



TOWN COMMISSION MEETING

TUESDAY May 23rd, 2023

10:00 A.M.



**PUBLIC NOTICE/AGENDA
TOWN COMMISSION MEETING
Tuesday May 23rd, 2023 at 10:00 a.m.**

Town Commission	Town Staff
Stewart Satter, Mayor _____	Linda Stumpf, Town Manager _____
John Deese, Vice Mayor _____	Carmen Mattox, Chief of Police _____
Simone Bonutti, Mayor Pro Tem _____	Erika Petersen, Town Clerk _____
Richard Granara, Commissioner _____	Keith W. Davis, Town Attorney _____
Chauncey Johnstone, Commissioner _____	Trey Nazzaro, Ass't. Town Attorney _____
Aileen Carlucci, Commissioner _____	Brent Watson, Waterplant Superintendent _____
Kristin Rosen, Commissioner _____	

CALL TO ORDER & PLEDGE OF ALLEGIANCE

**AGENDA ADDITIONS, DELETIONS OR SUBSTITUTIONS
MAYOR'S COMMENTS**

CONSENT AGENDA:

1. Minutes April 11, 2023, Town Commission Meeting
2. Police Department Report and Fire/Rescue Response Time Report for April
3. **RES 3-23** Inter Local Agreement with Palm Beach County for Radio Communications between PSAPS (Public Safety Answering Points)
4. Urban County Program Interlocal Agreement for 2024-2027

REGULAR AGENDA: *Quasi-Judicial Hearing

1. ***SPR 23-2 – Eau Palm Beach** – Timothy Nardi, agent for RCPB, LLC, (Eau Palm Beach), 100 South Ocean Boulevard, is requesting a Site Plan Review to allow the installation of flood panels in accordance with Sec. 151.666 (A) of the Town Zoning Code.
2. Discussion on Pickleball
3. Sand Transfer Plant History
4. Mock Roos CSA for S. Florida Water Management District Water Use Permit Renewal
5. Town Manager Stumpf's Report

PUBLIC COMMENTS

OTHER BUSINESS

ADJOURNMENT

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



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: May 23, 2023

Agenda Item No.: CA.1

Agenda Item Name: April 11th, 2023 Town Commission Meeting Minutes

ACTION REQUESTED: Discussion ☐ Approval ☒

ATTACHMENT:

- April 11th, 2023 Town Commission Meeting Minutes



Town Commission Meeting
Tuesday April 11, 2023, at 10:00 a.m.

IN ATTENDANCE

TOWN COMMISSION		TOWN STAFF	
Stewart Satter, Mayor	✓	Linda Stumpf, Town Manager	✓
John Deese, Vice Mayor	✓	Carmen Mattox, Chief of Police	✓
Simone Bonutti, Mayor Pro Tem	✓	Erika Petersen, Town Clerk	✓
Richard Granara, Commissioner	✓	Keith Davis, Town Attorney	✓
Chauncey Johnstone, Commissioner	✓	Trey Nazzaro, Ass't. Town Attorney	X
Aileen Carlucci, Commissioner	✓	Brent Watson, Water Plant Superintendent	✓
Kristin Rosen, Commissioner	✓		

PUBLIC: Sharon & Bob Kirkland (30 Spoonbill), Jerry Jacobson (1520 LER), Howard Parker (1275 LER), Tim Nardi (Eau Palm Beach), Jamie Gavigan (Shutts & Bowen LLP), Yu Zhan (CRTKL), Gary Snyder (CRTKL), Jairo Cunningham (Eau Palm Beach), Tito Rodriguez Torres (Eau Palm Beach), Lauren Burnley (UDS), Brad Miller (UDS), John Randolph (Jones Foster), Scarlet Amo, and Larry Barszewski (Coastal Star)

CALL TO ORDER & PLEDGE OF ALLEGIANCE

Town Commission meeting called to order at 10:27 a.m.

Town Manager Stumpf announced item RA.3 SPR 23-2 Site Plan Review for the Eau Palm Beach flood panels was being postponed until the next meeting due to a noticing issue.

CONSENT AGENDA:

- 1. Minutes March 28, 2023 Town Commission Meeting**
- 2. Police Department Report and Fire/Rescue Response Time Report for March**

Mayor Pro Tem Bonutti made a motion to **approve** the Consent Agenda. Commissioner Johnstone seconded the motion which prevailed by the following vote:

YES: Vice Mayor Deese, Mayor Pro Tem Bonutti, Commissioner Granara, Commissioner Johnstone, Commissioner Carlucci, and Commissioner Rosen

REGULAR AGENDA:

RA. 1 VAR 23-1 – 1275 Lands End Road – Howard A. Parker sought the Town Commission’s approval for a variance from applicable sections of the Town Code in order to subdivide a 1.03 acre lot into two lots, where one lot to be 0.70 acres and the other to be 0.33 acres, where Town Zoning Code Sec. 151.334 required a minimum lot size of 0.50 acres of usable land.

Attorney John Randolph and Planner Bradly Miller presented the request.

The Commission had questions regarding the history of the zoning districts and the property.

Jerry Jacobson (1520 LER) made public comments on this item.

Commissioner Granara and Mayor Satter stated the applicant appeared to create their own hardship when they added to their home and encroached on the subject property.

Commissioner Granara made a motion to **deny** the Variance request as it did not meet the criteria. Commissioner Rosen seconded the motion which prevailed by the following vote:

YES: Vice Mayor Deese, Mayor Pro Tem Bonutti, Commissioner Granara, Commissioner Johnstone, Commissioner Carlucci, and Commissioner Rosen

RA. 2 SPR 23-1 – Eau Palm Beach – Timothy Nardi, agent for RCPB, LLC, (Eau Palm Beach), 100 South Ocean Boulevard, requested a Site Plan Review to allow changes to the approved exterior paint colors in accordance with Sec. 151.666 (A) of the Town Zoning Code.

Mayor Pro Tem Bonutti made a motion to **approve** the Site Plan Review. Commissioner Johnstone seconded the motion which prevailed by the following vote:

YES: Vice Mayor Deese, Mayor Pro Tem Bonutti, Commissioner Granara, Commissioner Johnstone, Commissioner Carlucci, and Commissioner Rosen

RA. 3 Postponed

RA. 4 Town Manager Stumpf’s Report

Code Enforcement: Town Manager Stumpf announced there would be a Code Enforcement Hearing scheduled for that afternoon at 2pm with one item on the agenda being the old bank building at 131 S. Ocean Blvd.

Intracoastal Crossing Update: Water Plant Superintendent, Brent Watson, explained that they were beginning the water sampling process again later in the week and were hopeful that the line would be in service the following week.

Capital Projects Update: Town Manager Stumpf explained she was still working with the grant writer and Mock Roos to explore funding options for the septic to sewer project. Regarding the Lands End Road cul de sac, she stated they had contacted three companies and only had one bid come back. Unfortunately, it was higher than expected and she plans to go back out for a formal bid in June.

COVID update: She explained the numbers were continuing to trend down with new case positivity at only 10.5% in the county.

PUBLIC COMMENTS

There was none.

OTHER BUSINESS

There was none.

Meeting adjourned at 11:26 a.m.

**These minutes were presented to the Town Commission
on Tuesday May 23, 2023 for approval.**

Stewart Satter, Mayor

Date Signed

Erika Petersen, Town Clerk

Date Signed



TOWN OF MANALAPAN

AGENDA ITEM SUMMARY

Meeting Date: May 23, 2023

Agenda Item No.: CA.2

Agenda Item Name: Police Department Chief's Report and Palm Beach County Fire Rescue Response Times for April

ACTION REQUESTED: Discussion ☐ Approval ☒

ATTACHMENT:

- The Police Department Chief's Report for April including Monthly Stats
- Palm Beach County Fire/Rescue response times for April

TO: Mayor and Town Commissioners
Linda Stumpf, Town Manager

FROM: Chief Mattox

SUBJECT: Monthly Report for January

DATE: May 16, 2023

Staffing

Retired PBSO Lieutenant Stinnett completed the hiring process and began the FTO program May 3rd. He will fill a part time slot. We are completing the hiring process for one full-time officer with previous law enforcement experience. We are currently starting to process two additional full-time applicants with no previous experience.

Zone Coverage

We are staffing as manpower allows. Due to staffing shortages vacations requests are not always approved.

Fleet

Both new vehicles are in service. The older units have been decommissioned and all graphics removed from the exterior of the vehicles per FSS. They have been sold.

Training

All the certified officers completed the following required mandatory training. This information was submitted to the FDLE training management site and everyone's training profile was updated indicating compliance.

1	<u>Identify and Investigate Human Trafficking for Law Enforcement Officers</u>
2	<u>Recognizing Head Injuries in Infants and Children</u>
3	<u>Victims of Sexual Offenses</u>

Four Officers were required to complete recertification by June 1, 2023. They have all successfully completed the training and their training profile updated to indicate compliance.

Officers will be attending joint training with Ocean Ridge this month. The topic will be Basic Crime Scene Processing.

Miscellaneous

Ashley Watson helped me complete the annual salary incentive compensation report due May 30, 2023. The information was submitted to FDLE as required.

The remodel began May 1st, 2023. The PD is housed temporarily in the Library kitchen.

The new Glock 9mm handguns have arrived. Jupiter PD Chief England has agreed to swap out all 40-caliber ammo for 9mm. We are currently scheduling training so the officers can transition to the new weapon.

The Marine Patrol boat is back on the water and available when staffing allows.

We successfully completed the Driver and Vehicle Information Database (DAVIDS) audit. I would like to recognize dispatcher Elizabeth Mackey for maintaining all the records, completing the required monthly in-house inspections and completing the audit.

Lantana PD is in the process of transitioning to an encrypted radio channel. We currently are not be able to communicate with their system. I made arrangements with the county radio shop to program all the mobile radios so both dispatch and the officers can communicate with Lantana dispatch center and patrol units in the field.

FDOT's subcontractors are continuing to clean out the drainage system in the 200 block of South Ocean Boulevard. Once it is clear they will be able to determine what portion needs replacement.

The portion of the beach in the vicinity of the sand pump is becoming very popular. We are receiving an increase in calls regarding underage drinking and jumping off the sand transfer plant and the inlet bridge. We assist with calls at the inlet and sand transfer plant as we are the closest agency. I have reached out to the Sheriff's office for assistance to provide a stronger presence.



Manalapan Police Department
Monthly Stats
April 2023



CALLS FOR SERVICE

Call Type	Total	Zone 1 Point	Zone 2 A1A	Zone 4 Out of Town	Zone 5 N. Inlet	Zone 6 Beach	Zone 7 Bird Island	Zone 8 Plaza & The EAU	Zone ORP
9-1-1 Abandoned	0								
9-1-1 Received	82								
9-1-1 Transfer	9	2	1					6	
Alarms	10	1	8					1	
Animal Complaints	8	2	3		1	2			
ATV Completed	137					137			
ATV Cancelled	67					67			
Assault	0								
Battery	1		1						
Boat/Marine Patrol	3								3
Burglary A / B / R / V	1		1						
Child Abuse	0								
Construction Site Checks	128	92	36						
Dark House Checks	495	305	96					94	
Distressed Swimmer	1		1						
Disturbance	1							1	
Domestic	0								
Drones	0								
Driving Under Influence	0								
Drug Law Violation	1					1			
Grand Theft Auto	1		1						
Lewd Acts	0								
Fire	0								
Fire Alarm	4	1	3						
Fraud	1	1							
Information	12	3	4			1		4	
Obscene Harrassing Calls	0								
Mental	0								
Medical	9	2	1					6	
Mutual Aid	1	1							
Open Door	1							1	
Ordinance Violations	3	3							
Plaza Walk and Talk	116							116	
Parking Enforcement	84	29	24		1			30	
Possession of Alcohol	0								
Property Damage	0								
Property Found	1		1						
Property Lost	0								
Service Calls	26	15	8					3	
Suspicious Incident	2		2						
Suspicious Person	4	1	1					2	
Suspicious Vehicle	0								
Stolen Vehicle Alerts-LPR	0								
Theft	2							2	
Traffic Crash	2	1						1	
Traffic Stops	84	9	57	1				17	
Traffic Citations	16		13					3	
Trespass	4	1	1					2	
Vessel Stop	0								

Manalapan Police Department

Warrant Arrest	1							
Welfare Check	1	1		Monthly Stats				
Work Hour	0			April 2023				



Manalapan Police Department
Monthly Stats
April 2023



INCIDENT REPORTS

Case #	Incident Type	Zone	Note	Case #	Incident Type	Zone	Note
23-0033	Traffic Stop-Tow	2		23-0043	Verbal Threat	8	
23-0034	Drug-Found Property	6		23-0044	Found Property	2	
23-0035	Burglary Residential-Att	2		23-0045	Traffic Stop - Tow	2	
23-0036	Grand Theft Auto	2		23-0046	Traffic Stop - Tow	1	
23-0037	Warrant Arrest	2		23-0047	Theft	8	
23-0038	Info	8		23-0048	Theft	8	
23-0039	Fraud	1					
23-0040	Lost Property	1	Located				
23-0041	Traffic Stop-Tow	2					
23-0042	Battery	2					

MONTHLY TRAINING		MONTHLY DISPATCH CALLS			
In Service PLI - Lawful Searches		911	82		
CJIS Mandatory on line training		Non-Emergency	974		
		Total	1056		

**MANALAPAN POLICE DEPARTMENT
FLEET MAINTENANCE REPORT**

[illegible]

Manalapan Police Department

Extended Tour Of Duty Report

From 04/01/2023 00:01 through 04/30/2023 23:59 for Unit ALL

Agency ALL

Signal WORK

Date	Recd	Disp	Ardd	Clrd	Unit	Signal	Event Number	Case Number
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Location:

Zone:

Dispo:

Ofc. Notes

Address:

City:

Number Of Events Listed:	0
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5/2/2023

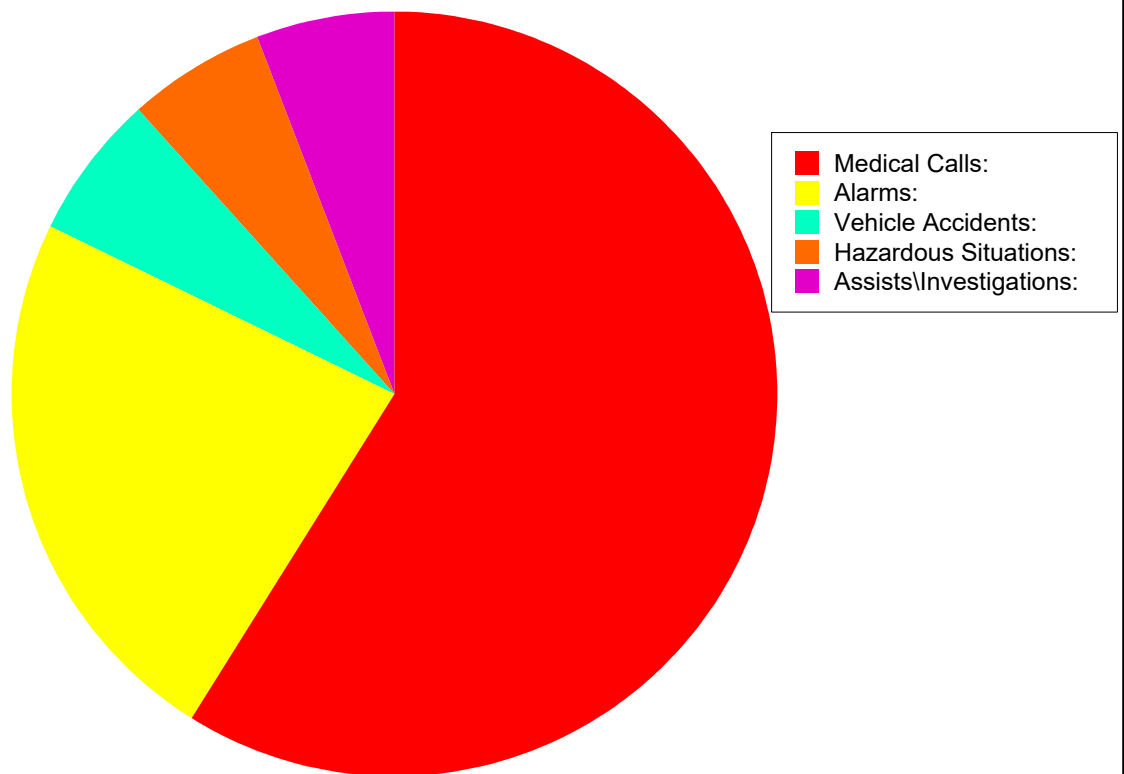
Palm Beach County Fire Rescue

Manalapan - # of Calls by Type

20230401 to 20230430

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>
Medical Calls:	10
Alarms:	4
Vehicle Accidents:	1
Hazardous Situations:	1
Assists\Investigations:	1
Total number of Events:	17

Calls by Situation Dispatched





5/2/2023

Palm Beach County Fire Rescue

Manalapan Response Time Report

20230401 to 20230430

Event #	Station	Sit Disp	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
Emergency Calls:														
F23064162	38	Medical	LANDS END RD MN	04/02/2023	16:26:04	16:26:39	16:26:47	16:27:32	16:32:27	17:28:35	0:00:43	0:00:45	0:04:55	0:06:23
F23068188	38	Medical	S OCEAN BLVD MN	04/08/2023	14:23:24	14:25:46	14:25:56	14:27:04	14:31:46	15:15:49	0:02:32	0:01:08	0:04:42	0:08:22
F23068403	38	Medical	S OCEAN BLVD MN	04/08/2023		20:55:31	20:55:39	20:55:47	20:57:11	21:02:49	0:00:33	0:00:08	0:01:24	0:02:05
F23072281	38	Medical	S OCEAN BLVD MN	04/14/2023	14:23:45	14:24:36	14:24:44	14:25:31	14:27:20	14:41:42	0:00:59	0:00:47	0:01:49	0:03:35
F23074053	38	Medical	S OCEAN BLVD MN	04/17/2023		00:09:06	00:09:17	00:11:42	00:14:17	00:49:29	0:00:36	0:02:25	0:02:35	0:05:36
F23079328	38	Medical	S OCEAN BLVD MN	04/24/2023		18:34:13	18:34:19	18:35:19	18:37:12	18:56:34	0:00:31	0:01:00	0:01:53	0:03:24
F23079746	38	Medical	S OCEAN BLVD MN	04/25/2023	11:10:08	11:10:51	11:11:02	11:11:35	11:13:43	11:20:08	0:00:54	0:00:33	0:02:08	0:03:35
F23079789	38	Medical	S OCEAN BLVD MN	04/25/2023	12:26:49	12:27:13	12:27:17	12:28:49	12:30:09	13:21:22	0:00:28	0:01:32	0:01:20	0:03:20
F23080422	38	Medical	S OCEAN BLVD MN	04/26/2023		11:21:18	11:21:26	11:22:29	11:26:34	11:55:16	0:00:33	0:01:03	0:04:05	0:05:41
F23080445	38	Medical	CURLEW RD MN	04/26/2023		12:10:58	12:11:11	12:12:09	12:19:28	13:28:19	0:00:38	0:00:58	0:07:19	0:08:55
Average Response Times:											0:00:50	0:01:02	0:03:13	0:05:05

Non Emergency Calls:

F23063437	38	Fire Alarm	S OCEAN BLVD MN	04/01/2023		15:02:41	15:02:49	15:04:20	15:09:00	15:22:28	0:00:33	0:01:31	0:04:40	0:06:44
F23063692	38	Powerlines Do	PASLAY PL MN	04/01/2023		22:02:10	22:02:15	22:03:53	22:11:29	22:22:47	0:00:30	0:01:38	0:07:36	0:09:44
F23075609	38	Fire Alarm	S OCEAN BLVD MN	04/19/2023		10:06:17	10:06:24	10:06:34	10:10:25	10:12:43	0:00:32	0:00:10	0:03:51	0:04:33
F23082069	38	Assist	S OCEAN BLVD MN	04/28/2023		18:32:18	18:32:25	18:33:56	18:35:12	18:52:25	0:00:32	0:01:31	0:01:16	0:03:19

Corrupt Data:

F23071175	38	Medical	S OCEAN BLVD MN	04/13/2023	02:35:50	02:48:05	02:48:12	02:49:39	02:52:57	03:36:17	Possible problem with Received Time			
F23067766	38	Fire Alarm	S OCEAN BLVD MN	04/07/2023		21:35:24	21:35:28	21:36:47		21:40:17	Empty Time Fields			
F23076846	38	Fire Alarm	AUDUBON CSWY MN	04/21/2023		05:12:27	05:12:34	05:13:54		05:17:13	Empty Time Fields			

Total number of Events: 17

*Represents call received to arrival. If there is no received time, the County annual average call received to call entered time is used.



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: May 23, 2023

Agenda Item No.: CA.3

Agenda Item Name: RES 3-2023 : Interlocal Agreement with Palm Beach County for Radio Communications between PSAPS (Public Safety Answering Points)

ACTION REQUESTED: Discussion ☐ Approval ☒

BACKGROUND:

The attached Interlocal Agreement complies with Florida Statute section 365.179 which provides for the implementation of direct communication between 911 public safety answering points (PSAP) and first responders. This agreement will provide for a more efficient dispatch of first responder agencies within the county. In the 2023-2024 budget staff included components that will allow the Manalapan PSAP to communicate with other PSAP's which will provide us with inter-agency communications.

ATTACHMENT:

- ILA Agreement

RESOLUTION NO. 3-2023

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OF MANALAPAN TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF A 9-1-1 EMERGENCY CALL HANDLING SYSTEM IN THE TOWN; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the Florida Legislature enacted the Emergency Communications Number E911 Act, Section 365.172, Florida Statutes, (the “Act”) for the purpose of establishing and implementing a comprehensive statewide emergency telecommunications number system that will provide users of voice communications services with rapid direct access to public safety agencies via a 9-1-1 system and to provide funds to counties for certain costs associated with their 9-1-1 or E911 system; and

WHEREAS, the Act provides for the levy of a reasonable fee on users of voice communications services to establish and implement a comprehensive statewide emergency telecommunications number system to allow direct access to public safety agencies by accessing the telephone number “9-1-1”; and

WHEREAS, the Act further establishes how E911 fees are collected in the State of Florida and redistributed to the appropriate counties throughout the state to be used as specified; and

WHEREAS, the Palm Beach County and the Town of Manalapan recognize the need and benefits to having and maintaining a single functional 9-1-1 network in several locations for emergency call handling and transfer as designated in the Act; and

WHEREAS, Palm Beach County desires to implement a 9-1-1 system at the Town of Manalapan’s Public Safety Answering Point (PSAP), also known as the Town’s Emergency Communications Center (ECC), which implementation includes Palm Beach County’s acquisition, installation and maintenance of select systems and equipment, and which also may include an annual disbursement of funds to the Town of Manalapan to offset permissible expenditures, and reimbursement of capital expenses for certain 9-1-1 related equipment purchased by the Town of Manalapan, all subject to county and town budgetary appropriations; and

WHEREAS, in order to effectuate the aforesaid implementation of the aforesaid 9-1-1 system, Palm Beach County and the Town of Manalapan desire to enter into the attached interlocal agreement; and

WHEREAS, the Town Commission of the Town of Manalapan has determined it to be in the best interest of the Town and its residents and businesses, to cooperate with Palm Beach County in the implementation of the 9-1-1 system in the Town of Manalapan, and has determined it to be appropriate to authorize the Mayor of Manalapan to execute the interlocal agreement.

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

SECTION 1: the Town Commission of the Town of Manalapan hereby adopts the Interlocal Agreement Between Palm Beach County and the Town of Manalapan for the installation, operation, and maintenance of a 9-1-1 emergency call handling system in the Town, attached hereto as Exhibit A, and authorizes the Mayor of Manalapan to execute same.

SECTION 2: This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 23rd day of May 2023.

TOWN OF MANALAPAN

STEWART SATTER, MAYOR

ATTEST:

(Seal)

ERIKA PETERSEN, TOWN CLERK

**AGREEMENT FOR THE
INSTALLATION, OPERATION AND MAINTENANCE OF
THE 9-1-1 EMERGENCY CALL HANDLING SYSTEM**

THIS AGREEMENT (“the Agreement”) is made as of the ____day of_____, _____, by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as “COUNTY”), and the _____, a municipal corporation or agency of the State of Florida (herein referred to as “AGENCY”).

WITNESSETH

WHEREAS, the Florida Legislature enacted the Emergency Communications Number E911 Act, Section 365.172, Florida Statutes, for the purpose of establishing and implementing a comprehensive statewide emergency telecommunications number system that will provide users of voice communications services with rapid direct access to public safety agencies via a 911 system and to provide funds to counties for certain costs associated with their 911 or E911 system; and

WHEREAS, Section 365.172, Florida Statutes, provides for the levy of a reasonable fee on users of voice communications services to establish and implement a comprehensive statewide emergency telecommunications number system to allow direct access to public safety agencies by accessing the telephone number “9-1-1;” and

WHEREAS, Section 365.172(2)(e), Florida Statutes, acknowledges the legislative intent that the E911 fee authorized and imposed does not necessarily provide the total funding required to accomplish these purposes; and

WHEREAS, Sections 365.172 and 365.173, Florida Statutes, establishes how E911 fees are collected in the State of Florida and redistributed to the appropriate counties to be used as specified; and

WHEREAS, Section 365.173(2)(d), Florida Statutes, establishes the COUNTY as the body charged with the appropriation of these funds; and

WHEREAS, the COUNTY and the AGENCY recognize the need and benefits to having and maintaining a single functional 9-1-1 network in several locations for emergency call handling and transfer as designated in the Florida Emergency Communications Number E911 State Plan, as may be amended from time to time (hereafter referred to as the “State E911 Plan”); and

WHEREAS, to accomplish this, the COUNTY desires to implement a 9-1-1 system in the AGENCY's Public Safety Answering Point (PSAP), also known as an Emergency Communications Center (ECC), which implementation includes the COUNTY's acquisition, installation and maintenance of select COUNTY systems and equipment, and which also may include an annual disbursement of funds to the AGENCY to offset permissible expenditures, and reimbursement of capital expenses for certain 9-1-1 related equipment purchased by the AGENCY, all to the extent permitted under Sections 365.171 and 365.172, Florida Statutes and the County budget adopted, or to be adopted, for the 9-1-1 system; and

WHEREAS, the COUNTY and AGENCY consider entering into and performing this Agreement to be in the best interest of their respective citizens and the health, safety, and welfare of such citizens;

Now, therefore, in consideration of the mutual promises contained herein, the COUNTY and AGENCY agree as follows:

ARTICLE 1 - PURPOSE

The purpose of this Agreement is set forth in the above recitals, and same are hereby incorporated herein by reference. This Agreement provides for the installation and maintenance of a 9-1-1 system as described in the Palm Beach County E911 Plan on file with the Florida Department of Management Services; establishes minimum performance standards and other related procedures; establishes a disbursement/reimbursement procedure; and defines responsibilities pertaining to the 9-1-1 Call Handling System as they relate to the parties hereto. The subjects addressed herein, and the responsibilities assigned are not all inclusive and it is anticipated that the Palm Beach County 9-1-1 system will require future revisions and modifications. As a result, this Agreement does not represent a limitation of 9-1-1 issues and may be amended by mutual written agreement of the parties.

ARTICLE 2 -BAILMENT

- a. The COUNTY hereby provides to the AGENCY, and the AGENCY hereby accepts possession of, the COUNTY 9-1-1 systems and equipment, including 9-1-1 Call Handling Equipment ("CHE"), identified on **Exhibit A** attached hereto and incorporated herein (hereinafter referred to as "COUNTY 9-1-1 Systems and Equipment"). Exhibit A may be updated and modified from time to time as agreed to in writing by the parties' Contract Monitors; and each party hereby authorizes its respective Contract Monitor to execute such modified Exhibit A on behalf of said party.
- b. This provision of the COUNTY 9-1-1 Systems and Equipment shall be considered a bailment for the mutual benefit of the COUNTY (bailor) and the AGENCY (bailee).

All COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder shall remain the property of the COUNTY, and the AGENCY shall use such COUNTY 9-1-1 Systems and Equipment only for the purposes contemplated by this Agreement.

ARTICLE 3 – OBLIGATIONS OF THE COUNTY

- a. The COUNTY, through the Department of Public Safety, Division of 9-1-1 Program Services, shall provide the COUNTY 9-1-1 Systems and Equipment to the AGENCY, which the AGENCY shall use for routing, delivery, and handling of 9-1-1 emergency calls.
- b. The COUNTY 9-1-1 system shall be a Next Generation 9-1-1 Emergency Services IP Network (ESINet) and Call Handling System (CHS), and is compliant with all standards required by the State E911 Plan.
- c. The COUNTY will provide on-demand language translation services; monitoring of the COUNTY 9-1-1 Systems and Equipment; PSAP data analytics; and call taker training to the AGENCY's 9-1-1 Public Safety Telecommunicators.
- d. The COUNTY shall provide for the installation of, as well as preventive monthly inspection (PMI), maintenance, upgrades, and emergency service for, the COUNTY 9-1-1 Systems and Equipment.
- e. The COUNTY will ensure all service technicians are fingerprint background checked and Criminal Justice Information Services (CJIS) certified, as required by the Florida Department of Law Enforcement (FDLE) for unescorted entry into secure/restricted areas within PSAPs.
- f. The COUNTY shall be responsible for maintaining a current Master Street Address Guide (MSAG).
- g. The COUNTY shall give priority, in the allocation of E911 fee revenue, to recurring operational expenses of the network and systems; updating and refreshing 9-1-1 equipment and technologies; and any other mandatory expenses.
- h. The COUNTY may provide for an equitable annual disbursement of any remaining E911 fee revenues, not previously encumbered, or of monies specifically designated by the COUNTY, to offset the AGENCY's cost of appropriate statutorily permissible expenditures under Section 365.172, Florida Statutes. Such disbursement, if any, will be calculated by the COUNTY pursuant to an equitable formula. The COUNTY will notify the AGENCY of the amount of any such disbursement on an annual basis.

ARTICLE 4 – OBLIGATIONS OF THE AGENCY

- a. The AGENCY shall provide security and back-up power, to include a UPS (uninterrupted power source) to the COUNTY 9-1-1 Systems and Equipment in accordance with the State E911 Plan.
- b. The AGENCY shall comply with appropriate cybersecurity protocols as stipulated by the COUNTY, specifically the Department of Public Safety, Division of 9-1-1 Program Services.
- c. The AGENCY shall provide a number of call takers sufficient to meet the requirements of section 5.3.1 of the State E911 Plan. Call takers must maintain current Florida Department of Health Public Safety Telecommunicators certification.
- d. The AGENCY shall promptly notify the COUNTY of any issue that impacts the delivery and answering of 9-1-1 calls. This may include equipment failures or damage and database failures or errors. The AGENCY shall be responsible for lost equipment or equipment damaged due to the AGENCY's negligence based on the value of such equipment at the time of loss or damage.
- e. The AGENCY shall notify the COUNTY of any service boundary, street name, building or unit number, or other addressing that has been changed within three (3) business days of the approval setting forth such changes.
- f. The AGENCY shall operate its PSAP in compliance, at minimum, with all standards established for PSAPs by the State E911 Plan.
- g. The parties acknowledge that the AGENCY's operation of its PSAP may require the AGENCY to procure capital equipment in addition to the COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder. The AGENCY may request from the COUNTY reimbursement of capital expenses relating to such purchase(s) of 9-1-1 related equipment authorized under Section 365.172(10), Florida Statutes; provided that the COUNTY's approval, in its sole discretion, has been obtained prior to the AGENCY's procurement of such equipment. The AGENCY shall be responsible for purchasing and acquiring the equipment, and then submitting for reimbursement to the COUNTY all documentation required by the Palm Beach County Clerk and Comptroller's Office. All requests for reimbursement will be made as soon as practical, but no later than August 31st of each fiscal year this Agreement is in effect.
- h. The AGENCY shall provide access to their COUNTY 9-1-1 Systems and Equipment to COUNTY designated service technicians for installation, preventive monthly inspection (PMI), maintenance, upgrades, and emergency service.
- i. The AGENCY will perform no self-service maintenance on COUNTY 9-1-1 Systems and Equipment. The AGENCY shall contact the COUNTY for all maintenance and repairs of the COUNTY 9-1-1 Systems and Equipment.

- j. The AGENCY shall return to the COUNTY all COUNTY 9-1-1 Systems and Equipment when in disrepair or no longer in use, and at the termination of this Agreement, for tracking and proper disposal.

ARTICLE 5 - TERM AND TERMINATION

The term of this Agreement, unless terminated as provided in this Article 5, is for a period of five (5) years commencing March 1, 2023, with three (3) one-year renewal options, under the same terms and conditions stated herein, upon written agreement of the parties.

The COUNTY reserves the right to terminate this Agreement for cause upon ninety (90) days' written notice to the AGENCY. The AGENCY may terminate this Agreement upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY.

ARTICLE 6 - CONTRACT MONITORS AND NOTICES

The COUNTY's Contract Monitor shall be the Public Safety Department Director, whose telephone number is (561)712-6400. The AGENCY's Contract Monitor shall be the AGENCY's Manager, whose telephone number is (561)_____.

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand with a receipt obtained, or by certified mail return receipt requested, or by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Public Safety Department Director
20 South Military Trail
West Palm Beach, FL 33415

With a copy to:

Dan Koenig, Senior Manager, PBC 9-1-1 Program Services
20 South Military Trail
West Palm Beach, FL 33415

and

Palm Beach County Attorney's Office
301 North Olive Ave. - 6th Floor
West Palm Beach, FL 33401

If sent to the AGENCY, notices shall be addressed to:

With a copy to:

ARTICLE 7 - LIABILITY

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the AGENCY against any actions, claims or damages arising out of the COUNTY's negligence in connection with this Agreement, and the AGENCY shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the AGENCY's negligence in connection with this Agreement, including its negligent use, care and/or possession of the COUNTY 9-1-1 Systems and Equipment provided hereunder. This provision does not constitute consent of either party to be sued by third parties and shall not be construed as a waiver of either party's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Nor shall this provision be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

ARTICLE 8 - WAIVER

If either party shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and such party shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

ARTICLE 9 - SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held by a court of competent jurisdiction to be

invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 10 – ENTIRETY OF AGREEMENT

The COUNTY and the AGENCY agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto or as specifically provided for herein.

ARTICLE 11 – AUDITS and PUBLIC RECORDS

The AGENCY and the COUNTY shall maintain records relating to this Agreement and performance hereunder in accordance with Florida's public records laws and any other applicable laws, including any applicable confidentiality laws. At a minimum, the AGENCY and the COUNTY shall maintain such records for at least five (5) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the five (5) year period, the AGENCY and the COUNTY shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. The COUNTY and the AGENCY shall have the right, upon reasonable request and during normal business hours, to inspect, examine or copy the other's records, and each party shall make such records available to the other party in Palm Beach County.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421-2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 12 - NO AGENCY

Nothing contained herein is intended to, nor shall create an agency relationship between the COUNTY and the AGENCY.

ARTICLE 13 - EMPLOYEE FUNCTIONS

No employee of the COUNTY or the AGENCY shall perform any function or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

ARTICLE 14 - RELATIONSHIP OF EMPLOYEES

No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

ARTICLE 15 - ASSIGNMENT OF RIGHTS

Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other; however nothing contained herein shall be construed to prevent COUNTY, in its sole discretion, from using subcontractors to perform its obligations under this Agreement without obtaining consent.

ARTICLE 16 - NONDISCRIMINATION

In Resolution 2017-1770, the COUNTY expressed its commitment to assuring equal opportunity by not conducting business with nor appropriating funds to entities that discriminate as set forth therein. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

ARTICLE 17 - ANNUAL APPROPRIATIONS

Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

ARTICLE 18 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 19 - JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

ARTICLE 20 - CAPTIONS

The captions and section headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

ARTICLE 21 - DELEGATION OF DUTY

This Agreement shall not in any way or manner whatsoever be deemed to constitute a transfer of powers or functions. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

ARTICLE 22 - SURVIVABILITY

Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

ARTICLE 23 - NO THIRD PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 24 - E-VERIFY - EMPLOYMENT ELIGIBILITY

Each party warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

ARTICLE 25 - FORCE MAJEURE

The COUNTY and/or the AGENCY shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which COUNTY or AGENCY, as applicable, has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the COUNTY or AGENCY, as applicable. Furthermore, the COUNTY and the AGENCY specifically acknowledge that neither shall have any liability whatsoever for any damages or injuries due to a Force Majeure.

ARTICLE 26 - TERMINATION OF PRIOR AGREEMENT

The prior Agreement for the Enhancement and Maintenance of the E9-1-1 Emergency Telephone Number System, entered into between the parties in 1992, shall be automatically terminated upon the commencement of this Agreement.

-----Balance of page left intentionally blank-----

IN WITNESS WHEREOF, the COUNTY and the AGENCY have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

**PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

By: _____
County Administrator or Designee

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Department Director

AGENCY:

AGENCY Name

By: _____
AGENCY Signature

Typed Name & Title

By: _____
AGENCY Signature

AGENCY Name & Title

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
AGENCY's Attorney

(corp. seal)

PBC 911 Program Services
County 9-1-1 Systems and Equipment

Exhibit A

PSAP: Manalapan Police Department

Back Room

HP Proliant G8 DL160 SE SERVER	4
Cisco 24-port Switch	2
Analog Interface Module - AIMS card	1
4 ft IT Cabinet	1
Color Laser Printer	1

Workstations

Intrado A9C Call Handling Appliance	2
22" Touchscreen Monitor	2
22" Monitor	2
Genovation Keypad	2
Keyboard	2
Mouse	2



TOWN OF MANALAPAN

AGENDA ITEM SUMMARY

Meeting Date: May 23, 2023

Agenda Item No.: CA.4

Agenda Item Name: Interlocal Agreement regarding participation in the PBC Urban County Program for 2024-2027

ACTION REQUESTED: Discussion ☐ Approval ☒

BACKGROUND:

The county has requested our continued participation in this program. In order to receive funding from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant Program (CDBG), the HOME Investment Partnership Program (HOME) and the Emergency Shelter Grant Program (ESGP), the county must qualify as an Urban County Entitlement Jurisdiction. This qualification must be done every three years and the County is currently seeking to qualify for the FY 2024-2027 period. The qualification process requires the County to invite municipalities to participate with the County in establishing the jurisdictional boundaries.

Signing of the inter-local agreement by a municipality will allow HUD to use the municipality's socio-economic characteristics (income of residents, condition of housing, availability and condition of public facilities and infrastructure) in formulating the amount of funding that the jurisdiction will receive each year under the CDBG, HOME and ESGP funding.

By participating with the County, Manalapan will be eligible to receive economic stimulus or disaster recovery funding which is distributed to the County through the U. S. Department of Housing and Urban Development (HUD).

Finally, even if the Town does not discern an immediate benefit to its residents, signing of the inter-local agreement ensures that whatever funds accrue from its participation with the county are distributed to the County and used to benefit county residents rather than be given to the Florida Department of Community Affairs and be lost to the County.

ATTACHMENT:

- ILA Agreement

AMENDMENT 002 TO THE AGREEMENT WITH TOWN OF MANALAPAN

Amendment 002, effective as of _____, by and between **Palm Beach County** (County), and the **Town of Manalapan** (Municipality).

WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1161) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1214) (the "Amendment"); and

WHEREAS, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

WHEREAS, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

WHEREAS, both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification. The Municipality agrees to sign the assurances and certifications in the HUD 424-B.

IN WITNESS HEREOF, the Municipality and the County have caused this Amendment 002 to be executed on the date first written above:

(MUNICIPAL SEAL BELOW)

**TOWN OF MANALAPAN, a
municipality duly organized and existing by
virtue of the laws of the State of Florida**

ATTEST:

By: _____
Stewart Satter, Mayor

By: _____
Erika Petersen, Town Clerk

By: _____
Linda A. Stumpf, Town Manager

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

BOARD OF COUNTY COMMISSIONERS

ATTEST: JOSEPH ABRUZZO,
Clerk of the Circuit Court & Comptroller

By: _____
Gregg K. Weiss, Mayor

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing and Economic Sustainability

By: _____
Howard J. Falcon, III,
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: May 23, 2023

Agenda Item No.: RA 1

Agenda Item Name: **Site Plan Review SPR 23-2** Timothy Nardi, agent for RCPB, LLC (Eau Palm Beach Hotel), 100 South Ocean Boulevard

ACTION REQUESTED: Discussion ☒ Approval ☐

BACKGROUND:

Eau Palm Beach – Timothy Nardi, agent for RCPB, LLC, (Eau Palm Beach), 100 South Ocean Boulevard, is requesting a Site Plan Review to allow the installation of flood panels in accordance with Sec. 151.666 (A) of the Town Zoning Code.

ATTACHMENTS:

- Site Plan Review Application
- Renderings
- Development Drawings/Product Specifications (available upon request)
- Due Diligence Report prepared by Kimley Horn (available upon request)



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

DEVELOPMENT APPLICATION

Submittal Date: _____

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

PROPERTY OWNER(S)	AUTHORIZED AGENT(Required if owner not presenting)
Name: <u>RCPB, LLC</u>	Name: <u>TIM NARDI</u>
Address: <u>1410 ROCKY RIDGE DR. SUITE 170</u> <u>ROSEVILLE, CA. 95661</u>	Address: <u>100 SOUTH OCEAN BLVD</u> <u>MANALAPAN, FLORIDA 33462</u>
Phone: <u>916 263-0222</u>	Phone: <u>561 533-6000</u>
E-mail:	E-mail: <u>TIM.NARDI@EUPALMBEACH.COM</u>

ARCHITECT/LANDSCAPE ARCHITECT	DEVELOPER/CONTRACTOR:
Name: <u>JOSHUA HORNING, P.E.</u>	Name: <u>DOUG HALL</u>
Company Name: <u>KIMLEY-HORN AND ASSOCIATES, INC.</u>	Company Name: <u>SMC SITEWORK CONTRACTOR</u>
Address: <u>1615 S. CONGRESS AVENUE</u> <u>SUITE 201, DELRAY BEACH, FL. 33445</u>	Address: <u>3114 TUXEDO AVENUE</u> <u>WEST PALM BEACH, FLORIDA 33405</u>
Phone: <u>561 404-7240</u> Cell:	Phone: <u>561 689-8848</u> Cell: <u>561 358-6559</u>
E-mail: <u>JOSH.HORNING@KIMLEY-HORN.COM</u>	E-mail: <u>DOUGLAS@SMCCONTRACTING.COM</u>

APPLICANT'S CERTIFICATION

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

Updated 02/10/2023

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 M. NARD

STATE OF FLORIDA, COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of MARCH 2023
by TIMOTHY NARD as VICE PRESIDENT for RCPB, LLC

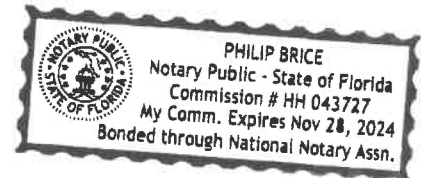
Personally known ✓ or Produced Identification ✓

Type of Identification ✓

Notary Signature
PHILIP BRICE

Print Notary Name

SEAL



CHECK BELOW WHERE APPLICABLE

(Payable by check only)

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

(See page 7 for definitions of Levels)

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

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

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

Updated 02/10/2023

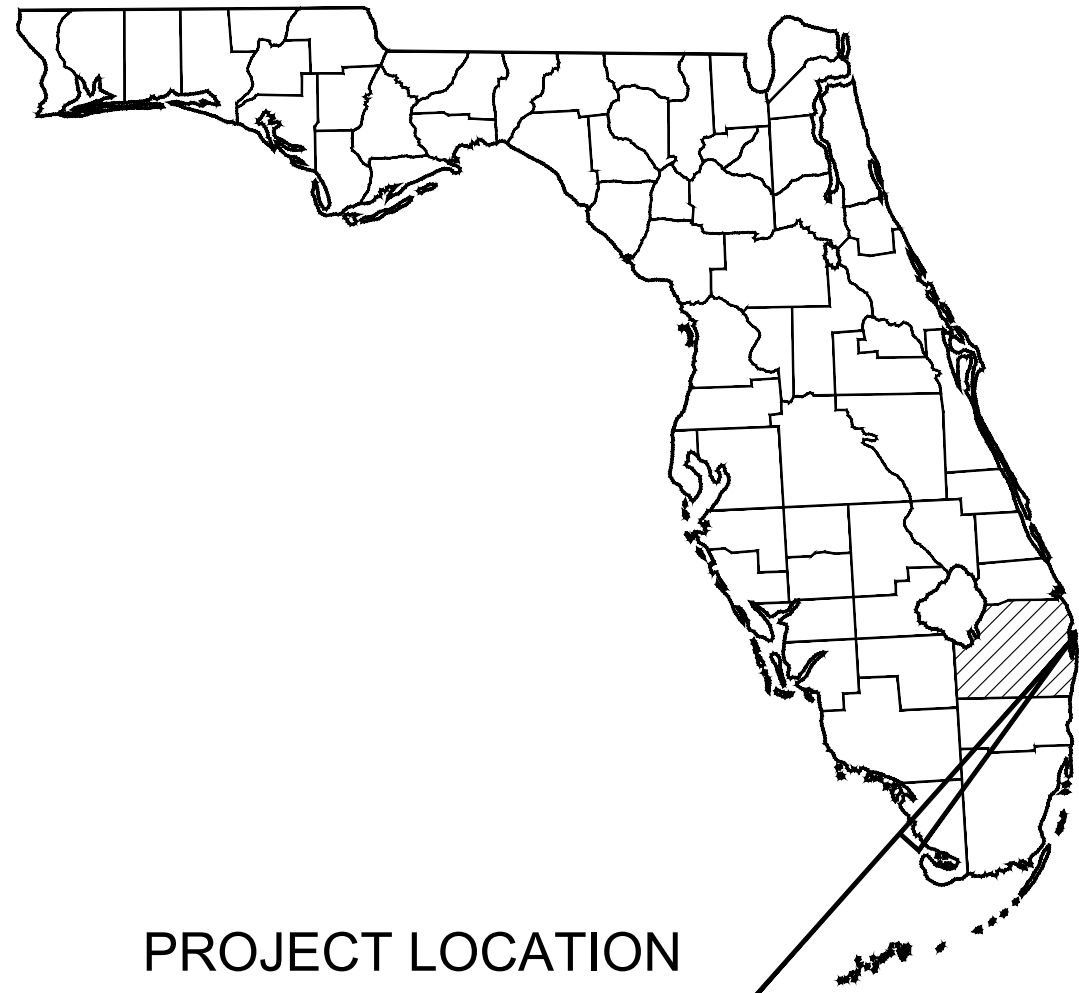


Down position



Up position

SITE DEVELOPMENT PLANS
FOR
EAU PALM BEACH
PREPARED FOR
EAU PALM BEACH HOLDINGS, LLC
MARCH 2023



PROJECT LOCATION
PALM BEACH COUNTY

PROJECT TEAM

DEVELOPER

COCCHIOLA, LLC
1190 NW 159 DRIVE
MIAMI, FL 33169

CIVIL ENGINEER

KIMLEY-HORN & ASSOCIATES, INC.
1615 SOUTH CONGRESS AVENUE, SUITE 201
DELRAY BEACH, FL 33445
PHONE: (561) 404-7236
CONTACT: JOSHUA D. HORNING, P.E.

SURVEYOR

CAULFIELD & WHEELER, INC.
7900 GLADES ROAD, SUITE 100
BOCA RATON, FL 33434
PHONE: (561) 392-1991
CONTACT: DAVID P. LINDLEY, P.L.S.

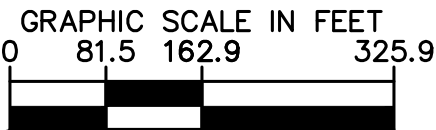
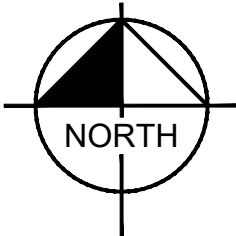


VICINITY MAP

SECTION: 16 TOWNSHIP: 51S RANGE: 42E

PROJECT LOCATION

100 S OCEAN BLVD,
MANALAPAN, FL 33462



Sheet List Table	
Sheet Number	Sheet Title
C0.00	COVER SHEET
C0.01	GENERAL NOTES
C1.00	EROSION & SEDIMENTATION CONTROL PLANS
C1.10	EROSION & SEDIMENTATION CONTROL DETAILS
C2.00	HORIZONTAL CONTROL PLANS
C3.00	ENGINEERING PLAN
C3.10	ENGINEERING DETAILS
C3.11	ENGINEERING DETAILS
C3.12	ENGINEERING DETAILS

EAU PALM BEACH
RESORT & SPA
PREPARED FOR
EAU PALM BEACH HOLDINGS, LLC
TOWN OF MANALAPAN
FL

SHEET NUMBER
C0.00

COVER SHEET

LICENSED PROFESSIONAL

JOSHUA D. HORNING
FL LICENSE NUMBER
67505

DATE:

KHA PROJECT
245390000

DATE
MARCH 2023

SCALE AS SHOWN

DESIGNED BY

DRAWN BY

CHECKED BY

Kimley»Horn

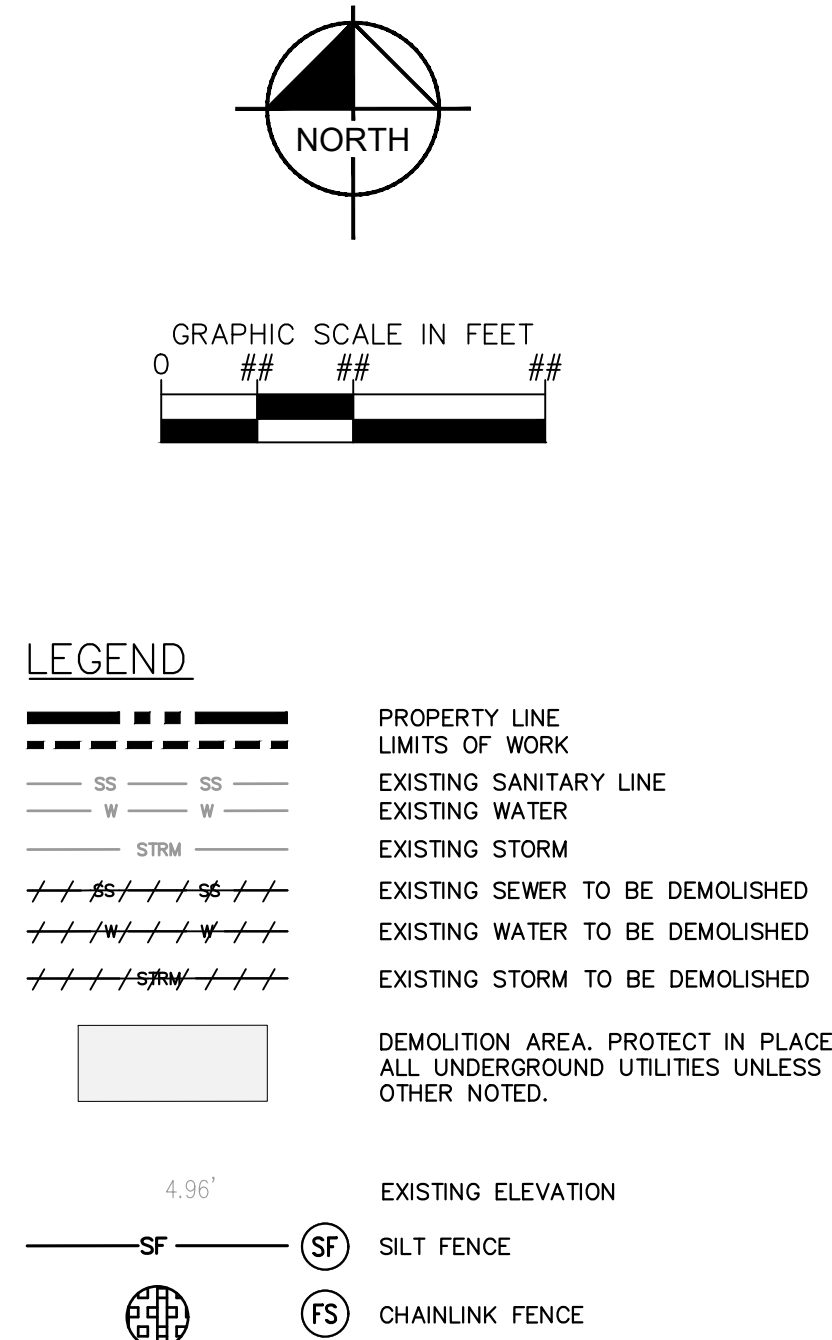
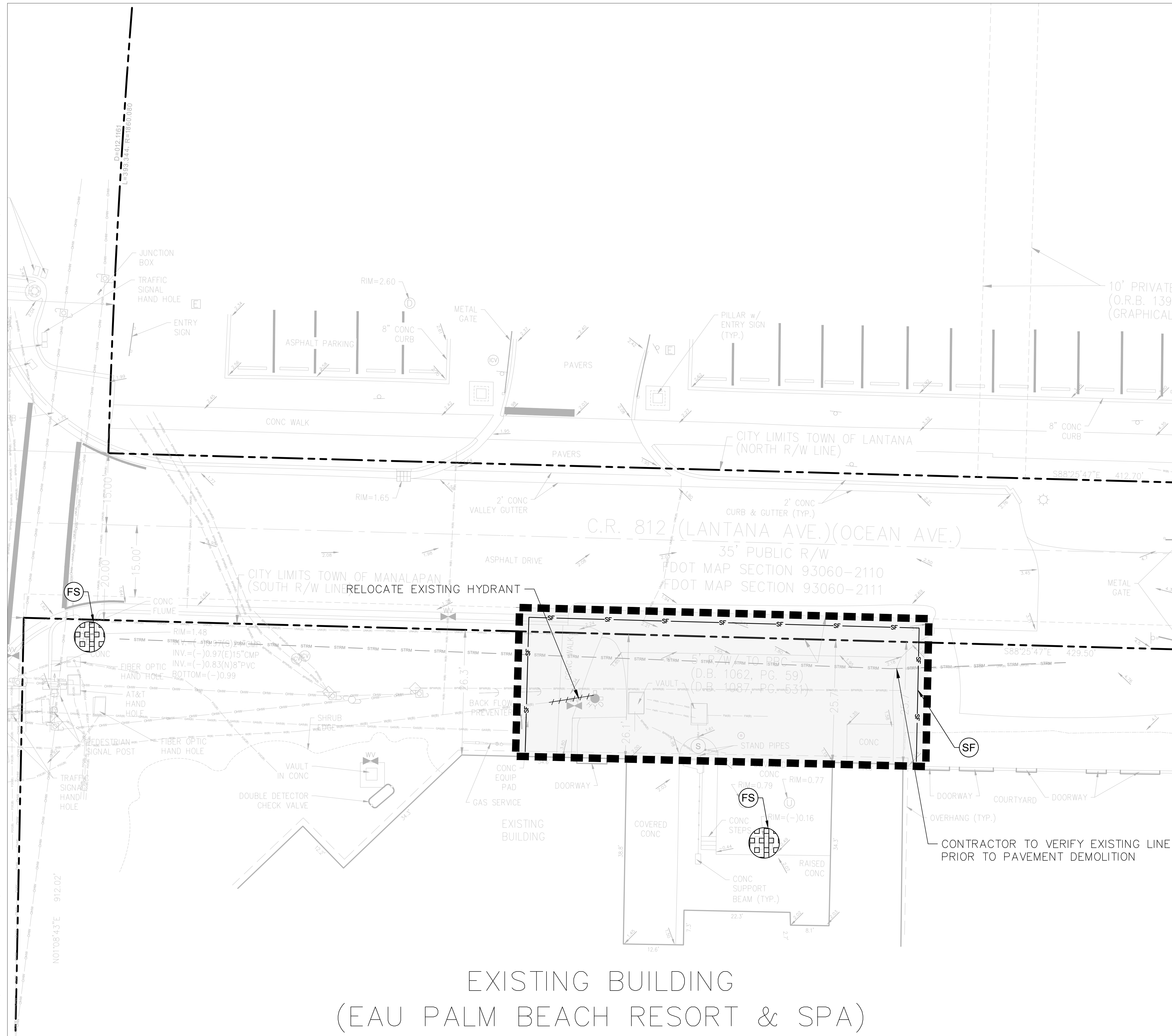
© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
1615 S. CONGRESS AVE., SUITE 201,
DELRAY BEACH, FL 33445
PHONE: 561-330-2345 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 696

No.

REVISIONS

DATE

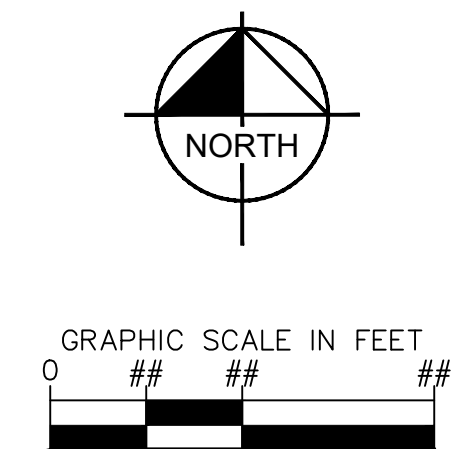
BY



EROSION CONTROL NOTES

1. SEDIMENT BASINS AND TRAPS, PERMITTER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UP-SLOPE LAND DISTURBANCE TAKES PLACE.
2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERMITTER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOATING ON TO ADJACENT PROPERTIES.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN (7) DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN (7) DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE YEAR.
4. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCK PILES SHALL BE STABILIZED, COVERED OR CONTAINED WITH SEDIMENT TRAPPING MEASURES. THE APPLICANT IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.
5. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED.
6. AFTER ANY SIGNIFICANT RAINFALL, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.
7. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME, SLOPE DRAIN STRUCTURE OR APPROVED CONTROL.
8. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM WATER SYSTEM, DITCH OR CHANNEL. ALL STORM WATER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
9. WHEN WORK IN A LIVE WATERCOURSE IS PERFORMED, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENROACHMENT, CONTROL SEDIMENT TRANSPORT AND STABILIZE THE WORK AREA TO THE GREATEST EXTENT POSSIBLE DURING CONSTRUCTION.
10. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT CONTROLS. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
11. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE WITH CURBS AND GUTTERS, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER. THIS PROVISION SHALL APPLY TO INDIVIDUAL SUBDIVISION LOTS AS WELL AS TO LARGER LAND DISTURBING ACTIVITIES.
12. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
13. PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION AT ALL TIMES DURING CONSTRUCTION.
14. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW THE REQUIREMENTS IN INDEX NUMBERS 101, 102 AND 103 OF F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS AND COUNTY PERMITS.
15. CONTRACTOR IS RESPONSIBLE FOR ALL SURFACE WATER DISCHARGES, RAINFALL RUN OFF OR DEWATERING ACTIVITIES.
16. CONTRACTOR MUST INCORPORATE ALL BMP'S NECESSARY TO MEET OR EXCEED STATE WATER QUALITY AND SWPPP REQUIREMENTS.
17. THE POLLUTION PREVENTION PLAN IS A MINIMUM GUIDELINE ONLY. ADDITIONAL BMP'S MAY BE NECESSARY AT CONTRACTOR'S EXPENSE.
18. NOI TO BE POSTED ON SITE.
19. THE SWPPP PLAN SHALL GENERALLY EMPLOY THE BEST MANAGEMENT PRACTICES AND FOLLOW THE DETAILS AND SPECIFICATIONS IN THE FLORIDA STORMWATER EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL (LATEST EDITIONS).
20. THE CONTRACTOR SHALL PROVIDE A START DATE ALONG WITH A COPY OF A DETAILED SWPPP TO ELSA TELLEZ.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING WEEKLY REPORTS TO THE ASSIGNED CITY ENGINEERING INSPECTOR AND UPDATING THE SWPPP TO CORRECT DEFICIENCIES.

SHEET NUMBER C1.00	EAU PALM BEACH RESORT & SPA PREPARED FOR EAU PALM BEACH HOLDINGS, LLC TOWN OF MANALAPAN FL	EROSION & SEDIMENTATION CONTROL PLANS	KHA PROJECT 245390000 DATE MARCH 2023 SCALE AS SHOWN DESIGNED BY DRAWN BY CHECKED BY	LICENSED PROFESSIONAL JOSHUA D. HORNING FL LICENSE NUMBER 67505 DATE:	Kimley»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 1615 S. CONGRESS AVE., SUITE 201, DELRAY BEACH, FL 33445 PHONE: 561-330-2345 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM REGISTRY NO. 696	No.	Revisions	Date	By
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HORIZONTAL CONTROL NOTES

1. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB FOR TYPE "D" CURB OR EDGE OF PAVEMENT FOR NO CURB, UNLESS OTHERWISE NOTED.
2. ALL CURB RAMPS AND SIDEWALKS ENTERING PARKING OR TRAVEL WAYS SHALL HAVE DETECTABLE WARNING SURFACES 2' DEEP AND THE WIDTH OF THE SIDEWALK. REFER TO FDOT 2022 DESIGN STANDARDS INDEX 522.
3. ALL RADII ARE 3' UNLESS OTHERWISE NOTED.

HORIZONTAL CONTROL PLANS

KHA PROJECT 245390000	LICENSED PROFESSIONAL
DATE MARCH 2023	JOSHUA D. HORNING
SCALE AS SHOWN	FL LICENSE NUMBER 67505
DESIGNED BY	
DRAWN BY	
CHECKED BY	DATE:

Kimley»»Horn

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
1615 S. CONGRESS AVE, SUITE 201,
DELRAY BEACH, FL 33445
PHONE: 561-330-2345 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM
REGISTERED PROFESSIONAL ENGINEER

[illegible]



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: May 23, 2023

Agenda Item No.: RA 2

Agenda Item Name: Pickleball

ACTION REQUESTED: Discussion ☒ Action ☐

BACKGROUND:

Several residents residing in La Coquille Villas have raised concerns about their neighboring property, the Eau Palm Beach, allowing pickleball to be played at the adjacent tennis courts and the noise this could produce. Town Staff has reached out to other municipalities to see what implications pickleball has had and what sound mitigating strategies are available.

Of the six municipalities that responded to our survey, only one had sound mitigating measures in place and another three commented on how popular the courts were.

The Eau will have representation at the meeting to discuss this and share their findings. There has not been a Site Plan Review submission by the Eau for a pickleball court.

ATTACHMENTS:

- Town of Gulfstream's Declaration of Use Agreement with the Little Club regarding pickleball courts and sound mitigating measures

Prepared by and Return to:
Town of Gulf Stream
c/o Edward C. Nazzaro, Esq.
100 Sea Road
Gulf Stream, FL 333483
(561) 276-5116



Declaration of Use Agreement
By
The Town of Gulf Stream
and
The Little Club, Inc.

August 2021

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DECLARATION OF USE AGREEMENT

THIS DECLARATION OF USE AGREEMENT is made and entered into this _____ day of _____ 2021 by and between the TOWN OF GULF STREAM, a Florida municipal corporation, 100 Sea Road, Gulf Stream, Florida 33483 (hereafter, "Town") and THE LITTLE CLUB, INC., 100 Little Club Road, Gulf Stream, FL 33483 (hereafter, "Club") (collectively, the "Parties"), which terms "Town" and "Club" will include and bind the successors and assigns of the Parties, wherever the context so requires or admits.

WITNESSETH:

WHEREAS, the Club operates a private golf course and clubhouse located within the municipal limits of the Town, which is a permitted use in the Outdoor Recreational District in which it is zoned; and

WHEREAS, the Architectural Review and Planning Board was presented with Application # 21-17 (hereafter, "Application"), which sought a permit for the construction of two (2) Pickleball courts with a spectator area, a total of 4,800 square feet, in an open area adjacent to the golf course maintenance facility; and

WHEREAS, on July 25, 2019 and September 26, 2019 ("2019 ARPB Meetings"), the Architectural Review and Planning Board considered the similar Application # 019-05, in an open area adjacent to a multifamily dwelling, and how the Club would mitigate noise generated by the two (2) Pickleball courts to lessen its impact to the adjoining properties; and

WHEREAS, during the July 22, 2021 meeting, Application # 21-17 was unanimously recommended for approval by the Architectural Review and Planning Board, subject to the Parties entering into a Declaration of Use agreement containing certain terms similar to those required as part of the 2019 ARPB Meetings; and

WHEREAS, certain conditions were believed to be sufficient to protect neighboring properties by the Architectural Review and Planning Board in 2019, and therefore the Club and Town agree that some of those conditions should be adhered to for this similar application; and

WHEREAS, should the Club fail to comply with the conditions of approval set forth in Article III and Article V below, the approval of the Application may be revoked and play on the Pickleball Court must cease; and

WHEREAS, all the representations made herein are true and accurate, and the approval of the Application is conditioned upon the representations made herein and all of the conditions herein imposed.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed as follows:

ARTICLE I

RECITALS

The recitals set forth above are true and correct and are incorporated herein and made a part hereof.

ARTICLE II

THE LITTLE CLUB'S USE

The use that is the subject of this Declaration of Use shall be as set forth in the Application submitted to the Town for Application # 21-17 and approved by the Town Commission on August 13, 2021, as the same may be amended from time to time (herein "Approval").

ARTICLE III

CONDITIONS

The Approval to allow pickleball to be played on the two (2) pickleball courts that are the subject of Application # 21-17 is conditioned upon the following:

1. All players shall use foam balls with comparable sound dampening characteristics to the foam quiet ball by Gamma as proposed in Application # 019-05 in all pickleball games.
2. All players shall use quiet paddles with comparable sound dampening characteristics to the Sniper "quiet" pickleball paddle by Patriot Pickleball as proposed in Application # 019-05 in all pickleball games.

ARTICLE IV

VOLUNTARY AGREEMENT

The Club agrees to be bound by the terms and conditions in this Agreement, and the Club waives any legal objection it might otherwise have to said terms and conditions or parts thereof.

ARTICLE V

REMEDIES FOR VIOLATION

1. Upon determination of the ARPB of a violation of any of the conditions contained in Article III of this Agreement that is based on competent substantial evidence, the Club shall pay to the Town a liquidated amount per violation occurring in a year. For the purposes of determining the number of cumulative violations in a year, a year is defined as starting on December 1 and ending on November 30. The amounts per violation are as follows:

First Violation: \$500
Second Violation: \$1,000
Third Violation: \$1,500
Fourth Violation: \$2,000
Fifth and Subsequent Violations: \$2,500

On the occurrence and finding by the ARPB of a sixth violation within one year (defined as starting December 1 and ending on November 30), that is based on competent substantial evidence, the ARPB at a future meeting may rescind the approval of the use.

In the event the Club disputes the determination of the ARPB that a violation of this Agreement has occurred, the Club may appeal its decision to the Board of Adjustment of the Town of Gulf Stream. Appeals of any decision of the Board of Adjustment shall be to the Circuit Court in and for Palm Beach County, Florida.

2. In addition to the remedies contained in paragraph 1 above, the Town shall have all remedies available at law and in equity in order to enforce the terms of this Agreement, including but not limited to (a) the Town's Code Enforcement procedures; (b) all remedies otherwise provided in the Town's Code of Ordinances; and (c) injunction, specific performance, and any and all other equitable relief through the civil courts in and for Palm Beach County for the State of Florida. In the event the Town is required to seek injunctive relief, it shall not be required to post bond and it shall not be required to demonstrate irreparable harm or injury to secure an injunction to enforce the terms of this Agreement. Additionally, in the event of any breach, default or non performance of this Agreement, or any of its covenants, agreements, terms or conditions, the prevailing party shall be entitled to recover its costs, expenses and reasonable attorney's fees insofar as whomever prevails, either before or as a result of litigation, including appeals.

ARTICLE VI

UNDUE INTERFERENCE WITH THE ENJOYMENT OF NEARBY PROPERTIES

The use of the two (2) Pickleball courts shall not interfere unduly with the enjoyment of the property rights by owners of nearby properties. For the purposes of this agreement only, whether an undue interference with said enjoyment exists will be determined by noise complaints from nearby households as follows: in the event the Club's use of the two (2) Pickleball courts results in three or more noise complaints to the Town from separate households within a 30-day period, a noise control plan shall be developed by a professional engineer registered in the State of Florida, and the Club shall implement the recommendations of the noise control plan. The noise control plan will be developed by an engineer hired by the Town, and paid for by the Club. Upon receipt of the engineer's recommendations from the Town, the Club shall have 30 days to implement the recommendations. If that time period is not met, the Club shall cease all play on the two (2) Pickleball courts until the recommendations of the noise control plan have been implemented to the satisfaction of the Town.

ARTICLE VII

PROVISIONS TO RUN WITH THE LAND/RECORDING

This Agreement shall run with the land. The approval of the Application referenced herein and this Agreement shall terminate upon the termination of the Club's operation and ownership of the two (2) pickleball courts, or rescission of the approval by the ARPB. This Agreement shall be recorded by the Club in the Official Records of Palm Beach County, Florida upon full execution by the Parties.

ARTICLE VIII
ENTIRE AGREEMENT

This eight (8) page agreement represents the entire agreement between the Parties as to its subject matter and it may not be amended except by written agreement executed by both parties.

ARTICLE IX
EFFECTIVE DATE

The Effective Date of this Agreement shall be the day upon which this Agreement is executed by the last party to sign the Agreement.

ARTICLE X
MISCELLANEOUS

Whenever the word "laws" Appears in this Agreement, it shall be deemed to include all ordinances, rules and regulations as well as laws of the appropriate governmental authorities.

Paragraph headings are inserted for convenience only and shall not be read to enlarge, construe, restrict or modify the provisions hereof. All references to numbered or lettered paragraphs, subparagraphs and exhibits refer (unless the context indicates otherwise) to paragraphs and subparagraphs of this Agreement and to exhibits attached hereto, which exhibits are by this reference made a part hereof.

In the event of the invalidity of any provision of this Agreement, same shall be deemed stricken herefrom and this Agreement shall continue in full force and effect as if such invalid provision were never a part hereof.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement is accepted by the Parties on the date last written below.

TOWN OF GULF STREAM

Witness:

Print Name: _____

Print Name: _____

By: _____

Scott Morgan, Mayor

Date: _____

Attest: _____

Rita Taylor, Town Clerk

Print Name: _____

Print Name: _____

By: _____

Gregory L. Dunham, Town Manager

Date: _____

Witness:

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

THE LITTLE CLUB, INC.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____ 2019, by Scott Morgan, Mayor of the Town of Gulf Stream, a Florida municipal corporation, on behalf of the corporation. He is personally known to me and he did not take an oath.

Signature of Notary Public

Printed Name of Notary Public

Commission Expires: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____ 2019, by Gregory L. Dunham, the Town Manager of the Town of Gulf Stream, a Florida municipal corporation, on behalf of the corporation. He is personally known to me and he did not take an oath.

Signature of Notary Public

Printed Name of Notary Public

Commission Expires: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____ 2019, by _____, on behalf of The Little Club, Inc. He/She is personally known to me / produced the following Identification _____ and he/she did not take an oath.

Signature of Notary Public

Printed Name of Notary Public

Commission Expires: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE TOWN OF
GULF STREAM

By: _____

Edward C. Nazzaro, Esquire





TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: May 23, 2023

Agenda Item No.: RA 3

Agenda Item Name: Discussion regarding Sand Transfer Plant at the Boynton Inlet

ACTION REQUESTED: Discussion ☒ Action ☐

BACKGROUND:

Several residents and members of the public have recently expressed concerns over the Sand Transfer Plant and the status of Manalapan beaches. The Mayor would like to have a discussion about the history of the Sand Transfer Plant as well as discuss various engineering reports.

ATTACHMENT:

- Analysis of Beach & Dune Change
- Critically Eroded Beaches in Florida Report by FDEP June 2022

Date	Seawardmost Limit of Frontal Dune		Remarks
1991	152.36 ft	Min	
1995	180.53 ft		
1999	209.84 ft	Max	
2002	190.89 ft	Stable	
2004	189.51 ft	Stable	
2005	166.40 ft	Min	Hurricane Frances (2004) Hurricane Jeanne (2004) Hurricane Wilma (2005)
2006	180.57 ft		
2007	174.97 ft		
2008	186.44 ft		
2009	192.25 ft		
2011	195.32 ft	Max	
2013	170.91 ft	Min	Hurricane Sandy (2012)
2015	199.01 ft		
2017	203.59 ft		Hurricane Irene (2017)
2019	212.01 ft		Hurricane Dorian (2019)
2020*	214.68 ft	Max	

* From Survey prepared by Meridian Land Surveying, February 2020

Table 2: Seaward Limits of Frontal Dune 1991 to 2020 Referenced to 1997 CCCL

Critically Eroded Beaches in Florida

Office of Resilience and Coastal Protection

Florida Department of Environmental Protection

June 2022



Palm Beach County

There are eight critically eroded areas (33.6 miles), two non-critically eroded areas (0.9 mile), and one critically eroded inlet shoreline area (0.8 mile) in Palm Beach County (*Figure 11*).

At the north end of Palm Beach County, a 1.5-mile segment of Tequesta and Jupiter Inlet Colony (R1 – R10) is critically eroded, threatening private development in those communities as well as recreational interests at Coral Cove Park. A dune restoration project exists at Coral Cove Park and seawalls have been constructed along private development in Tequesta.

The north and south shorelines inside Jupiter Inlet have experienced critical erosion threatening development to the north and recreational interests to the south.

The 5.0 miles south of Jupiter Inlet is a critically eroded area (R12 – R38) that threatens Jupiter Beach County Park, Carlin Park, State Road AIA and development in the communities of Jupiter and Juno Beach. Inlet sand transfer has been conducted immediately south of Jupiter Inlet and beach restoration has been conducted at Carlin Park and Juno Beach.

At the south end of Juno Beach (R38 – R40) the erosion area continues south for 0.4 mile with no current threat. Another non-critically eroded segment (R58 – R60.5) extends 0.5 mile along John D. MacArthur Beach State Park.

Along northern Riviera Beach on Singer Island (R60.5 – R69) south of John D. MacArthur Beach State Park is 1.7 miles of critical erosion threatening private development and recreational interests at a county park.

Extending south of Lake Worth Inlet along the Town of Palm Beach (R76 – R128) are 10.9 miles of critical erosion threatening private development, local parks and State Road AIA. Most of this segment of coast has seawalls, bulkheads and revetments. There are also numerous groins, a 2.5-mile beach restoration project referred to as the Mid-Town project, and an inlet sand transfer project south of Lake Worth Inlet.

A 0.9-mile southern segment of the Town of Palm Beach (R128.8 – R133.5) south of Lake Worth has been designated critically eroded for continuity of management of the coastal system. The town of South Palm Beach and Lantana Municipal Beach (R133.5 – R138.4) comprises 1.0 mile of critical erosion threatening private development and recreational interests at the public park. The South Palm Beach portion of this critically eroded area has nearly continuous seawalls. Due to the severe impact of

Hurricane Sandy in 2012, much of the Town of Manalapan (R138.4 – R145.8) was added as critically eroded. At least 20 seawalls were destroyed by the storm along this 1.4-mile stretch.

Extending south of South Lake Worth Inlet for 3.3 miles is a critically eroded area (R152 – R168) that threatens development along the communities of Ocean Ridge, Briny Breezes, Boynton Beach and Gulf Stream. Inlet sand transfer is being conducted immediately south of South Lake Worth Inlet and beach restoration has been conducted at Ocean Ridge.

Along the city of Delray Beach (R176 – R190) is a 2.9-mile critically eroded area that threatened development and recreational interests as well as State Road A1A. This area is a beach restoration project.

The city of Boca Raton at the south end of Palm Beach County has critical erosion (R204 – R227.9) extending 5.0 miles to the Broward County line, which threatens recreation interests at Spanish River Park, Red Reef Park, and South Inlet Park, as well as State Road A1A and private development. Beach restoration has been constructed throughout Boca Raton, and inlet sand transfer and seawalls exist south of Boca Raton Inlet.

County reviewed annually and the last revisions were in June 2014.

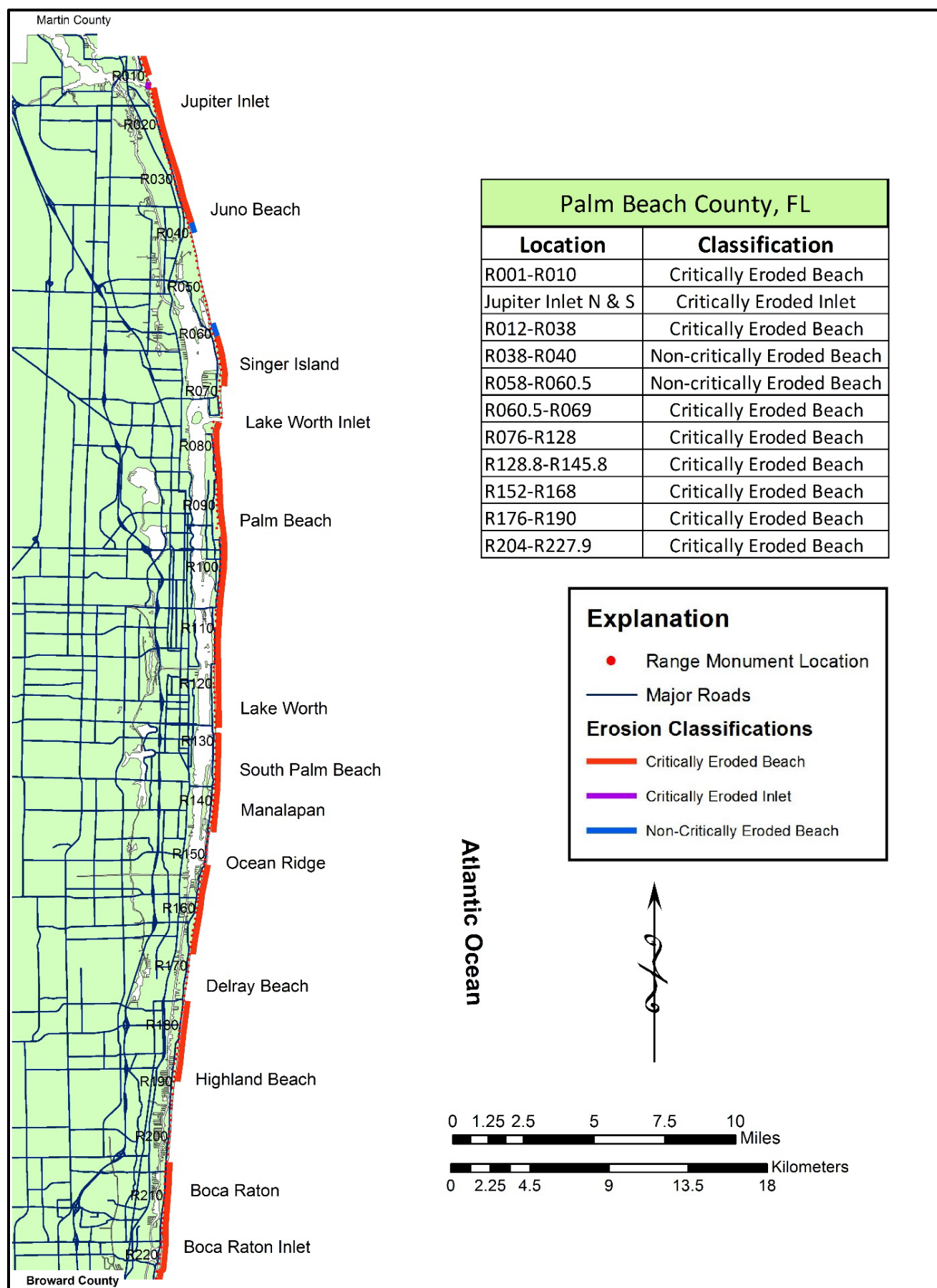


Figure 11. Critically eroded shoreline within Palm Beach County.



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: May 23, 2023

Agenda Item No.: RA 4

Agenda Item Name: Mock Roos CSA for South Florida Water Management
District Water Use Permit Renewal

ACTION REQUESTED: Discussion ☐ Action ☐

BACKGROUND:

The Town currently has a South Florida Water Management District Water Use Permit (No. 50-00506-W) that will expire on August 14, 2023. This project applies for a renewal of that permit. The objective is for the Town to obtain a 20-year water use permit.

ATTACHMENT:

- CSA Proposal Agreement



**Proposal to Provide Professional Engineering Services for
Manalapan Consultant Service Agreement No. 105 for the
SFWMD Water Use Permit Renewal**

The Town of Manalapan ("Town") entered into an engineering services agreement entitled Agreement for Professional Engineering Services with Boyle Engineering Corporation ("Boyle") on the 11th day of August 2003 ("Agreement"). The Agreement was assigned to Mock, Roos & Associates, Inc. ("Mock•Roos") on November 3, 2005, with the Town giving its consent to such assignment on November 29, 2005. This Consultant Services Authorization ("CSA") shall be performed under the terms and conditions described in that Agreement.

A. Project Description:

The Town currently has a South Florida Water Management District Water Use Permit (No. 50-00506-W) that will expire on August 14, 2023. This project applies for a renewal of that permit. The objective is for the Town to obtain a 20-year water use permit. Mock•Roos will provide services as outlined in B. Scope of Services below.

B. Scope of Services:

Task 1 – Review Historical Data

Meet with the Town staff to review historical data that will be required from the Water Plant records and billing records in order to complete the appropriate SFWMD forms.

Task 2 – Review/Confirm Projections

Review existing water use records and confirm previous projections used in the 2021 Permit Modification to justify future water use allocations for the 20-year planning period.

Task 3– Prepare Evaluation

Review the SFWMD rules per capita of water allocation and prepare an evaluation based on irrigated acreage per capita.

Task 4– Develop Justification with GIS Irrigation area

Develop a justification for Manalapan's higher than average water use per capita.

Task 5– Prepare Draft Application

Prepare a draft of the application with supporting information including all applicable exhibits and tables.

Task 6– Attend Review Meeting (SFWMD)

Schedule a meeting with SFWMD if necessary to review the permit package to discuss any issues related to the permit.

Task 7– Attend Review Meeting (Town)

Review the final application documents with the Town staff and after adjustments, submit the final package to the SFWMD on behalf of the Town.

Task 8– Provide Responses to SFWMD

Provide up to three (3) responses to issues raised by SFWMD staff on the application submittal.

C. Project Deliverables:

<u>Task and Deliverable</u>	<u>Calendar Days from NTP</u>
Task 1 – Review Historical Data	15 Days
Task 2 – Review/Confirm Projections	30 Days
Task 3 – Prepare Evaluation	45 Days
Task 4 – Develop Justification with GIS Irrigation area	60 Days
Task 5 – Prepare Draft Application	75 Days
Task 6 – Attend Review Meeting (SFWMD)	85 Days
Task 7 – Attend Review Meeting (Town)	90 Days
Task 8 – Provide Responses to SFWMD	100 Days

D. Fee and Rates:

The total fee to provide the Scope of Services outlined above is \$31,870. Mock•Roos will complete the Scope of Services on an hourly basis at Mock•Roos' hourly rates, plus reimbursable expenses. See Attachment A for estimate of hours.

E. Acceptance and Authorization to Proceed:

This proposal is valid for 30 days of the date below. If the services are not authorized within this time frame, the fee is subject to revision.

MOCK•ROOS

Signed: _____

Name: Thomas A. Biggs, P.E.

Title: Executive Vice President

Date: April 7, 2023

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

CLIENT

Signed: _____

Name: _____

Title: _____

Date: _____

Attachment A
Town of Manalapan
CSA 105 SFWMD Water Use Permit Renewal

		Labor Classification						
Task Description		Corporate Officer	Senior Project Manager	Senior Engineer	Project Engineer	Engineer Intern	Administrative Assistant	Subtotal
Labor Hourly Billing Rate		\$200.00	\$190.00	\$185.00	\$145.00	\$115.00	\$65.00	
Task	Total Hours	22	36	0	140	0	2	
1	Review Historical Data	2	6		16		2	\$ 3,990
2	Review/Confirm Projections	4	2		24			\$ 4,660
3	Prepare Evaluation	2	4		16			\$ 3,480
4	Develop Justification with GIS Irrigation area	4	4		40			\$ 7,360
5	Prepare Draft Application	4	8		24			\$ 5,800
6	Attend Review Meeting (SFWMD)	2	2		2			\$ 1,070
7	Attend Review Meeting (Town)	2	2		2			\$ 1,070
8	Provide Responses to SFWMD	2	8		16			\$ 4,240
Subtotal		\$ 4,400	\$ 6,840	\$ -	\$ 20,300	\$ -	\$ 130	\$ 31,670
		Total Mock•Roos Direct Labor						
		Reimbursable						
		Subconsultants						
		Project Total						
		\$ 31,870						



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: May 23, 2023

Agenda Item No.: RA 5

Agenda Item Name: Town Manager Stumpf's Report

ACTION REQUESTED: Discussion ☐ Action ☐

BACKGROUND:

- Code enforcement log
- PBA contract update
- Capital projects update
- Iguana control
- Discussion regarding the Manager's retirement