



TOWN COMMISSION MEETING

TUESDAY July 25th, 2023

10:00 A.M.



**PUBLIC NOTICE/AGENDA
TOWN COMMISSION MEETING
Tuesday July 25th, 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 May 23, 2023, Town Commission Meeting
2. Police Department Report and Fire/Rescue Response Time Report for May & June
3. **RES 4-23** Amending Fee Schedule
4. Awarding of Bid for Cul de Sac on Lands End Road
5. PBA Contract
6. CRS Annual Audit Report

REGULAR AGENDA: *Quasi-Judicial Hearing

1. **Permit Extension** - 1460 South Ocean Blvd. – The homeowner, 1460 S Ocean Blvd, LLC, is asking to extend Permit #8136 to April 26, 2024.
2. ***SE 23-1 – 3050 S. Ocean Blvd.** – 3050 S. Ocean Blvd., LLC, 3050 South Ocean Boulevard, seeks the Town Commission's approval for a special exception use to construct a pedestrian passageway under South Ocean Boulevard (Florida Highway A1A) pursuant to Sections 151.053(E) and 151.581, Town Code.
3. ***SE 23-2 – 3050 S. Ocean Blvd.** – 3050 S. Ocean Blvd., LLC, 3050 South Ocean Boulevard, seeks the Town Commission's approval for a special exception use to construct a beach house on the east side of South Ocean Boulevard (Florida Highway A1A) pursuant to Sections 151.053(B), Town Code.
4. Town Manager Stumpf's Report
5. Set Tentative Millage Rate and set time, date, and place for 1st Budget Hearing

PUBLIC COMMENTS

OTHER BUSINESS

PUBLIC HEARING:

Ordinance #389 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE MANALAPAN CODE OF ORDINANCES AT CHAPTER 152. BUILDING REGULATIONS. SECTION 152.110. CONSTRUCTION SITE MAINTENANCE AND APPEARANCE. BY ADDING AN ENTIRELY NEW SUBSECTION (O) TO ADOPT REGULATIONS AND PROCEDURES FOR CONTAINING AND MANAGING CONSTRUCTION SITE RUNOFF; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 152. BUILDING REGULATIONS SHALL REMAIN IN FULL FORCE AS PREVIOUSLY ADOPTED. **(First Reading)**

Ordinance #390 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING TITLE XI: BUSINESS REGULATIONS. AT CHAPTER 110: BUSINESS TAX AND REGISTRATION. BY AMENDING SECTION 110.12 TO PROVIDE FOR A FIVE (5) PERCENT INCREASE TO THE BUSINESS TAX RATES FOR ALL THE TOWN'S EXISTING BUSINESS TAX CLASSIFICATIONS IN ACCORDANCE WITH STATE LAW; AS DEFINED BY TOWN CODE; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 110. BUSINESS TAX AND REGISTRATION. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ENACTED. **(First Reading)**

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: July 25, 2023

Agenda Item No.: CA.1

Agenda Item Name: May 23rd, 2023 Town Commission Meeting Minutes

ACTION REQUESTED: Discussion ☐ Approval ☒

ATTACHMENT:

- May 23rd, 2023 Town Commission Meeting Minutes



Town Commission Meeting
Tuesday May 23, 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	Zoom	Trey Nazzaro, Ass't. Town Attorney	X
Aileen Carlucci, Commissioner	Zoom	Brent Watson, Water Plant Superintendent	✓
Kristin Rosen, Commissioner	✓		

PUBLIC: Beverly & Bob Murphy (123 Evans Lane), Rachel Fonseca (Kimley-Horn), Danny Gallegos (Plan it Green), Tim Nardi (Eau Palm Beach) Jairo Cunningham (Eau Palm Beach), Tito Rodriguez Torres (Eau Palm Beach), Jeff McClure (Fast-Dry Courts), James Gavigan (Schutts & Bowen), Steve Smatz (J Emery), Scarlet Amo, and Mary Thurwachter (Coastal Star)

CALL TO ORDER & PLEDGE OF ALLEGIANCE

Town Commission meeting called to order at 10:06 a.m.

Town Manager Stumpf announced an addition to the agenda. After the consent agenda the Town Attorney to go over some recent legislative changes at the State level that will have an impact on municipalities.

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**

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

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

REGULAR AGENDA:

RA. 1 SPR 23-2 – Eau Palm Beach – Timothy Nardi, agent for RCPB, LLC, (Eau Palm Beach), 100 South Ocean Boulevard, requested a Site Plan Review to allow the installation of flood panels 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 Granara seconded the motion which prevailed by the following vote:

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

RA. 2 Discussion on Pickleball

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 produces. Town Staff reached out to other municipalities to see what implications pickleball has had and what sound mitigating strategies were implemented. Of the six municipalities that responded, only one had sound mitigating measures in place and another three commented on how popular the courts were.

Timothy Nardi from the Eau Palm Beach addressed the commission and explained they have had some hotel guests request pickleball and even hosted a small tournament earlier this year on their existing tennis courts. He explained the hotel does not currently have plans for converting tennis courts into pickleball courts, however he is not ruling it out in the future due to the sport's popularity. The Eau brought tennis court designer and expert, Jeff McClure from Fast-Dry Courts to discuss sound mitigation techniques such as landscape buffering, a soundproofing barrier/screen and a quilted mat. He also explained there is new technology being developed for paddles and balls to be quieter.

Beverly and Bob Murphy who live on Evans Lane adjacent to the existing tennis courts spoke to the Commission about the disruptive sound they heard when pickleball was played at the hotel's courts. The Murphys explained that they called the police to have the sound measured but some of the crowd had vacated by the time the police were onsite and able to measure.

The Commissioners had a discussion regarding who has access to the courts. Commissioner Granara asked the Town Attorney whether pickleball courts were allowed by Town code, Town Attorney Davis responded that the code is mute to the term 'pickleball.' However, the Town code does contain noise standards dealing with decibel readings and nuisances.

Vice Mayor Deese asked Tim Nardi when the Eau was considering putting in the pickleball courts and when the sound dampening measures would be introduced. Tim Nardi responded they don't have any plans currently as they just spent \$30,000 to update the existing tennis courts.

RA. 3 Sand Transfer Plant History

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

Scarlet Amo, a member of the public, spoke and passed out literature. She spoke to the Commission about wanting the Sand Transfer Plant removed and requested the Town of Manalapan take initiative with the State of

Florida. The Mayor responded that the Sand Transfer Plant is owned by the County and the Town of Manalapan has no authority over it and would not be taking any action.

RA. 4 Mock Roos CSA for S. Florida Water Management District Water Use Permit Renewal

The Town's South Florida Water Management District Water Use Permit (No. 50-00506-W) expires on August 14, 2023. The Town's objective is to obtain a 20-year water use permit. Town Manager Stumpf explained the permit was above her administrative threshold at \$31,800.00.

Vice Mayor Deese made a motion to **approve** the Permit Renewal. Commissioner Rosen seconded the motion which prevailed by the following vote:

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

RA. 5 Town Manager Stumpf's Report

Code Enforcement: Town Manager Stumpf announced there was a special magistrate hearing held regarding the code violations at 131 S. Ocean Blvd. The property owner did not appear, and the special magistrate ordered in favor of the Town daily fines of \$250.00 until the violations are brought into compliance.

PBA Contract: Town Manager Stumpf explained we thought we had a contract, however the PBA made minor changes that needed to be reviewed. She anticipates having one more meeting to solidify the contract.

Capital Projects Update: Town Manager Stumpf announced the Intracoastal Crossing had been in service for the last two weeks with no issues. She went on to discuss the Lands End Road cul de sac project, the bid opening will be held on June 4th. The contract recommendation will be brought forward to the Commission at the next meeting. She indicated she would prefer the project to start and stop in the summer while most residents are away.

Iguana Control: Town Manager Stumpf explained the Town has been receiving complaints especially about the iguana population on the Audubon Causeway Bridge. She noted three bids were received and she recommended going with Redline Iguana Control for \$3,300 a year with an initial start up price of \$1,000 and they will provide two visits a month. She informed the Commission that the company has also offered to provide discounted rates to interested homeowners in Manalapan.

Miscellaneous Items: Town Manager Stumpf notified the Commission that the Police Department has temporarily moved into the Library while the renovation takes place at Town Hall. She indicated the need for surveillance cameras at that location. She also mentioned our bank, Flagler Bank, was purchased by a credit union which is not a qualified depository and due to that we would have to change banks. Town Manager Stumpf said she had a list and the Town would be reviewing options.

Discussion regarding Town Manager's retirement: Town Manager Stumpf advised the Commission that her contract expires September of 2024 and she will be retiring at that time. She stated her intention is to look for a replacement through the Palm Beach County Cities Manager's Association. She explained that she will narrow down a list of candidates and then bring those before the Commission for a final decision. Her intention is for a six month overlap with her replacement to train them in.

Mayor Satter asked about the beach visitors by the Boynton Beach Inlet, Chief Mattox and Town Manager Stumpf explained the Police Department was working with the Palm Beach Sheriff's Office regarding teenagers

jumping off the bridge and pump station areas. Chief Mattox has requested increased presence from the Sherriff’s office in that area.

PUBLIC COMMENTS

There was none.

OTHER BUSINESS

There was none.

Meeting adjourned at 11:46 a.m.

**These minutes were presented to the Town Commission
on Tuesday July 25, 2023 for approval.**

Stewart Satter, Mayor

Date Signed

Erika Petersen, Town Clerk

Date Signed



TOWN OF MANALAPAN

AGENDA ITEM SUMMARY

Meeting Date: July 25, 2023

Agenda Item No.: CA.2

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

ACTION REQUESTED: Discussion ☐ Approval ☒

ATTACHMENT:

- The Police Department Chief's Report for May & June including Monthly Stats
- Palm Beach County Fire/Rescue response times for May & June
- DAVID Audit report

TO: Mayor and Town Commissioners
Linda Stumpf, Town Manager

FROM: Chief Mattox

SUBJECT: Monthly Report for June

DATE: July 1, 2023

Staffing

We are at full staff as of June 30. The two new hires are in the FTO program and are scheduled to complete the program and work as a solo officer by the end of August.

Zone Coverage

We are staffing as manpower allows and maintaining zone coverage. We have been able to schedule both weekend ATV beach patrol and marine patrol.

Fleet

All maintenance is up to date.

Training

All the certified officers completed the recently required mandatory training Mental Health and Wellness for Criminal Justice Officers. This information was submitted to the FDLE training management site and everyone's training profile was updated indicating compliance.

All officers have completed in service firearms training at the PBSO range. I want to recognize PBSO for providing the trainers and accommodations at their range. This allowed all certified officers to complete transition training and qualify with the new handguns.

Sgt Merritt and Officer Temperato completed the mandatory firearms instructor course. This allows them to maintain their instructor certification.

Miscellaneous

I submitted my portion of the budget to the Town Manager.

The remodel of the police department is in the final stages of completion. We are planning to move back in soon.

I have included the DAVID audit site visit report confirming Manalapan Dispatch is compliant.



Manalapan Police Department
Monthly Stats
May 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	4								
9-1-1 Received	46								
9-1-1 Transfer	12								
Alarms	14	7	4					3	
Animal Complaints	6	2						4	
ATV Completed	161					161			
ATV Cancelled	47					47			
Assault	0								
Battery	0								
Boat/Marine Patrol	3								3
Burglary A / B / R / V	0								
Child Abuse	0								
Construction Site Checks	125	98	27						
Dark House Checks	543	339	137					67	
Distressed Swimmer	0								
Disturbance	2						1	1	
Domestic	0								
Drones	0								
Driving Under Influence	0								
Drug Law Violation	0								
Grand Theft Auto	0								
Lewd Acts	0								
Fire	0								
Fire Alarm	1							1	
Fraud	1							1	
Information	4	1	1					2	
Obscene Harrassing Calls	0								
Mental	0								
Medical	12	4	3					5	
Mutual Aid	0								
Open Door	2							2	
Ordinance Violations	0								
Plaza Walk and Talk	115							115	
Parking Enforcement	76	32	19					25	
Possession of Alcohol	1					1			
Property Damage	1							1	
Property Found	2		1					1	
Property Lost	1							1	
Service Calls	30	10	11		3			6	
Suspicious Incident	2		2						
Suspicious Person	2		2						
Suspicious Vehicle	2		2						
Stolen Vehicle Alerts-LPR	1		1						
Theft	2		1					1	
Traffic Crash	2	1						1	
Traffic Stops	91	21	54		1			13	2
Traffic Citations	15	2	13						
Trespass	6		4		1			1	
Vessel Stop	0								

Manalapan Police Department

Warrant Arrest	0							
Welfare Check	2	1	1	Monthly Stats				
Work Hour	1	1		May 2023				



Manalapan Police Department
Monthly Stats
May 2023



INCIDENT REPORTS

Case #	Incident Type	Zone	Note	Case #	Incident Type	Zone	Note
23-0049	Information	2		23-0059	Abandoned Boat	6	
23-0050	Fraud	8					
23-0051	Possesion of Alcohol	6					
23-0052	Theft	2					
23-0053	Traffic Stop/Tow	8					
23-0054	Found Property	8					
23-0055	Property Damage	8					
23-0056	Crash	1					
23-0057	Stamped In Error						
23-0058	Theft	8					

MONTHLY TRAINING		MONTHLY DISPATCH CALLS			
In Service PLI - Lawful Use of Force and Deadly			911	50	
Force			Non-Emergency	820	
			Total	870	



6/1/2023

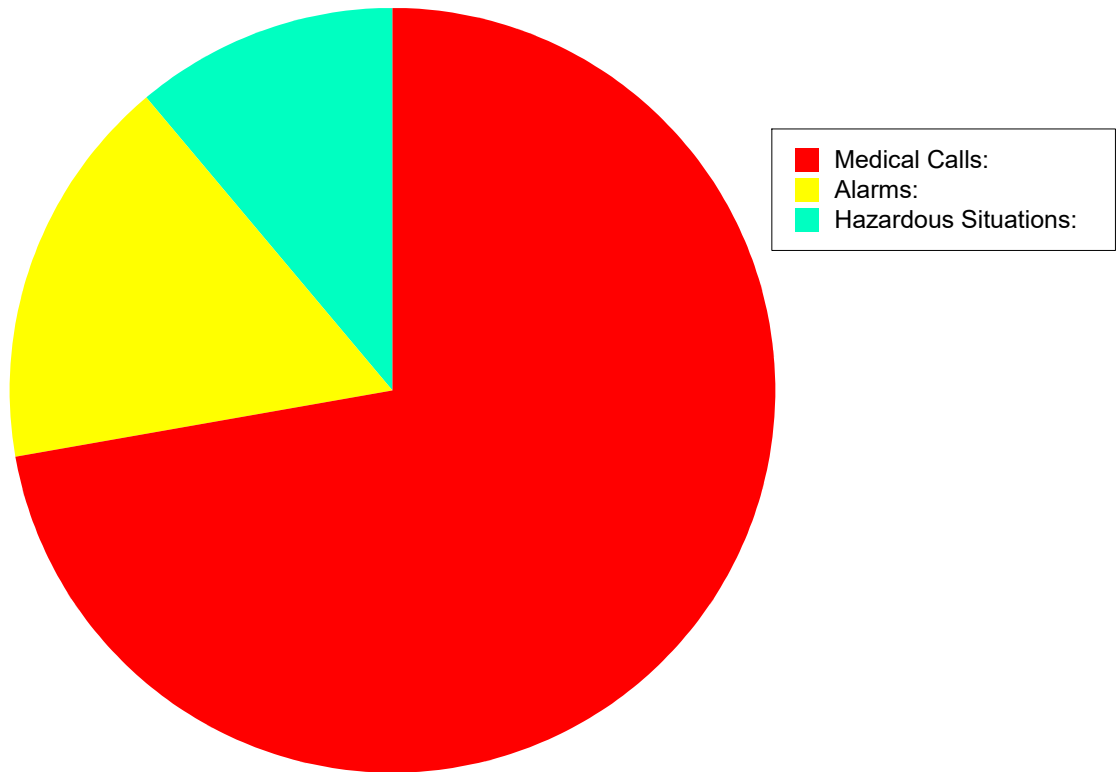
Palm Beach County Fire Rescue

Manalapan - # of Calls by Type

20230501 to 20230531

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>
Medical Calls:	13
Alarms:	3
Hazardous Situations:	2
Total number of Events:	18

Calls by Situation Dispatched





6/1/2023

Palm Beach County Fire Rescue

Manalapan Response Time Report

20230501 to 20230531

Event #	Station	Sit Disp	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
Emergency Calls:														
F23087459	38	Medical	LANDS END RD MN	05/06/2023	16:12:01	16:13:10	16:13:27	16:13:33	16:21:20	17:43:28	0:01:26	0:00:06	0:07:47	0:09:19
F23088395	38	Medical	SPOONBILL RD MN	05/08/2023	01:32:20	01:32:41	01:32:49	01:34:41	01:42:29	02:24:48	0:00:29	0:01:52	0:07:48	0:10:09
F23089332	38	Medical	S OCEAN BLVD MN	05/09/2023	11:36:15	11:36:47	11:36:54	11:38:17	11:44:07	12:26:03	0:00:39	0:01:23	0:05:50	0:07:52
F23090409	38	Medical	LANDS END RD MN	05/11/2023	02:49:00	02:49:30	02:49:37	02:51:07	02:57:39	03:31:55	0:00:37	0:01:30	0:06:32	0:08:39
F23091441	38	Medical	S OCEAN BLVD MN	05/12/2023		15:49:06	15:49:14	15:50:10	15:52:10	16:00:43	0:00:33	0:00:56	0:02:00	0:03:29
F23092147	38	Medical	LANDS END RD MN	05/13/2023	18:27:55	18:28:16	18:28:23	18:29:35	18:35:00	19:25:22	0:00:28	0:01:12	0:05:25	0:07:05
F23093321	38	Medical	S OCEAN BLVD MN	05/15/2023	15:09:16	15:09:40	15:09:50	15:10:44	15:16:04	16:23:18	0:00:34	0:00:54	0:05:20	0:06:48
F23093730	38	Medical	S OCEAN BLVD MN	05/16/2023	08:33:56	08:34:33	08:35:06	08:36:32	08:40:52	09:43:30	0:01:10	0:01:26	0:04:20	0:06:56
F23095381	38	HazMat	S OCEAN BLVD MN	05/18/2023	14:11:51	14:13:21	14:13:34	14:13:42	14:17:37	14:58:27	0:01:43	0:00:08	0:03:55	0:05:46
F23095807	38	Medical	S OCEAN BLVD MN	05/19/2023		07:03:26	07:03:33	07:04:36	07:08:00	07:57:35	0:00:32	0:01:03	0:03:24	0:04:59
F23097190	38	Medical	S OCEAN BLVD MN	05/21/2023		02:37:46	02:38:05	02:39:39	02:41:32	02:57:09	0:00:44	0:01:34	0:01:53	0:04:11
F23098250	38	Medical	S OCEAN BLVD MN	05/22/2023	16:28:43	16:29:32	16:29:43	16:30:45	16:32:01	17:41:05	0:01:00	0:01:02	0:01:16	0:03:18
F23099071	38	Medical	S OCEAN BLVD MN	05/23/2023	22:09:48	22:10:19	22:10:34	22:11:50	22:14:59	22:49:03	0:00:46	0:01:16	0:03:09	0:05:11
Average Response Times:											0:00:49	0:01:06	0:04:31	0:06:26

Non Emergency Calls:

F23084890	38	Fire Alarm	S OCEAN BLVD MN	05/02/2023		21:22:39	21:22:47	21:24:09	21:26:28	21:36:12	0:00:33	0:01:22	0:02:19	0:04:14
F23091023	38	Fire Alarm	S OCEAN BLVD MN	05/11/2023		22:45:42	22:45:51	22:47:29	22:49:52	23:05:35	0:00:34	0:01:38	0:02:23	0:04:35
F23091034	38	Fire Alarm	S OCEAN BLVD MN	05/11/2023		23:42:07	23:42:13	23:43:46	23:45:05	23:53:31	0:00:31	0:01:33	0:01:19	0:03:23
F23100289	38	Powerlines Do	LANDS END RD MN	05/25/2023	15:42:29	15:43:34	15:43:41	15:43:52	15:54:15	16:25:46	0:01:12	0:00:11	0:10:23	0:11:46

Corrupt Data:

F23098733	38	Medical	S OCEAN BLVD MN	05/23/2023		12:44:40	12:44:44	12:47:22	12:44:44	13:42:08	Enroute Time is greater than Onscene Time			
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6/1/2023

Palm Beach County Fire Rescue

Manalapan Response Time Report

20230501 to 20230531

Event #	Station	Sit Disp	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
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Total number of Events: 18

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



Manalapan Police Department
Monthly Stats
June 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	4								
9-1-1 Received	55								
9-1-1 Transfer	7								
Alarms	16	6	9					1	
Animal Complaints	3	1			1	1			
ATV Completed	152					152			
ATV Cancelled	87					87			
Assault	0								
Battery	1							1	
Boat/Marine Patrol	10								10
Burglary A / B / R / V	0								
Child Abuse	0								
Construction Site Checks	113	92	21						
Dark House Checks	787	546	183					58	
Distressed Swimmer	1				1				
Disturbance	0								
Domestic	0								
Drones	0								
Driving Under Influence	1		1						
Drug Law Violation	0								
Grand Theft Auto	0								
Lewd Acts	0								
Fire	0								
Fire Alarm	1		1						
Fraud	0								
Information	11	4	4	1	1			1	
Obscene Harrassing Calls	0								
Mental	0								
Medical	7	2	4					1	
Mutual Aid	0								
Open Door	5							5	
Ordinance Violations	5	1	1			1		2	
Plaza Walk and Talk	134							134	
Parking Enforcement	104	43	17	1	2			41	
Possession of Alcohol	0								
Property Damage	2	1	1						
Property Found	1	1							
Property Lost	1					1			
Service Calls	24	10	10		3			1	
Suspicious Incident	2	1	1						
Suspicious Person	2		1					1	
Suspicious Vehicle	0								
Stolen Vehicle Alerts-LPR	0								
Theft	0								
Traffic Crash	3		2					1	
Traffic Stops	127	14	95	4	1			11	2
Traffic Citations	11		11						
Trespass	12		8		4				
Vessel Stop	0								

Manalapan Police Department

Warrant Arrest	0							
Welfare Check	2	2						
Work Hour	1	1						

Monthly Stats

June 2023



Manalapan Police Department
Monthly Stats
June 2023



INCIDENT REPORTS

Case #	Incident Type	Zone	Note	Case #	Incident Type	Zone	Note
23-0060	Damaged Property	1					
23-0061	Crash	8					
23-0062	Trespassing	2					
23-0063	Battery	8					
23-0064	DUI	2	Arrest				
23-0065	Crash	2					
23-0066	Crash	2					
23-0067	Abandoned Boat	1					

MONTHLY TRAINING		MONTHLY DISPATCH CALLS			
In Service PLI - Juvenile Sexual Offender			911	55	
Investigations			Non-Emergency	781	
			Total	836	



7/6/2023

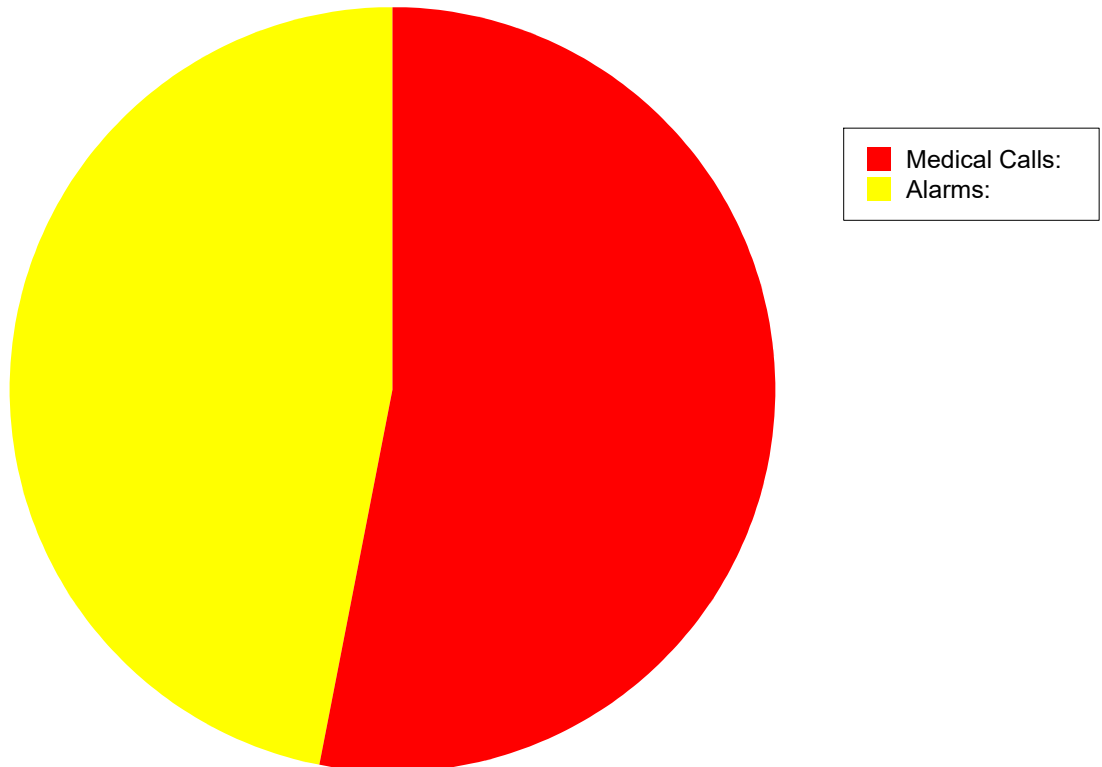
Palm Beach County Fire Rescue

Manalapan - # of Calls by Type

20230601 to 20230630

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>
Medical Calls:	9
Alarms:	8
Total number of Events:	17

Calls by Situation Dispatched





7/6/2023

Palm Beach County Fire Rescue

Manalapan Response Time Report

20230601 to 20230630

Event #	Station	Sit Disp	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
Emergency Calls:														
F23107675	38	Medical	LITTLE POND RD MN	06/05/2023	19:44:07	19:45:28	19:45:33	19:46:26	19:52:27	20:53:43	0:01:26	0:00:53	0:06:01	0:08:20
F23107828	38	Medical	S OCEAN BLVD MN	06/06/2023	02:54:05	02:54:42	02:54:56	02:56:44	03:01:10	03:08:35	0:00:51	0:01:48	0:04:26	0:07:05
F23108137	38	Medical	S OCEAN BLVD MN	06/06/2023		15:15:30	15:15:38	15:16:49	15:18:25	16:05:52	0:00:33	0:01:11	0:01:36	0:03:20
F23115193	38	Medical	S OCEAN BLVD MN	06/17/2023	08:42:49	08:43:12	08:43:19	08:43:54	08:46:03	08:50:26	0:00:30	0:00:35	0:02:09	0:03:14
F23116264	38	Medical	EVANS LN MN	06/18/2023		20:03:40	20:03:46	20:05:20	20:06:29	20:23:18	0:00:31	0:01:34	0:01:09	0:03:14
F23117655	38	Medical	S OCEAN BLVD MN	06/20/2023		20:50:58	20:51:07	20:52:08	20:53:12	21:13:51	0:00:34	0:01:01	0:01:04	0:02:39
F23121344	38	Medical	S OCEAN BLVD MN	06/26/2023	10:32:19	10:32:37	10:32:46	10:33:02	10:38:52	11:20:27	0:00:27	0:00:16	0:05:50	0:06:33
F23123144	38	Medical	S OCEAN BLVD MN	06/28/2023		21:38:51	21:39:02	21:40:13	21:52:46	22:03:43	0:00:36	0:01:11	0:12:33	0:14:20
Average Response Times:											0:00:41	0:01:04	0:04:21	0:06:05

Non Emergency Calls:

F23109464	38	Fire Alarm	S OCEAN BLVD MN	06/08/2023		15:07:04	15:07:11	15:08:49	15:12:12	15:15:07	0:00:32	0:01:38	0:03:23	0:05:33
F23109515	38	Fire Alarm	S OCEAN BLVD MN	06/08/2023		16:22:30	16:22:41	16:23:16	16:25:55	16:35:05	0:00:36	0:00:35	0:02:39	0:03:50
F23112514	38	Fire Alarm	S OCEAN BLVD MN	06/13/2023		10:07:12	10:07:17	10:08:28	10:14:40	10:29:51	0:00:30	0:01:11	0:06:12	0:07:53
F23113353	38	Fire Alarm	S OCEAN BLVD MN	06/14/2023		14:24:26	14:24:35	14:25:54	14:27:36	14:42:04	0:00:34	0:01:19	0:01:42	0:03:35
F23113365	38	Fire Alarm	S OCEAN BLVD MN	06/14/2023		14:54:00	14:54:11	14:54:48	14:58:18	15:00:19	0:00:36	0:00:37	0:03:30	0:04:43
F23116079	38	Medical	LITTLE POND RD MN	06/18/2023		14:44:11	14:44:20	14:45:38	14:52:35	15:06:13	0:00:34	0:01:18	0:06:57	0:08:49
F23117279	38	Fire Alarm	CURLEW RD MN	06/20/2023		11:29:08	11:29:14	11:30:22	11:40:34	11:48:33	0:00:31	0:01:08	0:10:12	0:11:51

Corrupt Data:

F23109527	38	Fire Alarm	S OCEAN BLVD MN	06/08/2023		16:41:22	16:41:34	16:41:49		16:42:47		Empty Time Fields		
F23122653	38	Fire Alarm	S OCEAN BLVD MN	06/28/2023		09:42:23	09:42:30	09:43:27		09:44:36		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.

DAVID AUDIT: Site Visit Report

Agency: Manalapan Police Department
Contract Number: HSMV-0157-18
Audit Date: 05/08/2023
POC: Elizabeth Mackey
Attendees: Michelle Mackey
Follow Up: N/A

Quarterly Quality Control Process

Through responses to the DAVID Audit guide questions and on-site interview, the FLHSMV Auditor examined the Quarterly Quality Control Reviews (QOCR) performed over the past year to ensure all current users are appropriately authorized. The Point of Contact (POC) can generate a list of current DAVID users in the new DAVID system. Any users with access who leave the agency must be inactivated in DAVID by the POC and Agencies should ensure that state records are consistent with agency records.

The Auditor found the Manalapan Police Department complies with these requirements.

Findings: The Auditor found the Primary POC Mackey thoroughly audits users each quarter to ensure all current users appropriately access DAVID. The Auditor found POC Mackey accurately and thoroughly completed the QOCR reports each quarter within the required time frame. The POC has generated and currently maintains a local agency list of DAVID users to ensure that state records are consistent with agency records. The Auditor discussed with POC Mackey the importance of immediately inactivating separated users and the POC provided dates of DAVID users that separated from the agency. Within the last year, (2) users separated from the agency and were made inactive at the required time frame of their current MOU. The Auditor has no recommendations.

Dissemination

Through responses to the Audit guide and interview, the Auditor discussed the requirement that non-authorized users may not have access to DAVID to facilitate data gathering for the agency. The primary POC verifies that the agency prevents the dissemination of data to other law enforcement agencies, governmental agencies, persons, or other entities such as collection agencies for review.

The Auditor found the Manalapan Police Department complies with these requirements.

Findings: Through interview with POC Mackey, and answers submitted by the agency in the DAVID Audit Guide, the Auditor determined that Manalapan Police Department complies with these requirements and has procedures in place to prevent unauthorized dissemination. The Manalapan Police Department has a written policy in their General Orders that addresses dissemination of DAVID information. The agency has procedures

in place to prevent unauthorized dissemination of DAVID information. The agency ensures that DAVID documents are for internal use only and not in view of unauthorized users. The Auditor has no recommendations.

Safeguarding Information/User Access and Permissions

The Auditor reviewed the agency's requirement to safeguard all DAVID related information in a physically secure location in such a way that unauthorized persons cannot review, retrieve, or print the information. The Auditor reviewed the process for authorized users to access DAVID on the agency-authorized network, verified passwords are used to keep access to computers secure, and computer screens are not visible or accessible to unauthorized personnel.

The Auditor found the Manalapan Police Department complies with these requirements.

Findings: The Auditor found the Manalapan Police Department complies with these requirements. The agency is in a secure building, monitored under surveillance in which access past the main lobby and throughout various areas require an employee issued access card. All computers are secured with username and password protection. POC Mackey attests the agency also has procedures in place to prevent any unauthorized access to DAVID that includes screen protectors on agency monitors, minimizing the DAVID window when unauthorized users approach, and positioning computers away from view. POC Mackey advises that all documentation that has sensitive information including DAVID are placed in recycling bins. An agency employee observes the "Shred-it" vendor, destroy all documents that were retrieved on-site. The Auditor has no recommendations.

Misuse

The Auditor discussed the procedures for immediately notifying FLHSMV when negligent use, improper use, unauthorized use, or unauthorized dissemination occurs and verified that Department records are consistent with agency records. The Auditor also reviewed the importance of utilizing Emergency Contact Information (ECI) only as authorized by the law and for notifying a person's registered emergency contact in the event of a serious injury, death, or other incapacitation.

The Auditor found the Manalapan Police Department complies with these requirements.

Findings: The Auditor verified Department records are consistent with agency records for reported misuse. The Auditor found that there was no documented misuse within the last twelve months prior to this audit. Within the six months prior to the audit notification, there was no ECI usage. The Auditor has no recommendations.

Randomly Selected Audits

A randomly selected sample of **10 authorized users** was chosen from active DAVID users within the agency. The agency was advised to select authorized users at random to monitor activity on a regular basis. Reviewing unlikely reason codes, running siblings, spouses, ex-spouses, celebrities, and political figures could find potential misuse. In addition, the time of day, inquiries made outside of the user's shift times or unexplained access to Emergency Contact Information may reflect possible misuse.

The Auditor found the Manalapan Police Department complies with these requirements.

Findings: The Auditor found the audit of the 10 DAVID users found no potential misuse. The Auditor has no recommendations.

Recommendations

The Auditor has no recommendations.

Jonathan R Hackley

Jonathan R Hackley
Motorist Compliance Officer III
May 24, 2023

ATTESTATION STATEMENT

Contract Number HSMV-0157-18

In accordance with Section VI., Part C, of the Memorandum of Understanding between **Department of Highway Safety and Motor Vehicles** and Manalapan Police Department (Requesting Party), this MOU is contingent upon the Requesting Party having appropriate internal controls in place at all times that data is being provided/received pursuant to this MOU to ensure that the data is protected from unauthorized access, distribution, use, modification, or disclosure. The Requesting Party must submit an Attestation statement no later than 45 days after receipt of the audit report referenced in subsection B., above. The Attestation shall indicate that the internal controls over personal data have been reviewed and evaluated in light of the audit findings and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. The Attestation shall also certify that any and all deficiencies/issues found during the audit have been corrected and measures enacted to prevent recurrence. The Providing Agency may extend the time for submission of the Attestation upon written request by the Requesting Party. The Attestation must have an original signature of the Chief, Sheriff, or State Attorney, or person designated by Letter of Delegation to execute contracts/agreements on their behalf, may be sent via U.S. Mail, facsimile transmission, or e-mailed to the Providing Agency's Bureau of Records.

Manalapan Police Department (Requesting Agency) hereby attests that the Requesting Party has evaluated and have adequate controls in place to protect the personal data from unauthorized access, distribution, use, modification or disclosure, and is in full compliance with requirements of this contractual agreement.

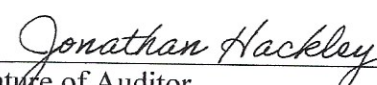

Signature of Authorized Official

Carmen Mattox
Printed Name

Chief of Police
Title

06/26/23
Date

Manalapan Police Department
Name of Agency


Signature of Auditor

Jonathan R Hackley
Printed Name

UTC Motorist Compliance Officer III
Title

5/24/23
Date

Manalapan Police Department

Extended Tour Of Duty Report

From 05/01/2023 00:01 through 05/31/2023 23:59 for Unit ALL Agency ALL Signal WORK

Date	Recd	Disp	Arrd	CIRD	Unit	Signal	Event Number	Case Number
05/29/2023	15:10:02	15:10:02	15:10:02	15:10:36	305	WORK: WORK HOUR VIOLATION	230009589	
Location:		1500 BLK LANDS END RD		Zone: 1		Dispo: NR	Ofc. Notes WORKERS LFET THE AREA	
Address:		1500 BLK LANDS END RD		City: MANALAPAN				
		05/29/2023	15:10	404	305 ADVSD GONZALES LANDSCAPING NO WORK TODAY ON MEMORIAL DAY			
		05/29/2023	15:10	404	WORKERS ARE PACKING UP AND LEAVING			

Number Of Events Listed: 1

Manalapan Police Department

Extended Tour Of Duty Report

From 06/01/2023 00:01 through 06/30/2023 23:59 for Unit ALL Agency ALL Signal WORK

Date	Recd	Disp	Arrd	CIRD	Unit	Signal	Event Number	Case Number
06/26/2023	19:44:55	19:44:55	19:44:55	19:52:03	302	WORK: WORK HOUR VIOLATION	230011837	
Location: 70 SPOONBILL RD								
Address: 70 SPOONBILL RD								
Zone: 1								
City: MANALAPAN								
Dispo: NR								
Ofc. Notes								
14 WAS GIVEN REF PROPER WORK HOURS								
SUBJECT IS PACKING UP AND LEAVING THE SITE NOW								
SUBJECT ADVSD HE WILL PASS THE 14 ALONG TO HIS COMPANY								

Number Of Events Listed: 1



TOWN OF MANALAPAN

AGENDA ITEM SUMMARY

Meeting Date: July 25, 2023

Agenda Item No.: CA.3

Agenda Item Name: RES 4-2023 - Amending Fee Schedule

ACTION REQUESTED: Discussion ☐ Action ☒

BACKGROUND:

Annually the Town staff reviews the current fee schedule. Recommended changes to current fees are reflected in this resolution.

ATTACHMENT:

- RES 4-2023

RESOLUTION NO. 04-2023

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, REPEALING ANY AND ALL PREVIOUSLY ADOPTED SCHEDULES OF RATES, FEES AND CHARGES AND ADOPTING A NEW CONSOLIDATED SCHEDULE OF RATES, FEES AND CHARGES FOR VARIOUS SERVICES RENDERED BY THE TOWN OF MANALAPAN FOR ITS CITIZENS AND OTHER MEMBERS OF THE PUBLIC INCLUDING UTILITY FEES AND CHARGES; PROVIDING THAT THIS CONSOLIDATED SCHEDULE OF RATES, FEES AND CHARGES SHALL BE AVAILABLE FOR INSPECTION AT ALL TIMES AT THE TOWN HALL DURING REGULAR BUSINESS HOURS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, The Town Commission of the Town of Manalapan, Florida, (the "Town") desires to repeal and readopt an amended and consolidated schedule of rates, fees and charges relating to various services rendered by Town Government for the citizens of the Town of Manalapan and for other members of the public; and

WHEREAS, the Town Commission desires to incorporate all fees and charges assessed into one comprehensive fee schedule; and

WHEREAS, the Town Commission desires to make certain the schedule of rates, fees and charges is available for inspection such that any member of the public may be aware of the cost of each and every service provided by the Town of Manalapan.

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

Section 1: The Town Commission of the Town of Manalapan hereby officially adopts the updated and consolidated schedule of rates, fees and charges attached hereto as Exhibit "A" and made a part hereof as is fully set forth herein.

Section 2: This Resolution specifically supersedes and repeals any and all other consolidated fee schedules and/or utility department service rate, fee, charge and/or surcharge schedules previously adopted.

Section 3: This duly adopted schedule of rates, fees and charges shall be available at the Town Hall for inspection by the public during normal business hours.

Section 4: This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this ____ day of July 2023.

TOWN OF MANALAPAN

Stewart Satter, MAYOR

ATTEST:

(Seal)

Erika Petersen, TOWN CLERK

Exhibit A
Town of Manalapan
Rates, Fees and Charges Schedule

A. PLANNING AND ZONING APPLICATION FEES AND CHARGES

1.	Application fee for variance	\$750.00
2.	Application fee for special exception	\$750.00
3.	Application fee for site plan review	\$750.00
4.	Application fee for landscape plan review	\$400.00
5.	Application fee for zoning text and/or map amendment.....	\$1,500.00
6.	Application fee for comprehensive plan amendment.....	\$1,500.00
7.	Application fee for Planned Unit Development or PUD Amendment	\$750.00
8.	Application fee for paver agreement.....	\$500.00
9.	Application fee for MMOA(Maintenance Memorandum of Agreement).....	\$500.00
10.	Application fee for ARCOM review Level I.....	\$100.00
11.	Application fee for ARCOM review Level II.....	\$250.00
12.	Application fee for ARCOM review Level III.....	\$500.00
13.	Application fee for ARCOM review Level IV.....	\$1,000.00
14.	Application fee for Vegetation Removal or Trimming and Pruning Permit.	\$100.00
15.	Proportionate Fair Share Program (app. Review per §150-20)	\$750.00
16.	<u>Administrative Permit Extension Fee (90 days max)</u>	<u>\$1,000.00</u>
17.	<u>Permit Transfer Fee (Change of Contractor)</u>	<u>\$75.00</u>

B. BUILDING PERMIT FEES

The following three (3) fees are cumulative for all projects requiring a building permit:

1.	Standard fee	- for cost valuation of project up to and including \$2,750.00.....	\$75.00
2.	Additional fee	- for cost valuation of project over \$2,750.00 up to and including \$2,500,000.00	2.7%
3.	Additional fee	- for cost valuation of project over \$2,500,000.00.....	2.0%

C. PLAN REVISION FEES

Plan Revision Base Fee.....	\$100.00
plus, per plan sheet, page or attachment page fee.....	\$20.00

D. CONSTRUCTION TRAILER FEE

Fee for approved construction trailer	\$100.00
---	----------

E. SPECIAL INSPECTION FEES

Fees for special inspections due to circumstances as set forth in

Section 152.45 (D)..... ~~\$50.00~~ \$75.00

F. DEFAULT COST VALUATION FOR CONSTRUCTION RELATED ACTIVITY

1. Single family residence - enclosed living area
computed from outside surface of exterior walls.....\$400.00/sq.ft.
2. Single family residence - garages, carports, patios
(covered or uncovered) and porches.....\$200.00/sq.ft.
3. Two or multi family residences, townhouses, commercial
and all other structures - enclosed living or commercial
area computed from outside surface of exterior walls\$400.00/sq.ft.
4. Two or multi family residences, townhouses, commercial
and all other structures - garages, carports, patios (covered
or uncovered) and porches.....\$200.00/sq.ft.
5. For alterations to portions of any of the above, only the
square footage affected shall be included in the default
cost valuation calculation.

G. ADDITIONAL FEES; ENFORCEMENT

1. Failure or refusal by the owner or the owner's contractor to
obtain proper Building Permit(s) and/or Architectural Commission
approval prior to the commencement of construction activities 4x required
ARCOM
fee and/or
building
permit fee

H. BUSINESS TAX TRANSFER FEES

1. Transfer to new owner: 10% of the annual business tax, but not less than
\$3.00 nor more than \$25.00.
2. Transfer to new location: 10% of the annual business tax, but not less than
\$3.00 nor more than \$25.00.
3. Transfer to new name: 10% of the annual business tax, but not less than
\$3.00 nor more than \$25.00.

I. BUSINESS TAX ADMINISTRATIVE FEES

1. Voluntary Business Registration.....~~\$36.00~~ \$37.80

- (Businesses regulated by DBPR)
2. Mandatory Business Registration~~\$36.00~~ **\$37.00**
 3. Registration Fee (Palm Beach County-wide Business Tax).....\$2.00

J. ADMINISTRATIVE FEES & CHARGES

1. Publications and Manuals (Cost of printing, plus tax)
 - Code of Ordinances.....\$80.00 + S&H
 - Supplements.....\$35.00
 - Comprehensive Land Use Plan\$75.00
 - Zoning Code Only.....\$25.00
2. Public Records Requests (per Florida Statutes, plus tax)
 - Photocopies **Letter Size** (black & white or color) \$0.15 each (single sided)
 \$0.20 each (double sided)
 - Photocopies 11x17 Size (black & white or color)..... \$0.30 each (single sided)**
\$0.35 each (double sided)
 - Research (Deposit Required) Hourly rate + copy costs
 - CD Recordings of Public Meetings\$1.00 per CD
 - Residential Building Plans/Drawings Actual Duplication Cost
 - Resident Mailing Labels ~~\$1.00~~ **\$5.00** per page
 - Zoning Map.....\$3.00
3. Fee for Returned Checks **Actual Cost +** \$25.00
4. **Temporary Certificate of Completion****\$100.00**
5. **Certificate of Completion****\$100.00**

K. J. TURNER MOORE MEMORIAL LIBRARY

- Annual fee for Residents and Non-Resident Volunteers.....~~\$35.00~~ **\$50.00**
- Annual Fee for Non-Residents..... ~~\$50.00~~ **\$100.00**

L. UTILITY DEPARTMENT RATES, FEES AND CHARGES SCHEDULE

1. **SERVICE DEPOSIT CHARGES.*** All water department users/customers are hereby required to pay the Water Department prior to the commencement of water service or use by such water user/customer, a Service Deposit Charge in the following amount based upon the water meter size installed or to be installed for service from the water system to the user/customer, as follows:

RESIDENTIAL

5/8	inch	\$70
3/4	inch	\$90
1	inch.....	\$150
1 1/2	inches.....	\$250
2	inches.....	\$350
3	inches.....	\$550
4	inches.....	\$850

COMMERCIAL

5/8	inch.....	\$200.00
3/4	inch.....	\$280.00
1	inch.....	\$470.00
1 1/2	inches.....	\$700.00
2	inches.....	\$1,000.00
3	inches.....	\$1,500.00
4	inches.....	\$2,400.00

2. **METER CONNECTION AND INSTALLATION CHARGES.** For any water system user/customer requesting or requiring new or different capacity water system service thereby necessitating the installation of a new or different sized water meter, such user/customer shall pay the Water Department, simultaneously with the request, the following Water Meter Connection and Installation Charge applicable to the appropriate size meter to be installed, as follows:

a. **METER SIZE**

5/8 & 3/4	inch.....	\$440.00
1	inch.....	\$500.00
1 1/2	inches.....	\$675.00
2	inches.....	\$840.00

- b. **Water Meter Connections Larger than two (2) inches.** The Water Meter Connection and Installation Charge for such users/customers requiring a water meter or meters larger than two (2) inches, or multiple water meters, or a special water meter or meters based upon desired, expected or reasonably anticipated flows and variations of the flow of water, shall be determined by the Water Department based upon the costs of labor, materials and supplies, plus any appropriate professional fees and charges, plus a reasonable sum for administration, and plus all other costs and expenses incurred or to be incurred related thereto.

3. **MONTHLY WATER CHARGES.** There shall be a monthly Water Charge, which

the Town Utility Department bills to and which is paid by each user/customer of the Town Water system, in accordance with the following schedule:

- a. **Water Monthly Demand Charge.** For each water meter in place and connected to the water system, there shall be a Monthly Demand Charge as follows:

METER SIZE (inches)	RESIDENTIAL	COMMERCIAL
5/8	\$42.85	\$64.27
3/4	\$64.27	\$96.40
1	\$107.12	\$160.67
1 ½	\$192.82	\$289.21
2	\$278.52	\$417.75
3	\$407.07	\$610.56
4	\$664.17	\$996.18

Note: For each and every residential dwelling unit over and above the first, serviced by the same meter, there shall be an additional Monthly Demand Charge of twenty and 17/100 dollars (\$20.17) for each such additional residential dwelling unit.

- b. **Water Monthly Commodity Charge.** For all water flowing through each meter connected to the water system there shall be a Monthly Commodity Charge, in addition to the monthly demand charge listed above, such charge shall be for each one thousand (1,000) gallons of flow as follows:

\$2.34 per 1,000 gallons

4. **WATER IMPACT FEES.** Based upon the established Unit Classification for new or expanding use, such owner or new or expanding user/customer shall pay the Utility Department a Water Impact fee for such new or expanded use as follows:

<u>Unit Classification</u>		<u>Water Impact Charge per Unit</u>
Class I	residential	\$1,104
Class II	residential	\$1,229
Class III	residential	\$1,354
Class IV	commercial	\$1,004
Class V	commercial	\$1,004

5. **MONTHLY SEWAGE CHARGES.** There shall be a monthly Sewage Charge, which the Town Utility Department bills to and which is paid by each user/customer of the Town sewage collection and disposal system, in accordance with the following schedule:

- a. **Sewer Monthly Demand Charge.** For each user/customer, there shall be a Monthly Demand Charge based on the size of the water meter of each user, as follows:

METER SIZE (inches)	RESIDENTIAL	COMMERCIAL
5/8	\$54.06	\$81.06
3/4	\$81.07	\$121.58
1	\$135.15	\$202.63
1 ½	\$243.20	\$364.75
2	\$351.32	\$525.94
3	\$513.47	\$770.08
4	\$837.76	\$1,256.50

- b. **Sewer Monthly Commodity Charge.** For all sewage flowing through a sewage meter, there shall be a Monthly Commodity Charge of six and 07/100 dollars (\$6.07) for each one thousand (1,000) gallons of water flow. This charge is in addition to the Monthly Demand Charge listed above.
- c. **Sewage Capacity Charge.** For all sewage users/customers, there shall be an initial capacity charge to be paid at the rate charged by Lake Worth (as pass-through to Lake Worth) plus a Town administration fee payable to the Town of Manalapan.

6. ~~**HYPOLUXO SURCHARGE.** All Water Monthly Demand and Water Monthly Commodity Charges listed herein above, which are charged to Hypoluxo Users/Customers shall include a Surcharge of twenty percent (20%).~~

AFTER HOURS FEE FOR MISCELLANEOUS SERVICE.....\$100.00

7. **LIEN SEARCH SURVEYS.** All Lien Search Surveys performed by the Utility Department.....~~\$25.00~~ **\$75 for standard**
Expedited Lien Search (2 business days)\$100.00

8. TAMPERING/PROHIBITED CONNECTION FEE\$250 TO \$500
9. TEMPORARY TURN ON/ OFF\$50.00
10. CUT LOCK FEE \$55.00
11. RE-CONNECTION FEE (NON-PAYMENT) ~~\$50.00~~ **\$100**
a. RE-CONNECTION AFTER HOURS ADDITIONAL FEE.....\$100
- 12. RE-CHECK METER READING (EXCESSIVE)..... \$50.00**



TOWN OF MANALAPAN

AGENDA ITEM SUMMARY

Meeting Date: July 25, 2023

Agenda Item No.: CA.4

Agenda Item Name: Awarding of bid for Lands End Road Cul de Sac

ACTION REQUESTED: Discussion ☐ Action ☒

BACKGROUND:

The Town advertised for sealed bids for this capital project. The sealed bids were opened at Town Hall on June 6th, 2023. The Town received one bid for the Lands End Road Cul de Sac project. The following company responded: The Paving Lady's bid was \$96,544.82. Mock Roos & Associates along with Attorney Davis have reviewed the bid packet. The bid was deemed complete and Mock Roos has provided an award recommendation. The recommendation is to award the project to the Paving Lady. There is an additional cost of \$10,000 for construction administration and observation services to Mock Roos.

ATTACHMENTS:

- The Paving Lady Bid and award recommendation from Mock Roos



Town of Manalapan
600 South Ocean Boulevard
Manalapan, FL 33462

BID TABULATION
Roadway Improvements Lands End Road Cul-de-Sac
June 6th, 2023 11am

NAME	REPRESENTING	TELEPHONE #	GRAND TOTAL
John Provenzano	The Paving Lady	561-572-2600	\$96,544.82

BID PACKAGE

Roadway Improvements Lands End Road Cul-de-Sac for Town of Manalapan

May 2023

Prepared By:

Mock, Roos & Associates, Inc.
5720 Corporate Way
West Palm Beach, FL 33407



Engineer's Project No. A5060.87

BID FORM MUST BE SUBMITTED IN DUPLICATE

BIDDER: Janice M. Riley, Inc. DBA The Paving Lady

PROJECT: Roadway Improvements
Lands End Road Cul-de-Sac

Date: 6/6/2023
(Bid Submitted on)

00300
BID FORM

THIS BID IS SUBMITTED TO:

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- a. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date 6/2/2023 Number PA # A5060.87

- b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- c. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Division 1: General Requirements as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in Division 1: General Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
- d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of

the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- e. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
 - f. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - g. BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work for the following price(s):
- UNIT PRICE BID: Bidder agrees to perform all the Work described in the Contract Documents for the sum of Ninety-six thousand five hundred forty-four dollars & eighty-two cents (\$96,544.82) (Bid Price must be stated in words and numbers; in case of conflict, words shall take precedence).
5. The BIDDER further declares it understands the OWNER may elect to construct only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the prices quoted herein.
6. BIDDER agrees that the Work:
- will be substantially complete within 120 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions and completed and ready for final payment within 150 calendar days after the date when the Contract Time commences to run.
- BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
7. The following documents are attached to and made a condition of this Bid:
- a. Required Bid Security in the form of Surety Bid Bond.
 - b. Schedule of Values and Costs (Page(s) 00300-5).

- c. Trench Safety Affidavit (Page(s) 00300-6).
 - d. Schedule of Subcontractors (Page(s) 00300-7).
 - e. Schedule of Suppliers, Equipment and Materials (Page(s) 00300-8).
 - f. Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes on Page(s) 00300-9, 030000-10 and 00300-11.
 - g. Certificate of Drug Free Workplace Program (Page(s) 00300-12).
8. Communications concerning this Bid shall be phoned or addressed to:
The phone number and address of BIDDER indicated below.
9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
10. BIDDER's Florida Contractor's License No.
11. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER's qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.

If BIDDER is:
An Individual

By Marco Comuzzi (SEAL)
(Individual's Name)
Marco Comuzzi (Signature)
doing business as Donice M. Riley Inc. D/B/A The Paving Lady
Business address: 1000 W Industrial Ave
Boynton Beach, FL 33426
Phone No.: 561-572-2600

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner) (Signature)
Business address: _____

Phone No.: _____

A Corporation

By Janice M. Riley Inc. D/B/A The Paving Lady (SEAL)
Florida

(State of Incorporation)

By Mauro Comuzzi
CEO/ President (Name of Person Authorized to Sign)

Mauro Comuzzi (Title) President
(Signature)

Attest Mauro Comuzzi
(Secretary)

Business address: 1000 W Industrial Ave
Boynton Beach, FL 33426

Phone No.: 561-572-2600

A JOINT VENTURE

(Each joint venturer must type in as appropriate and sign below. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

SCHEDULE OF VALUES

Item No.	Item Description	Quantity	Unit	Unit Price	Total
General Requirements					
1	Mobilization and General Conditions	1	LS		8,472.32
2	Bonds and Insurance Requirements	1	LS		3,687.50
3	Maintenance of Traffic	1	LS		4,050
4	NPDES Compliance	1	LS		5,400
5	Pre-Construction Video	1	LS		4,050
6	Record Drawings	1	LS		6,750
7	General Allowance	1	LS		\$5,000.00
	Subtotal General Conditions				\$37,409.82
Site Construction					
8	Demolition	1	LS		7,250
9	Mill Existing Asphalt Pavement (1' Depth)	1	LS		11,092.50
10	2" Superpave Asphaltic Concrete (SP-9.5, Traffic Level C)	1	LS		14,662.50
11	13.5" Rock Base	1	LS		8,550
12	12" Compacted Subgrade	1	LS		7,950
13	Type 'RA' Curb	1	LS		5,400
14	Architectural Pavers (including Sand Screenings)	1	LS		4,230
	Subtotal Site Construction				\$59,135
	Grand Total				\$96,544.82

PROJECT NO: A5060.87

TRENCH SAFETY AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Janice M. Riley, Inc.
D.B.A. The Paving Lady (NAME OF CONTRACTOR) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary)

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.	Cost
<u>N/A</u>	<u>N/A</u>	\$ <u>0</u>
		\$
		\$
		\$
		\$
		\$
		\$
		\$
	Total	\$ <u>0</u>

Maurice Comuzzi (Signature) 6/6/2023 (date)

STATE OF Florida

COUNTY OF Palm Beach

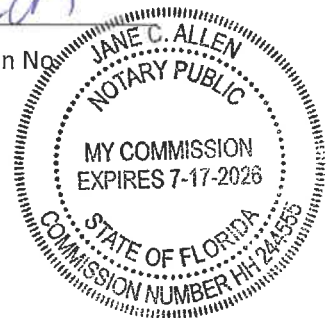
Subscribed and Sworn to (or affirmed) before me on 6 day of June 2023 (date) by

Maurice Comuzzi (name). He/she is personally known to me or has

presented _____ (type of identification) as identification.

Jane C. Allen
Notary Public Signature and Seal

Jane C. Allen
Print Notary Name and Commission No.



SCHEDULE OF SUBCONTRACTORS

List Proposed Subcontractors

Category of Work

Boulder Construction, LLC

Concrete Curb & Brick Pavers

C&R Milling & Paving, Inc.

Asphalt Milling

Ranger Construction

Asphalt Material Supplier

4

5/5/2023

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**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Manalapan
[print name of the public entity]
- by Mauro Camuzzi CEO / President
[print individual's name and title]
- for Jancie M. Riley Inc. D/B/A The Paving Lady
[print name of entity submitting sworn statement]
- whose business address is 1000 W Industrial Ave
Baynton Beach, FL 33426
- and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0303696

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM

Mauro Comuzzi
[signature]
6/6/2023
[date]

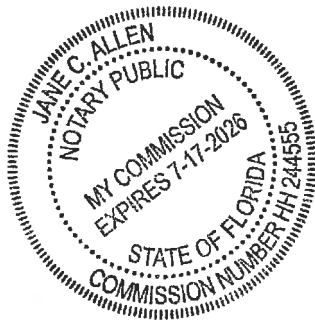
STATE OF Florida
COUNTY OF Bm Beach

Subscribed and Sworn to (or affirmed) before me on 6 day of June 2023 by
[date]
Mauro Comuzzi He/she is personally known to me or has presented
[name]

_____ as identification.
[type of identification]

Jane C. Allen
[Notary's Signature and Seal]
Form PUR 7068 (Rev. 04/10/91)
M/R 03/06/92

Jane C. Allen
Print Notary Name and Commission No.



CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of Janice M. Riley Inc D/B/A The Painting Lady maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacturer, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1) we notify the employee that; a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty nolo contendere to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Contractor's Signature

BIDDER'S QUALIFICATION QUESTIONNAIRE
(Include in Bids Envelope)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

- A. Any information judged by OWNER OR ENGINEER to be false is grounds for rejection of Bid and Cost Proposal. (Use additional sheets as required to provide the required information).
- B. The individual who holds the General Contractor's License shall be active in the management and ownership of the firm awarded the work and be available to provide their expertise for the project on an ongoing-basis. Provide the name of this individual for the complete duration of this project.

Mauro Comuzzi

1. State the numbers of years your organization has been doing business in Florida.

32

2. We normally perform 90 % of the work with our own forces.

List trades below: Paving, Patching, Sealcoating, Striping,
Milling, Base Work, Concrete

3. Have you ever failed to complete work awarded to you? If so, state where when and why:

No

4. BIDDER shall have constructed at least five similar scope projects within the past five years. Provide the following information on an attached sheet:

Project Name: See Attached

Contract Amount: _____

Owner: _____ Phone No. _____

Consultant/Engineer: _____ Phone No. _____

Owner Contact: _____ Phone No. _____

Type of Project (details): _____

Date Completed: _____

Contract Schedule (days): _____

Actual Completion Schedule: _____

5. BIDDER shall demonstrate the ability to complete projects on time within the contract completion dates. List ALL within the last three years (started, underway, or completed):

Project: See Attached

Contract Schedule (days) _____

Actual Completion Schedule (days) _____

6. List ALL projects within the past five years (started, underway, or completed) in which liquidated damages (LD) were incurred, either directly or indirectly:

Project: None

LD Amount: _____

LD Unit Price: _____

7. BIDDER shall specifically name proposed superintendents to be utilized on this project and identify years of experience.

Name: Chris Moreira

Position: Paving Superintendent

Years of Experience with BIDDER: 2 Years

Type of Work Responsible For: Paving & Subcontractors

License: FDOT Paving 1+2; Plant 1+2; QC Manager; Mix Design

8. BIDDER shall provide information related to the job safety and safety rating of the corporation:

Company Wide Safety Plan in place

Company Safety MOD Rating : 1.19

- 9 (a) Please state your bonding capacity per project: \$3,000,000

(b) Please state your total bonding capacity: \$6,000,000

(c) Please provide name, address and contact person of your bonding company:

Jim Murphy - Contact
Brown & Brown
1201 W. Cypress Creek Rd, Suite 130, Ft. Lauderdale, FL 33309

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business. (If corporation, state the name of the president and secretary. If a partnership, state the name of all partners. If a trade name, state the name of the individuals who do business under the trade name.)

Janice M. Riley, Inc. (Doing Business As) The Paving Lady

(a) The business is a Corporation

(b) The address of the principal place of business is: _____

1000 W Industrial Ave, Boynton Beach, FL 33426

(c) The name of the corporate officers, or partners, or individuals doing business under a trade name are as follows: President/CEO - Mauro Comuzzi

If a Corporation, attach a copy of the most recent good standing certificate issued by the Secretary of State of Florida.

Date: 6/2/23

Bidder: Janice M. Riley, Inc. D/B/A The Paving Lady

By: Mauro Comuzzi

Title: CEO/President

Mailing Address: 1000 W Industrial Ave

Boynton Beach, FL 33426

END OF BIDDER'S QUALIFICATION QUESTIONNAIRE



CGC1524317

Paving • Patching • Sealcoating • Striping • Concrete

Bidder's Qualification Questionnaire 00310—1 Item #B-4

Project Name: Work Order #10

Contract Amount: \$514,200.01

Owner: City of Lake Worth

Phone: N/A

Consultant/Engineer: N/A

Phone: N/A

Owner Contact: Michael Pierce

Phone: 561-586-1720

Project Name: Federal Aviation Administration – ANT-3028 ZMA

Contract Amount: \$946,921.97

Owner: Federal Aviation Administration

Phone: N/A

Consultant/Engineer: Parsons Corp

Phone: N/A

Owner Contact: Nicole Smith

Phone: 310-227-3303

Project Name: Legacy Park – Multiple Road

Contract Amount: \$1,259,038.70

Owner: ARCO-MURRAY

Phone: N/A

Consultant/Engineer: ARCO National

Phone: N/A

Owner Contact: Steven Gray

Phone: 630-464-3875

Project Name: Boca Falls HOA

Contract Amount: \$1,591,918.18

Owner: Boca Falls HOA

Phone: N/A

Consultant/Engineer: M2E

Phone: 561-408-0887

Owner Contact: Scott Kramer

Phone: 561-203-9569

1000 W. Industrial Avenue, Boynton Beach, FL 33426
Office: 561-572-2600 • Fax: 561-572-2601 • Broward 954-786-2979
PavingLady@PavingLady.com



CGC1524317

Paving • Patching • Sealcoating • Striping • Concrete

**Bidder's Qualification Questionnaire
00310—1 Item #B-4
Continued**

Project Name: Gulfstream Fields POD C & D

Contract Amount: \$379,270.00

Owner: Pulte Homes

Consultant/Engineer: Schnars Engineering Corp

Owner Contact: Michael Pierce

Phone: N/A

Phone: 561-241-6455

Phone: 561-586-1720

1000 W. Industrial Avenue, Boynton Beach, FL 33426
Office: 561-572-2600 • Fax: 561-572-2601 • Broward 954-786-2979
PavingLady@PavingLady.com



CGC1524317

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Bidder's Qualification Questionnaire 00310—1 Item #B-5

Due to the volume of projects our company performs annually (450 / YEAR AVG), we have provided 4 of the most recent projects that were held to contractual scheduling requirements. More examples can be provided upon request.

Project Name: City of Lake Worth - Work Order #10

Contract Schedule (Days): 120 Days

Actual Completion Schedule (Days): 70 Days

Project Name: City of Aventura - Waterways Asphalt Path Overlay

Contract Schedule (Days): 45 Days

Actual Completion Schedule (Days): 30 Days

Project Name: Gulfstream Fields POD C & D

Contract Schedule (Days): 30 Days

Actual Completion Schedule (Days): 23 Days

Project Name: Lotus HOA

Contract Schedule (Days): 7 Days

Actual Completion Schedule (Days): 6 Days

1000 W. Industrial Avenue, Boynton Beach, FL 33426
Office: 561-572-2600 • Fax: 561-572-2601 • Broward 954-786-2979
PavingLady@PavingLady.com



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

JANICE M. RILEY INC d/b/a THE PAVING LADY
1000 W. INDUSTRIAL AVE
BOYNTON BEACH, FL 33426

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, New Jersey 07960

OWNER:

(Name, legal status and address)

Town of Manalapan
600 S. Ocean Blvd.
Manalapan, FL 33462

BOND AMOUNT: Five Percent of Amount Bid [5%]

PROJECT:

(Name, location or address, and Project number, if any)

Manalapan Culdesac
Roadway Improvements Lands End Road Cul-de-Sac
Milling, Paving, Concrete

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 06 day of June 2023.

John Provenzano
(Witness)

Jamien Neil
(Witness)

JANICE M. RILEY INC d/b/a THE PAVING LADY

(Principal)

MAURO COMUZZI Pres.
(Title)

United States Fire Insurance Company

(Surety)

James Murphy
(Title) Attorney-In-Fact

(Seal)

(Seal)

Init.

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**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

24178429923

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Michael A. Holmes, James Murphy, Layne Holmes

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2024.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



A.R.R.

Anthony R. Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843**

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 06 day of June 20 23.

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COMUZZI, MAURO

THE PAVING LADY
1000 WEST INDUSTRIAL AVE
BOYNTON BEACH FL 33426

LICENSE NUMBER: CGC1524317

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Minority Business Certification

The Paving Lady Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
01/20/2022 to 01/20/2024



J. Todd Inman
Florida Department of Management Services



Palm Beach County
Office of Equal Business Opportunity

Certifies That

Janice M. Riley Inc., d/b/a The Paving Lady

Vendor # VC0000015736

*is a Small/Minority Business Enterprise (S/MBE) as prescribed by section 2-80.21 - 2.80.30 of
the Palm Beach County Code for a three year period from
December 16, 2020 to December 15, 2023*

The following services and/or products are covered under this certification:

**Maintenance and Repair, Parking Lot and Alley; Paving, Asphalt, Parking Lot; Paving/Resurfacing,
Alley and Parking Lot; Paving/Resurfacing, Highway and Road; Paving/Resurfacing, Street (Major and
Residential); Striping Streets, Parking Facilities, Lane Divisions, etc.**


Allen Gray, Manager
12/16/2020



Palm Beach County Board of County Commissioners

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker



City of Boynton Beach
Development Services
100 E. Ocean Ave.
Boynton Beach, FL 33435-0190



AUT0SCH 5-DIGIT 33436 1 PS5 133298BA29-A-1
157 1 AV 0.452



THE PAVING LADY, INC
1000 W INDUSTRIAL AVE
BOYNTON BEACH FL 33426-3016



Dear Boynton Beach Business and Property Owners:

We appreciate your continued participation in supporting economic growth and viability of our City by maintaining your Certificate of Use and Occupancy & Local Business Tax.

In accordance with Chapter 13 of the City of Boynton Beach Municipal Ordinance, the document(s) below must be posted in a conspicuous place at your business or property. Should assistance be needed please contact the Development Services Department at (561)742-6350 or visit our website at www.boynton-beach.org.

↓ DETACH THE DOCUMENT BELOW AND POST CONSPICUOUSLY AT YOUR PLACE OF BUSINESS ↓

City of Boynton Beach Certificate of Use/Business Tax Receipt

Expires on September 30, 2023

Business Control Number: 0017213
Date Issued: 07/29/22

Business Name: The Paving Lady, Inc
Business Location: 1000 W Industrial Ave

Any changes in name, address, suite, ownership, etc. will require a new application.

COU/BTR Number	Classification Code	Classification	Additional Information
23-00018710	234111	CONTRACTOR, PAVING	COMMERCIAL PAVING CONTRACTOR



City of Boynton Beach

100 E. Ocean Ave. • Boynton Beach, FL 33435-0190



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

1000 W INDUSTRIAL AVE
BOYNTON BEACH, FL 33426-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0033 PAVING CONTR/COMMERCIAL	COMUZZI MAURO	CGC1524317	B22.618316 - 08/02/22	\$27.50	B40111016

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200506481
EXPIRES: SEPTEMBER 30, 2023**



11
6-4458

PAVING LADY THE
PAVING LADY THE
1000 W INDUSTRIAL AVE
BOYNTON BEACH FL 33426-3016



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

1000 W INDUSTRIAL AVE
BOYNTON BEACH, FL 33426-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0029 CW PAVING CONTR/COMMERCIAL	COMUZZI MAURO	CGC1524317	B22.618317 - 08/02/22	\$185.85	B40111015

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200506482
EXPIRES: SEPTEMBER 30, 2023**



11
6-4493

PAVING LADY THE
PAVING LADY THE
1000 W INDUSTRIAL AVE
BOYNTON BEACH FL 33426-3016



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



City of Boynton Beach
Development Services
100 E. Ocean Ave.
Boynton Beach, FL 33435-0190



AUTOSCH 5-DIGIT 33435 1 PSS 133298BA29-A-1
156 1 AV 0.452



THE PAVING LADY, INC
1000 W INDUSTRIAL AVE
BOYNTON BEACH FL 33426-3016



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↓ DETACH THE DOCUMENT BELOW AND POST CONSPICUOUSLY AT YOUR PLACE OF BUSINESS ↓

City of Boynton Beach Certificate of Use/Business Tax Receipt

Expires on September 30, 2023

Business Control Number: 0017213
Date Issued: 07/29/22

Business Name: The Paving Lady, Inc
Business Location: 1000 W Industrial Ave

Any changes in name, address, suite, ownership, etc. will require a new application.

COU/BTR Number	Classification Code	Classification	Additional Information
23-00013668	CU2	CERT OF USE & OCC COMM	ASPHALT CONTRACTOR



City of Boynton Beach
100 E. Ocean Ave. • Boynton Beach, FL 33435-0190



MOCK•ROOS

CONSULTING ENGINEERS

June 13, 2023

Ms. Linda Stumpf, Town Manager
Town of Manalapan
6000 S. Ocean Boulevard
Manalapan, FL 33462-3398

Ref. No.: A5060.87
Subject: Manalapan Roadway Improvements Lands End Road Cul-de-Sac
Recommendation of Award

Dear Linda:

On June 6, 2023, one (1) bid was received for the construction work on the subject project. The proposal for \$96,544.82 was received from The Paving Lady. The project was publically advertised in the Palm Beach Post and local paving contractors were also invited to bid on the project via email.


A review of the Paving Lady's proposal found it to be responsive. In addition, they indicated they have successfully constructed projects of similar scope and size for the City of Lake Worth Beach. We are not familiar with the Paving Lady, but we contacted Lake Worth Beach and received favorable feedback regarding The Paving Lady's ability to complete the project. While the unit prices are higher than we would normally anticipate, because this is a smaller project adjacent to valuable property with exceptional finishes, it is understandable that the costs are higher than average.

Based on the above, we recommend that the Town of Manalapan award this project to The Paving Lady. Based on the location of the project and the potential impact on the Town residents, we recommend you establish a budget of \$10,000 for Construction Administration and Observation Services. A Proposal for Engineering Services During Construction will be forwarded under a separate cover letter.

Our Recommendation of Award is based on a review of the project and the Contractor from an engineering perspective and based on the Contractor's past project performance and the recommendations from listed references. We recommend that you seek advice from legal counsel relative to other issues regarding the legalities of award of this contract. If you have any questions regarding our recommendation, please contact me at (561)683-3113, extension 216.

Sincerely,

MOCK•ROOS ASSOCIATES, INC.



Thomas A. Biggs, P.E.
Executive Vice President

TAB:rcf



TOWN OF MANALAPAN

AGENDA ITEM SUMMARY

Meeting Date: July 25, 2023

Agenda Item No.: CA.5

Agenda Item Name: PBA Contract Update

ACTION REQUESTED: Discussion ☐ Action ☒

BACKGROUND:

The Town of Manalapan and the PBA have negotiated the terms of a new 3-year contract. The new contract goes into effect October 1, 2023.

ATTACHMENTS:

- 2023 Collective Bargaining Agreement between the Town and the PBA

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF MANALAPAN

AND

PALM BEACH COUNTY

POLICE BENEVOLENT ASSOCIATION

October 1, 2023– September 30, 2026

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ARTICLE 1

PREAMBLE

THIS AGREEMENT is entered into by and between the TOWN OF MANALAPAN, FLORIDA, located within the County of Palm Beach, State of Florida (hereinafter referred to as the "Town"), and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter referred to as the "PBA" or the "Association"), as the sole and exclusive bargaining representative of the employees within the certified bargaining units.

It is the purpose of this agreement to promote and maintain harmonious relations between the Town and the employees within the certified bargaining units; to provide for equitable and peaceful means of resolving grievances which may arise; and to establish fair wages, hours, terms and conditions of employment.

**ARTICLE 2
RECOGNITION**

Section 1.

The Town recognizes the PBA as the sole and exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission, Certification 10E-132, with respect to the working conditions, rates of pay and other conditions of employment for those employees of the Police Department working within the certified unit, to-wit;

INCLUDED:

All sworn law enforcement personnel of the Town of Manalapan police department in the following classifications: police officer and police sergeant.

EXCLUDED:

All other employees of the Town of Manalapan, excluding specifically the chief of police and lieutenant.

Section 2.

The Town shall provide written notice and an opportunity to bargain with respect to the working conditions, rates of pay, and other conditions of employment for those within the aforesaid certified unit, as required by law to:

John Kazanjian, President
Palm Beach County Police Benevolent Association
2100 N. Florida Mango Road
West Palm Beach, Florida 33409

ARTICLE 3

NON-DISCRIMINATION

Section 1.

No bargaining unit member covered by this Agreement will be discriminated against by the Town because of membership in the PBA, or authorized activity as required in this Agreement on behalf of the PBA.

Section 2.

Both the Town and the PBA oppose discrimination in the basis of age, race, creed, color, national origin, sex, handicap/disability, marital status, sexual orientation, or religion. However, the Parties also recognize that the Town has established an internal procedure to investigate and resolve cases of alleged discrimination which is in addition to existing and adequate procedures established by Palm Beach County, the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination under this Article cannot be processed through the contractual grievance/arbitration procedure, but shall only be subject to the method(s) prescribed under applicable federal, state or local law.

ARTICLE 4

DUES DEDUCTION

The Town agrees to deduct the PBA dues of employees who individually and voluntarily certify, in writing, that they authorize such deductions in accordance with Section 447.303, Florida Statutes.

The PBA will indemnify, defend and hold the Town harmless against those claims made and suits initiated against the Town that are specifically and narrowly related to only any check-off of Union dues. The Union further agrees to pay those reasonable expenses of the Town (including, but not limited to, reasonable attorneys' fees and costs) in defending against such suits on this specific item only.

ARTICLE 5

MANAGEMENT RIGHTS

It is the right of the Town to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Town to direct its employees, to take disciplinary action, and relieve its employees from duty because of lack of work or for other legitimate reasons. Unless expressly abridged by specific language of a provision of this Agreement, management retains and reserves unto itself all of its rights and privileges which it possessed at any time under law.

Management officials of the Town retain all rights, in accordance with applicable laws, including but not limited to the following:

- a. To manage and direct the employees of the Town.
- b. To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.
- c. To suspend, demote, discharge or take other disciplinary action against employees.
- d. To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- e. To maintain the efficiency of the operations of the Town and to set standards of police service to be offered to the public.
- f. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- g. To determine the organization of Town government.

- h. To determine the number of employees to be employed by the Town.
- i. To determine and implement the number, types and grades of positions of employees assigned to an organizational unit, department or project.
- j. To determine and implement effect internal security practices.
- k. To require employees to be in a physical and mental condition that allows them to effectively perform their normal duties.
- l. To promulgate reasonable departmental rules and regulations not in conflict with the provisions of this Agreement.

The Town Commission has the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted.

All decisions regarding discipline and discharge are a management right expressly retained by the Town. The Town has a civil service system which governs discipline and discharge of Town employees, which system is applicable to bargaining unit members. Use of the grievance procedure for discipline, demotion and discharge is a non-mandatory subject of bargaining. This collective bargaining agreement does not contain any provisions which would bring this retained management right within the grievance procedure herein, and these topics are expressly excluded in all respects from this collective bargaining agreement.

If, in the sole discretion of the Town, it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, or exigencies, the provisions of this Agreement may be suspended by the Town during the time of the declared emergency, provided that rates and monetary fringe benefits shall not be suspended.

ARTICLE 6

PBA REPRESENTATION/UNION BUSINESS

Section 1.

The Town shall recognize one (1) member of the bargaining unit as an authorized PBA representative. The PBA shall be permitted to designate one (1) additional PBA representative as an alternate.

Section 2.

The PBA shall furnish the Police Chief with a written designation of its authorized representative and alternate within ten (10) days of the date on which this Agreement is fully ratified and shall thereafter notify the Police Chief of any change in its authorized representative or alternate within ten (10) days of the date on which such change occurs.

Section 3.

The Town agrees to establish a PBA time pool bank to be used for PBA representatives to conduct Union business, as defined in this Article. PBA members covered by this Agreement shall donate two (2) hours of vacation or compensatory leave time each year to the PBA time pool bank. The PBA time pool bank shall be capped at a maximum of twenty (20) hours and hold a minimum of four (4) hours. When the time pool bank reaches four (4) hours or fewer, each officer shall donate two (2) hours to replenish the time pool bank. The initial deduction shall be made from each member's vacation leave during the first pay period in the month after ratification of this Agreement. In subsequent years, said deduction shall be made during the first week of January from each member's vacation time or, if then accrued, compensatory time, based upon a written directive from the member. All unused donated time will be carried over from year

to year. Leave Time contributed to the bank shall be paid out when used on a dollar for dollar basis at the rate of pay of the Union representative(s).

Charges against the PBA time pool under this Article shall be used for PBA advocacy regarding contract administration or negotiations, including grievances, collective bargaining or other concerns regarding wages, hours and terms and conditions of employment at the Town level and to attend PBA Board meetings and PBA training programs within Palm Beach and Broward County. Charges against the PBA time pool shall be documented by the use of a Leave Approval Form (vacation request form) to be completed for each separate request. The form shall have the approval signatures of the Chief of Police or his designee, and the Association President or his designee. The Chief of Police or his designee may approve or deny use of this leave based upon the operational needs of the Department, and proposed reason for leave. No PBA member covered by the Agreement shall donate greater than eighteen (18) hours of leave time pursuant to this Agreement. The above form must be submitted to the Chief or his designee a minimum of seventy two (72) hours prior to the time the employee is requesting to use the time pool bank. Submission made with less than seventy two (72) hours' notice may be granted at the discretion of the Chief or his designee. In emergency situations the approval of time pool use may be obtained through the appropriate supervisor. Time spent by any employee that is compensated by use of the PBA time pool is not "hours worked" for the Town for purposes of calculating overtime under the Fair Labor Standards Act.

ARTICLE 7

NO SOLICITATION AND USE OF BULLETIN BOARDS

Section 1.

The PBA agrees that there shall be no solicitation of Town employees for membership in the PBA, signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of PBA or affiliated PBA literature or any other solicitation activity of the PBA during the working hours of any Town employee who is involved in the solicitation; provided, however, that this Section shall not be construed to prohibit communication of official PBA business to members prior to the beginning of the work shift and after the regularly scheduled work shift and during the bargaining unit member's meal period. This will also not preclude a member on duty from discussing a matter which arises on that shift with a representative for the PBA. Employees, or PBA representatives or any persons acting on their behalf are hereby prohibited from distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, police stations, fire stations, and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's meal break or in such areas not specifically devoted to the performance of the employee's official duties.

Section 2.

The Town, together with the PBA, shall determine the location and type of bulletin boards that may be used by the PBA at the Town facilities. The PBA may use the bulletin boards only for the purpose of posting official PBA business notices and related information. No item shall be placed on any PBA bulletin board without being initialed by

the PBA President or designee, and reviewed by the Town Manager or designee. All costs incidental to preparing and posting of PBA material will be borne by the PBA.

ARTICLE 8

INTRODUCTORY PERIOD

The introductory period for all new employees shall be 365 days after 1) the successful completion of the Field Training Program of the Town or 2) the commencement of full time employment by the Town as a sworn law enforcement officer, whichever is later. The first date of actual work as a full time employee shall be considered to be their hire or service date for purposes of benefits under this Agreement. During the introductory period, an employee may be discharged for any reason. Upon the expiration of this time period, the Police Chief shall either approve or reject, in writing, retention of the employee. The introductory period may be extended up to 60 days by mutual agreement or shortened up to 60 days based on discretion of the Chief of Police.

An employee that does not successfully complete his or her introductory period shall have no right to utilize the civil service system of the Town or any other policy or procedure for any matter concerning a failure to successfully meet job performances standards during said period.

Although full time employees will accumulate vacation time during their introductory period, they may not use any vacation time until they have completed six months of employment in the Department, unless authorized in writing by the Police Chief. Sick leave shall begin to accrue as of the first service date of the employee, but may not be used until the employee has been employed for at least three (3) months.

Part time employees are not entitled to any benefits under this Agreement. Time served as a part time employee is not counted towards accrual of any benefits under this Agreement.

ARTICLE 9

CODE OF CONDUCT

It shall be the duty of an employee to maintain high standards of cooperation, efficiency and integrity in his or her conduct and work performance with the Town in keeping with the Oath of Office; the laws of the United States, the State of Florida, and the Town of Manalapan; provision(s) of Departmental or Town Rule(s) or Regulation(s) and Standard Operating Procedure(s).

ARTICLE 10

NO STRIKES AND LOCKOUTS

Bargaining unit members covered by this Agreement and the Association, its officers, agents, and representative agree that they will not engage in any strike activities.

Bargaining unit members covered by this Agreement, the PBA or its officers, agents, or representative, agree that Section 447.505 of the Florida Public Employees Relations Act prohibits them individually or collectively from participating in a strike against the Town of Manalapan, the employer, by instigating or supporting in any manner a strike. The Union also agrees to undertake its best effort to prevent or terminate any Strike.

Any violation of this section shall subject the violators to the penalties as provided by Section 447.507 of the Act.

ARTICLE 11

COMPLIANCE WITH RULES AND REGULATIONS

The Town's Personnel Policy and the Town Police Department's General Orders, including any amendments thereto, are applicable to the bargaining unit members unless there is an express conflict between the Personnel Policy or General Orders as amended and this Agreement, in which case this Agreement shall control. The Union agrees that the Town has the right to amend and/or modify its rules and regulations to the extent the Town – in its sole discretion – deems it necessary for the operation of the Police Department.

It is agreed and understood that employees shall be provided with copies of any Policy, rule and regulation which are new and/or which replace, update and/or supersede the Town's or Department's present policies, rules and regulations.

Nothing in this Article shall be construed as a waiver of the PBA's right to bargain over mandatory subjects of bargaining prior to the implementation of such change(s), or to bargain over the impact of any rule change which has the practical effect of altering the bargaining unit members' terms and conditions of employment. Such a request for bargaining must be received within fourteen (14) days after written notification to the PBA by the Town of any such proposed change(s). Nothing in this Article shall be construed to be a waiver of the Town's management rights, as set forth in this Agreement.

ARTICLE 12

GRIEVANCE AND ARBITRATION PROCEDURE

1) Members of the bargaining unit will follow all lawful and reasonable written and verbal orders given by superiors, even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein. The following rule applies to all employees: Obey first, grieve later.

2) A grievance is defined exclusively as a dispute involving the interpretation or application of this Agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. The Union is under no obligation to process a grievance for an employee who is not a member of the Union; therefore nonmembers of the Union who are covered by this Agreement shall be responsible for filing their own grievances. The Town need not entertain or process under this Article any dispute, or other matter not meeting this definition.

3) Grievances pertaining to more than one bargaining unit member may be filed by the Union on behalf of all affected members.

Step 1: The Union shall present the grievance, in writing and dated, to the Police Chief, within 7 calendar days after knowledge of the act or omission that gave rise to the grievance. The Police Chief or his or her designee shall, within 7 calendar days of receipt of the written grievance, conduct a meeting with the Union. The Police Chief shall notify the Union in writing of the decision not later than 7 calendar days following the meeting date.

Step 2: If the grievance is not fully resolved at Step 1, the Union, within 7 calendar days of receipt of the answer provided in Step 1, may forward a copy of the original written grievance to the Town Manager with a separate cover letter stating that the grievance is being advanced to Step 2. The Town Manager may, but need not, hold a meeting with the Union regarding the grievance. The Town Manager shall notify the grievant and the Union of the Town Manager's decision within 7 calendar days following receipt by the Town Manager of the grievance. The decision of the Town Manager shall be determinative of the grievance (and such decision is final and binding under the terms of this Agreement, unless modified by a decision on an arbitrable grievance made in compliance with the following arbitration procedure).

4) If the grievance is arbitrable, and is not resolved by the foregoing grievance procedure, the Union, within seven (7) calendar days after the Town Manager's decision in Step 2, may provide the Town Manager a written notice of its desire to submit the matter to arbitration; said written notice to include a written statement of the position of the Union with respect to the unresolved grievance.

5) Within seven (7) calendar days from receipt of the written notice immediately above, the Parties shall confer to select an arbitrator. In the event the Parties fail to agree on an arbitrator, both parties shall, within seven (7) calendar days, jointly request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service. The Union and then the Town will alternately strike one name at a time from the list as not acceptable until only one remains and this person will be the arbitrator. The Town and the Union will alternate in the right to first strike arbitrators; the initial first strike being determined by a coin toss.

6) As promptly as possible after the arbitrator has been selected, he or she shall conduct a hearing between the Parties and consider the grievance. The decision of the arbitrator will be served upon the Town and the Union in writing. It shall be the obligation of the arbitrator to rule within thirty (30) calendar days after the close of the hearing. The failure of the arbitrator to issue a timely ruling shall not divest the arbitrator of jurisdiction to issue an award. The expense of the arbitration, including, but not limited to, the fee and expenses of the arbitrator and the cost of a court reporter (if used instead of the digital recording below, or in subsequent arbitrations, if needed as a result of a failure of that system) shall be split equally between the Parties. In the discretion of the Union, the parties may use the Easy Digital Meeting Recorder or a similar digital conference recorder operated by personnel provided by the Union to record sessions as an acceptable method of recording the proceedings at no cost to the Town, so long as a certified court reporter may provide the arbitrator and parties with a certified transcript of the proceedings based on that digital recording at the request of either party or the arbitrator within 30 days of the conclusion of the hearing. Each Party shall be exclusively responsible for compensating its own representatives and witnesses.

7) The power and authority of the arbitrator shall be strictly limited to an interpretation of the express terms of this Agreement. He or she shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this Agreement to the Town or the Union or the employees, or to establish or change any wages or rate of pay in this Agreement. The decision of the arbitrator shall be limited to upholding the grievance, or denying the grievance, and the arbitrator shall not have the

authority or right to modify the decision of the Town and, if applicable, the arbitrator may award restoration of any benefits if the grievance concerns an issue of denial of benefits.

8) No decision of any arbitrator or of the Town in one case shall create a basis for retroactive adjustment in any other case.

9) The parties intend that a “make whole” remedy be awarded as to a benefits or grievance over denial of a right under this Agreement, if applicable. All claims for back wages shall be limited to the amount of wages including lost overtime, that the employee otherwise would have earned from the Town. In settlement or other resolution of any grievance resulting in retroactive adjustment including back wages, such adjustment shall be limited to a maximum of 7 calendar days prior to the date of the filing of the grievance at Step 1.

10) The decision of the arbitrator shall be final and binding on both Parties, and the grievance shall be considered permanently resolved, subject to any post-award judicial relief available to either Party under Florida law.

11) It is agreed, with respect to this grievance and arbitration procedure, that:

a) Any grievance, in order to be processed, must be submitted in writing at Step 1 as noted above and contain all of the following: a statement of the grievance and facts upon which it is based; each specific Article and subsection of this Agreement claimed to have been violated, and the remedy or correction requested. Grievances will be resolved at all later stages based on this statement of the grievance.

b) A grievance which is for any reason not advanced to Step 2 or to arbitration within the time limits prescribed herein for such advancement shall be barred. Failure on

the part of the Town to respond within the time limit set forth at any step shall be deemed a denial, and require the Union to proceed to the next step.

c) A time limit at any stage of the grievance procedure may be extended by written and countersigned mutual Agreement of the Union and the Town Manager, including by reciprocal emails agreeing to an extension. No extension of time shall be inferred by any conduct or verbal exchange between the Parties.

d) Any grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after submission to Step 1 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Union claims that a grievance affects the entire unit it may describe the unit generally.

e) Grievances and appeals of denials of a grievance may be delivered to a designated Town official by hand delivery, email to the Chief of Police and to the Clerk of the Town, or facsimile delivery during the hours of 8:00 am until 4:00 p.m., Monday through Friday. Where the last day for such presentation falls on a Saturday, a Sunday or a holiday expressly recognized as such under this Agreement, presentation shall be considered timely if made on the next business day following such Saturday, Sunday or holiday.

ARTICLE 13

VACATION

Bargaining unit members begin to accrue vacation upon employment and are eligible to take vacation after successfully completing six months of employment.

Vacation accrual is calculated based upon paid hourly earnings up to a maximum of 84 hours bi-weekly. Pro-rated accruals are calculated for less than 84 hours. A maximum of 300 hours can be carried over on September 30 of each year. Accrual time will be adjusted to reflect the length of any authorized unpaid leave of absence defined as time off not paid through the Town of Manalapan payroll.

Vacation pay is calculated based on the employee's regular rate of pay in effect when vacation benefits are used. Vacation granted may not exceed the total amount accrued to an employee at the start of the bi-weekly pay period.

Employees who have satisfied all eligibility requirements must submit vacation requests to their department head at least one pay period (14 days) in advance of anticipated vacation. At the beginning of each fiscal year, employees will be able to select two (2) vacation shifts for that year, with the vacation selections prioritized based on the employee's seniority. Requests will be evaluated based upon various factors, including anticipated operating and staffing requirements.

Years of Service	Leave Days Per Year (12 hour day equivalent)	Maximum Hours Earned Per Pay Period	Accrual Per Hour	Hours Per Year
0 through 6	7	3.230	.0385	84
7 through 11	10.5	4.846	.0577	126
12 and over	14	6.461	.0769	168

ARTICLE 14

SICK LEAVE

Paid sick leave benefits are provided for all regular full-time bargaining unit members for periods of temporary absence due to illness or non-job related injuries. Accrued sick leave may also be used to supplement a bargaining unit member's pay up to his or her full-time regular base pay compensation if that employee is receiving worker's compensation benefits and unable to work due to an on-the-job injury. Further, Sick leave may also be used to attend doctor and dentist appointments or to care for an ill family member who resides in the employee's household. Employees are eligible for sick leave benefits upon completion of 90 days of employment. Sick leave will accrue from the date of employment at the rate of .0462 hours for each hour paid up to a maximum of 84 hours bi-weekly. Sick leave accrues for all pay status hours, including while on vacation and while on sick leave. Pro-rated accruals are calculated for less than 84 hours. Employees may accumulate sick leave indefinitely, but all accumulated sick leave will be forfeited upon termination of employment, except as provided herein.

Employees who are unable to report to work due to an illness or a non-job related injury must notify the communications center prior to the scheduled start of their workday. The supervisor should be contacted each additional day of absence. Before returning to work from a sick leave of more than two days, upon request an employee must provide a physician's verification that he or she may return to work and stating any limitations, which need to be accommodated. Employees requesting over 12 days of sick leave must advise their department head or Town Manager of the need for such additional leave and the expected date of return to duty. Employees who have used all accumulated sick leave

and are still unable to return to work, may use accrued vacation leave and accrued compensatory time. Bargaining unit members may participate in the Town's contributed sick leave bank in accordance with Town policy on the same basis as other Town employees.

If employees do not use sick leave in a six-calendar month period beginning January 1 or July 1, they shall earn one additional vacation day.

If an employee has 500 or more hours in his/her sick bank, he/she may cash in up to 84 hours of that banked time 1) in December of each year, or 2) at termination of their employment. However, if an employee chooses to cash in up to 84 hours of banked sick time, then for the following calendar year they will not be eligible to receive donations of sick leave time from other Town employees under the Town's policy on employee donated sick leave, but they may donate their own accrued sick leave time to other employees, in their discretion.

ARTICLE 15

LEAVE WITHOUT PAY

Section 1.

Based on the Town's current number of employees, no bargaining unit members are eligible for leave under the Family and Medical Leave Act (FMLA).

Section 2.

After 365 calendar days of employment, employees are eligible to request leave without pay. All employee requests for unpaid leave must be in writing to the Town Manager, and such requests shall include an explanation of the reason(s) for the leave. Such requests must be made at least 30 days in advance of foreseeable events or as soon as possible for unforeseeable events. A healthcare provider's statement must be submitted verifying the need for leave related to medical problems and its requested beginning and expected ending dates. The Town will consider all such leave requests, in light of any undue operational hardship, but the grant of such leave is in the Town's sole discretion.

Section 3.

Employees will be required to first use any accrued paid leave time before taking any leave without pay. Employees may apply for Short Term Disability payments from insurance carried by the Town during Leave Without Pay. Benefit accruals, such as vacation, sick leave, or holidays benefits, will be suspended during the leave without pay and will resume upon the employee's return to active employment.

Section 4.

Prior to a return to work from leave without pay taken as the result of the employee's own illness or injury, the Town will require an employee to obtain a physician's note releasing the employee to work, and may, in its discretion, require the employee to submit to and obtain a fitness for duty evaluation. The cost, if any, of the physician's note is borne by the employee, and the cost of any Town directed fitness for duty evaluation will be paid by the Town.

ARTICLE 16

HOLIDAYS/PERSONAL DAY

Section 1.

If employed on such dates, employees shall be paid for five (5) holidays on the last regular payroll in May of each year and also shall be paid for six (6) holidays on the first regular payroll of December of each year.

This permits employees to receive holiday pay, whether they work the holiday or not, for the 11 enumerated holidays which are designated for all other Town employees. If they work on a holiday, they receive pay for all hours worked that day, irrespective of this holiday pay. Employees therefore will be paid for Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, in May, and Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday Following Thanksgiving Day, in December.

Section 2.

In addition, non-probationary employees may use one floating personal day each calendar year, scheduled by the employee as authorized within the discretion of the Chief of Police or Town Manager. If not used, this personal day does not carry over to the following calendar year. Pay under this Article is calculated based on the employee's straight time rate for twelve-hour days. Paid time off for holidays or the personal day will not be counted as hours worked for the purpose of determining overtime. Only the hours actually worked on a holiday, if any, count as hours worked in the pay period when calculating eligibility for overtime.

ARTICLE 17

COURT APPEARANCES AND CALL BACKS

Section 1.

Court appearances required of bargaining unit members which arise out of the member's performance of his or her other duties and responsibilities for the Town, and which occur outside of that bargaining unit member's regular shift, shall be treated as time worked, with a minimum of three (3) hours at a rate of one and one half (1.5) times the bargaining unit member's regular rate of pay for appearances in Court.

For the purposes of this article and subsection, each additional court appearance separated from the employee's previous court appearance by a period of more than one hundred twenty (120) minutes qualifies for compensation as described above. The one hundred twenty (120) minute time period is calculated from the time the employee is released by the court until the time stated on the next subsequent subpoena. If the time between the court appearances is less than one hundred twenty (120) minutes, then the employee will be compensated for that period as continuous time.

Section 2.

Bargaining unit members who have left the workplace and are ordered or otherwise directed to return to work shall be paid for all hours worked at straight time or overtime rates as applicable.

Section 3.

Sergeants shall receive \$150 per month as call back pay when they are in an "on call" status.

ARTICLE 18

ASSIGNMENT PAY

Section 1.

Bargaining unit members who receive a special assignment form from the Chief of Police, in writing on a signed special assignment form, as Field Training Officers, Evidence Custodians, Marine Operator, or Armorers shall be paid an additional \$1.00 per hour for all hours worked on the special assignment, up to 84 hours in a pay period. Specifically, Police Officers assigned to the Evidence Custodian assignment and Armorer assignment are paid an additional \$1.00 per hour for all hours worked by those employees, whether or not on duties related to those assignments, for up to 84 hours in a pay period. Field Training Officers are paid an additional \$1.00 per hour for each hour spent with a Trainee Officer performing FTO duties. Police Officers are paid an additional \$1.00 per hour for each hour spent performing Marine Operator related duties. The Chief of Police shall make decisions as to assignments, if any, in his sole discretion.

Section 2.

A police officer who is formally reassigned in writing for an extended period of time as a Sergeant and who is required to temporarily accept responsibility and carry out the duties of a Sergeant shall be paid five percent (5%) above the individual's present base rate for that position while so engaged.

ARTICLE 19

PERSONNEL RECORDS

Each bargaining unit member covered by this Agreement, or legal representative so designated by the bargaining unit member, shall have the right to inspect his/her official files. Such inspection shall take place at reasonable times and at the location where the official personnel file is kept. The bargaining unit member shall have the right to receive a duplicate copy of any item placed in his/her official files at no cost to the member. This Article will not be subject to the Grievance Procedure in this Agreement. Each member may obtain one copy of his/her complete personnel file at the regular charges used by the Town for public records requests. The bargaining unit member shall have the right to include in his or her personnel file/ record, written refutation (including written statements) of any material he or she considers derogatory.

ARTICLE 20

HEALTH INSURANCE

Bargaining unit members shall receive medical, and dental insurance coverage, with benefits, deductibles, co-payments and Town contributions to the cost of such insurance, at rates not less than the Town provides to all other Town employees.

ARTICLE 21

UNIFORMS AND MAINTENANCE ALLOWANCE

Section 1.

The Town shall furnish uniforms to all bargaining unit members who are required to wear such uniforms in the performance of their duties and agrees to replace such uniforms when they are no longer serviceable.

Section 2.

At hiring, the Town shall provide a bullet proof vest to each law enforcement employee, at no initial expense to the officer. If the employee terminates his/her employment, during the first five years of employment, then the cost of this bullet proof vest will pro-rated by months over 60 months based on the employee's tenure, and the employee must reimburse the Town for the balance still owed for this vest. At termination, the employee may take this vest as his/her personal property. This bullet proof vest shall be worn by the Town's police officers at all times while on duty.

Section 3.

During the term of this Agreement, the Town shall provide sworn member's dry cleaning service for a sworn bargaining unit members' uniforms. In addition, the Town shall provide to eligible employees who have been employed by the Town for more than six months, based upon submission to the Town of a paid receipt up to one hundred fifty dollars (\$150.00) for footwear reimbursement annually.

Section 4.

Costs for repair or replacement of watches, eyeglasses, sunglasses, contact lenses, or other authorized personal property damaged or destroyed due to activities of

the employee while in the course and scope of duty will be reimbursed by the Town at a cost not to exceed two hundred (\$200.00) dollars per item. Damaged cell phones will be reimbursed at a cost not to exceed four hundred (\$400.00) dollars per item.

The bargaining unit member making the request for replacement of (or reimbursement for) damaged authorized personal property must provide the Chief of Police with a detailed report describing the incident which caused the damage. The bargaining unit member must also provide the Chief of Police with a paid receipt reflecting the cost of the repair or replacement of the authorized personal property.

ARTICLE 22

SENIORITY

Section 1.

Seniority, as used herein, is defined as the right accruing to bargaining unit members through continuous time in grade and classification, while employed on a full-time basis by the Town, which entitles them to certain considerations and preferences as provided for in this Agreement.

Section 2.

If two (2) or more bargaining unit members have the same classification date, for purposes of breaking a tie, seniority will be determined by the date and time the members' full-time employment began with the Town.

Section 3.

Seniority will be considered in the following matters:

1. Use and selection of Vacation Time for each calendar year shall be governed by seniority as set forth in Article 13, Vacation, provided it is consistent with this Agreement and any Department policy.

2. Seniority shall govern shift bids on an annual basis, as set forth in Article 25, Hours of Work and Overtime, and off-duty details. Of those Officers indicating interest in an advertised off-duty detail, the most senior shall be selected.

3. Layoffs shall be made in the reverse order of seniority.

4. Employees shall be called back from layoff according to seniority for up to four (4) years provided they have maintained their FDLE minimum training requirements.

Section 4.

The Parties recognize that for reasons of operational necessity, seniority may not be the only factor involved. If seniority does not govern, the reasons will be provided to the affected employee when requested by the employee.

ARTICLE 23

RETIREMENT

The Parties agree that the retirement plans in place for all Town employees shall be applicable to the bargaining unit employees as well.

The Town has created the Town of Manalapan General Employees' and Police Officers' Retirement Fund (the "Fund"), and bargaining unit members are included in this defined benefit program. The Fund has benefits as provided in the Town of Manalapan Code of Ordinances which governs the Fund. The Fund is referenced in Title III, Chapter 31, Section 31.17, Town of Manalapan Code. The said retirement plan shall be subject to and governed by all applicable provisions of the Town's existing rules and regulations and all applicable provisions of law.

Upon completion of an employee's introductory period, the Town shall match, up to the amount set forth below of employee contributions made per contract year, in any established 457 plan or 401A plan, established by the Town.

Tenure as a full-time employee	Town 457 Maximum Match
2 to 6 years	\$5,000.00
7 to 12 years	\$7,500.00
13 years +	\$10,000.00

Upon retirement with at least ten years honorable service to the Town an employee shall receive a retirement badge, retirement photographic identification card and their duty firearm.

ARTICLE 24

TUITION REIMBURSEMENT

The Town will pay an educational incentive, up to a potential payment of \$3,000 per calendar year, to full time bargaining unit members, as follows:

If a covered employee has, or achieves during employment, a grade of A in his/her courses, that employee will receive 100% of the potential reimbursement.

If a covered employee has, or achieves during employment, a grade of B in his/her courses, that employee will receive 75% of the potential reimbursement.

If a covered employee has, or achieves during employment, a grade of C in his/her courses, that employee will receive 50% of the potential reimbursement.

Employees must comply with the Educational Assistance – Tuition Reimbursement Policy of the Town.

ARTICLE 25

HOURS OF WORK AND OVERTIME

1. Shift work is defined as seven (7) 12 hour shifts in a fourteen (14) day work cycle. The 14 day cycle shall consist generally of two days on, followed by two days off, followed by three days on, followed by two days off, followed by two days on, and followed by three days off. Day shifts are defined as 0600 Hours until 1800 Hours. Night shifts are defined as 1800 Hours until 0600 Hours.

2. Shift assignments. Police Officers will bid for shift assignments based upon seniority annually. After working on a chosen shift, by seniority-based shift bid, for two consecutive years, the Police Officer then shall rotate to the opposite shift for the following one (1) year, unless directed otherwise in the discretion of the Chief of Police or designee. The Chief of Police may request and consider the officer's preferences when assigning the officers following the two-year bid period. After the one-year alternate period, the officers again will bid for shift assignments based on seniority. Sergeants may be assigned to shifts with hours that are different from the day shift/night shift identified above, at the discretion of the Chief of Police or designee. Employees who are assigned to regularly work the night shift will receive the night shift differential identified below.

3. In the event of a vacancy between shift assignments, the filling of that vacancy shall be based on operational needs as determined by the Police Chief.

4. All employees are required to be present at and on their assigned jobs for the total hours in the work shift unless absence from duty is authorized by the appropriate authority. All absences shall be properly recorded and charged.

5. Employees may be required to work extra duty in addition to regularly scheduled hours. Conditions that warrant utilization of extra duty assignments shall include, but are not limited to, emergency call back and short manning.

6. Overtime hours and overtime compensation shall be defined, calculated and implemented as prescribed by the Fair Labor Standards Act and the United States Department of Labor. The Town will treat unit employees under Section 7(k) of the Fair Labor Standards Act, except the Town will compensate non-exempt unit employees at one-and-one-half times the regular rate of pay for hours worked in excess of 84 in a 14 day work cycle.

7. All hours worked by employees, and all straight time compensation and overtime compensation will be recorded, calculated and paid on the basis of actual hours worked in pay periods and work periods. No time not actually worked shall constitute hours worked for Fair Labor Standards Act purposes. All record keeping shall be in accordance with the requirements of the Fair Labor Standards Act. The manner of record keeping shall be at the Town's discretion.

8. All overtime hours shall be paid at one and one half ($1\frac{1}{2}$) times the regular rate of pay or, with the approval of the Chief of Police or designee, through compensatory time at the same rate of one and one half ($1\frac{1}{2}$) of Comp Time for each hour of overtime worked. No more than 40 hours of Comp Time may be accrued at the end of each fiscal year. Accrued and unused Comp Time will be paid out upon separation from the Town. Requests for the use of earned compensatory time may be granted if a member requests to use compensatory time at least fourteen (14) calendar days in advance. If less than fourteen (14) calendar days' notice is provided, the member shall state the reason for the

requested leave and, again, the granting of the request shall be at the discretion of the Police Chief or his/her designee. This provision shall not apply to major holidays, upon the Police Chief's determination that the Department will suffer undue operational hardship, or upon the Chief's determination that the Department is, or will be, in a state of emergency. Compensatory time may only be requested up to a maximum of ninety (90) days in advance.

9. Utilization of overtime, assignment of overtime and selection of personnel to work overtime shall be for both scheduled and non-scheduled work, and shall be done at the discretion of the Chief of Police or designee.

10. Employees shall be provided with no less than 4 hours' notice if they are ordered to return to work. If employees are ordered to come into work with less than 4 hours' notice, they must articulate a reasonable explanation for being unavailable. Same shift members (e.g., day shift, midnight shift) shall be called first, if feasible, to fill the vacant shift.

11. Hours of work for any employee shall not exceed 18 consecutive hours.

12. Members who are regularly assigned to work night shifts will receive an additional \$1.00 per hour supplement in addition to their base rate of pay for those hours worked. Such differential pay shall be computed in those members' paid leave and overtime rates. Regular night shift means an annual assignment to the shift starting at 6:00 pm and ending at 6:00 am.

13. Details at private establishments will be offered at fifty dollars per hour (\$50.00), with a four-hour (4 hour) minimum. Hours worked on private details are not

hours worked for overtime purposes. Officers may check out a Town patrol car for use on the detail, according to Town protocol.

ARTICLE 26

TRANSFERS AND SHIFT EXCHANGES

Section 1.

It shall be the right of the Town to transfer bargaining unit members for operational necessity. Except if there is an unexpected event which occurs, if a transfer is a permanent change in the bargaining unit member's assignment, shift, or days off (except in the Departments or assignments excepted herein), seven (7) working days' notice will be provided prior to the transfer. This provision may be waived by mutual agreement of the Parties.

Section 2.

Bargaining unit members who are involuntarily transferred to another assignment will retain and carry with them any approved vacation time. Involuntarily transferred bargaining unit members shall be entitled to use such time as previously scheduled.

Section 3.

Bargaining unit members within the same rank and assignment may exchange individual shifts within the same fourteen (14) day work period with the prior written approval of the Chief of Police, or his designee. All requests must be made in writing at least seven (7) days prior to the date on which the first shift is to be exchanged, must indicate the reasons for the request, when the shifts will be worked and paid back and must be approved in writing twelve (12) hours prior to the start time of the shift to be exchanged. The bargaining unit member who would work the first of the two shifts is responsible for getting the prior written approval. Both the bargaining unit members who agree to work a shift for another bargaining unit member and the exchanging member will

be held accountable for nonattendance. An employee shall not work for two full consecutive shifts as a result of a shift exchange.

ARTICLE 27

TRAINING

Section 1.

In service training generally shall be conducted regularly, and attendance is mandatory. The training may be cancelled for the month with reasonable notice.

Section 2.

The Town will provide one week's advance notice for any training scheduled for weekends.

Section 3.

Any training beyond Miami-Dade, Broward, Martin, St. Lucie, and Palm Beach County will allow for an overnight stay paid for by the Town. When training in Miami-Dade County involves a two-day class, the night between the training days will allow for an overnight stay paid for by the Town.

ARTICLE 28

WAGES

Section 1. Effective October 1, 2023, all non-probationary bargaining unit members shall receive a 7% adjustment of their base pay. Once a probationary employee successfully completes the introductory period, he/she will receive the 7% adjustment. Any retroactive payment, if applicable, will be paid by the Town in the first pay period after ratification of this Agreement in which accurate calculation and payment of such compensation is practicable.

In addition, employees will receive a gas allowance in 12 equal monthly installments of \$200 per month paid in the final pay period each month during the fiscal year ending with the September 2024 payment, as long as the employee is employed with the Town, which gas allowance will not affect the base wage rates.

Section 2. Effective October 1, 2024, all bargaining unit members shall receive a 7% adjustment of their base pay.

Section 3. Effective October 1, 2025, all bargaining unit members shall receive a 7% adjustment of their base pay.

Section 4. Top Out. All Police Officer salaries will top out, or be at maximum salary, at \$92,000 annually, in year 1 of this Agreement. In year 2 of this Agreement, the top out maximum salary will be increased by 1% to \$92,920.00. In year 3 of this Agreement, the top out maximum salary will be increased by 1% to \$93,849.20.

ARTICLE 29

WORKERS' COMPENSATION

A bargaining unit member covered by Chapter 440, Florida Statutes, and in accordance with provisions set forth herein, shall be entitled to benefits in accordance with that Florida Statute.

ARTICLE 30

FUNERAL EXPENSES AND BEREAVEMENT LEAVE

Section 1.

The Town shall provide bargaining unit members with life insurance policies with terms and benefits not less than \$40,000 as a lump sum benefit.

Section 2.

A member shall be granted up to three (3) days paid bereavement leave for the death of any immediate family member, or five (5) days paid bereavement leave for the death of any immediate family member requiring travel outside of Florida.

Immediate family member is defined as father, mother, son, daughter, husband, wife, domestic partner residing in the same household as member, brother, sister, grandfather, grandmother, grandfather-in-law, grandmother-in-law, great-grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister.

ARTICLE 31

BARGAINING UNIT MEMBERS' RIGHTS

Sworn law enforcement personnel shall be afforded all rights under Section 112.532 to 112.534, Florida Statutes, Law Enforcement Officers' and Correctional Officers' Rights. Any concerns of the Union or the bargaining unit member related to this Article are not subject to the grievance and arbitration procedure of this Agreement as the primary subject of a grievance.

ARTICLE 32

LONGEVITY PAY AND SERVICE AWARDS

Employees are eligible to receive a longevity or service award at five (5) year increments as a lump sum payment. The calculation is based on years of service through the member's anniversary date.

Full time employees will receive the following:

- Completion of 5 years of employment \$2,000.00
- Completion of 10 years of employment \$4,000.00
- Completion of 15 years of employment \$6,000.00
- Completion of 20 years of employment \$8,000.00

ARTICLE 33

PHYSICAL FITNESS

The Town will provide all bargaining unit members who opt in with reimbursement of the cost of gym membership, up to \$350 per year.

ARTICLE 34

SEVERABILITY

Should any final decision of any Court of competent jurisdiction or administrative agency or any federal, state or local legislation affect any practice or provision of this Agreement, only the practices or provisions so affected shall become null and void, otherwise all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 35

ENTIRE AGREEMENT

This Agreement contains the entire contract, understanding, undertaking and agreement of the Parties hereto and supersedes any prior or contemporaneous agreements, contracts, understanding or arrangements between or among the Parties regarding the terms and conditions of employment governed by this Agreement, and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise provided herein or by law.

SIGNATURE PAGE

Except as otherwise provided herein, this Agreement shall be effective upon ratification, and shall continue in force and effect from its ratification until its expiration date of September 30, 2026, or otherwise until a successor Agreement is ratified by the Parties.

IN WITNESS THEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the dates noted below.

FOR THE TOWN OF MANALAPAN, FLORIDA

TOWN MAYOR

TOWN MANAGER

Date: _____:

As to form:

TOWN LEGAL COUNSEL

FOR THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC.



JOHN S. KAZANJIAN, President

5-29-23

Date



ERNEST W. GEORGE, Executive Director

As to form:



LEGAL COUNSEL



TOWN OF MANALAPAN

AGENDA ITEM SUMMARY

Meeting Date: July 25, 2023

Agenda Item No.: CA.6

Agenda Item Name: Approval of Annual Progress Report 2023-FEMA Community Rating System

ACTION REQUESTED: Discussion ☐ Action ☒

BACKGROUND:

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

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

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

ATTACHMENTS:

- Annual Progress Report



TOWN OF MANALAPAN

600 South Ocean Boulevard, Manalapan, Florida 33462-3398
Telephone (561) 585-9477 Fax (561) 585-9498
Email: townhall@manalapan.org www.manalapan.org

Annual Progress Report 2023-FEMA Community Rating System

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

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

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

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

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

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

This information was presented to the Town Commission on July 25th, 2023.

Thank you.

Erika Petersen
CRS Coordinator
Town of Manalapan



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: July 26, 2022

Agenda Item No.: RA 1

Agenda Item Name: Permit Extension Request – 1460 South Ocean Boulevard, LLC, 1460 S. Ocean Boulevard

ACTION REQUESTED: Discussion ☐ Action ☐

BACKGROUND:

Coastal Construction, General Contractor for 1460 S. Ocean Boulevard, is requesting a third permit extension for the permit set to expire August 26th, 2023. The owner's original permit for construction (#7892) was issued on September 28, 2018 and expired on September 28, 2020, the permit fee was \$291,530.50. Thirty days prior to the expiration, the owner requested a permit extension of two years, but it was denied by Town Commission on January 26, 2021. Instead, the Town Commission granted an extension to February 26, 2021. A new permit (#8136) was issued February 26, 2021 with a fee paid of \$170,450.61. This permit is set to expire August 26, 2023 (this date includes the six month COVID extension). The owner is requesting this permit be extended until April 26th, 2024, an extension of eight months. The remaining cost to complete is stated as \$3,838,660.

ATTACHMENTS:

- Letter from Coastal Construction
- Cost to complete



June 23th, 2023

VIA EMAIL

[\(alynch@manalapan.org\)](mailto:alynch@manalapan.org)

Town Commission
The Town of Manalapan
600 S. Ocean Boulevard
Manalapan, FL 33462
Ms. Allyson Lynch
Administrative Assistant
The Town of Manalapan
600 S. Ocean Boulevard
Manalapan, FL 33462

Re: Permit Extension re. 1460 South Ocean Boulevard, LLC project (the Project”) located at 1460 S. Ocean Boulevard, Manalapan FL

Dear Town Commission and Ms. Lynch:

Please accept this notification as our formal request, on behalf of the Owner, for a permit extension of Permit No. 8136, for 1460 S. Ocean Boulevard (copy attached). This request is for an additional eigh (8) months, through April 26th, 2024, due to ongoing changes to the Interior Design and other matters concerning the project.

Thank you very much for your consideration of our request. Please do not hesitate to contact me at your convenience if you have any questions.

Sincerely,

Goran Ljustina

Coastal Homes
Goran Ljustina, Senior PM

Attachment-

1. Cost of work to complete
2. Permit No. 8136

cc.

Lisa Hamilton
Ed London
Robert Olsen

Coastal Family of Companies

Attachment No. 1- Cost of work to complete

DESCRIPTION OF WORK	BALANCE TO FINISH
SITEWORK	\$437,000.00
LANDSCAPE	\$ 300,000.00
STAIR	\$145,000.00
CABINET INSTALL	\$80,000.00
DOORS INSTALL	\$36,000.00
FINISHES	\$1,706,000.00
SPECIALTIES	\$68,000.00
APPLIANCES	\$150,000.00
POOLS AND FOUNTAINS	\$250,000.00
CONVEYING EQUIPMENT	\$3,660.00
MECHANICAL AND PLUMBING	\$276,000.00
ELECTRICAL	\$387,000.00
HOUSE SUBTOTAL	\$ 3,838,660.00



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: July 25, 2023

Agenda Item No.: RA 2

Agenda Item Name: **Special Exception SE 23-1** 3050 S. Ocean Blvd, LLC,
3050 South Ocean Boulevard

ACTION REQUESTED: Discussion ☒ Approval ☐

BACKGROUND:

SE 23-1 3050 S. Ocean Boulevard – 3050 S. Ocean Blvd, LLC, seeks the Town Commission's approval for a special exception use to construct a pedestrian passageway under South Ocean Boulevard (Florida Highway A1A) pursuant to Sections 151.053(E) and 151.581, Town Code.

ATTACHMENTS:

- Special Exception Application
- Pedestrian Passageway Criteria
- Development Drawings



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: 6/13/23

Property Control # _____

PROPERTY OWNER(S)	AUTHORIZED AGENT(Required if owner not presenting)
Name: <u>3050 S. Ocean Blvd. LLC</u>	Name:
Address: <u>170 S.E. 14th St. Suite 101</u> <u>Miami, FL 33131</u>	Address:
Phone: <u>786-361-0971</u>	Phone:
E-mail: <u>Front@ki2f.com</u>	E-mail:

ARCHITECT/LANDSCAPE ARCHITECT	DEVELOPER/CONTRACTOR:
Name: <u>EDUARDO VAZQUEZ RA</u>	Name: <u>Salomon Zrihen</u>
Company Name: <u>EAV LTD, LLC</u>	Company Name: <u>Open Sights Construction LLC</u>
Address: <u>8425 BISC. BLVD Suite 103</u> <u>MIAMI, FL 33138</u>	Address: <u>2440 NE 201 Street</u> <u>Miami, FL 33180</u>
Phone: <u>786 277 4512</u> Cell:	Phone: <u>786-251-8501</u> Cell: <u>786-251-8501</u>
E-mail: <u>EAVARCHITECT@GMAIL.COM</u>	E-mail: <u>Salomon@ki2f.com</u>

APPLICANT'S CERTIFICATION

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

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

Signature-Owner or Authorized Agent _____

Print Name Pascal Nicolai

STATE OF FLORIDA, COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9 day of June 2023.

by Pascal Nicolai as CEO for 3050 S Ocean Blvd

Personally known X or Produced Identification _____

Type of Identification _____

Hina Ayes
Notary Signature

SEAL



Hina Ayes
Print Notary Name

CHECK BELOW WHERE APPLICABLE

(Payable by check only)

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

(See page 7 for definitions of Levels)

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

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

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

Updated 02/10/2023

GENERAL DATA for NEW HOMES

(Required for Level 4 only)

Project Location: 3050 S. OCEAN BLVD. District: R1-A

Proposed Zoning: SINGLE FAMILY

Total Site Area: _____ Sq. Ft. _____ Acres

Flood Zone Category: _____

Is site currently served by public water? Yes ☒ No ☐

Is site currently served by public sewer? Yes ☐ No ☒

Describe briefly the nature of any improvements presently located on the subject property.

NEW HOME UNDER CONSTRUCTION

Describe type of operation or business proposed; or the proposed construction.

N/A

Describe in detail the phasing of the proposed development (Attach if insufficient space).

N/A

State the reasons or basis for the Approval request, and explain why this request is consistent with good planning and zoning practice, will not be contrary to the Town's Comprehensive Plan, and will not be detrimental to the promotion of public appearance, comfort, convenience, general welfare, good order, health, morals, prosperity, and safety of the Town. Additionally, all standards set forth in the Town Code of Ordinances for Special Exceptions, Variances, Administrative Appeals, etc. must be addressed. (Attach a separate Justification Statement if insufficient space.)

NEW CABANA ON EAST SIDE OF PROPERTY

Has any previous Application been filed within the last year in connection with the subject property?

(Yes) (No). If yes, briefly describe the nature of the Application.

SINGLE FAMILY HOME

Has a site plan been previously approved by the Town Commission for this property? (Yes) (No). If yes, please note date of previous approval. Feb 2023

< ARANA

SITE DATA FOR NEW HOMES ONLY

(Required for Level 4 only)

Setback Requirements

Front Yard: 50' _____ Required
Rear Yard: N/A _____ Required
Side Yard: 20' _____ Required
Average Lot Width: 70' _____

Lot Coverage

Lot Size _____ x _____ = _____ Sq. Ft.
Total Bldg. Coverage Shown _____ = _____ Sq. Ft.
% of Lot Coverage _____
Greenspace _____

Floor Areas

Basement Area _____ = _____ Sq. Ft.
First Floor A/C Area _____ = 488 Sq. Ft.
Second Floor A/C Area _____ = _____ Sq. Ft.
Total A/C Area _____ = _____ Sq. Ft.

Floor Height

Basement Ceiling Height _____ = _____ Above Msl.
Established Ground Floor Height: _____ = _____ Above Msl
Second Floor Height: _____ = _____ Above Msl
Ceiling Height First Floor: _____
Ceiling Height Second Floor: _____

Building Height

Ceiling at 2nd Floor = N/A _____ Above Finished First Floor
Total Bldg Height (Top Of Roof Peak) = 12-6 _____ Above 1st Floor

Building Grade

Grade 15.0' _____ NAVD



TOWN OF MANALAPAN

600 South Ocean Boulevard

Manalapan, FL 33462-3398

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

**SPECIAL EXCEPTION USE WITH SITE PLAN REVIEW APPLICATION
PEDESTRIAN PASSAGEWAY**

Building Permit applications, which require a special exception use review, cannot be issued until the Town Commission has considered and approved such request. Application must be made by the owner of the land or the owner may authorize a designee, agent or representative by power of attorney filed with the Building Official.

Eleven (11) sets of the completed application with all required information must be submitted to the Town Clerk thirty (30) days prior to the next Town Commission Meeting. The Town Commission Meetings are scheduled on the fourth Tuesday of each month at 10:00 a.m. Proper application exhibits are required as follows:

1. Plans, documents and other material to adequately depict and support the request. Also any specific information required by Town Code for specific request. i.e. pedestrian passageway
2. Plot plan to scale identifying the following:
 - a. location of structure (s)
 - b. lot size
 - c. setbacks
 - d. percentage lot coverage
 - e. percent landscaped open space (front yard and total lot)
 - f. finished topographical elevations
3. A letter of request must note each section of the Town of Manalapan Zoning Code in which a special exception use & site plan review is being requested and must also include the applicant's responses to the attached criteria.
4. A non-refundable fee of seven hundred and fifty dollars (\$750) made payable to the Town of Manalapan must be presented with the completed application.

Notice for TCOM's approval/denial hearing, on the application, shall be sent by facsimile, electronic mail, hand delivery or bulk mail to all town residents at least ten (10) days prior to the meetings.

In order to grant a special exception use review approval from the terms of the Town of Manalapan Zoning Code, the Town Commission must and shall find affirmative responses to the criteria as found in Section 151.568(A) and 151.581. Please contact Lisa Petersen, Town Clerk at 561-585-9477 if you have any questions.

SECTION 151.568 SPECIAL EXCEPTION USES

Special exception uses and their related accessory uses or any expansion, enlargement or modification of an existing special exception use shall be permitted only after Site Plan Review (Sections 151.666 thru 151.669), and then only upon authorization by the Town Commission after written application therefore, provided that such uses shall be found by the Town Commission to comply with the following requirements and other applicable requirements as set forth in Chapter 151 of the Manalapan Zoning Code.

Special Exception Uses Criteria

(1) 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 passageway is so designed and located that the public health safety, morals and general welfare will not be affected

(2) 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: The use will not cause injury to the values of the other properties in the neighborhood.

(3) 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 passageway use will be located entirely below grade so as to not impair light and air to adjoining properties.

(4) That adequate landscaping and screening is provided.

Response: Existing landscape and site walls will be enhanced to provide screening from Highway A1A and from adjacent properties.

(5) That adequate off-street parking and loading is provided and ingress and egress is so designated as to cause minimum interference with traffic on abutting streets.

Response: Pedestrian ingress and egress will not interfere with vehicular traffic on A1A.

(6) 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 use conforms with all height, bulk and setback regulations governing the R1-B Zoning District.

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

Response: The use will not cause economic, noise, glare or odor impacts on neighboring properties.

In addition to the prior listed requirements for Special Exception Use Review, there are additional requirements regarding pedestrian passageways in Zoning Districts R1-A and R1-B.

Each condition (A) through (Q), as set forth in Section 151.581, shall be addressed in writing and shall be depicted on the building plans where applicable. Failure to respond may deem the application incomplete.

(A) The passageway shall not be designed or constructed so as to be connected to any dwelling or beach house, or allow indoor or covered passage to and from such dwelling or beach house.

Response: The passageway is independent/ not connected to the main dwelling or beach house.

(B) The passageway shall not contain any habitable space, storage space, garage, or room, but shall be designed and constructed so as to provide only for under-road access.

Response: No Habitable space, storage space, garage ,or room is contained in the passageway.

(C) The passageway shall not exceed eight feet in width on any horizontal plane.

Response: The passageway does not exceed eight feet in width.

(D) The passageway shall be limited to pedestrian access, and access for handicapped persons, but shall not allow use by any vehicle, which must be licensed to use public roadways.

Response: The passageway will be limited to pedestrian access.

(E) The passageway shall have a side set back from the side lot lines of no less than twenty (20) feet.

Response: The passageway has a side setback in excess of 20 ft.

(F) Prior to the issuance of a town building permit, the applicant shall obtain and furnish to the town all necessary permits from the Florida Department of Transportation, Florida Department of Environmental Protection, and other governmental bodies and agencies having jurisdiction.

Response: It is understood that DOT and DEP permits are necessary in order to apply for a town building permit.

(G) The passageway shall be well lit on the inside and lights shall be placed at each end of the passageway outside the passageway.

Response: Such lighting will be provided.

(H) Secure doors shall be placed at each end of the passageway.

Response: Secure doors will be placed at each end of the passageway.

(I) The bottom of the passageway should be higher than the FEMA flood stage elevations (this will restrict direct flow of water from the ocean to the Intracoastal waterway during peak storm surge).

Response: The bottom of the passageway will be set at elevation 7.0 NGVD 5.5 NAVD

(J) Minimum vertical clearance of the passageway should be six feet eight inches, and maximum vertical clearance should be no more than necessary.

Response: The vertical clearance of the passageway will be 8'0"

(K) Berm and dune elevations on the ocean side of the passageway should be constructed in such a way to limit wave uprush into the passageway area.

Response: The natural dune elevation on the Ocean side of the passageway will not be altered.

(L) Berms on the west side of A-1-A should be graded in such a way as to form a barrier to direct flow of water through the passageway.

Response: The grade on the west side of A1A will remain the approximate grade of 21' NAVD.

(M) Side yard set backs of the passageway should allow adequate space for utilities, water, electric and the like to pass either over the top of the passageway or below the foundation of the passageway.

Response: The passageway will be situated to allow for the underground utilities to pass over the top pf the passageway.

(N) The planning of the passageway should allow adequate space for utilities, water, electric and the like to pass either over the top of the passageway or below the foundation of the passageway.

Response: The passageway will be situated to allow for the underground utilities to pass over the top pf the passageway.

(O) While the passageway will extend seaward of the new Coastal Construction Control Line (CCCL), it should not extend easterly beyond the setback from South Ocean Boulevard, and it should not extend westerly beyond the setback from South Ocean Boulevard.

Response: The passageway will be located between said setbacks.

(P) The applicant for a permit with the town should have a registered engineer who is a coastal engineer, certify that the passageway has been designed in such a way to preserve the natural protection afforded by the dune and that the passageway will not increase the risk and/or amount of coastal flooding landward of South Ocean Boulevard.

Response: The Engineer for this project is William Stoddard P.E. who specializes in Coastal Engineering.

(Q) Any and all use of the passageway shall be strictly prohibited unless and/or until a Certificate of Occupancy has been issued for an associated single family dwelling that is located on the same lot or lot of record as the subject passageway. Additionally, if the associated single family dwelling becomes uninhabitable, is abandoned or ceases to exist for any reason whatsoever, any and all use of the subject passageway shall be strictly prohibited unless and/or until a Certificate of Occupancy is issued for a subsequently constructed or rehabilitated single family dwelling.

Response: The passageway will not be used until Certificate of Occupancy has been issued for the associated single family dwelling.

SECTION 151.666 SITE PLAN REVIEW

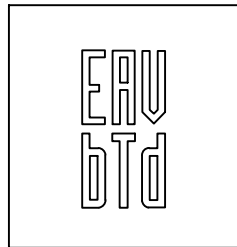
151.666 (B) The primary purpose of the site plan review process is to examine for potential adverse impact on the adjacent area, neighborhood or town, those uses having characteristics identified as possessing the potential for negative impact, and to insure such uses are located, sited and designed that they may result in a positive contribution to their area, neighborhood and town.

PROPOSED TUNNEL

3050 S OCEAN BLVD
MANALAPAN, FLORIDA



ARCOM SUBMITTAL 6-13-23



EAV / BTD LLC.
8425 Biscayne Blvd., Suite 103
Miami, FL 33138
T:305.758.4566
F:305.758.4567
www.bgtmarchitectstudios.com

X: EDUARDO ALBERTO VAZQUEZ - AR 0014369
ARCHITECTURE

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logu
miami

PROJECT NAME:

**3050 S. OCEAN BLVD.
NEW CONSTRUCTION**

PROJECT ADDRESS:

3050 SOUTH OCEAN BLVD.
MANAPALAN, FL 33462

OWNER

SEAL / SIGNATURE / DATE:

Eduardo A. Vazquez, R.A.
AR 14369

REVISIONS

DATE	REV	DESCRIPTION

KEY:

COVER

SCALE:

PROJECT NUMBER: 3050

DATE ISSUED:

DRAWN: JV

CHECKED: EAV

COVER



EAV / BTD LLC.
8425 Biscayne Blvd., Suite 103
Miami, FL 33138
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PROJECT NAME:

**3050 S. OCEAN BLVD.
NEW CONSTRUCTION**

PROJECT ADDRESS:

3050 SOUTH OCEAN BLVD.
MANAPALAN, FL 33462

OWNER

SEAL / SIGNATURE / DATE:

Eduardo A. Vazquez, R.A.
AR 14369

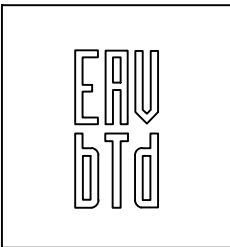
REVISIONS		
DATE	REV	DESCRIPTION

KEY:

RENDERINGS

SCALE:
PROJECT NUMBER: 3050
DATE ISSUED:
DRAWN: JV
CHECKED: EAV

RENDERINGS



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Miami, FL 33138
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PROJECT NAME:
**3050 S. OCEAN BLVD.
NEW CONSTRUCTION**

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MANAPALAN, FL 33462

OWNER

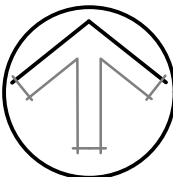
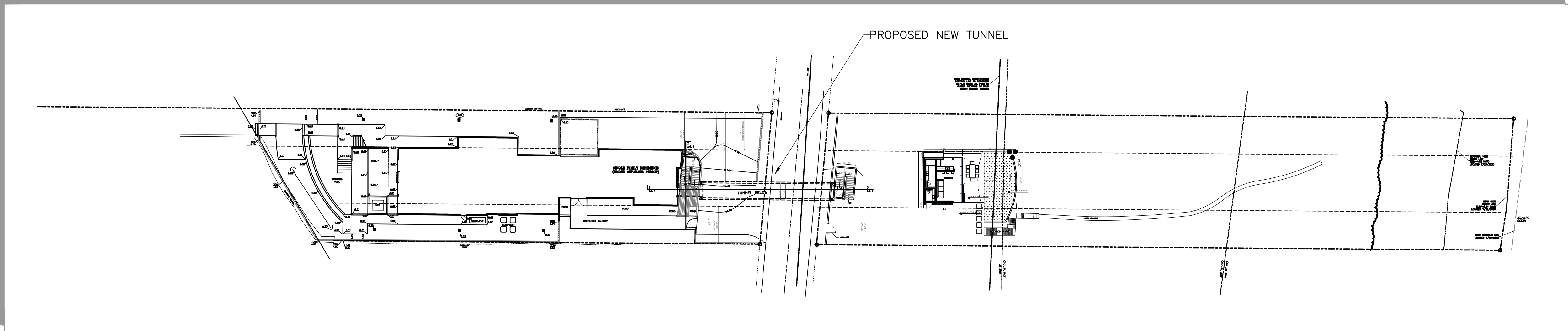
SEAL / SIGNATURE / DATE:

Eduardo A. Vazquez, R.A.
AR 14369

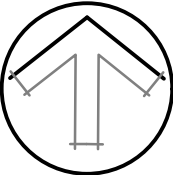
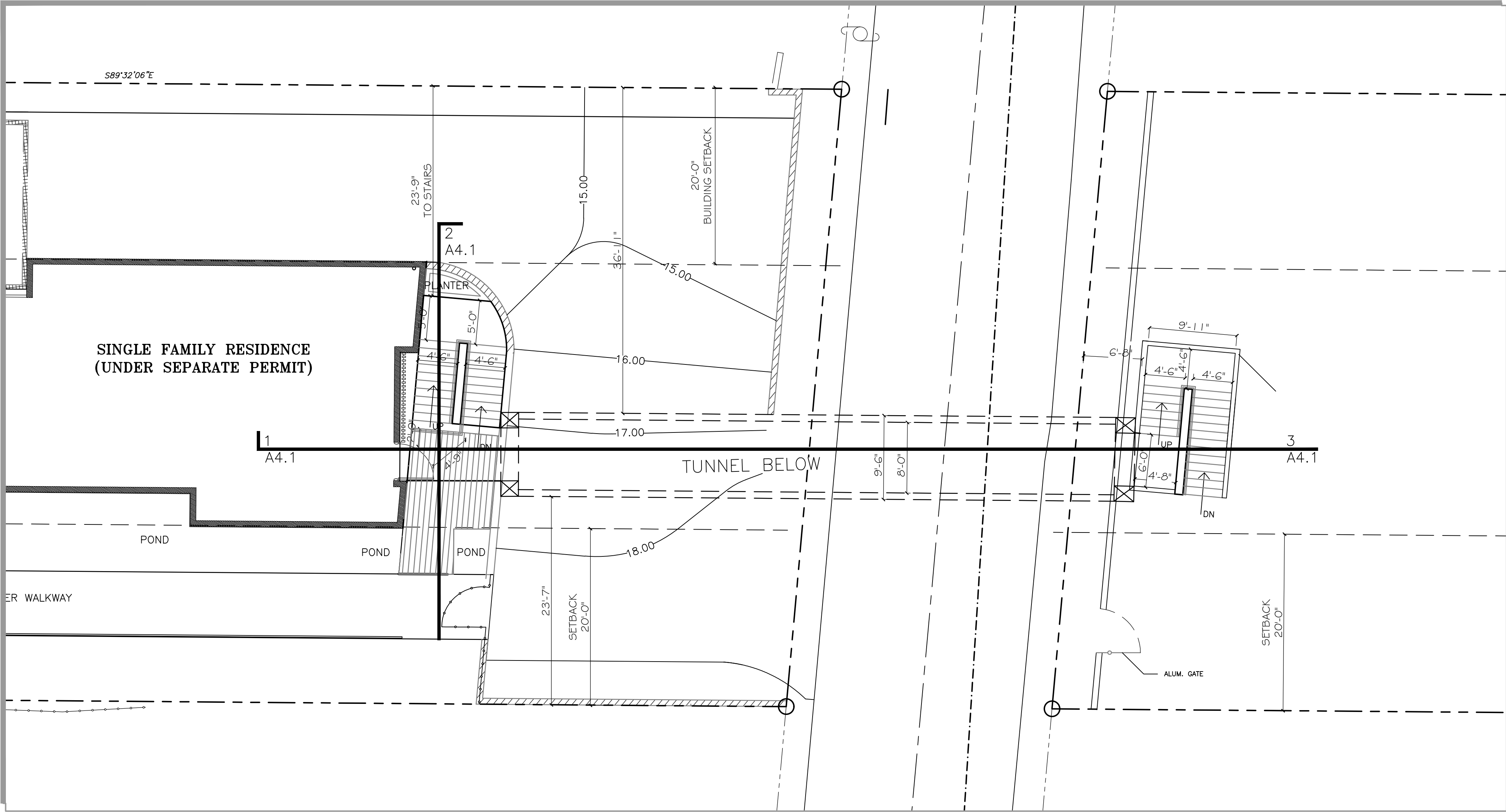
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DATE	REV	DESCRIPTION

KEY:
**OVERALL SITE
PLAN AND TUNNEL
SITE PLAN**

SCALE:
PROJECT NUMBER: 3050
DATE ISSUED:
DRAWN: JV
CHECKED: EAV



OVERALL SITE PLAN
SCALE: 1/32"=1'-0



TUNNEL SITE PLAN
SCALE: 1/8"=1'-0



EAV / BTD LLC.
8425 Biscayne Blvd., Suite 103
Miami, FL 33138
T:305.758.4566
F:305.758.4567
www.bgtmarchitectstudios.com

X: EDUARDO ALBERTO VAZQUEZ - AR 0014369
ARCHITECTURE

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PROJECT NAME:
**3050 S. OCEAN BLVD.
NEW CONSTRUCTION**

PROJECT ADDRESS:
3050 SOUTH OCEAN BLVD.
MANAPALAN, FL 33462

OWNER

SEAL / SIGNATURE / DATE:

Eduardo A. Vazquez, R.A.
AR 14369

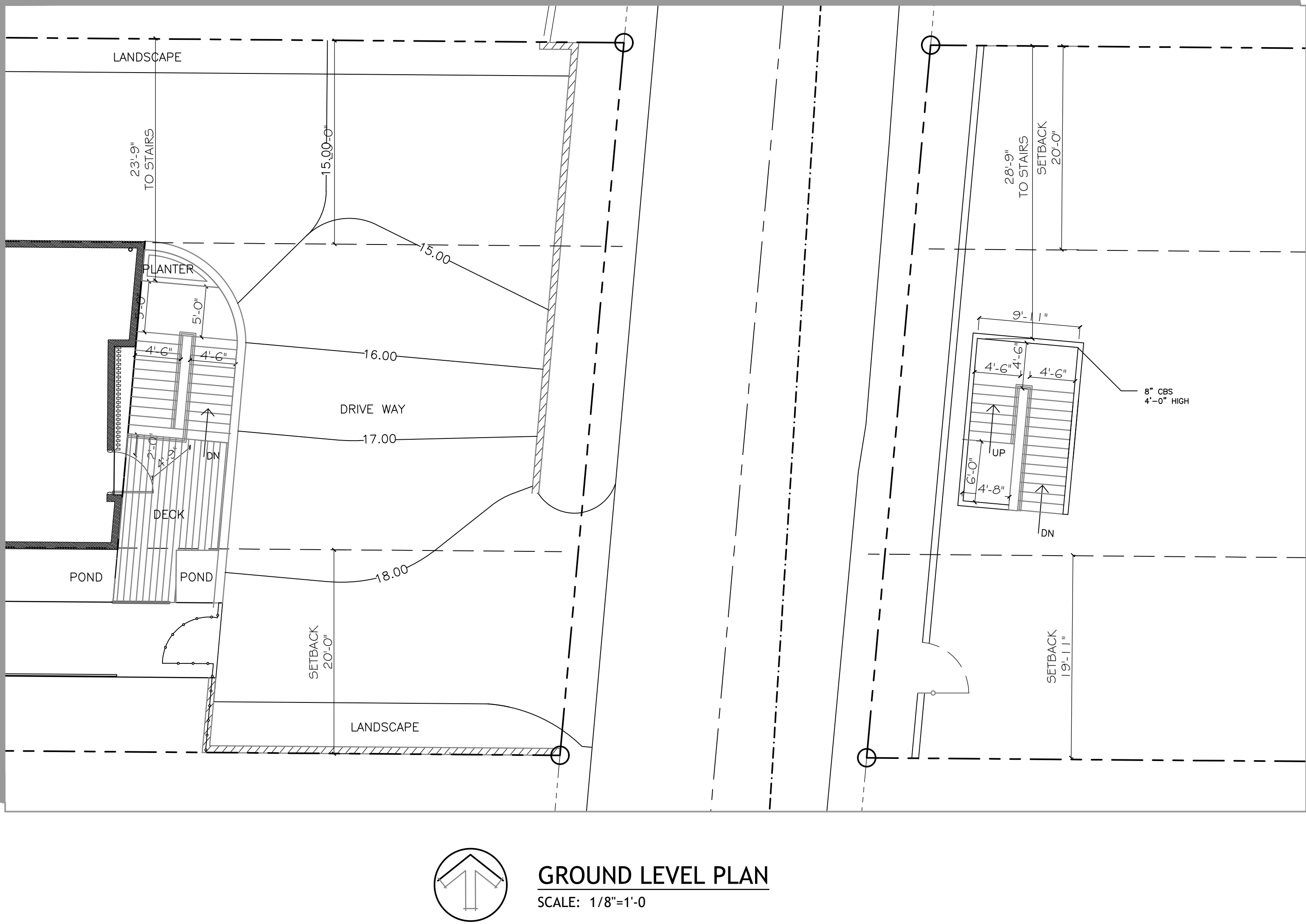
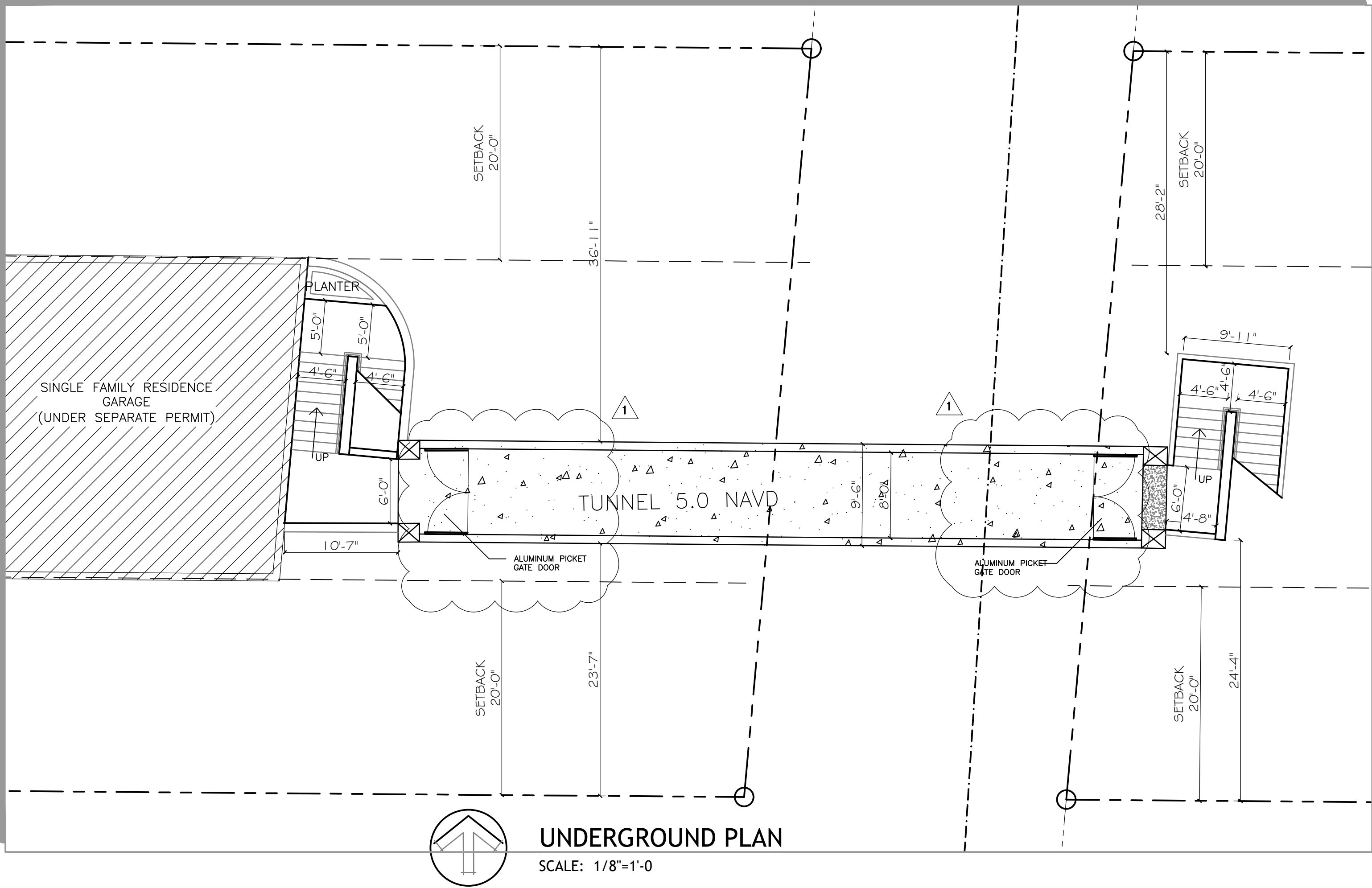
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DATE	REV	DESCRIPTION
6/30/23	1	

KEY:

**TUNNEL FLOOR
PLANS**

SCALE:
PROJECT NUMBER: 3050
DATE ISSUED:
DRAWN: JV
CHECKED: EAV

A2.0





PROJECT NAME:

**3050 S. OCEAN BLVD.
NEW CONSTRUCTION**

PROJECT ADDRESS:

3050 SOUTH OCEAN BLVD.
MANAPALAN, FL 33462

OWNER

SEAL / SIGNATURE / DATE:

Eduardo A. Vazquez, R.A. AR 14369		
REVISIONS		
DATE	REV	DESCRIPTION
6/30/23	1	

KEY:

**TUNNEL
SECTIONS**

SCALE:

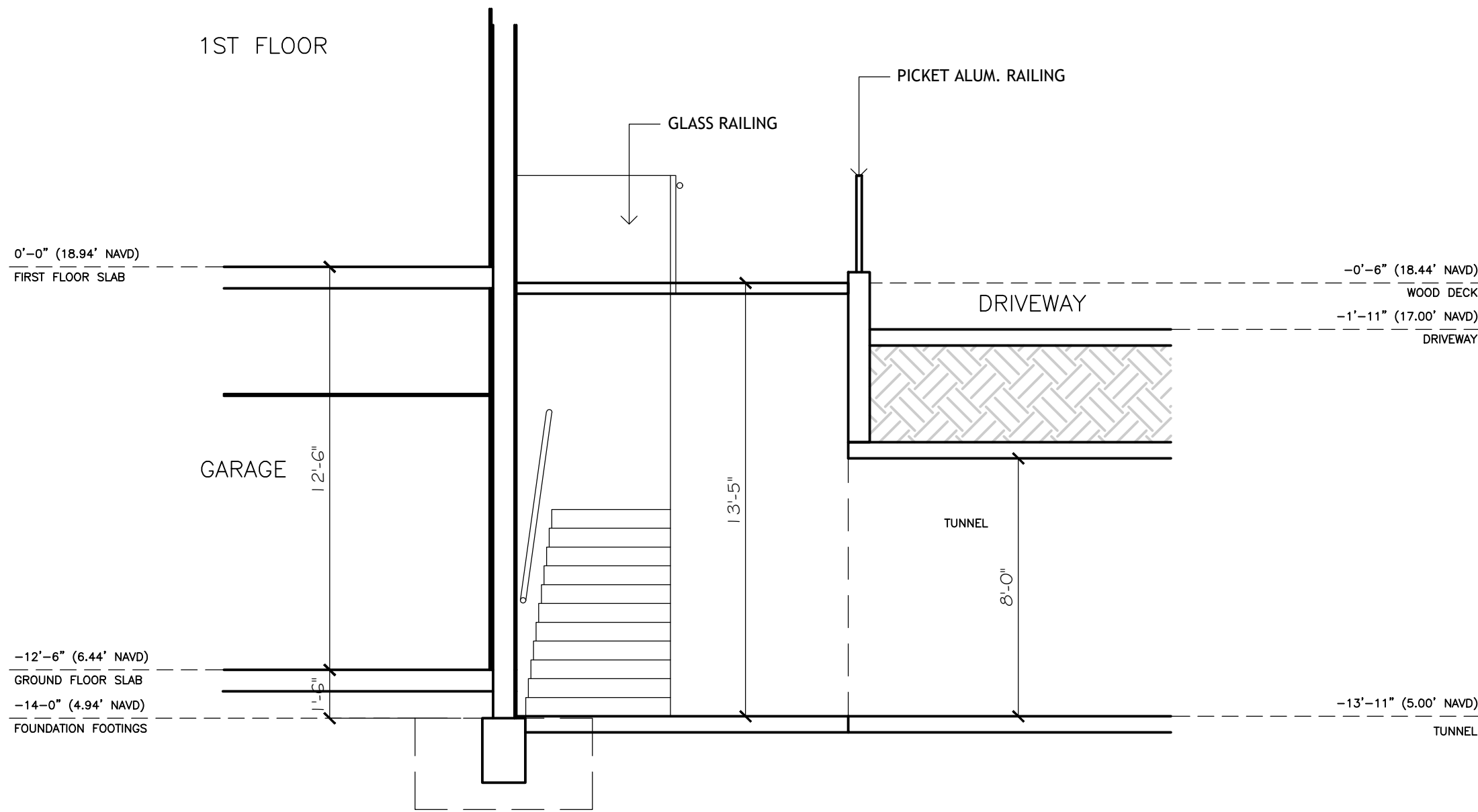
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DATE ISSUED:

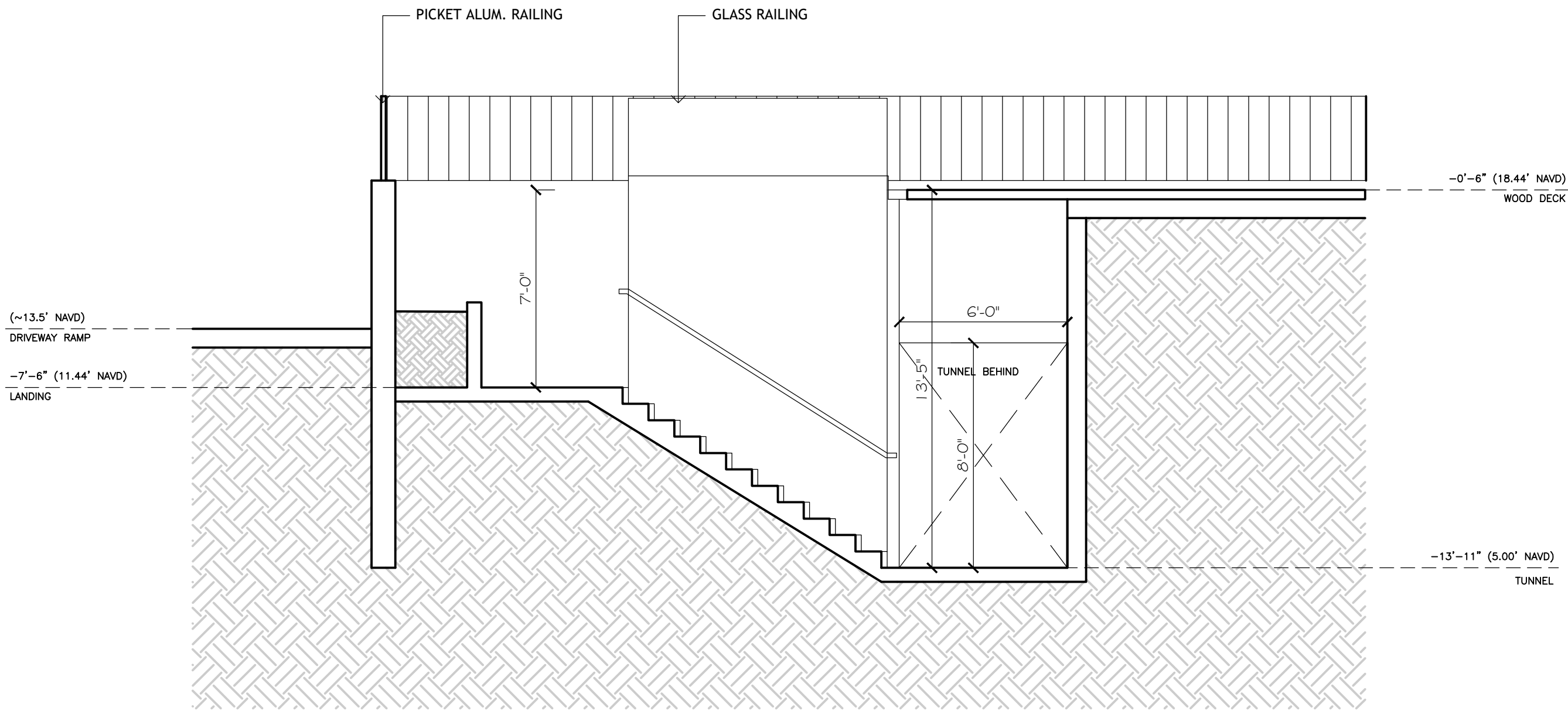
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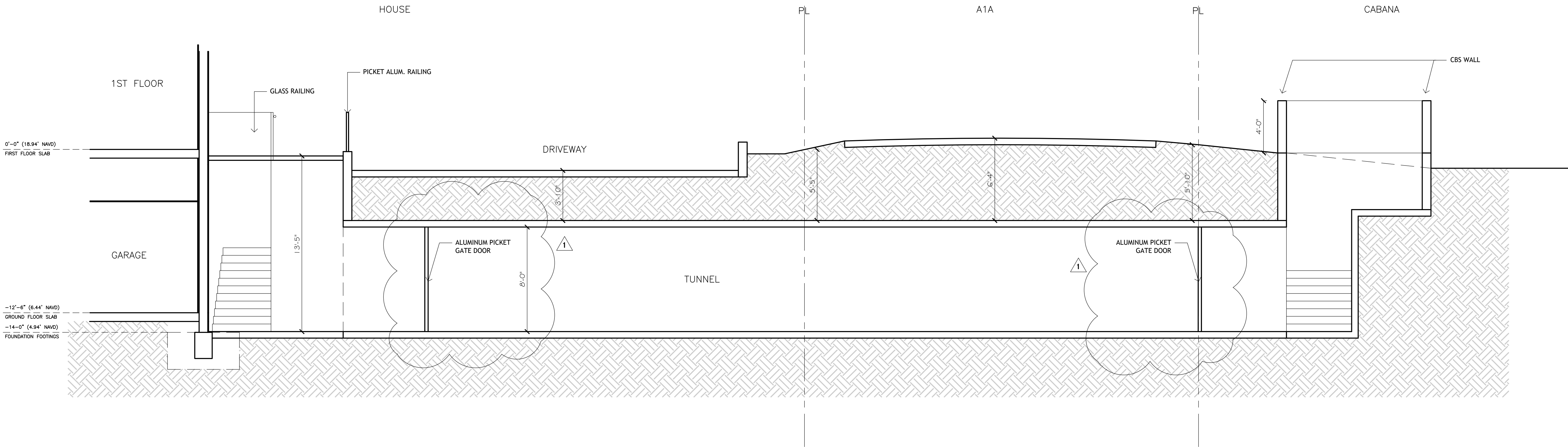
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1 - SECTION
SCALE: 1/4"=1'-0



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



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



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: July 25, 2023

Agenda Item No.: RA 3

Agenda Item Name: **Special Exception SE 23-2** 3050 S. Ocean Blvd, LLC,
3050 South Ocean Boulevard

ACTION REQUESTED: Discussion ☐ Approval ☐

BACKGROUND:

SE 23-2 3050 S. Ocean Boulevard – 3050 S. Ocean Blvd, LLC seeks the Town Commission's approval for a special exception use to construct a beach house on the east side of South Ocean Boulevard (Florida Highway A1A) pursuant to Sections 151.053(B), Town Code.

ATTACHMENTS:

- Special Exception Application
- Special Exception Criteria
- Development Drawings



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: 6/13/23

Property Control # _____

PROPERTY OWNER(S)	AUTHORIZED AGENT(Required if owner not presenting)
Name: <u>3050 S. Ocean Blvd. LLC</u>	Name:
Address: <u>170 S.E. 14th ST. Suite 1001</u> <u>Miami, FL 33131</u>	Address:
Phone: <u>786-361-0971</u>	Phone:
E-mail: <u>Feont@kidf.com</u>	E-mail:

ARCHITECT/LANDSCAPE ARCHITECT	DEVELOPER/CONTRACTOR:
Name: <u>Eduardo Vasquez RA</u>	Name: <u>Salomon Zrihen</u>
Company Name: <u>EAV LTD. LLC</u>	Company Name: <u>Open Sights Construction LLC</u>
Address: <u>8425 Bisc. Blvd. Suite 103</u> <u>Miami, FL 33138</u>	Address: <u>2440 NE. 201 Street</u> <u>Miami, FL 33180</u>
Phone: <u>786-277-4512</u> Cell:	Phone: <u>786-251-8501</u> Cell: <u>786-251-8501</u>
E-mail: <u>EAVARCHITECT@gmail.com</u>	E-mail: <u>Salomon@kidf.com</u>

APPLICANT'S CERTIFICATION

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

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 Pascal Nicolai

STATE OF FLORIDA, COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9 day of June 2023
by Pascal Nicolai as CEO for 3050 S Ocean

Personally known X or Produced Identification _____

Type of Identification _____

Notary Signature _____

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	

Turn!

(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

GENERAL DATA for NEW HOMES

(Required for Level 4 only)

Project Location: 3050 S. Ocean Blvd. District: R1-A.

Proposed Zoning: Single Family

Total Site Area: _____ Sq. Ft. _____ Acres

Flood Zone Category: _____

Is site currently served by public water? Yes ☒ No ☐

Is site currently served by public sewer? Yes ☐ No ☒

Describe briefly the nature of any improvements presently located on the subject property.

Tunnel

Describe type of operation or business proposed; or the proposed construction.

N/A

Describe in detail the phasing of the proposed development (Attach if insufficient space).

N/A.

State the reasons or basis for the Approval request, and explain why this request is consistent with good planning and zoning practice, will not be contrary to the Town's Comprehensive Plan, and will not be detrimental to the promotion of public appearance, comfort, convenience, general welfare, good order, health, morals, prosperity, and safety of the Town. Additionally, all standards set forth in the Town Code of Ordinances for Special Exceptions, Variances, Administrative Appeals, etc. must be addressed. (Attach a separate Justification Statement if insufficient space.)

Tunnel under AIA.

Has any previous Application been filed within the last year in connection with the subject property? (Yes) (No). If yes, briefly describe the nature of the Application.

Single Family

Has a site plan been previously approved by the Town Commission for this property? (Yes) (No). If yes, please note date of previous approval. February, 2023



TOWN OF MANALAPAN

600 South Ocean Boulevard

Manalapan, FL 33462-3398

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

**SPECIAL EXCEPTION USE WITH SITE PLAN REVIEW APPLICATION
PEDESTRIAN PASSAGEWAY**

Building Permit applications, which require a special exception use review, cannot be issued until the Town Commission has considered and approved such request. Application must be made by the owner of the land or the owner may authorize a designee, agent or representative by power of attorney filed with the Building Official.

Eleven (11) sets of the completed application with all required information must be submitted to the Town Clerk thirty (30) days prior to the next Town Commission Meeting. The Town Commission Meetings are scheduled on the fourth Tuesday of each month at 10:00 a.m. Proper application exhibits are required as follows:

1. Plans, documents and other material to adequately depict and support the request. Also any specific information required by Town Code for specific request. i.e. pedestrian passageway
2. Plot plan to scale identifying the following:
 - a. location of structure (s)
 - b. lot size
 - c. setbacks
 - d. percentage lot coverage
 - e. percent landscaped open space (front yard and total lot)
 - f. finished topographical elevations
3. A letter of request must note each section of the Town of Manalapan Zoning Code in which a special exception use & site plan review is being requested and must also include the applicant's responses to the attached criteria.
4. A non-refundable fee of seven hundred and fifty dollars (\$750) made payable to the Town of Manalapan must be presented with the completed application.

Notice for TCOM's approval/denial hearing, on the application, shall be sent by facsimile, electronic mail, hand delivery or bulk mail to all town residents at least ten (10) days prior to the meetings.

In order to grant a special exception use review approval from the terms of the Town of Manalapan Zoning Code, the Town Commission must and shall find affirmative responses to the criteria as found in Section 151.568(A) and 151.581. Please contact Lisa Petersen, Town Clerk at 561-585-9477 if you have any questions.

SECTION 151.568 SPECIAL EXCEPTION USES

Special exception uses and their related accessory uses or any expansion, enlargement or modification of an existing special exception use shall be permitted only after Site Plan Review (Sections 151.666 thru 151.669), and then only upon authorization by the Town Commission after written application therefore, provided that such uses shall be found by the Town Commission to comply with the following requirements and other applicable requirements as set forth in Chapter 151 of the Manalapan Zoning Code.

Special Exception Uses Criteria

(1) 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 proposed Beach House is designated and located that the public health safety, morals and general welfare will not be affected.

(2) 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: The proposed use of the Beach House will not cause injury to the values of the other properties in the neighborhood.

(3) 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 proposed Beach House use will be located at 15' NAVD grade so as to not impair light to adjoining properties.

(4) That adequate landscaping and screening is provided.

Response: The existing landscape and site walls will be enhanced to provide screening from the Highway A1A and from adjacent properties.

(5) That adequate off-street parking and loading is provided and ingress and egress is so designated as to cause minimum interference with traffic on abutting streets.

Response: The proposed Beach House will have the proper ingress and egress as to not interfere with traffic on abutting street.

(6) 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 use of the proposed Beach House conforms with all height, bulk and setback regulations governing the R1-A Zoning District.

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

Response: The use of the proposed Beach House will not cause economic, noise, glare or odor impacts on neighboring properties.

In addition to the prior listed requirements for Special Exception Use Review, there are additional requirements regarding pedestrian passageways in Zoning Districts R1-A and R1-B.

Each condition (A) through (Q), as set forth in Section 151.581, shall be addressed in writing and shall be depicted on the building plans where applicable. Failure to respond may deem the application incomplete.

(A) The passageway shall not be designed or constructed so as to be connected to any dwelling or beach house, or allow indoor or covered passage to and from such dwelling or beach house.

Response: _____

(B) The passageway shall not contain any habitable space, storage space, garage, or room, but shall be designed and constructed so as to provide only for under-road access.

Response: _____

(C) The passageway shall not exceed eight feet in width on any horizontal plane.

Response: _____

(D) The passageway shall be limited to pedestrian access, and access for handicapped persons, but shall not allow use by any vehicle, which must be licensed to use public roadways.

Response: _____

(E) The passageway shall have a side set back from the side lot lines of no less than twenty (20) feet.

Response: _____

(F) Prior to the issuance of a town building permit, the applicant shall obtain and furnish to the town all necessary permits from the Florida Department of Transportation, Florida Department of Environmental Protection, and other governmental bodies and agencies having jurisdiction.

Response: _____

(G) The passageway shall be well lit on the inside and lights shall be placed at each end of the passageway outside the passageway.

Response: _____

(H) Secure doors shall be placed at each end of the passageway.

Response: _____

(I) The bottom of the passageway should be higher than the FEMA flood stage elevations (this will restrict direct flow of water from the ocean to the Intracoastal waterway during peak storm surge).

Response: _____

(J) Minimum vertical clearance of the passageway should be six feet eight inches, and maximum vertical clearance should be no more than necessary.

Response: _____

(K) Berm and dune elevations on the ocean side of the passageway should be constructed in such a way to limit wave uprush into the passageway area.

Response: _____

(L) Berms on the west side of A-1-A should be graded in such a way as to form a barrier to direct flow of water through the passageway.

Response: _____

(M) Side yard set backs of the passageway should allow adequate space for utilities, water, electric and the like to pass either over the top of the passageway or below the foundation of the passageway.

Response: _____

(N) The planning of the passageway should allow adequate space for utilities, water, electric and the like to pass either over the top of the passageway or below the foundation of the passageway.

Response: _____

(O) While the passageway will extend seaward of the new Coastal Construction Control Line (CCCL), it should not extend easterly beyond the setback from South Ocean Boulevard, and it should not extend westerly beyond the setback from South Ocean Boulevard.

Response: _____

(P) The applicant for a permit with the town should have a registered engineer who is a coastal engineer, certify that the passageway has been designed in such a way to preserve the natural protection afforded by the dune and that the passageway will not increase the risk and/or amount of coastal flooding landward of South Ocean Boulevard.

Response: _____

(Q) Any and all use of the passageway shall be strictly prohibited unless and/or until a Certificate of Occupancy has been issued for an associated single family dwelling that is located on the same lot or lot of record as the subject passageway. Additionally, if the associated single family dwelling becomes uninhabitable, is abandoned or ceases to exist for any reason whatsoever, any and all use of the subject passageway shall be strictly prohibited unless and/or until a Certificate of Occupancy is issued for a subsequently constructed or rehabilitated single family dwelling.

Response: _____

SECTION 151.666 SITE PLAN REVIEW

151.666 (B) The primary purpose of the site plan review process is to examine for potential adverse impact on the adjacent area, neighborhood or town, those uses having characteristics identified as possessing the potential for negative impact, and to insure such uses are located, sited and designed that they may result in a positive contribution to their area, neighborhood and town.

151.666 (C) To achieve these purposes, the Town Commission (or the Architectural Commission, in the case of site plan review for statues and/or sculptures) may, after detailed review of the site plan and its potential off-site impact, impose such operational and/or design conditions as will eliminate or minimize such impact. Such conditions shall reflect the review criteria set forth in this chapter.

Also review the following *Town of Manalapan Zoning Code* sections:

Section 151.667	DEVELOPMENT REQUIREMENT; APPLICATION.
Section 151.668	SITE PLAN REVIEW NOTICE PROCEDURES.
Section 151.669	REVIEW BY TOWN COMMISSION; ACTION.

ADDITIONAL INFORMATION

151.568 SPECIAL EXCEPTION USES

151.568 (C) In the event an authorized or existing special exception use is discontinued for a period of two years there shall be an abandonment thereof, and such special exception use shall thereby be immediately terminated and may not thereafter be revived except upon new application and approval by the Town Commission.

Please refer to the following sections in the Town of Manalapan Zoning Code:

Section 151.568	SPECIAL EXCEPTION USES.
Section 151.671	SPECIAL EXCEPTIONS AND VARIANCES; PUBLIC HEARING AND PROCEDURES.
Section 151.672	POWERS AND DUTIES.
Section 151.674	ADMINISTRATIVE APPEALS.

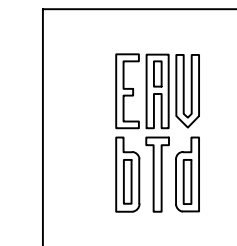
**Should you have any questions regarding this application,
please contact the Town Clerk at (561) 585-9477.**

PROPOSED BEACH HOUSE

3050 S OCEAN BLVD
MANALAPAN, FLORIDA



ARCOM SUBMITTAL 6-30-2023



EAV / LTD LLC.
8425 Biscayne Blvd., Suite 103
Miami, FL 33138
T: 305.758.4566
F: 305.758.4567
www.bigmoodstudios.com

X: EDUARDO ALBERTO VAZQUEZ - AR 0014369
ARCHITECTURE

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PROJECT NAME:

3050 S. OCEAN BLVD.
NEW CONSTRUCTION

PROJECT ADDRESS:

3050 SOUTH OCEAN BLVD.
MANAPALAN, FL 33462

OWNER

SEAL / SIGNATURE / DATE:

Eduardo A. Vazquez, R.A.
AR 14369

REVISIONS

DATE	REV	DESCRIPTION
7/17/23	2	

KEY:

RENDERINGS

SCALE:

PROJECT NUMBER: 3050

DATE ISSUED:

DRAWN: JV

CHECKED: EAV

COVER



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8425 Bucyrus Blvd., Suite 103
Miami, FL 33138
T:305.758.4566
F:305.758.4567
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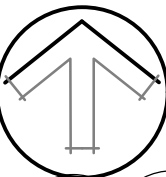
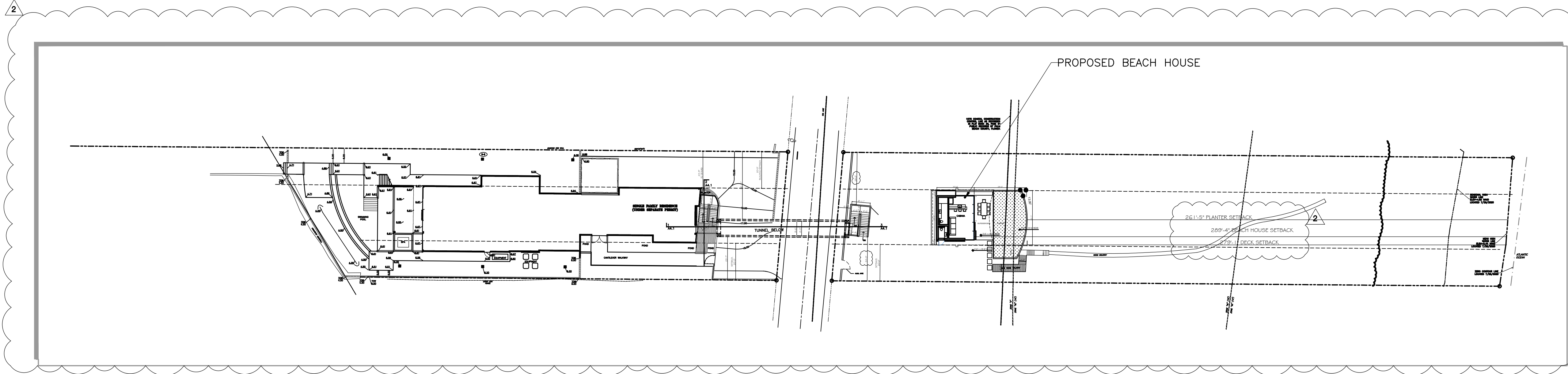
REVISIONS		
DATE	REV	DESCRIPTION
7/17/23	2	

KEY:

RENDERING

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PROJECT NUMBER: 3050
DATE ISSUED:
DRAWN: JV
CHECKED: EAV

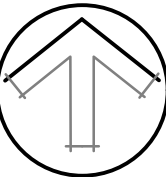
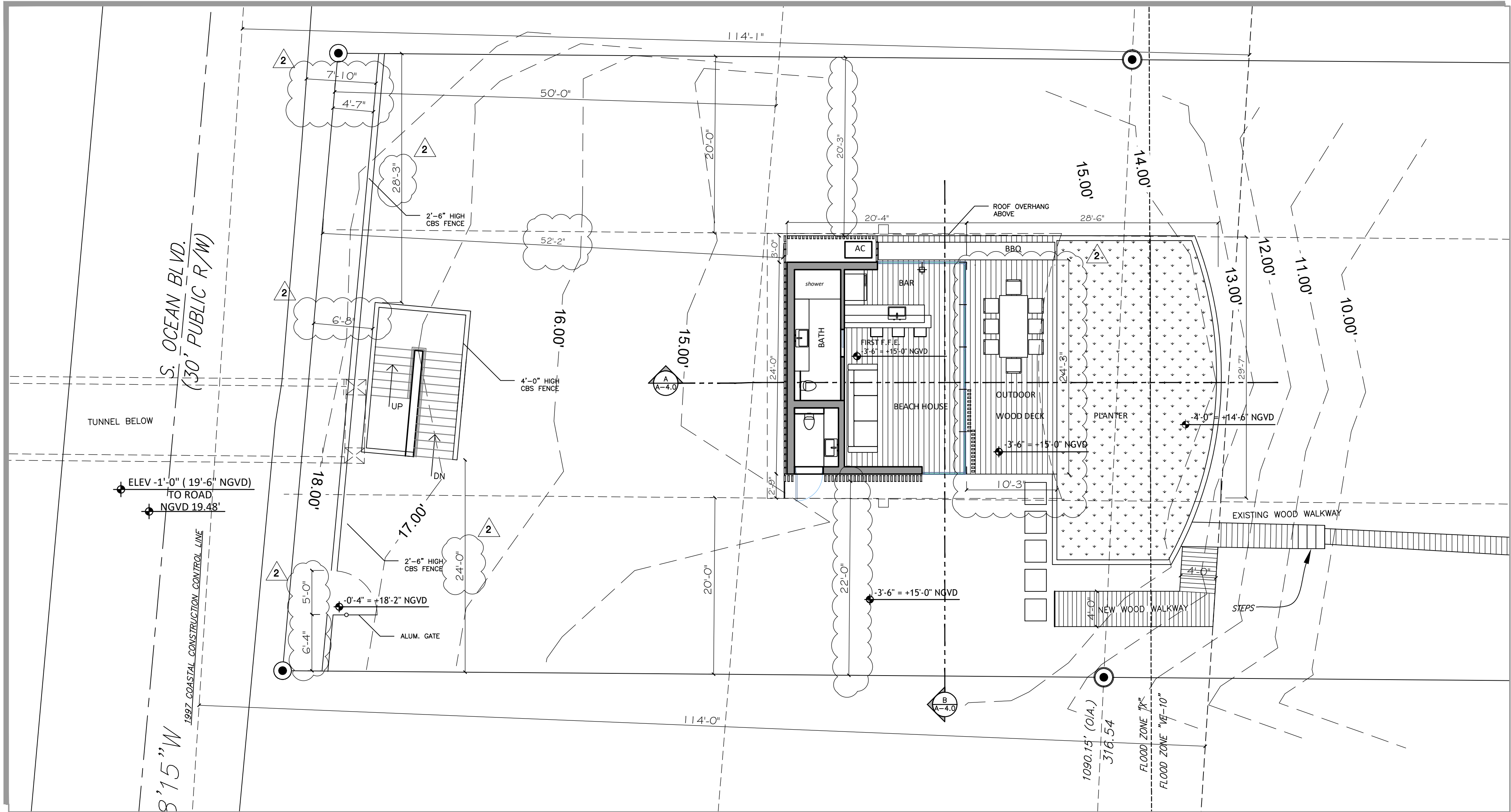
COVER



OVERALL SITE PLAN

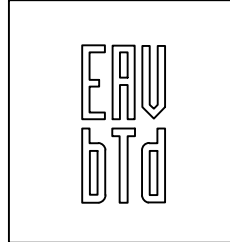
SCALE: 1/32"=1'-0

LOT DATA TABLE	
FRONT SETBACK	52'-2"
REAR SETBACK	261'-5" TO PLANTER, 289'-4" TO DECK
SIDE SETBACK	20'-3" & 22'-0"
LOT SIZE	25,470 SQFT (EAST SIDE)
LOT COVERAGE	950 SQFT (3.7%)
BEACH HOUSE SIZE	500 SQFT
DECK SIZE	DECK SIZE 248.5 SQFT



SITE PLAN

SCALE: 1/8"=1'-0



EAV / BTD LLC.
8425 Bucyrus Blvd., Suite 103
Miami, FL 33138
T:305.758.4566
F:305.758.4567
www.bgtmarchitects.com

X: EDUARDO ALBERTO VAZQUEZ - AR 0014369
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**3050 S. OCEAN BLVD.
NEW CONSTRUCTION**

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MANAPALAN, FL 33462

OWNER:

SEAL / SIGNATURE / DATE:

Eduardo A. Vazquez, R.A. AR 14369		
REVISIONS		
DATE	REV	DESCRIPTION
6/30/23	1	
7/17/23	2	

KEY:

SITE PLAN

SCALE:
PROJECT NUMBER: 3050
DATE ISSUED:
DRAWN: JV
CHECKED: EAV



EAV / BTD LLC.
8425 Biscayne Blvd., Suite 103
Miami, FL 33138
T: 305.758.4566
F: 305.758.4567
www.btgmdesignstudios.com

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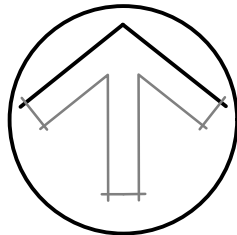
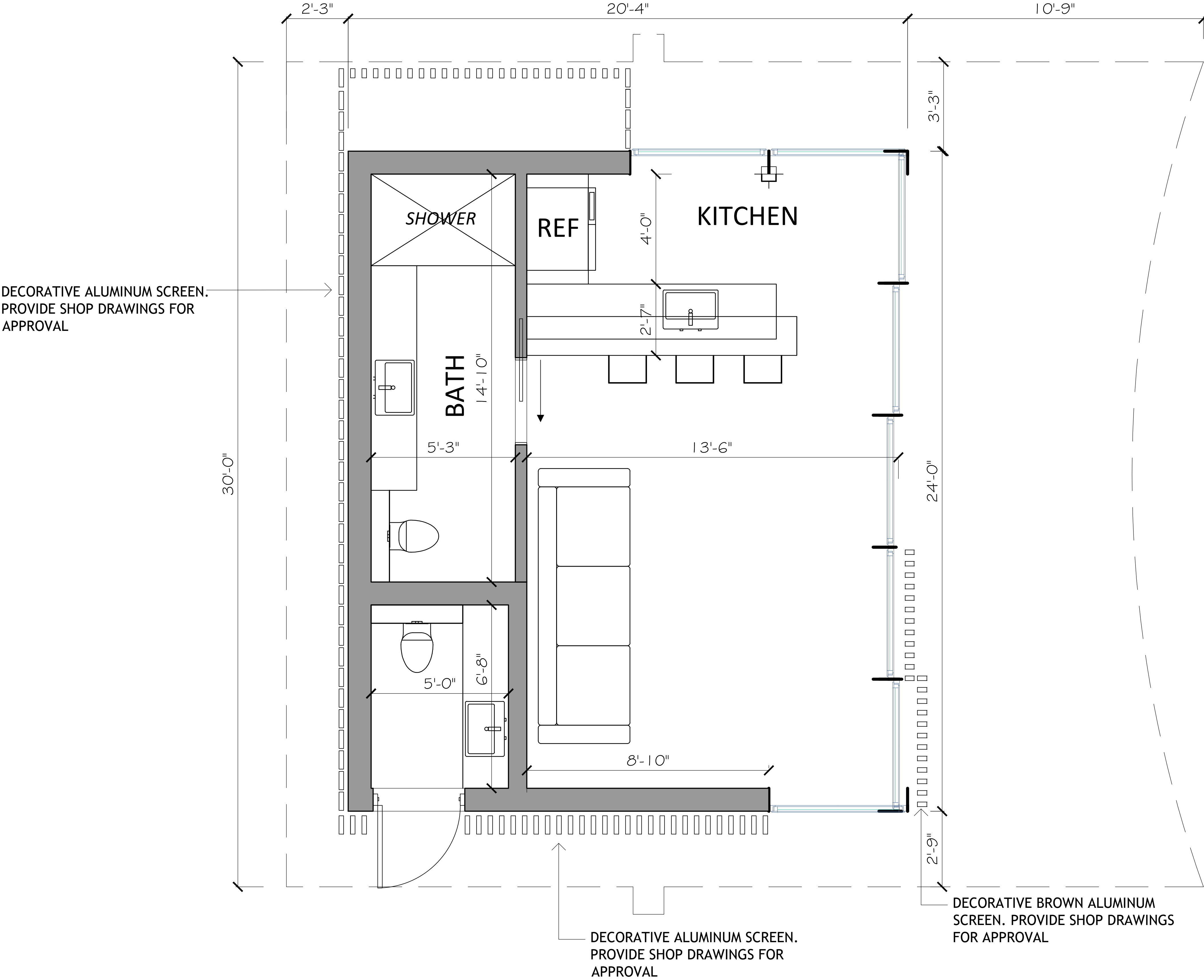
REVISIONS		
DATE	REV	DESCRIPTION

KEY:

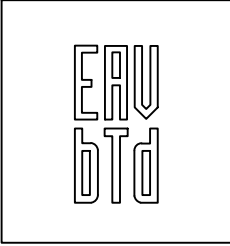
GROUND FLOOR
PLAN

SCALE:
PROJECT NUMBER: 3050
DATE ISSUED:
DRAWN: JV
CHECKED: EAV

A2.0



FLOOR PLAN
SCALE: 1/2"=1'-0



EAV / LTD LLC.
8425 Biscayne Blvd., Suite 103
Miami, FL 33138
T:305.758.4566
F:305.758.4567
www.lgtimedeignstudios.com

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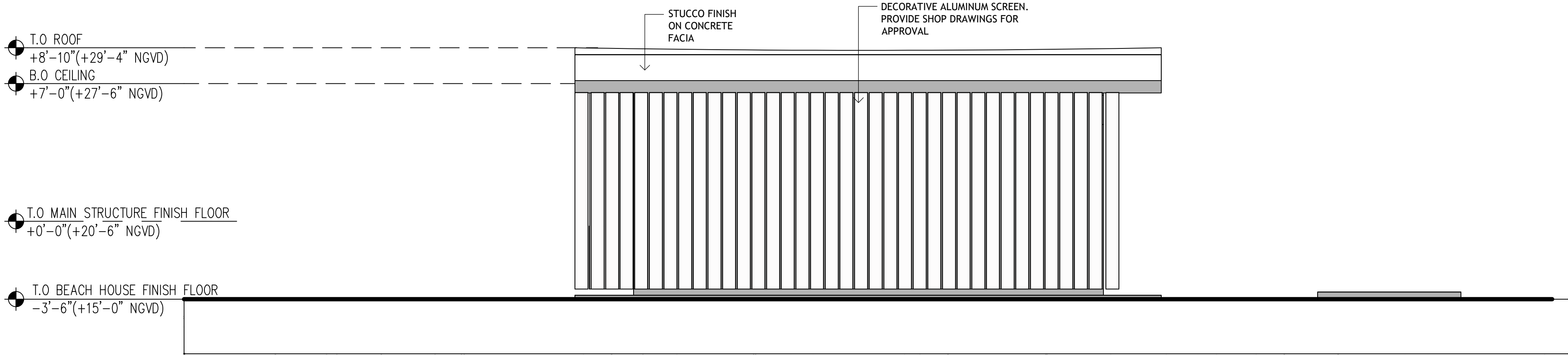
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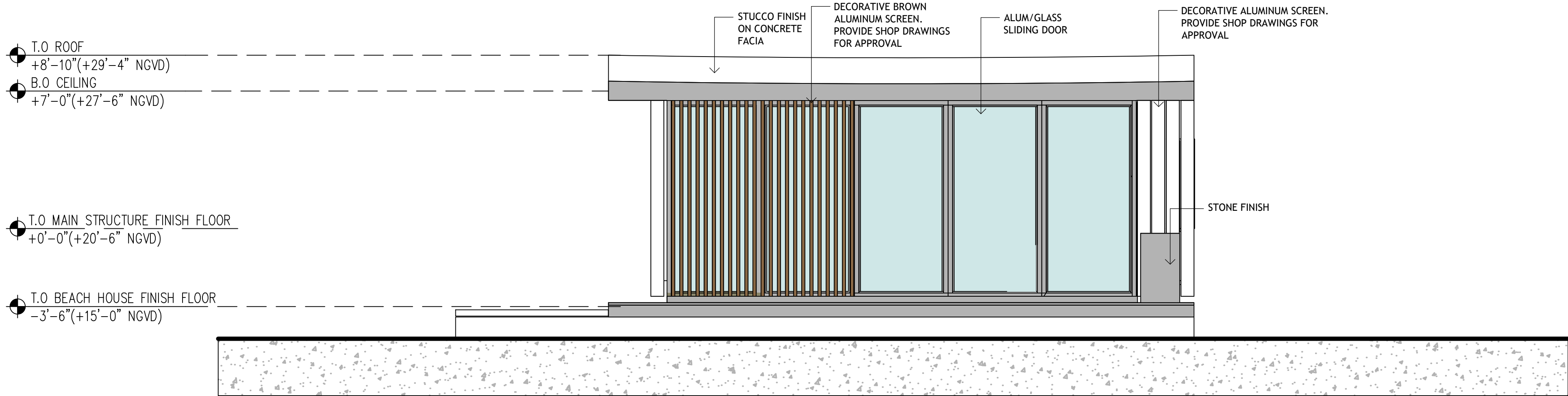
EXTERIOR
ELEVATIONS

SCALE:
PROJECT NUMBER: 3050
DATE ISSUED:
DRAWN: JV
CHECKED: EAV

A3.0



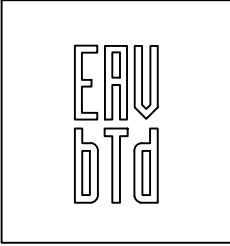
BEACH HOUSE - WEST



BEACH HOUSE - EAST

1 - ELEVATIONS

SCALE: 1/4"=1'-0



EAV / BTD LLC.
8425 Biscayne Blvd., Suite 103
Miami, FL 33138
T:305.758.4566
F:305.758.4567
www.btdmdesignstudios.com

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REVISIONS

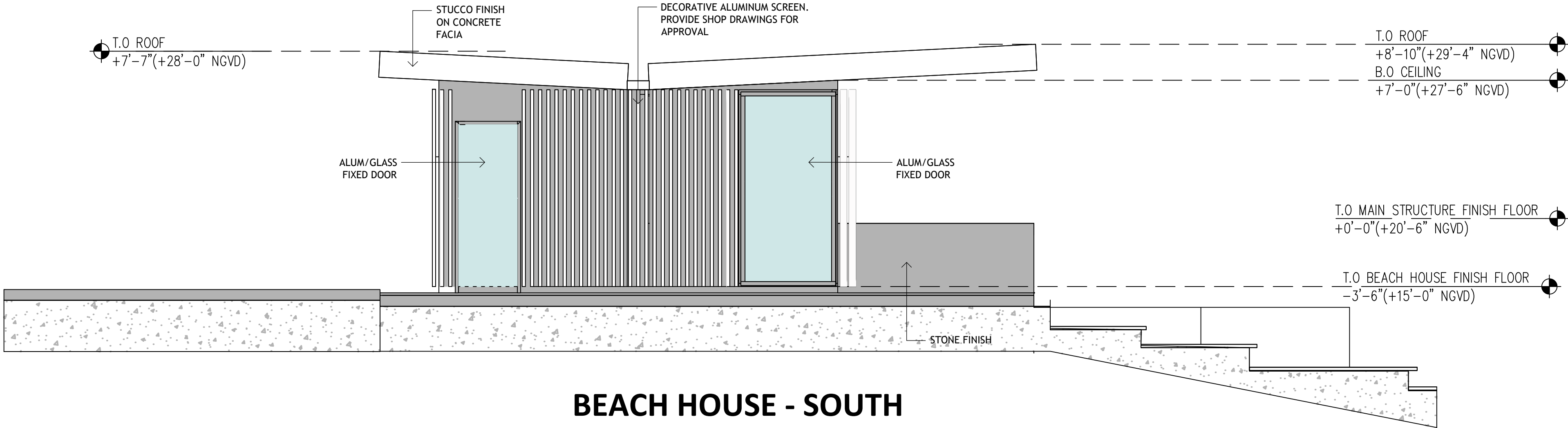
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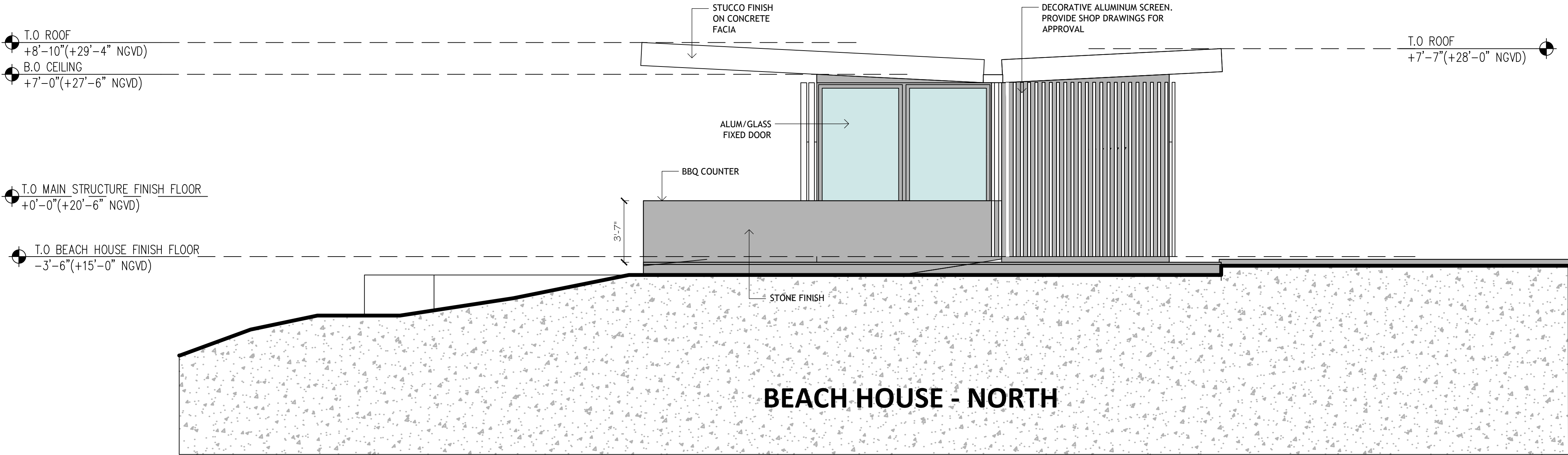
EXTERIOR
ELEVATIONS

SCALE:
PROJECT NUMBER: 3050
DATE ISSUED:
DRAWN: JV
CHECKED: EAV

A3.1



BEACH HOUSE - SOUTH



BEACH HOUSE - NORTH

2 - ELEVATIONS

SCALE: 1/4"=1'-0



EAV / BTD LLC.
8425 Biscayne Blvd., Suite 103
Miami, FL 33138
T:305.758.4566
F:305.758.4567
www.btdmiami.com

X: EDUARDO ALBERTO VAZQUEZ - AR 0014369
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REVISIONS

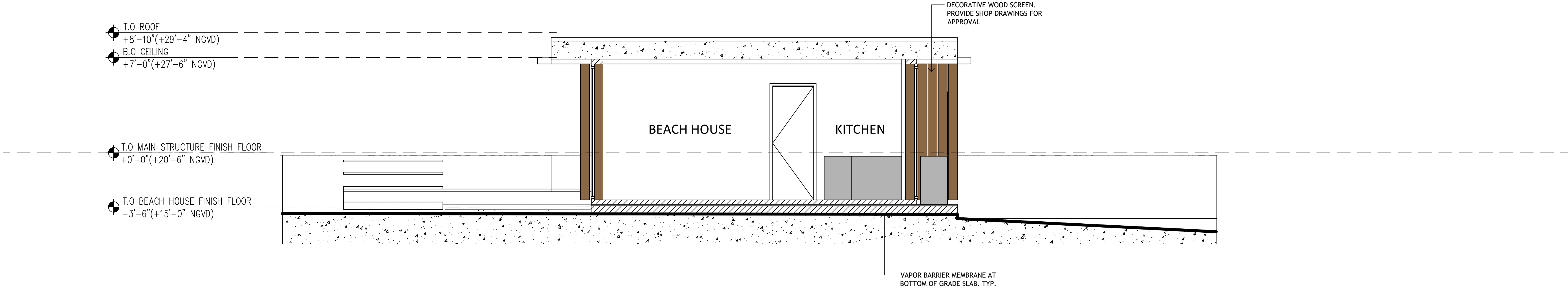
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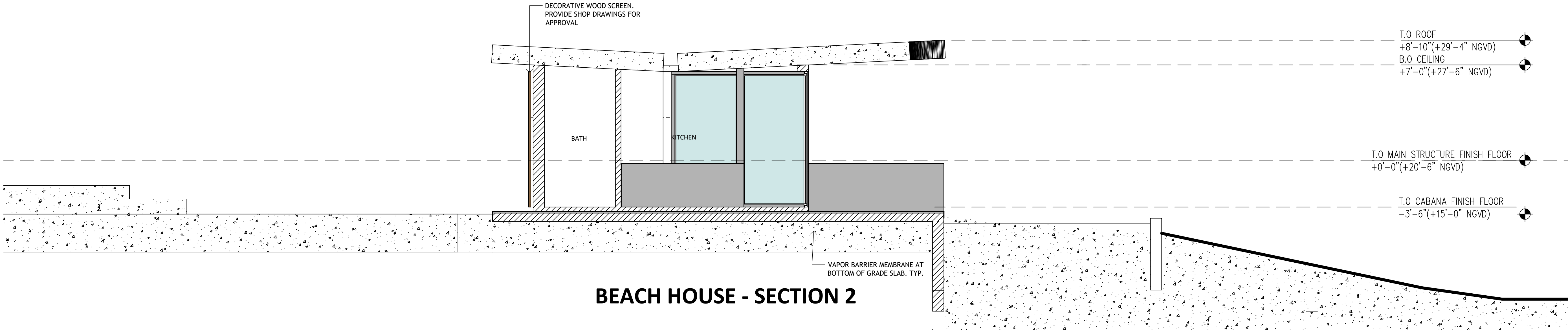
SECTIONS

SCALE:
PROJECT NUMBER: 3050
DATE ISSUED:
DRAWN: JV
CHECKED: EAV

A4.0



BEACH HOUSE - SECTION 1



BEACH HOUSE - SECTION 2

1 - SECTIONS

SCALE: 1/4"=1'-0



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: July 25, 2023

Agenda Item No.: RA 4

Agenda Item Name: Town Manager Stumpf's Report

ACTION REQUESTED: Discussion ☐ Action ☐

BACKGROUND:

- Code enforcement log
- Capital projects update
- Iguana contract
- Short-term rental registration



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: July 25, 2023

Agenda Item No.: RA 5

Agenda Item Name: Set Tentative Millage Rate and set time, date and place for 1st Budget Hearing

ACTION REQUESTED: Discussion ☒ Action ☒

SUMMARY:

The purpose of this agenda item is to set the **TENTATIVE** rate for 2023/2024 which will be used for budget planning purposes. The tentative millage rate must be set in July according to Florida Statute. The **FINAL** millage rate is considered and set at the two public hearings in September. The tentative millage set in July has historically been set higher than the current millage rate and lowered in September. However, it cannot be raised in September. This provides flexibility to the Commission and accommodates any unforeseen changes that might occur between July and September.

STAFF RECOMMENDATION:

- Set a **TENTATIVE** millage rate, which will be used for budget planning purposes.
- Set the 1st Public Hearing



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: July 25, 2023

Agenda Item No.: PH 1

Agenda Item Name: **Ordinance #389** AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE MANALAPAN CODE OF ORDINANCES AT CHAPTER 152. BUILDING REGULATIONS. SECTION 152.110. CONSTRUCTION SITE MAINTENANCE AND APPEARANCE. BY ADDING AN ENTIRELY NEW SUBSECTION (O) TO ADOPT REGULATIONS AND PROCEDURES FOR CONTAINING AND MANAGING CONSTRUCTION SITE RUNOFF; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 152. BUILDING REGULATIONS SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. **(First Reading)**

ACTION REQUESTED:

Discussion



Action



BACKGROUND:

After the 2022 audit performed by NPDES, the State of Florida has indicated the Town's code was deficient in outlining the responsibilities of contractors and owners of construction sites as to appropriate management of runoff potential. This ordinance adds language to the Town's code to remedy this deficiency.

ATTACHMENT:

- Ordinance #389

ORDINANCE NO. 389

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE MANALAPAN CODE OF ORDINANCES AT CHAPTER 152. BUILDING REGULATIONS. SECTION 152.110. CONSTRUCTION SITE MAINTENANCE AND APPEARANCE. BY ADDING AN ENTIRELY NEW SUBSECTION (O) TO ADOPT REGULATIONS AND PROCEDURES FOR CONTAINING AND MANAGING CONSTRUCTION SITE RUNOFF; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 152. BUILDING REGULATIONS. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Town of Manalapan is a permittee under Permit Number FLS000018-004, Palm Beach County Municipal Separate Storm Sewer System (MS4) as required by the National Pollution Discharge Elimination System (NPDES); and

WHEREAS, the Florida Department of Environmental Protection conducted an audit of the Town's compliance with requirements of said permit in 2022 and published its audit report on January 23, 2023; and

WHEREAS, said report noted a deficiency with Town code related to the management of construction site runoff; and

WHEREAS, this ordinance is intended to remedy this deficiency as noted in Part III.A.9.a of said report; and

WHEREAS, this revision to the Manalapan Code of Ordinances will serve the best interests of the residents of the Town, as well as the welfare of the general public.

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

Section 1. The facts and recitations contained in the preamble of this ordinance are adopted and incorporated by reference as if set forth herein.

Section 2. The Code of Ordinances of the Town of Manalapan, Florida, is hereby amended at Chapter 152. Building Regulations, Section 152.110. Construction Site Maintenance and Appearance, by adding an entirely new subsection (O) to adopt regulations and procedures for containing and managing construction site runoff; providing that Sec. 152.110 shall hereafter read as follows:

§ - 152.110 CONSTRUCTION SITE MAINTENANCE AND APPEARANCE.

- (A) All building and construction sites within the Town shall at all times be kept free of loose debris, paper, construction material waste, scrap construction material and other trash produced from the site. All materials and equipment used, placed or stored upon any building or construction site shall be maintained within the perimeter of the building site and shall be secured at all times when the site is unattended.
- (B) All building and construction sites within the Town shall provide suitable on-site commercial container(s), as determined and designated by the Town, for the collection of loose debris, paper, construction material waste, scrap construction material and other trash produced from the site. The construction container(s) shall be provided with a cover or covering that will prevent spilling or blowing of material from the container(s). The size and number of containers shall be adequate, as determined by the Town, for the amount of material generated on the building or construction site and must be promptly emptied when full. All said materials shall be containerized by the end of each day.
- (C) Nothing in this section shall be deemed to permit the owner, general contractor or any of their employees, agents, or representatives to remove or dispose of debris, paper, construction material waste, scrap construction material and other trash produced from or on the site by on-site burning, or by piling or storage of said materials or equipment upon the public streets or on property adjacent to the construction site.
- (D) Prior to the commencement of construction, a parking plan for all personal and construction vehicles and equipment shall be provided for the review and approval of the Town Manager and/or Chief of Police to minimize on-street parking by construction personnel and equipment. If the Town Manager and/or Chief of Police determine that a particular construction site is unable to accommodate parking for all of the construction vehicles associated with that site, the Town Manager and/or Chief of Police may allow limited parking of light construction vehicles on the swale area immediately adjacent to the front property line of the lot upon which the construction site is located. However, the property owner and/or their contractor must make every reasonable attempt to minimize the parking of construction vehicles on the swale area. All approved "on-swale" parking must be parallel to the paved road way and may not obstruct the sidewalk. Parking of heavy construction equipment, including but not limited to dump trucks, cement trucks, back-hoes,

grade-alls, tractors, trailers and the like, in the road right-of-way (paved area or swale) is strictly prohibited. Should questions arise regarding the types of vehicles considered to be "light" versus "heavy" construction vehicles, the Town Manager's decision shall be final. Each property owner, contractor and sub-contractor will be held jointly and severally liable for any and all damage to and/or the destruction of any public utility infrastructure. Any damage to the swale area must be repaired prior to the issuance of a certificate of occupancy or certificate of completion.

- (E) Where concrete or any other substance permanently affixes itself to any road surface, public or private, causing the surface to be uneven or defaced, it shall be immediately removed by the person or persons responsible. Where mud or excessive dirt or soil from a construction site is tracked or deposited, by vehicle or otherwise, onto any road surface, public or private, it shall be immediately removed by the person or persons responsible. The person or persons responsible as identified in this section shall mean the driver of the vehicle which deposited the substance onto the road surface, his or her employer, the owner of the real property on which the construction or demolition site is located and/or the general contractor in charge of a site from which the substance originated.
- (F) No dirt piles are allowed on site at a height greater than six (6) feet above the crown of the road.
- (G) Side yard site screening (vegetation, walls and the like) must be installed within the first two (2) weeks after the first building permit is issued in order to visually screen the construction site from the adjacent properties.
- (H) A port-o-let must be placed on site at a location approved by the Town Manager and site screened as much as practicable.
- (I) A minimum six (6) foot high temporary chain link fence and gate or equally effective screening material as approved by the Town Manager must be installed around the perimeter of the property during construction which may be removed when the perimeter landscaping and/or permanent fences or walls are installed.
- (J) All construction sites must be watered down with sufficient frequency or covered in some manner in order to prevent dust and dirt escaping to adjacent properties.
- (K) Whenever possible or feasible, adjacent property owners shall be notified by the contractor twenty-four (24) hours in advance prior to any activity which is anticipated to create an unusually loud noise, prolonged disturbance, or unusual occurrence.
- (L) Commencing with the clearing of the property, a monthly pest control service shall be procured and utilized in order to prevent disturbance to adjacent properties.
- (M) All building sites must be in strict compliance with any and all other conditions of approval imposed by the Architectural Commission and/or the Town Commission.

(N) The Town Manager or his or her designee shall have the discretionary authority to waive or modify one or more of the above stated standards if in his or her sole judgment special circumstances or conditions necessitate same; however, such modification or waiver can only be accomplished in writing after a written request for such is received by the Town from an owner or contractor prior to any violation of a standard. Any waiver or modification can be altered or revoked at any time by the Town Manager or designee in the exercise of his or her discretion by delivery of a written notice of same to the affected owner or contractor. The Town Manager may not increase the severity of the regulations in the exercise of such discretion.

(O) To protect and preserve water quality, best management practices for construction site runoff shall be employed. During construction projects involving a substantial improvement, or for parcels one acre or larger, or when deemed necessary by the Building Official, projects shall provide a stormwater pollution prevention plan or an equivalent document. The stormwater pollution prevention plan shall include the installation of erosion and sediment controls, including a silt fence and crushed rock to stabilize areas used for mobilization. The construction site operator is required to take corrective action as needed and conduct inspections of the stormwater pollution controls every seven (7) days or when one-half inch (0.5") or greater of rainfall occurs within a twenty-four (24) hour period. All controls shall be consistent with the performance standards for erosion and sediment control contained in the Erosion and Sediment Control Designer and Reviewer Manual prepared by the Florida Department of Transportation and the Florida Department of Environmental Protection.

Section 3. Each and every other section and subsection of Chapter 152. Building Regulations, shall remain in full force and effect as previously adopted.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

Section 5. If any section or provision of this ordinance, any paragraph, sentence or word is declared invalid by a court of competent jurisdiction, the decision shall not affect the validity of the remainder of this ordinance.

Section 6. Specific authority is hereby given to codify this ordinance into the Code of Ordinances of the Town of Manalapan.

Section 7. This ordinance will take effect immediately upon adoption.

First Reading July 25, 2023

FIRST READING this 25th day of July, 2023.

SECOND READING this ____ day of _____, 2023.

TOWN OF MANALAPAN



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: July 25, 2023

Agenda Item No.: PH 2

Agenda Item Name: **Ordinance #390** AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING TITLE XI: BUSINESS REGULATIONS. AT CHAPTER 110: BUSINESS TAX AND REGISTRATION. BY AMENDING SECTION 110.12 TO PROVIDE FOR A FIVE (5) PERCENT INCREASE TO THE BUSINESS TAX RATES FOR ALL THE TOWN'S EXISTING BUSINESS TAX CLASSIFICATIONS IN ACCORDANCE WITH STATE LAW; AS DEFINED BY TOWN CODE; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 110. BUSINESS TAX AND REGISTRATION. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ENACTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. **(First Reading)**

ACTION REQUESTED:

Discussion



Action



BACKGROUND:

Florida Statutes allows municipalities to increase their business tax rates by up to five (5) percent every other year. The Town of Manalapan has not increased its tax rates since 2007 for contractors and 2018 for businesses.

ATTACHMENT:

- Ordinance #390

ORDINANCE NO. 390

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING TITLE XI: BUSINESS REGULATIONS. AT CHAPTER 110: BUSINESS TAX AND REGISTRATION. BY AMENDING SECTION 110.12 TO PROVIDE FOR A FIVE (5) PERCENT INCREASE TO THE BUSINESS TAX RATES FOR ALL THE TOWN'S EXISTING BUSINESS TAX CLASSIFICATIONS IN ACCORDANCE WITH STATE LAW; AS DEFINED BY TOWN CODE; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 110. BUSINESS TAX AND REGISTRATION. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ENACTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Sec. 205.0535, *Florida Statutes*, allows municipalities to increase their business tax rates by up to five (5) percent every other year after establishing an equity study commission and adopting a re-classification and revision ordinance; and

WHEREAS, the Town of Manalapan previously established its equity study commission and re-classified the rates charged for its business taxes by means of Ordinance; and

WHEREAS, the Town Commission has not increased its business tax rates since the year 2018, and now desires to increase the current business tax rates for existing classifications by five (5) percent in accordance with state law; and

WHEREAS, the Town Commission has determined that such amendments to the Town's business tax and registration code are in the best interests of the citizens of the Town of Manalapan.

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

Section 1: Chapter 110: Business Tax and Registration. of the Code of Ordinances of the Town of Manalapan is hereby amended at Sec. 110.12 by providing for a five (5) percent increase to the business tax rates for all the Town's existing business tax classifications; providing that Sec. 110.12 shall hereafter read as follows:

§ - 110.12 SCHEDULE OF BUSINESS TAXES.

The amount of tax which shall be paid to the Town by each and every person, firm, association, corporation or business entity, engaged in or practicing such business, profession, or occupation within the jurisdiction of the Town shall be as set forth below:

(A) *Class "A"*.

(1) Professions: One hundred thirty-one dollars and twenty-seven cents (\$137.83 ~~131.27~~) for each one thousand (1,000) square feet or portion thereof.

(2) Professions include, but are not limited to the following: medical, dental, legal, accounting, auditing, architectural, brokerage, engineering and surveying professions; interior decorators or designers; financial institutions; realtors; developers; and advertising, insurance and travel agents.

(B) *Class "B"*.

(1) Retail stores (with the exception of food and beverage outlets) and/or services establishments where no product is made, fabricated, assembled, repaired, serviced or prepared: One hundred forty-six dollars and seventy-four cents (\$154.07 ~~146.74~~) for each one thousand (1,000) square feet or portion thereof.

(2) Such retail stores and/or service establishments include, but are not limited to the following: clothing, apparel and accessory shops; florists; beauty or barber shops, bakery outlets; newspaper, card or book stores; gift shops; physical fitness studios; and furniture and furnishing accessory stores.

(C) *Class "C"*.

(1) Retail stores and/or service establishments where a product is made, fabricated, assembled, repaired, serviced or prepared: One hundred eighty-three dollars and fifty-four cents (\$192.71 ~~183.54~~) for each one thousand (1,000) square feet or portion thereof.

(2) Such retail stores and/or service establishments include, but are not limited to the following: restaurants, bars or lounges; dairies, meat markets, bakeries, food and beverage outlets; shoes, appliances and all other repair stores; dry cleaning plants or stores; jewelers or jewelry stores; printers; laundromats; photographers or photographic studios; and drug stores and/or pharmacies.

(D) *Class "D"*. Private Clubs: One hundred forty-six dollars and seventy-four cents (\$154.07 ~~146.74~~).

(E) *Class "E"*. Hotels, motels and rental apartments or units: Two hundred twenty dollars and eighty-eight cents (\$231.92 ~~220.88~~) for ten (10) or less separate rooms, apartments or units, plus six dollars and ninety-five cents (\$7.29 ~~6.95~~) for each separate room, apartment or unit.

First Reading July 25, 2023

(F) *Class "F"*. All insurance companies writing policies within the Town and/or each individual professional (including but not limited to doctors, lawyers, accountants, engineers, personal trainers, real estate agents, insurance agents, cosmetologists, massage therapists and/or any other state licensed professional) working within a business that is required to pay a business tax to the Town in accordance with tax classifications "A" through "E": Forty-five dollars and eighty-four cents (\$48.13 ~~45.84~~).

(G) *Class "G"*. Home office: no tax levied.

§§ - 110.16 ~~110.15~~—110.50 RESERVED.

Section 3: Each and every other section and subsection of Chapter 110. Business Tax and Registration shall remain in full force and effect as previously adopted.

Section 4: All ordinances or parts of ordinances in conflict be and the same are hereby repealed.

Section 5: Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 6: Specific authority is hereby granted to codify this Ordinance.

Section 7: This Ordinance shall take effect immediately upon adoption.

FIRST READING this 25th day of July, 2023.

SECOND READING this ____ day of _____, 2023.

TOWN OF MANALAPAN