENT DESIGN GROUP from any liability arising from, acts or omissions in the performance of said services during construction by the client, and his/her agents, employees, or subcontractors.

48 HOURS BEFORE DIGGING
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE ONE CALL
OF FLORIDA, INC.

Beach Parcel Details
SCALE IN FEET: 1/16"=1'

SHEET B1.1
64 sf.
AREA IN SQ.FT.



Beach Parcel Landscape Plan

Shrubs

SCALE IN FEET: 1/16"=1'=0

SYMBOL/KEY	PLANT NAME	QTY.	DESCRIPTION	NATIVE	DROUGHT TOLERANCE
	COCCOLOBA UVIFERA SEAGRAPE	915	5 GAL, 36" HT 30" OC	YES	YES
	CLUSIA GUTTIFERA CLUSIA	65	6' OA HT, 36" OC	NO	YES
	FICUS MICROCARPA GREEN ISLAND FICUS	495	5 GAL, 24" OC	NO	YES
	CONOCARPUS ERECTUS SERICEUS SILVER BUTTONWOOD	55	4' HT, 36" OC	YES	YES
	SEASHORE PASPALUM	AS NEEDED	SOD PALLETS	YES	YES
	SPARTINA BAKERI SAND CORDGRASS	295	1 GAL 24" OC	YES	YES

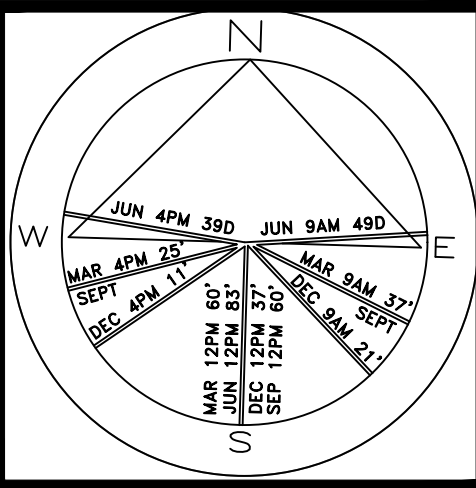
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139 North County Road SF20-B Palm Beach, FL 33480
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Dustin M. Mizell, M.L.A. R.L.A. #6666784
Dustin@environmentdesigngroup.com

Private Residence
1860 South Ocean Blvd
Town of Manalapan



JOB NUMBER: # 22061.00 LA
DRAWN BY: Caleb Weigel
DATE: 08.04.2026

SHEET B2.0

Beach Parcel Landscape Plan

SCALE IN FEET: 3/32"=1'

64 sf.

AREA IN SQ.FT.



ENVIRONMENT
DESIGN
GROUP

139 North County Road 5420-8 Palm Beach, FL 33480
Phone: 561.832.4600 Mobile: 561.313.4424

Landscape Architecture
Land Planning
Landscape Management

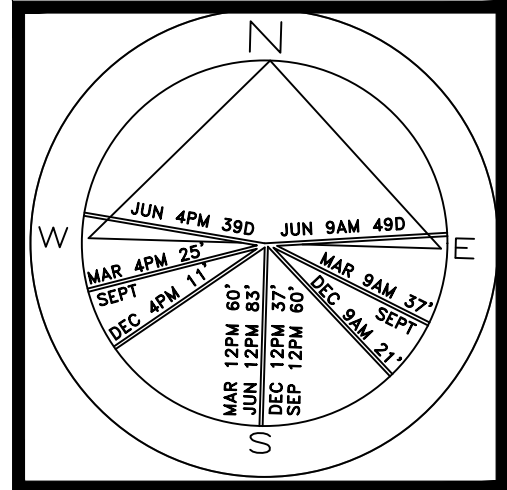
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Private Residence

1860 South Ocean Blvd

Town of Manalapan

F L O R I D A



JOB NUMBER: # 22061.00 LA
DRAWN BY: Caleb Weigel
DATE: 08.04.2026

SHEET B2.0

64 sf.

AREA IN SQ.FT.

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DISCLAIMER: 2025

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Beach Parcel Plan Rendering

SCALE IN FEET: 1/16"=1'

TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: September 8th, 2026

Agenda Item No.: RA. b.iv.

Agenda Item Name: 131 S. Ocean Blvd. lease agreement with MPB Property LLC

BACKGROUND:

The proposed Lease Agreement allows MPB Property, LLC to lease the Town-owned property at 131 South Ocean Boulevard for an initial one-year term beginning September 11, 2026. The Tenant will pay the Town \$4,600 per month in rent and will be responsible for all utilities and telecommunications expenses associated with the property. Following the initial term, the lease will automatically renew on a month-to-month basis unless either party provides the required notice of non-renewal. The Tenant accepts the property in its existing condition and is responsible for determining its suitability and compliance with applicable requirements. The agreement allows the Town to generate rental income from the property during the period prior to its future redevelopment or use for Town purposes.

MOTION:

- Move to approve/disapprove lease agreement for 131 S. Ocean Blvd.

ATTACHMENTS:

- Lease agreement with MPB Property for 131 S. Ocean Blvd.

LEASE AGREEMENT BETWEEN MPB PROPERTY, LLC AND THE TOWN OF MANALAPAN, FLORIDA

This Lease ("**Lease**"), made effective as of September 11, 2026 ("**Effective Date**"), is made by and between

TOWN OF MANALAPAN, a Florida municipality organized and existing under the laws of the State of Florida, whose address is **600 S. Ocean Boulevard, Manalapan, Florida 33462** ("**Landlord**"), and

MPB Property, LLC, a Delaware limited liability company, whose address is 101 Ygnacio Valley Road, Ste 320, Walnut Creek, CA 94596 ("**Tenant**").

Landlord and Tenant are also sometimes referred to herein, collectively, as the "**Parties**," or individually as a "**Party**."

1. Leased Property.

1.1 In consideration of the payment of the Rent (as defined below), the mutual covenants, and each and every act to be performed by Landlord and Tenant under this Lease, Landlord hereby lets and demises to Tenant and Tenant hereby leases from Landlord for the Term (as defined below) and upon the terms and conditions set forth in this Lease the non-exclusive use of the premises known as **131 S. Ocean Boulevard, Manalapan, Florida 33462** (the "**Premises**").

1.2 Quiet Enjoyment. Upon payment by Tenant of all Rent (as defined below) and other charges and the performance of all the covenants, conditions, and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet enjoyment of the Premises for the Term, subject to all terms of this Lease and the Permitted Exceptions (as defined below).

2. Term.

2.1 Commencement Date. The commencement date ("**Commencement Date**") shall be on **September 11, 2026**. Rent shall commence on the Commencement Date.

2.2 Lease Term. The initial lease term ("**Initial Lease Term**") shall be the period that commences on the Commencement Date and that ends on **September 11, 2027**.

2.3 Lease renewal. Assuming the rent is current and the Lease is not otherwise in default, following the Initial Lease Term, this Agreement shall auto-renew by consecutive one month periods (each period called a "**Renewal Lease Term**"), unless either party provides the other with written notice of non-renewal at least ten **(30) days** prior to the expiration of the then current term. All of the terms and conditions of this Lease shall continue in full force and effect during each of the Renewal Lease Terms.

3. Rent.

3.1 Fixed Rent. Beginning on the Commencement Date and continuing thereafter for each Lease Year during the Term, Tenant shall pay to Landlord, as Base Rent, the monthly sum of **\$4,600.00 ("Base Rent")**. The Base Rent shall be payable in equal and consecutive monthly installments, in advance, on the first (1st) day of each calendar month. If the Commencement Date occurs on a date other than the first day of the month, the first installment of Base Rent shall be a prorated amount based upon the number of days in such month. All rent and other payments to be made by Tenant to Landlord shall be made payable to Landlord and sent to Landlord at the place to which notices to Landlord are required to be sent, unless Landlord shall direct otherwise by notice to Tenant.

3.2 Tenant Utilities. Tenant shall be responsible for the payment for all water, gas, electricity, heat, light and power services supplied to the Premises. Tenant shall directly contract for the provision of, and shall pay (before delinquency) for, all internet, telephone, and telecommunications services supplied to the Premises, together with any taxes thereon and hook-up or connection fees associated therewith. Without limiting the foregoing, all telecommunications services (voice, video, and data) desired by Tenant shall be obtained at Tenant's sole cost and risk from providers and the appropriate governmental authorities to provide such services to the Premises.

3.3 Late Fees. Tenant covenants and agrees to pay to Landlord a late payment fee for any installment of Fixed Rent, Percentage Rent, or Additional Rent that Tenant fails to pay when due in an amount equal to Seventy-Five Dollars (\$75.00) in order to compensate Landlord for its administrative expenses and not as a penalty; provided that no such late payment shall be due if payment of such installment of fixed rent is made by Tenant within **five (5) days** after such payment is due. In addition, all Rent and other payments due hereunder, upon becoming due under this Lease and remaining unpaid when due, shall bear interest until paid at the rate of eighteen percent (18%) *per annum* or the maximum rate permitted under the laws of the State of Florida, whichever is lower. The Parties agree that no interest charged under this Lease shall be calculated at a rate that is higher than the maximum rate permitted under Florida law.

3.4 Sales Tax. Tenant shall pay when due any and all sales or use taxes levied, imposed, or assessed by the State of Florida, any political subdivision thereof, or any other taxing authority upon the Base Rent.

4. Condition of the Premises.

4.1 No Representations. Tenant acknowledges that: (a) neither Landlord nor Landlord's agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose; (b) except as expressly provided herein, neither Landlord nor its agents or employees have agreed to undertake any alterations or construct any improvements to the Premises; (c) Tenant has been advised to satisfy itself regarding the condition of the Premises including without limitation the heating, ventilation, and air-conditioning ("HVAC") systems, electrical and fire sprinkler systems, and any structural or environmental matters and the present and

future suitability of the Premises for Tenant's intended use; (d) Tenant has been advised to satisfy itself regarding the Premises' compliance with the Americans with Disabilities Act and all other applicable requirements, including all municipal, county, state, and federal laws, ordinances, rules and regulations, orders, permits and zoning, the requirements of any applicable fire insurance underwriter or rating bureau and any covenants, restrictions, or other matters of record relating to the Tenant, the Premises, or the use thereof (collectively, "Laws"). Tenant further acknowledges, by taking possession of the Premises, that as of the Commencement Date: (e) Tenant has been given access to the Premises and has made such investigation as it deems necessary with reference to the matters set forth in this Section, is satisfied with reference thereto, and assumes all responsibility therefor as the same relate to Tenant's occupancy of the Premises and/or the terms of this Lease; and (f) neither Landlord nor any of its agents or employees has made any oral or written representations or warranties regarding said matters or the condition of the Premises other than as expressly set forth in this Lease.

4.2 Tenant Work. Tenant shall accept the Premises in as is. Any work conducted at the site including but not limited to installation of trade fixtures and furnishings or required changes to make the Premises suitable for Tenant's occupancy and operation of its business therein shall be referred to herein as "Tenant's Work." All of Tenant's Work shall be completed by Tenant at its expense. Before performing any Tenant Work, Tenant shall obtain Landlord's written approval of Tenant's plans and specifications (including, without limitation, Alterations (as defined below), signs, colors, materials, and lighting for the Premises), deposit with Landlord certificates of insurance as required by this Lease and comply with any other requirements which may be set forth herein or reasonably imposed by Landlord. Landlord shall use commercially reasonable efforts to approve or reject Tenant's plans and specifications within thirty (30) days of receipt. This provision does not apply to any changes to the structure which would require zoning or building approval. Landlord's review of Tenant's plans and specifications are solely for Landlord's assent and convenience, and Landlord's approval of such plans and specifications shall not constitute evidence of compliance of such plans with any applicable local or state governmental code or regulation governing the same or the adequacy thereof for Tenant's proposed use of the Premises. Except for Tenant's Work, Tenant shall not make any alterations, additions or improvements to the Premises (hereinafter referred to as, "**Alterations**") without the prior written consent of Landlord.

5. Use.

5.1 Permitted Use. Tenant shall operate its business within the Premises for the purpose of a construction site office.

5.2 Prohibited uses.

(a) Tenant shall not use or permit the use of the Premises in a manner:

(i) That is unlawful [(including, without limitation, any manner that is lawful under local, state, or Federal law)];

- (ii) That creates damage, waste, or a nuisance; or
- (iii) That overloads the floors or impairs the structural soundness of the Premises.
- (iv) That blocks any driveways at the site.

5.3 Tenant Operation. Tenant will operate its business in the Premises in a first-class and reputable manner. Tenant shall keep the Premises neat, and clean condition throughout the Term. Tenant agrees to take such actions as may be necessary or as Landlord may require to prevent or remedy any nuisance to or impact on the improvements related to the Permitted Use. Tenant shall not permit or suffer the Premises, or the walls or floors thereof, to be endangered by overloading.

6. Repairs and Maintenance.

6.1 Landlord's Obligations. Tenant is aware this site and building is subject to future demolition. Landlord shall not be responsible for the maintenance or repair of the structure located at the site. Tenant with Landlords prior approval may conduct repairs and maintenance at the premises. If Landlord for any reason shall be called on to make any such repairs occasioned by the negligent act or omission of Tenant, its employees, agents, servants, customers, and other invitees, the entire cost of such repair shall be borne by Tenant. Except as provided above, it is intended by the Parties hereto that Landlord have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of Tenant. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

6.2 Tenant's Obligations. Subject to provisions in this Lease relating to damage, destruction, or condemnation of the Premises, Tenant shall, at Tenant's sole expense, keep the Premises in good order, condition, and repair (whether or not the need for such repair occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, heating, ventilating, air-conditioning, electrical, lighting facilities, fire protection system, fixtures, interior walls, the interior finish surface of exterior walls, ceilings, floors, windows, doors, and signs installed and/or operated by the Tenant. Tenant, in keeping the Premises in good order, condition, and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements, or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition, and state of repair. Tenant shall, during the Term of this Lease, keep the exterior appearance of the Premises and landscaping in the same condition as on the Commencement Date.

6.3 HVAC. Tenant shall, at Tenant's sole cost and expense, maintain the HVAC system.

6.4 Locks. Landlord is not and shall not be responsible for any lock changes on the premises, and Tenant must receive approval from Landlord for changes to be made.

6.5 Landlord Remedy. In addition to other rights and remedies available to Landlord under this Lease, if Tenant fails to perform Tenant's obligations under this Article 6, Landlord may enter on the Premises after Ten (10) days' prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf, and put the Premises in good order, condition and repair, at Tenant's expense.

7. Security Deposit. No Security Deposit shall be required.

8. Laws.

8.1 Tenant's Compliance. Tenant shall, at Tenant's expense, comply with all Laws (as that term is defined in Section 4.1) relating to: (a) Tenant's occupancy of the Premises; (b) Tenant's Work, if any; (c) Tenant's property; or (d) the Premises. If, however, compliance requires structural work to the Premises, Tenant shall be required to affect such compliance, at Tenant's expense, only if the obligation to comply arises from Tenant's Work, Tenant's property, Tenant's manner of using the Premises, or any acts or negligence of Tenant, its employees, contractors, agents, or invitees.

8.2 Tenant's Permits. Tenant shall, at its own cost and expense, secure and maintain throughout the Term, all necessary licenses and permits from such governmental authorities, including the Town, as shall be necessary for, or incidental to, the conduct of its business in the Premises and shall comply with all Laws relating to the operation of its business. Landlord does not covenant, warrant, or make any representation that any particular license or permit that may be required in connection with the operation of Tenant's business will be granted, or if granted, will be continued in effect or renewed, and any failure to obtain, maintain, or renew such license or permit, or its revocation after issuance, shall not affect Tenant's obligations under this Lease.

9. Hazardous Substances.

9.1 Tenant. Tenant shall not, and shall not permit any of its employees, contractors, agents, or invitees, to introduce into the Premises, use in the Premises, or cause to be released from the Premises, any Hazardous Substances. Notwithstanding the preceding sentence, Tenant may use cleaning and office products in accordance with their customary use, provided that Tenant complies with all applicable Laws in connection therewith, and further provided that in no event may Tenant release or discharge such cleaning and/or office products into the plumbing, drainage, or sewer system in excessive amounts. If Tenant breaches its obligations hereunder, Tenant, at Tenant's expense, shall immediately take all remedial action necessary to clean up any release, spill, or discharge of Hazardous Substances. "Hazardous Substances" mean any flammable or otherwise hazardous material, any explosive and/or radioactive material, hazardous waste, hazardous or toxic substance or related material, asbestos and any material containing asbestos, petroleum and any petroleum derivative, pollutants,

contaminants, and any other substance or material which is defined as, determined to be, or identified as, a hazardous or toxic material or substance under any applicable Laws.

9.2 Disposal. If Tenant shall be obligated to remediate any Hazardous Substances, it shall remove and dispose of any such Hazardous Substances in compliance with all applicable Laws. Tenant's remediation plan shall be subject to Landlord's approval and Tenant shall keep Landlord fully apprised of the progress of Tenant's remediation efforts.

9.3 Indemnity. Tenant shall indemnify, defend, and hold harmless Landlord, its managing agent, its Superior Landlord (as defined below), if any, its Mortgagee (as defined below), if any, and their respective members, shareholders, partners, directors, managers, officers, employees, and agents, from and against any and all liabilities, damages, losses, fines, costs, and expenses (including reasonable attorneys' fees and disbursements) resulting or arising from, or incurred in connection with any violation by Tenant of its obligations with respect to Hazardous Substances under this Lease or otherwise under any applicable Laws.

10. Insurance.

10.1 Landlord Not to Provide Insurance. Tenant understands and acknowledges that Landlord will not provide building insurance during Tenant's lease. Tenant, at Tenant's option and sole cost may procure building or property insurance desired during the duration of Tenant's lease.

10.2 Tenant's Insurance. Tenant shall, at Tenant's expense, maintain at all times during the Term and at all times when Tenant is in possession of the Premises the following:

(a) Commercial general liability insurance (or successor form of insurance designated by Landlord) in respect of the Premises, on an occurrence basis, with a combined single limit (annually and per occurrence and location) of at least one million Dollars (\$1,000,000.00) naming as additional insureds Landlord and any other person designated by Landlord. Tenant's liability insurance policy shall include contractual liability, fire, and legal liability coverage. Landlord shall have the right at any time and from time to time, but not more frequently than once every two (2) years, to require Tenant to increase the amount of the commercial general liability insurance required to be maintained by Tenant under this Lease;

(b) Workers' compensation and employer's liability insurance providing statutory benefits for Tenant's employees at the Premises; and

(c) Such other insurance as Landlord may reasonably require.

10.3 Certificates. Tenant shall deliver to Landlord and each additional insured certificates in form reasonably acceptable to Landlord evidencing the insurance required by this Lease to be maintained by Tenant before the Commencement Date, and at least Thirty (30) days before the expiration of any such insurance, and on request, a copy of each insurance policy. All required insurance shall be primary and non-contributory (as shown on

endorsement), issued by companies satisfactory to Landlord and contain a provision whereby it cannot be canceled unless Landlord and any additional insureds are given at least Thirty (30) days' prior written notice of the cancellation. Tenant may carry any required insurance under a blanket policy if that policy complies with the requirements of this Lease and provides that Tenant's insurance for the Premises is on a "per location basis."

10.4 Premium Increases. Tenant shall not do or permit to be done any act which shall invalidate or be in conflict with Landlord's insurance policies, or increase the rates of insurance applicable to the Premises. If, as the result of a Default, Tenant's occupancy of the Premises (whether or not such occupancy is a Permitted Use), and/or specific hazards attributable to Tenant's occupancy, the insurance rates for the Premises increase, Tenant shall reimburse Landlord for one hundred (100%) percent of such increase in premium(s), within Ten (10) days after Tenant is billed therefor.

10.5 Release. Provided its right of full recovery under its insurance policy is not adversely affected, Landlord and Tenant each hereby releases the other (and the other's agents and employees) with respect to any claim (including a claim for negligence) it may have against the other for damage or loss covered by its property insurance (including business interruption and loss of rent). Landlord and Tenant shall, to the extent obtainable, each procure a clause in, or endorsement on, any property insurance carried by it, under which the insurance company waives its right of subrogation against the other party to this Lease and its agents and employees or consents to a waiver of the right of recovery against the other party to this Lease and its agents and employees. If an additional premium is required for the waiver or consent, the other party shall be advised of that amount and may, but is not obligated to, pay the same. If that party elects not to pay the additional premium, the waiver or consent shall not be required in favor of that party.

11. Casualty.

11.1 Damage to Premises. If the Premises are damaged by fire or other casualty, Landlord shall give Tenant a certification made by a competent architect, in good standing, as to the number of days from the occurrence of such casualty within which the Premises, with the exercise of reasonable diligence, can be made fit for occupancy (the "Repair Period"), and the election, if any, which Landlord has made according to this Section. Such notice will be given before the Thirtieth (30th) day after such casualty, and the date of such notice shall be referred to herein as the "Notice Date." If there is damage to the Premises as described in this Section, and if the Lease is not terminated as provided in this Section, then this Lease shall remain in full force and effect, and the parties waive any provisions of any law to the contrary.

11.2 Minor Casualty. If in Landlord's judgement the Premises are damaged by fire or other insured casualty to the extent that the Repair Period does not exceed Sixty (60) days, Tenant shall have the option to repair at Tenant's sole cost and expense. In that event, this Lease shall continue in full force and effect, except that Fixed Rent shall be abated on a pro rata basis based on the portion of the Premises that Tenant cannot use during the Repair Period.

11.3 Major Casualty; End of Term. If in Landlord's judgement (a) the Premises are damaged by fire or other insured casualty to the extent that the Repair Period exceeds Sixty (60) days, or (b) the Premises are damaged to any extent by any casualty and, on the Notice Date, the remainder of the Term is less than Two (2) months (and Tenant fails to exercise, within Ten (10) days following the Notice Date, any remaining option to extend the Term), then Landlord may, at Landlord's option, authorize Tenant to diligently pursue the repair of damage to the Premises (excluding Alterations). If Landlord elects to authorize such repair such damage during the Repair Period, Fixed Rent will be abated on a pro rata basis during the Repair Period, based on the portion of the Premises the use of which Tenant is deprived during the Repair Period. If Landlord elects not to authorize the repair of such damage during the Repair Period, this Lease shall terminate effective on the date of termination set forth in the notice, and Fixed Rent shall be abated on a pro rata basis based on the portion of the Premises the use of which Tenant is deprived during the period from the date of the casualty to the date of termination of the Lease.

11.4 Limitation. If a fire or other casualty is the result of the willful misconduct or negligence or failure to act of Tenant, its agents, contractors, employees, or invitees, there will be no abatement of Base Rent as otherwise provided for in this Section. Notwithstanding any provision of this Lease to the contrary, Landlord shall not be liable to Tenant for any damage or losses to the Tenant that are occasioned by the damage to or destruction of the Premises or by the repair or restoration of the Premises.

11.5 Tenant's Repair. If Landlord is obligated or elects to repair any damage to the Premises for any reason, Tenant shall promptly replace or fully repair all inventory, goods, exterior signs, trade fixtures, equipment, display cases and Tenant's Alterations. Tenant shall continue the operation of its business in the Premises during the Repair Period to the extent reasonably practical from the standpoint of good business.

12. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. Landlord may terminate this Lease as to the portion of the Premises not taken if Landlord determines, in its discretion, that the taking renders operation of the Premises uneconomical. If more than Fifty percent (50%) of any portion of the Premises is taken by Condemnation, Tenant may, at Tenant's option, to be exercised in writing within Fifteen (15) days after the condemning Authority shall have taken possession, terminate this Lease as of the date the condemning Authority takes such possession. If neither Landlord nor Tenant terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Fixed Rent shall be reduced in proportion to the reduction in area of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages. All Alterations made to the Premises by Tenant, for purposes of Condemnation only, shall be considered the property of Tenant and Tenant shall be entitled to any and all compensation which is payable therefor.

13. **Assignment and Subletting.** Tenant shall not assign, mortgage, or otherwise transfer or encumber (collectively, "Assign") all or any part of Tenant's interest in this Lease or in the Premises or sublet all or any part of the Premises or otherwise permit all or any part of the Premises to be occupied by any other Person.

14. **Default.**

14.1 Events of Default. Each of the following (a "Default") is a material default by Tenant under this Lease:

(a) Tenant fails to pay when due any Rent and the failure continues for Three (3) days following Landlord's notice (which notice shall also be considered any demand required by any Laws). If, however, Landlord gives such a notice of failure to pay Rent two (2) times in any twelve (12)-month period, any additional failure to pay any Rent when due within that twelve (12)-month period shall be considered a Default, without the requirement of any notice by Landlord.

(b) Tenant fails to comply with any other term of this Lease and the failure continues for three (3) days following Landlord's notice. If, however, compliance cannot, with diligence, reasonably be fully accomplished within that three-day (3-day) period, Tenant shall have an additional period not to exceed Ten (10) days to fully comply, provided Tenant notifies Landlord of its intention to comply (and specifying in reasonable detail the steps to be taken) and commences compliance within that Ten-day (10-day) period and thereafter pursues compliance to completion with diligence and provides Landlord with status updates on the progress.

(c) A third party institutes against Tenant or Guarantor, if any, any legal action seeking any relief from its debts under any applicable bankruptcy or insolvency Laws which is not dismissed within Twenty (20) days, or Tenant or Guarantor, if any, institutes any legal action seeking such relief, and/or a receiver, trustee, custodian, or other similar official is appointed for Tenant or Guarantor, if any, or for all or a substantial portion of its assets, or Tenant or Guarantor, if any, commits any other act indicating insolvency such as making an assignment for the benefit of its creditors.

(d) Tenant vacates or abandons the Premises before the expiration of termination date.

14.2 Landlord Action. If a Default occurs, Landlord may, without releasing Tenant from any obligations under this Lease, make any payment or take any action as Landlord may deem necessary or desirable to cure any such Default in such manner and to such extent as Landlord may deem necessary or desirable, and Landlord may do so without demand on, or written notice to, Tenant and without giving Tenant an opportunity to cure such Default. Tenant covenants and agrees to pay to Landlord, within Ten (10) days after demand, all advances, costs, and expenses of Landlord in connection with the making of any such payment or the taking of any such action, including reasonable attorneys' fees, together with interest, from the date of payment of any such advances, costs, and expenses by Landlord.

14.3 Termination. If a Default occurs, the Landlord may, at any time during the continuance of the Default, terminate this Lease by giving written notice to Tenant that this Lease is terminated and Tenant shall immediately quit and surrender the Premises to Landlord but Tenant shall remain liable as provided in this Lease.

15. Landlord's Remedies.

15.1 Re-entry and Removal of Tenant. If this Lease is terminated pursuant to Section 14.3, Landlord's agents or employees may immediately or at any time thereafter re-enter the Premises and remove Tenant, its agents, employees, licensees, and any subtenants and other persons, firms, or corporations, and all or any of its or their property from the Premises, either by summary dispossession proceedings or by any suitable action or proceedings at law or in equity or otherwise, without being liable to indictment or prosecution of damages therefor, and repossess and enjoy the Premises, together with all alterations, additions, and improvements to the Premises.

15.2 Tenant's Liability. In case of any termination, re-entry, or dispossession by summary proceedings or otherwise, the rents and all other charges required to be paid up to the time of such termination, re-entry, or dispossession, shall be paid by Tenant, and Tenant also shall pay to Landlord all expenses which Landlord may then or thereafter incur for legal expenses, reasonable attorneys' fees, brokerage commissions, and all other costs paid or incurred by Landlord as the result of such termination, re-entry, or dispossession, for restoring the Premises to good order and condition and for altering and otherwise preparing the Premises for reletting. Landlord may (but shall have no obligation), at any time and from time to time, relet the Premises, in whole or in part, for any rental then obtainable either in its own name or as agent of Tenant, for a term that, at Landlord's option, may be for the remainder of the then current term of this Lease or for any longer or shorter period.

15.3 Damages. Tenant shall remain liable to Landlord for damages in an amount equal to the Rent and sums which would have been owing by Tenant hereunder for the balance of the Term had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord after such termination, after deducting all of Landlord's expenses in connection with such recovery of possession or reletting. Landlord shall be entitled to collect and receive such damages from Tenant on the days on which the Rent and amounts would have been payable if this Lease had not been terminated. Alternatively, at the option of Landlord, Landlord shall be entitled to accelerate and declare the entire remaining unpaid Rent for the balance of the Term to be immediately due and payable. The Landlord shall be entitled to recover forthwith from Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, represents the present value of the aggregate of the Rent and other sums payable by Tenant hereunder that would have accrued for the balance of the Term.

15.4 Jurisdiction and Venue. All legal actions relating to this Lease shall be adjudicated in the courts of the State of Florida having jurisdiction in the county in which the Premises is located. Tenant irrevocably consents to the personal and subject matter jurisdiction of those courts in any legal action relating to this Lease or any guaranty of Tenant's obligations under this Lease, and Tenant shall not assert, by way of motion, as a defense or otherwise, any objection

to any such court being the venue of such legal action or claim that such venue is an inconvenient forum for Tenant or any principal of Tenant.

15.5 Attorneys' Fees. If Landlord brings an action or proceeding involving the Premises to enforce the Terms hereof or to declare rights hereunder, then Landlord shall be entitled to reasonable attorneys' fees, if it is the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Landlord shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default.

16. Access. Landlord and Landlord's employees, agents, contractors, and other authorized representatives shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times upon not less than Two (2) business days' prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, or making such alterations, repairs, improvements, or additions to the Premises as Landlord may deem necessary, or performing any obligation of Landlord under this Lease. All such activities shall be without abatement of Rent. Landlord shall not place a "For Sale" or "For Lease" sign on the Premises, if Tenant is conducting business in the Premises and is not in Default under the Lease, except that Landlord may at any time display "For Sale" or "For Lease" signs in the common areas of the Property.

17. Brokers. Tenant and Landlord each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (the "Broker") in connection with this Lease that is entitled to any commission or finder's fee in connection herewith.

18. End of Term.

18.1 Surrender of Premises. Upon the expiration or sooner termination of this Lease, Tenant shall deliver and surrender to Landlord possession of the Premises reasonable wear and tear excepted. Reasonable wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant performing all of its obligations under this Lease. All damage caused by Tenant shall be repaired and the Premises restored such that on or before the last day of the Lease, the Premises shall be delivered up broom swept free of Tenant's product, furniture, and equipment in good and rentable condition with all restoration work completed, and any excess materials and construction equipment used in the restoration process removed from the Premises. Tenant's obligation hereunder shall survive the expiration or sooner termination of the Lease.

18.2 Failure to Vacate. If the Premises are not vacated and surrendered in accordance with this Lease (whether by Tenant or any occupant related to Tenant), on the date required by this Lease, Tenant shall indemnify and hold harmless Landlord against all losses, costs, liabilities, claims, damages, and expenses incurred by Landlord in connection therewith, including reasonable attorneys' fees and disbursements whether in an action by or against Tenant or a third party, and including claims and liabilities of Landlord made by any succeeding tenant(s) or other third party. In addition, Tenant shall be liable to Landlord for *per diem* use and occupancy in respect of the Premises at a rate equal to One Hundred Fifty percent (150%) of the Fixed Rent, Percentage Rent and Additional Rent payable under this Lease for the last year of the Term (which Landlord and Tenant agree is a fair and reasonable sum under such circumstances and is not a penalty). In no event, however, shall this Section be construed as permitting Tenant (or any other occupants) to remain in possession of the Premises after the Lease has been terminated.

19. **Notices.** All notices required or permitted by this Lease shall be in writing, may be delivered by registered mail/certified mail, return receipt requested/overnight delivery, or electronically (as specified herein), and shall be deemed sufficiently given if served in a manner specified in this Section.

19.1 Addresses.

Notices to Landlord shall be sent to:

TOWN OF MANALAPAN
600 S Ocean Boulevard,
Manalapan, FL 33462

Notices to Tenant shall be sent to:

Barry T. Mori
MPB Property, LLC
101 Ygnacio Valley Road, Ste 320
notices@lawrenceinv.com

20. **Waiver.** No waiver by Landlord of the violation of any term, covenant, or condition hereof by Tenant, shall be deemed a waiver of any other term, covenant, or condition hereof, or of any subsequent violation by Tenant of the same or of any other term, covenant, or condition hereof. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent or similar act by Tenant, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. The acceptance of Rent by Landlord shall not be a waiver of any such violation or any Default by Tenant. Any payment by Tenant may be accepted by Landlord on account of moneys or damages due Landlord, notwithstanding any qualifying statements or conditions made by Tenant in connection therewith. Any qualifying statements and/or conditions made by Tenant shall be of no force or effect whatsoever unless specifically agreed to in writing by Landlord at or before the time of deposit of such payment. No payment by Tenant, nor receipt by Landlord, of a lesser amount than the Rent herein stipulated shall be deemed to be other than on an account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord

shall accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy available to Landlord.

21. **Tenant Indemnity.** Tenant shall indemnify, protect, defend, and hold harmless the Landlord and its members, managers, employees, elected officials, agents, contractors, partners, and Lenders from and against any and all claims, actions, demands, suits, proceedings, orders, losses (including loss of rents), damages, liens, judgments, penalties, attorneys and consultants' fees, expenses, and/or liabilities (collectively, "**Claims**") arising out of, involving, or in connection with: (a) the use and/or occupancy of the Premises by Tenant; (b) the conduct of Tenant's business on the Premises; (c) any act, omission, fault, or neglect on or about the Premises by Tenant, its agents, employees, contractors, subtenants, licensees, visitors, or invitees; or (d) any violation of any terms hereof by Tenant, except to the extent such Claim is the result of Landlord's gross negligence or willful misconduct. If any action or proceeding is brought against Landlord by reason of any of the foregoing matters, Tenant shall upon notice defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall reasonably cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be defended or indemnified. This Section shall survive the expiration or sooner termination of this Lease.

22. **Waiver of Liability.** Except as expressly provided to the contrary in this Lease, Landlord and Landlord's agents, officials, and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents, or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises of which they shall be a part, including, but not limited to, claims for damage resulting from: (a) any equipment or appurtenances becoming out of repair; (b) injury done or occasioned by wind, water, or other act of God; (c) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, water pipes, or walks; (d) broken glass; (e) the backing-up of any sewer pipe or downspout; (f) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, water pipe, drain, or any other pipe or tank in, upon, or about the Premises; (g) water or ice being upon, or coming through the roof, doors, walks, or any other place upon, or near such Property, or the Premises, or otherwise; (h) the falling of any fixtures, plaster, or stucco; (i) fire or other casualty. Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any tenant or other occupant of the Premises, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to person or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Premises caused by Tenant, or any of its employees, agents or contractors.

23. **Miscellaneous.**

23.1 No Oral Modifications. This Lease may not be changed or terminated, in whole or in part, except in a writing signed by Landlord and Tenant.

23.2 Captions. The captions in this Lease are for reference only and do not define the scope of this Lease or the intent of any term.

23.3 Severability. If any provision of this Lease, or the application thereof to any person or circumstance, is invalid or unenforceable, then in each such event the remainder of this Lease or the application of such provision to any other person or any other circumstance (other than those as to which it is invalid or unenforceable) shall not be affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by all applicable Laws.

23.4 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

23.5 Jury Trial Waiver. LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN THE EVENT OF ANY LITIGATION OR PROCEEDINGS BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATING IN ANY MANNER WITH THE PREMISES (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS LEASE OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS LEASE WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR LANDLORD TO ENTER INTO AND ACCEPT THIS LEASE.

23.6 Tenant Construction Liens. NOTICE IS HEREBY GIVEN THAT LANDLORD IS NOT AND SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES, OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT OR TO ANYONE HOLDING THE PREMISES OR ANY PART THEREOF, AND THAT NO CONSTRUCTION OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES, OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO THE PREMISES. Nothing in this lease shall be construed as constituting the consent of Landlord to or for the performance by any contractor, subcontractor, laborer, materialman, or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair, or demolition of or to the Premises or any part thereof. Tenant shall pay or cause to be paid all costs of labor, services, and materials supplied in the prosecution of any work done in the Premises by Tenant, and Tenant shall keep the Premises free and clear of all mechanics' liens and other liens arising out of any work done by Tenant or persons claiming under Tenant. All contractors, subcontractors, laborers, materialmen, vendors and any other party now or hereafter furnishing any labor, services, or materials to Tenant with respect to any portion of the Premises are hereby charged with notice that they must look exclusively to Tenant to obtain payment for same. Neither Tenant nor any subtenant shall have any power to do any act or make any contract which may create a lien upon the interest of

Landlord in and to the Premises. Tenant shall deliver written notice of the provisions of this Section to all contractors performing work in the Premises. In addition, if requested by Landlord, Tenant shall execute a memorandum of this Lease, in recordable form, confirming that the terms of this Lease expressly provide that the interest of Landlord in the Premises shall not be subject to liens for improvements made by Tenant and confirming any other information as may be required by Chapter 713, Florida Statutes, to prevent the interest of Landlord in the Premises from being subject to liens for improvements made by the Tenant. The memorandum of lease shall be in a form acceptable to Landlord and shall be executed and delivered by Tenant to Landlord within 10 days after Landlord's request therefor.

23.7 Multiple Counterparts. This Lease may be executed in multiple counterparts each of which when executed and delivered will thereby be deemed to be an original and all of which counterparts taken together will constitute one and the same instrument.

23.8 Public Records. In accordance with Section 119.0701, *Florida Statutes*, the Tenant must keep and maintain this Agreement and any other records associated therewith and that are associated with the delivery of the Goods as described above. Upon request from the Town's custodian of public records, the Tenant must provide the Town with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Tenant who fails to provide the public records to the Town, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Section 119.0701, *Florida Statutes*, and other penalties under Section 119.10, *Florida Statutes*. Further, the tenant shall ensure that any exempt or confidential records associated with this Agreement or associated with the delivery of the Goods contemplated herein are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Seller does not transfer the records to the Town. Finally, upon completion of the Agreement, the Seller shall transfer, at no cost to the Town, all public records in possession of the tenant, or keep and maintain public records required by the Town. If the tenant transfers all public records to the Town upon completion of the Agreement, the tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the tenant keeps and maintains public records upon completion of the Agreement, the tenant shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the Town's information technology systems.

23.9 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE TOWN CLERK, RECORDS CUSTODIAN FOR THE TOWN, AT (561) 383-2541, OR AT epetersen@manalapan.org, OR AT 600 SOUTH OCEAN BOULEVARD, MANALAPAN, FLORIDA 33462

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease this _____ day of _____, 2026.

Landlord:

TOWN OF MANALAPAN, a municipality organized and existing under the laws of the State of Florida

By: _____

Printed Name: _____

Title: _____

(Municipal Seal)

Approved as to form and legal sufficiency:

Printed Name: _____

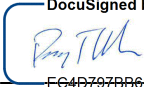
Title: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease this 4th day of August, 2026.

Tenant:

MPB Property, LLC

By:  EC4B707BB6FE485...
Barry T. Mori, Vice President



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: September 8th, 2026

Agenda Item No.: RA.v.

Agenda Item Name: New Guard House Discussion

ACTION REQUESTED: Discussion ☐ Action ☐

BACKGROUND:

The Town issued Invitation to Bid No. 26-004 for the demolition of the existing Guard House and construction of a new Guard House at the entrance to Point Manalapan. The project was intended to improve functionality and security while maintaining an architectural appearance consistent with the character of the community.

KER Construction, LLC submitted the lowest responsive bid in the amount of \$489,000. This amount significantly exceeds the current funding budgeted for the project. As a result, staff does not recommend proceeding with an award under the current bid. Staff is requesting direction from the Town Commission regarding how it would like to proceed. Two potential options are available for consideration.

The first option would be to authorize staff to work with the project team to value engineer the Guard House design in an effort to reduce construction costs without materially compromising the architectural appearance or functionality. Following completion of that process, the Town would rebid the project to hopefully obtain more competitive pricing.

The second option would be to defer the Guard House construction and incorporate it into the planned new Town Hall and Public Safety facility project. With the upcoming season and potential disruption associated with construction in that area, deferring the project would allow the Town to consider the Guard House as part of a broader modernization of its municipal facilities. Under this approach, the Guard House, Town Hall, and Public Safety Building improvements could be packaged as a single comprehensive capital project, with one financing plan and, if required, one referendum question presented to residents.

Staff is seeking direction from the Town Commission on if it would prefer to proceed with value engineering and rebidding the Guard House as a standalone project or incorporate the project into the larger Town Hall and Public Safety Building capital improvement program.

ATTACHMENT:

- Bid Tabulation Sheet

**ITB 26-004 — Demolition and Construction of New Guard House
BID COMPLIANCE CHECKLIST**

Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

ITB DUE DATE: Tuesday, August 21, 2026

ITB DUE TIME: 2:00 P.M. (Local Time)

ITB No.: 26-004

VENDORS						
Business Name:	Florida Palm Construction	West Construction, Inc.	Proctor Construction Company, LLC	Gemstone Builders, LLC	KER Construction, LLC	Integrity Construction Enterprise
Address:	1007 Shoygun Rd Sunrise, FL 33326	820 N 4th St FL 33462	Lantana, 2050 U.S. Hwy #1, Ste: 200 Vero Beach, FL 32960	4907 N. University Dr., #205 Lauderhill, FL 33351	6858 NW 20th Ave Lauderdale, FL 33309	1701 E Tiffany Dr, Ste: 209 West Palm Beach, FL 33407
Contact Name:						Antwan Foster
Phone #:	954-706-7816	561-588-2027	772-234-8164	954-682-2121	954-422-2492	561-819-4140
Email:	info@floridapalm.com	swest@westconstructioninc.net		info@gemstonegc.com	sales@kerconstructionllc.com	afoster@integrityconstructionenterprise.com
TOTAL LUMP SUM BID PRICE	\$790,188.98	\$724,281.60	\$897,935.00	\$728,366.00	\$489,000.00	\$772,330.00

COMPLIANCE CHECKLIST						
1. BIDDER'S ACKNOWLEDGEMENT	X	X	MADE OWN VERSION - UNSIGNED	X	X	X
2. CONFIRMATION OF DRUG-FREE WORKPLACE	X	X	X	X	X	X
3. ACKNOWLEDGEMENT OF PBC INSPECTOR GENERAL	X	X	X	X	X	X
4. SCRUTINIZED COMPANIES CERTIFICATION FORM	X	X	X	X	X	X
5. PUBLIC ENTITY CRIMES SWORN STATEMENT	X	X	X	X	X	X
6. ADDENDA ACKNOWLEDGEMENT (Addendum No. 1, dated 07/22/2026) (Addendum No. 2, dated 07/22/2026) (Addendum No. 3 (6 ATTACHMENTS, dated 08/05/2026) (Addendum No. 4, dated 08/06/2026) (Addendum No. 5, (3 ATTACHMENTS, dated 08/10/2026)	X	X	NOT SUBMITTED	X	X	X
7. SCHEDULE OF SUB-CONTRACTORS/SUB-CONSULTANTS	X	X	X	X	TBD	X
8. REFERENCES (3 Required)	X	X	X	X	X	X
9. CURRENT FL PROFESSIONAL LICENSE / EVIDENCE OF REQUIRED LICENSES OR BUSINESS PERMITS	NOT SUBMITTED	X	X	X - EXPIRES 08/31/26	X - EXPIRES 08/31/26	X
10. PROOF OF PROFESSIONAL LIABILITY INSURANCE	NOT SUBMITTED	X	NOT SUBMITTED	SUBMITTED EXPIRED COIs	X	NOT SUBMITTED

SUMMARY / RECOMMENDATION						
NOTES		STAYED FOR BID OPENING	STAYED FOR BID OPENING		APPARENT LOWEST BIDDER — \$489,000.00 All compliance items submitted. Subcontractors TBD. Note: Current Professional License set to Expire on 08/31/26 — request new license if required prior to award.	DID NOT SUBMIT DIGITAL COPY OF BID DOCS

Kohn Construction & Development, LLC	MTI Construction	Mangonia Construction Group, LLC
3235 NE 207 Ter Aventura, FL 33180	20391 SW 3rd St Pembroke Pines, FL 33029	700 S Rosemary Ave, Ste: 204 West Palm Beach, FL 33401
305-381-6748	954-670-3755	561-346-5722
alberto@kohnconstruction.com	contact.mtigroup@gmail.com	gabriel@mangoniacg.com
\$831,038.55	\$634,721.62	\$499,900.00

X	X	X
X	X	X
X	X	X
X	X	X
X	X	X
X	X	X
X	X	X
X	X	X
X	X	X
NOT SUBMITTED	NOT SUBMITTED	X

PROVIDED BOOK OF PREVIOUS WORK		PUBLIC ENTITY CRIMES SWORN STATEMENT TO BE SIGNED/NOTARIZED IF AWARDED. INCORRECT YEAR IN NOTARY SECTION

TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: September 8th, 2026

Agenda Item No.: RA. b.vi.

Agenda Item Name: Request from 1860 S. Ocean Blvd. for exemption from Sec. 94.22(C) of the Town code for Pedestrian Passageway construction during certain months of the year

BACKGROUND:

On May 20, 2025, the Town Commission approved a pedestrian passageway for the property located at 1860 S. Ocean Blvd. Due to delays associated with the Florida Department of Transportation (FDOT), construction of the previously approved passageway is only now able to commence. At its May 20, 2025 Commission meeting, the Town adopted Ordinance No. 395, which established restrictions under Town code section 94.22(C) prohibiting construction of pedestrian passageways during the months of November through April. Given the delayed start, the contractor anticipates that construction will extend into mid-November and therefore cannot be completed before the restricted period begins. The applicant is requesting an exception to Section 94.22(C) to allow construction to continue beyond November 1 in order to complete the previously approved pedestrian passageway.

MOTION:

- Move to approve/disapprove 1860 S. Ocean Blvd exception request

ATTACHMENTS:

- Request letter



RWB CONSTRUCTION MANAGEMENT, INC.

September 3, 2026

Town of Manalapan
Building Department
600 South Ocean Boulevard
Manalapan, FL 33462

RE: Request for Schedule Extension — Tunnel Installation
1860 South Ocean Boulevard, Manalapan, FL
FDOT Construction Agreement No.: 2024-C-496-00003

To whom it may concern:

RWB Construction Management, Inc. respectfully requests an extension of the tunnel installation schedule at 1860 South Ocean Boulevard through November 14, 2026.

The controlling factor in this schedule has been the Florida Department of Transportation (FDOT) permitting process. RWB Construction Management, Schulke, Bittle & Stoddard, LLC, and a full engineering team have worked with FDOT for three years to satisfy revised regulations and procedures governing work within the State right-of-way. The FDOT approval was issued on August 24, 2026, under Construction Agreement No.: 2024-C-496-00003. Installation could not lawfully commence prior to that issuance. Every element within our control — engineering, shop drawings, means and methods, subcontractor procurement, and material acquisition — was advanced and held ready in anticipation of that approval.

Throughout the extended period, RWB will maintain an approved Maintenance-of-Traffic plan, keep the Right-of-Way secured and passable, coordinate all inspections with the Town and FDOT, and restore all disturbed surfaces to Town and FDOT standards.

We appreciate the Town's cooperation to date and remain committed to delivering this work safely and with minimal disruption to residents and traffic along South Ocean Boulevard.

Sincerely,



Joe Amedo
Partner & Executive Project Manager, R|W|B Construction Management
📞 561.270.1808 📠 561.602.3448
✉ joe@rwbdesignbuildlive.com
🌐 rwbdesignbuildlive.com
📷 📺 📱 📺 📺 📺

TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: September 8th, 2026

Agenda Item No.: PH. 1

Agenda Item Name: Ordinance #407

BACKGROUND:

Ordinance #407 - 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. PROHIBITED FISHING ACTIVITIES. BY RE-NAMING THIS SECTION TO READ “PROHIBITED FISHING RELATED NUISANCE ACTIVITIES, AND OTHER NUISANCE ACTIVITIES”; DEFINING AND PROVIDING EXAMPLES OF PROHIBITED NUISANCE ACTIVITY ON BEACHES, RIGHTS-OF-WAY, AND OTHER PLACES IN THE TOWN TO INCLUDE LITTERING, TRESPASSING, NOISE VIOLATIONS AND LIGHT VIOLATIONS; IDENTIFYING TOWN POLICE AS HAVING ENFORCEMENT JURISDICTION OVER ALL NUISANCE ACTIVITY THAT OCCURS ANYWHERE IN THE TOWN; ALSO IDENTIFYING FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) JURISDICTION OVER SALTWATER FISHING ACTIVITIES IN FLORIDA STATE WATERS IN AND ADJACENT TO THE TOWN, ACKNOWLEDGING FWC JURISDICTION OVER SHORE BASED SHARK FISHING; AND STATING FWC RULES AND REGULATIONS THAT APPLY TO SHORE BASED SHARK FISHING; DIRECTING THE TOWN MANAGER AND POLICE CHIEF TO WORK WITH FWC AND OBTAIN EDUCATIONAL MATERIALS TO BE PROVIDED TO TOWN RESIDENTS AND GUESTS REGARDING FWC RULES AND REGULATIONS THAT APPLY TO SHORE BASED SHARK FISHING; ENCOURAGING TOWN RESIDENTS AND GUESTS TO PROMPTLY REPORT ANY AND ALL NUISANCE ACTIVITY THEY MAY OBSERVE ON BEACHES, RIGHTS-OF-WAY, AND OTHER PLACES IN THE TOWN, FURTHER ENCOURAGING TOWN RESIDENTS AND GUESTS TO PROMPTLY REPORT ANY AND ALL SHORE BASED SHARK FISHING ACTIVITY THAT APPEARS TO VIOLATE ANY FWC RULE; PROVIDING DEFINITIONS, AND PROVIDING FOR ENFORCEMENT; 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 language adopted in Ordinance No. 405, which originally established regulations addressing nuisance fishing activities. This revised language is a direct result of discussions the Town had with FWC based on FWC recommendations. The Town approved this ordinance on first reading at its July 15th Town Commission meeting.

MOTION:

- Move to approve/disapprove Ordinance #407 on Second Reading.

ATTACHMENTS:

- Ordinance #407

ORDINANCE NO. 407

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. PROHIBITED FISHING ACTIVITIES. BY RE-NAMING THIS SECTION TO READ “PROHIBITED FISHING RELATED NUISANCE ACTIVITIES, AND OTHER NUISANCE ACTIVITIES”; DEFINING AND PROVIDING EXAMPLES OF PROHIBITED NUISANCE ACTIVITY ON BEACHES, RIGHTS-OF-WAY, AND OTHER PLACES IN THE TOWN TO INCLUDE LITTERING, TRESPASSING, NOISE VIOLATIONS AND LIGHT VIOLATIONS; IDENTIFYING TOWN POLICE AS HAVING ENFORCEMENT JURISDICTION OVER ALL NUISANCE ACTIVITY THAT OCCURS ANYWHERE IN THE TOWN; ALSO IDENTIFYING FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) JURISDICTION OVER SALTWATER FISHING ACTIVITIES IN FLORIDA STATE WATERS IN AND ADJACENT TO THE TOWN, ACKNOWLEDGING FWC JURISDICTION OVER SHORE BASED SHARK FISHING; AND STATING FWC RULES AND REGULATIONS THAT APPLY TO SHORE BASED SHARK FISHING; DIRECTING THE TOWN MANAGER AND POLICE CHIEF TO WORK WITH FWC AND OBTAIN EDUCATIONAL MATERIALS TO BE PROVIDED TO TOWN RESIDENTS AND GUESTS REGARDING FWC RULES AND REGULATIONS THAT APPLY TO SHORE BASED SHARK FISHING; ENCOURAGING TOWN RESIDENTS AND GUESTS TO PROMPTLY REPORT ANY AND ALL NUISANCE ACTIVITY THEY MAY OBSERVE ON BEACHES, RIGHTS-OF-WAY, AND OTHER PLACES IN THE TOWN, FURTHER ENCOURAGING TOWN RESIDENTS AND GUESTS TO PROMPTLY REPORT ANY AND ALL SHORE BASED SHARK FISHING ACTIVITY THAT APPEARS TO VIOLATE ANY FWC RULE; PROVIDING DEFINITIONS, AND PROVIDING FOR ENFORCEMENT; 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 has historically regulated 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, recent amendments to Sec. 155.03 that were adopted by the Town Commission by Ordinance No. 405 also addressed the activity of shore based shark fishing in an effort to protect the public health, safety and welfare from shore based shark fishermen that may violate state rules by endangering near shore boaters and swimmers with shark fishing hooks and lines, by trespassing on private property, by littering beaches with carcass, bait, and trash debris, and generally by disregarding the rights of adjacent property owners and their guests to the quiet enjoyment of their private property; and

WHEREAS, immediately upon the adoption of Ordinance 405, the local shore based shark fishing community undertook a social media and e-mail campaign against the Town in opposition to the ordinance that provided for said amendments, demanding the immediate repeal of Ordinance 405; and

WHEREAS, in response to the local shore based shark fishing community's social media and e-mail campaign against the Town demanding the repeal of Ordinance 405, the Town Attorney engaged in a dialogue with the FWC General Counsel regarding Town Ordinance 405, and shore based shark fishing in general, which dialogue included positive, professional and sympathetic acknowledgement by FWC of the Town's concerns and its intent in adopting Ordinance 405, balanced against the current preemptions contained in state law for saltwater fishing regulation in general and shore based shark fishing in particular; and

WHEREAS, thereafter, the Town Attorney augmented and supplemented Ordinance 405 as contained herein-below, to expand general nuisance prohibitions throughout the Town, to acknowledge state authority through FWC to regulate saltwater fishing and shore based shark fishing in particular, to adopt and codify an education campaign to make Town residents and guests aware of prohibited nuisance activity and aware of the state rules that apply to shore based shark fishing activity, and to encourage all residents and guests of the Town to report observed nuisance violations and observed violations of shore based shark fishing rules, or evidence that those rules have been violated, to either Town Police or to FWC as appropriate; and

WHEREAS, the Town Commission of the Town of Manalapan, Florida, desires to amend Section 155.03 as explained above and as set forth herein-below for the betterment of the Town and to protect the public health, safety and welfare against nuisance activity and violations of state fishing laws.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, 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 Related Nuisance Activities, and Other Nuisance Activities” defining and identifying behavior that constitutes a nuisance on beaches and other places throughout the Town; also stating FWC rules for shore based shark fishing and acknowledging FWC jurisdiction to enforce violations of those rules, directing Town administration to work with FWC to educate residents and guests about shore based shark fishing and encouraging residents and guests to report all observed nuisance activity and all observed violations of FWC shore based shark fishing rules, or evidence that such a violation has occurred; providing definitions and providing for enforcement; providing that Sec. 155.03 shall hereafter read as follows

§ - 155.03 PROHIBITED FISHING RELATED NUISANCE ACTIVITIES, AND OTHER NUISANCE 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 public right-of-way within the Town. Fishing from any bridge, including their abutments, on any public right-of-way within the Town is presumed to constitute a nuisance and is prohibited.

(B) *Nuisance activity prohibited.*

(1) For reasons of public health, safety, and welfare, any activity that creates or causes a nuisance is prohibited at any beach or on any Town owned property or on any public right-of-way or other publicly accessible place within the Town’s jurisdiction at any time. See Sec. 94.01 and Sec. 94.02 of the Town Code of Ordinances for the definition of “nuisance” and for additional examples of nuisance activity.

(2) The use of hooks, line, and bait or lures for fishing within 100 yards of any swimmer, beachgoer, or near shore boater such as a paddleboarder, kayaker, or jet ski / wave-runner operator is presumed to constitute a nuisance and a danger to such swimmer, beachgoer or near shore boater, and is prohibited.

(3) Trespassing onto privately owned beach property is presumed to cause a nuisance to the private beach property owner and is prohibited.

- (4) Any nighttime activity on the beach during sea turtle nesting season (March 1 through October 31) with the use of any lighting other than red or amber colored light is presumed to constitute a nuisance and is prohibited.
- (5) Littering on any beach or on any Town owned property or on any public right-of-way or other publicly accessible place is presumed to constitute a nuisance and is prohibited.
- (6) Any violation of the Town's noise regulations as set forth in Chapter 95 of the Town Code of Ordinances on any beach or on any Town owned property or on any public right-of-way or other publicly accessible place is presumed to constitute a nuisance and is prohibited.

(C) *Shore based shark fishing regulations. Shore based shark fishing is regulated by the State of Florida through the Florida Fish and Wildlife Conservation Commission (FWC). Shore based shark fishing rules are found in the Florida Administrative Code Chapter 68B-44, Sections 002 through 009. Those rules include the following prohibitions:*

- (1) Landing by recreational fishing from Florida waters, or possessing by taking from Florida waters any short fin mako shark less than 83 inches fork length.
- (2) Landing from Florida waters or possessing by taking from Florida waters any shark less than 54 inches fork length, except for the following species, for which there is no minimum size requirement:
 - a. Atlantic sharpnose shark.
 - b. Blacknose shark.
 - c. Blacktip shark.
 - d. Bonnethead.
 - e. Finetooth shark.
 - f. Smoothhound sharks.
- (3) Landing by recreational fishing from Florida waters, or possessing by taking from Florida waters any shark in other than whole condition with fins attached.
- (4) Landing by recreational fishing from Florida waters, or possessing by taking from Florida waters any shark fin that has been separated from the shark body.
- (5) Landing by recreational fishing from Florida waters, or possessing by taking

from Florida waters more than one permissible species of shark per day. The list of prohibited shark species can be found at Florida Administrative Code Chapter 68B-44 Sec. 004.

- (6) Removing from Florida waters, or unnecessarily harming or destroying any prohibited shark species taken from Florida waters.
- (7) Use of any fishing method from Florida waters other than single hook and line gear. When using live or dead natural bait, only non-stainless-steel circle hooks may be used. Anyone engaged in the activity of shore based shark fishing must have in their possession at all times a set of cable or bolt cutters. The use of multiple hooks in conjunction with dead or live bait, the practice of snagging, and the practice of chumming or bloodbaiting is prohibited by FWC rule. Drones may not be used to harass or track any fish in Florida waters, or to assist in taking any fish, including sharks, from Florida waters. The use of drones in general must also be in conformance with FWC rule and Federal Aviation Administration (FAA) rule, and state law.
- (8) A person may not participate in shore-based shark fishing unless such person has been issued and is in possession of a valid Commission-issued shore-based shark fishing permit. A person who is under 16 years of age is exempt from the shore-based shark fishing permit requirement; however, they must have completed the FWC shore based shark fishing education course.

(D) Enforcement and education.

- (1) Residents and guests of the Town of Manalapan are strongly encouraged to report observed behavior that violates any provision of this section, or observed evidence that indicates there has been a violation of any rule set forth in this section. Violations of Town nuisance regulations including beach lighting and littering, as well as trespass on private property, should be reported to the Town of Manalapan Police Department. Violations of FWC rules regulating shore based shark fishing should be reported directly to FWC, or to the Town of Manalapan Police Department who will engage FWC as appropriate.
- (2) 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 and regulations set forth in subsections (A), (B), and (C), as well as contact information for Town Police enforcement and state FWC enforcement, 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).

- (3) The Town Manager is further authorized to coordinate with the Police Chief and appropriate FWC personnel to provide education materials and enforcement instructions to Town residents and guests regarding the prohibitions and restrictions contained in applicable FWC rules and this code.

(E) *Definitions.* For purposes of this section, the following terms have the meanings set forth herein, as contained in Florida Administrative Code 68B-2.011, 68B-44.002 and 68B-44.006:

- (1) “*Beach*” means a saltwater shoreline covered in enough sand above the mean high water line to support sunbathing.
- (2) “*Chumming*” means the use of animal product – real or synthetic – placed into the water from the beach to attract, but not harvest, any marine organism. The use of bait on a hook is not considered to be chumming.
- (3) “*Circle hook*” means a fishing hook designed and manufactured so that the point is not offset and is turned perpendicularly back to the shank to form a general circular or oval shape.
- (4) “*Nuisance*” means any act that tends to annoy the community, injure the health of the citizens in general, or corrupt the public morals as defined at Sec. 823.01, Fla. Stat. (2025). Nuisance also means the creation of foul odors or noise which causes material discomfort upon adjacent private property, or the leaving or accumulation of litter that can attract pests onto adjacent private property.
- (5) “*Shark*” means any species of the orders Carcharhiniformes, Lamniformes, Hexanchiformes, Orectolobiformes, Pristiophoriformes, Squaliformes, Squatiniformes. For a list of specific examples of different species contained in these orders, see Florida Administrative Code 68B-44.002 (2).
- (6) “*Shore-based shark fishing*” means targeting or harvesting any species of shark when fishing from shore, wade fishing, or fishing from any structure attached

to shore, including but not limited to piers, docks, and jetties. Fishing from shore or any structure attached to shore by or with any of the following gear or methods shall constitute shore-based shark fishing regardless of the species targeted or harvested.

(a) Fishing with a metal leader greater than 4 feet in length.

(b) Using a fighting belt, fighting harness, or similar device in conjunction with a fishing rod.

(c) Deploying bait by any means other than casting from shore or casting while wade fishing, including but not limited to transporting or dropping the bait by or from a vessel, surf board, drone, or by swimming.

(d) Deploying bait by means other than casting shall not constitute shore-based shark fishing if and only if the bait is attached to a hook for which the maximum distance measured between two points inside the curve created by the hook does not exceed 1.5 inches when measured at the widest dimension, and the fishing activity is not an activity defined above as being meant for the targeting or harvesting of sharks.

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 14th day of July 2026.

SECOND & FINAL READING this ____ day of September 2026.

TOWN OF MANALAPAN

John Deese, Mayor

ATTEST:

(SEAL)

Erika Petersen, Town Clerk