



TOWN COMMISSION MEETING

MONDAY, DECEMBER 18, 2023

10:00 A.M.



**PUBLIC NOTICE/AGENDA
TOWN COMMISSION MEETING
Monday December 18th, 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 _____
Vacant, Commissioner _____	Keith W. Davis, Town Attorney _____
Vacant, Commissioner _____	Trey Nazzaro, Ass't. Town Attorney _____
Vacant, Commissioner _____	Brent Watson, Waterplant Superintendent _____
Vacant, Commissioner _____	

CALL TO ORDER & PLEDGE OF ALLEGIANCE

Appointment of new Commissioners

New Commissioner Orientation – Town Attorney Davis

AGENDA ADDITIONS, DELETIONS OR SUBSTITUTIONS

CONSENT AGENDA:

1. Minutes November 14, 2023 Town Commission Meeting
2. Police Department Report and Fire/Rescue Response Time Report for November
3. **Amendment** to Inter Local Agreement with Palm Beach County for Radio Communications between PSAPS (Public Safety Answering Points)
4. **RES 10-23** Appointment of new Town Commissioners

REGULAR AGENDA: *Quasi-Judicial Hearing

1. ***SE 23-3 – 1860 S. Ocean Blvd.** – 1860 South Ocean Boulevard Trust, 1860 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 151.093(F) and 151.581, Town Code.
2. ***SE 23-4 – 1860 S. Ocean Blvd.** – 1860 South Ocean Boulevard Trust, 1860 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 151.093(B), Town Code.
3. **Permit Extension** - 1460 South Ocean Blvd. – The homeowner, 1460 S Ocean Blvd, LLC, is asking to extend Permit #8136 to April 26, 2024.
4. Town Manager Stumpf's Report

MAYOR'S COMMENTS

Appointment of new ARCOM Commissioners

PUBLIC COMMENTS

OTHER BUSINESS

ADJOURNMENT

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



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: December 18, 2023

Agenda Item No.: CA.1

Agenda Item Name: November 14th, 2023 Town Commission Meeting Minutes

ACTION REQUESTED: Discussion ☐ Approval ☒

ATTACHMENT:

- November 14th, 2023 Town Commission Meeting Minutes



Town Commission Meeting
Tuesday November 14, 2023, at 10:00 a.m.

IN ATTENDANCE

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

PUBLIC: Eric Marmer, Sharon Kirkland, Richard Webber, Larry Barszewski (Coastal Star)

CALL TO ORDER & PLEDGE OF ALLEGIANCE

Town Commission meeting called to order at 10:02 a.m.

Chief Mattox informed the Town Commission that at 7:00 am that morning he had been contacted about a helicopter that would be landing in the 1400 block of Lands End Road. He explained it was a private helicopter there to pick up some VIPs. Mayor Satter asked if there was no approval needed and Chief Mattox responded that there is no ordinance prohibiting it. Chief Mattox mentioned there had been no calls or complaints regarding it, potentially due to people not being back in Town yet.

CONSENT AGENDA

- 1. Minutes October 24, 2023 Town Commission Meeting**
- 2. Police Department Report and Fire/Rescue Response Time Report for October**
- 3. RES 9-23 Setting a special second qualifying period for the March 19, 2024 Municipal Election**

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, Commissioner Johnstone, Commissioner Carlucci, and Commissioner Rosen

REGULAR AGENDA

RA. 1 Discussion and Consideration of the Assistant Town Manager Employment Agreement – Eric Marmer

Mayor Satter commented that the Commission was delighted to welcome Eric to the Town of Manalapan and feel very fortunate that he is with us now during this transitional period.

Vice Mayor Deese made a motion to **approve** the Employment Agreement for Assistant Town Manager Eric Marmer. Commissioner Carlucci seconded the motion which prevailed by the following vote:

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

RA. 2 Discussion and Consideration of Agreement with Chief Mattox

Mayor Pro Tem Bonutti made a motion to **approve** the Agreement with Chief Mattox. Commissioner Johnstone seconded the motion which prevailed by the following vote:

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

RA. 3 Amendment to Contract with Town Manager Stumpf

Mayor Pro Tem Bonutti made a motion to **approve** the Agreement with Town Manager Stumpf. Commissioner Carlucci seconded the motion which prevailed by the following vote:

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

RA. 4 Town Manager Stumpf's Report

Iguana Control: Town Manager Stumpf began with an update on the iguana population. She informed the Commission that 14 were captured in September bringing the total captured so far to 72 iguanas.

Lands End Road Cul de Sac Update: She announced construction was well underway and that the Town had spoken with Landscape Architect Lynn Bender about looking at the other cul de sac as well to update them. The medjool palm tree planned to go in the middle of the island was being donated.

Code Enforcement: Town Manager Stumpf explained the contractors at 1460 S. Ocean Blvd. had made many improvements to the appearance of the construction site. She noted the Green ivy fence was especially attractive, the Mayor and Commissioners agreed and inquired if the Town could make it a requirement to use that fencing for future projects. Town Manager Stumpf agreed to look into it. She went on to discuss 1420 S. Ocean Blvd. as the Town had received complaints of dirt and dust not being watered down properly. Town Manager Stumpf announced code enforcement would also begin a survey of roofs that need to be cleaned or painted.

South Florida Water Management District Rate Study: The SFWMD is requiring a graduated rate system instead of the flat rate the Town currently charges. She explained this would mean that residents and businesses would pay more for water if they use more. She noted the last rate study was done in 2014, therefore a new one is necessary to implement this.

COVID: Town Manager Stumpf notified the Commission that the State of Florida no longer provides COVID information.

Yoga: She announced a number of people had been inquiring about starting up yoga classes again and that Town Clerk Petersen was reaching out to a couple of instructors. Town Manager Stumpf said she was aiming for Tuesdays and Thursdays starting in December at the Library.

Town Manager Stumpf explained the Town needed to renew their Injection Well permit and that Mock Roos was working on that. She also announced that the State of Florida was issuing recognition payments again for Police Officers employed by the Town prior to June 15, 2023. Lastly, she announced Holtz Consulting who is working for us on the septic to sewer vulnerability study grant has completed \$300,000 of work and now they are waiting to hear from FDEP to see if anything else is needed.

RA. 5 Appointment of new Commissioners

Town Manager Stumpf explained that Town Attorney Davis would bring a resolution to next month's meeting for the new Commissioner appointments. She told the Commission that some individuals would move to ARCOM to fill the voids left by members getting appointed to TCOM.

PUBLIC COMMENTS

Richard Weber, 6 Loggerhead Lane, spoke to the Commission regarding Form 6

OTHER BUSINESS

Commissioner Carlucci wanted to further discuss the helicopter landing on Lands End Road that day. She said if we do pass an ordinance prohibiting such, the Commission should maintain a caveat for medical response helicopters.

The Town Commission meeting adjourned at 10:52 a.m.

**These minutes were presented to the Town Commission
on Monday December 18, 2023 for approval.**

Stewart Satter, Mayor

Date Signed

Erika Petersen, Town Clerk

Date Signed



TOWN OF MANALAPAN

AGENDA ITEM SUMMARY

Meeting Date: December 18, 2023

Agenda Item No.: CA.2

Agenda Item Name: Police Department Chief's Report, Work Order Violations and Palm Beach County Fire Rescue Response Times for October & November

ACTION REQUESTED: Discussion ☐ Approval ☒

ATTACHMENT:

- The Police Department Chief's Report for November including Monthly Stats
- The Police Department Work Order Violations for November
- Palm Beach County Fire/Rescue response times for October & November

TO: Mayor and Town Commissioners
Linda Stumpf, Town Manager

FROM: Chief Mattox

SUBJECT: Monthly Report for November

DATE: December 14, 2023

Staffing

The current full-time officer staffing is nine. We are processing other candidates to fill the last open position.

Zone Coverage

Due to the current staffing levels, we are maintaining zone coverage in both zones consistently.

Fleet

All vehicles are up to date on service. The new vehicle for this budget year has arrived and is in the process of being outfitted for the road. The new ATV has been purchased and was sent out for coating to protect it from salt exposure.

Training

November's in service training was completed by Lt. Merritt. He certified all officers on the newly issued tasers.

Miscellaneous

The boat lift at Ocean Inlet Park is still under construction and the move date has changed to the end of December.

The new radio console is scheduled to be installed in January.

We have received the new AEDs and they have been placed in service.

Dispatcher Dulaj and Office Jacknowitz are scheduling destruction of firearms that are stored in evidence. Only firearms that are eligible for destruction will be destroyed.

Manalapan Police Department

Extended Tour Of Duty Report

From 11/01/2023 00:01 through 11/30/2023 23:59 for Unit ALL Agency ALL Signal WORK

Date	Recd	Disp	Arrd	CIRD	Unit	Signal	Event Number	Case Number
11/11/2023	07:25:52	07:25:52	07:25:52	07:27:54	305	WORK: WORK HOUR VIOLATION	230023806	
Location:		1750 S OCEAN BLVD		Zone: 2		Dispo: VW	Ofc. Notes	
Address:		1750 S OCEAN BLVD		City: MANALAPAN				
		11/11/2023 07:25		455	LANDSCAPERS OS			
		11/11/2023 07:27		455	305 ADVISED INFO GIVEN AND THEY ARE STOPPING WORK UNTIL 8 AM			

Number Of Events Listed: 1



11/14/2023

Palm Beach County Fire Rescue

Manalapan Response Time Report

20231001 to 20231031

Event #	Station	Sit Disp	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
Emergency Calls:														
F23187805	38	Medical	S OCEAN BLVD MN	10/01/2023		04:29:56	04:30:00	04:31:46	04:39:44	04:57:54	0:00:29	0:01:46	0:07:58	0:10:13
F23193008	38	Medical	LITTLE POND RD MN	10/08/2023		18:54:40	18:54:46	18:56:08	19:00:56	20:07:31	0:00:31	0:01:22	0:04:48	0:06:41
F23194662	38	Medical	S OCEAN BLVD MN	10/11/2023		09:43:43	09:44:06	09:44:14	09:48:08	15:37:21	0:00:48	0:00:08	0:03:54	0:04:50
F23196740	38	Medical	S OCEAN BLVD MN	10/14/2023	07:59:25	07:59:52	08:00:11	08:00:20	08:03:53	08:14:03	0:00:46	0:00:09	0:03:33	0:04:28
F23200744	38	Medical	S OCEAN BLVD MN	10/19/2023		22:39:00	22:39:08	22:40:33	22:40:34	23:38:37	0:00:33	0:01:25	0:00:01	0:01:59
F23201872	38	Medical	LITTLE POND RD MN	10/21/2023		15:22:19	15:22:25	15:23:32	15:32:21	15:46:04	0:00:31	0:01:07	0:08:49	0:10:27
F23202495	38	Medical	LITTLE POND RD MN	10/22/2023		14:50:01	14:50:08	14:51:04	14:56:09	15:38:40	0:00:32	0:00:56	0:05:05	0:06:33
F23204229	38	Medical	EVANS LN MN	10/25/2023	06:14:44	06:15:06	06:15:12	06:17:16	06:19:49	07:09:22	0:00:28	0:02:04	0:02:33	0:05:05
F23204703	38	Medical	S OCEAN BLVD MN	10/25/2023		18:49:23	18:49:28	18:50:31	18:50:58	19:09:25	0:00:30	0:01:03	0:00:27	0:02:00
F23206826	38	Medical	S OCEAN BLVD MN	10/28/2023	21:50:38	21:51:01	21:51:08	21:52:20	22:01:32	22:10:40	0:00:30	0:01:12	0:09:12	0:10:54
Average Response Times:											0:00:34	0:01:07	0:04:38	0:06:19

Non Emergency Calls:

F23188218	38	Fire Alarm	LANDS END RD MN	10/01/2023		17:35:56	17:36:05	17:37:56	17:45:29	17:51:20	0:00:34	0:01:51	0:07:33	0:09:58
F23191435	38	Assist	S OCEAN BLVD MN	10/06/2023		11:01:16	11:01:23	11:02:16	11:05:23	11:13:01	0:00:32	0:00:53	0:03:07	0:04:32
F23192661	38	Medical	LITTLE POND RD MN	10/08/2023		07:40:52	07:41:02	07:41:21	07:47:32	08:24:05	0:00:35	0:00:19	0:06:11	0:07:05
F23194234	38	Fire Alarm	S OCEAN BLVD MN	10/10/2023		15:08:38	15:08:45	15:09:09	15:15:06	15:21:18	0:00:32	0:00:24	0:05:57	0:06:53
F23201100	38	Fire Alarm	S OCEAN BLVD MN	10/20/2023		12:29:50	12:29:59	12:31:02	12:34:43	12:37:48	0:00:34	0:01:03	0:03:41	0:05:18
F23202144	38	Fire Alarm	LOGGERHEAD LN MN	10/22/2023		00:59:48	00:59:52	01:01:44	01:08:42	01:14:21	0:00:29	0:01:52	0:06:58	0:09:19

Total number of Events: 16

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



11/14/2023

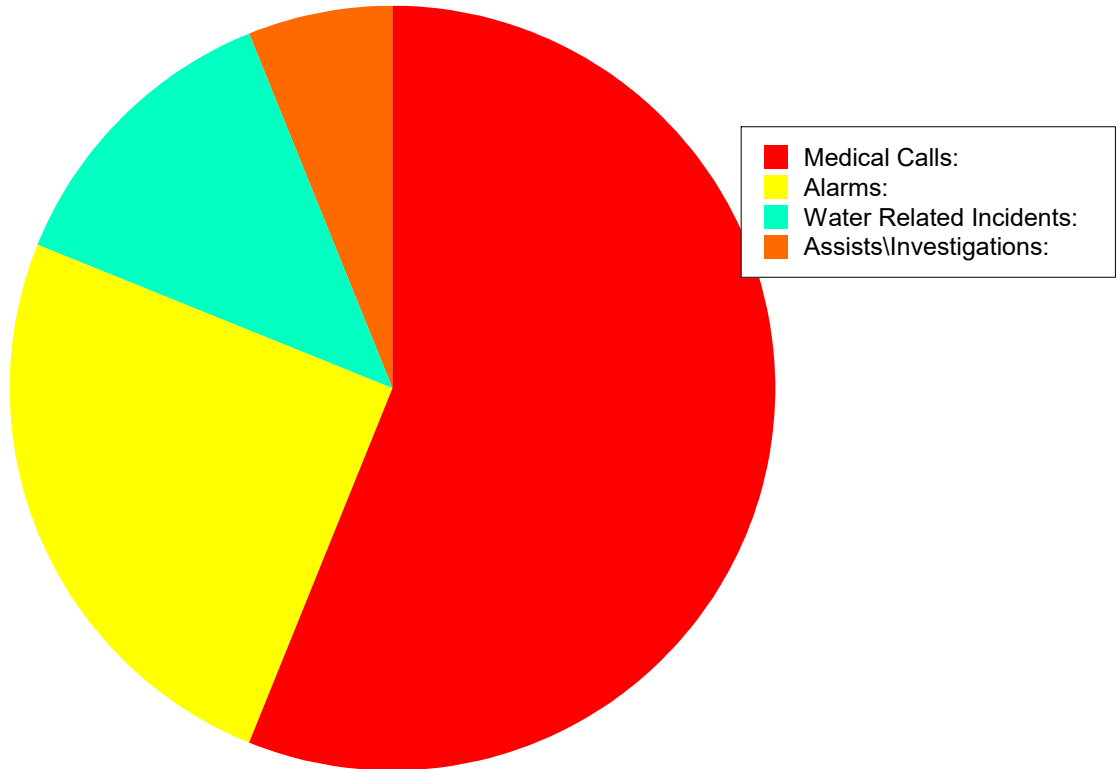
Palm Beach County Fire Rescue

Manalapan - # of Calls by Type

20231001 to 20231031

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>
Medical Calls:	9
Alarms:	4
Water Related Incidents:	2
Assists\Investigations:	1
Total number of Events:	16

Calls by Situation Dispatched





12/4/2023

Palm Beach County Fire Rescue

Manalapan Response Time Report

20231101 to 20231130

Event #	Station	Sit Disp	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
Emergency Calls:														
F23210936	38	Medical	S OCEAN BLVD MN	11/03/2023	13:42:50	13:43:16	13:43:22	13:43:52	13:45:55	13:55:16	0:00:32	0:00:30	0:02:03	0:03:05
F23210984	38	Medical	S OCEAN BLVD MN	11/03/2023		14:40:38	14:40:44	14:40:58	14:46:23	14:59:02	0:00:31	0:00:14	0:05:25	0:06:10
F23214560	38	Medical	LITTLE POND RD MN	11/08/2023		21:50:27	21:50:32	21:51:46	21:57:56	22:06:50	0:00:30	0:01:14	0:06:10	0:07:54
F23214593	38	Medical	S OCEAN BLVD MN	11/08/2023		23:10:15	23:10:19	23:11:31	23:11:39	00:09:32	0:00:29	0:01:12	0:00:08	0:01:49
F23215043	38	Medical	LITTLE POND RD MN	11/09/2023		14:50:26	14:50:30	14:51:43	15:05:27	16:23:41	0:00:57	0:01:13	0:13:44	0:15:54
F23216933	38	Medical	S OCEAN BLVD MN	11/12/2023	14:49:33		09:13:20	09:13:37	09:14:45	10:26:40	0:00:36	0:00:06	0:01:08	0:01:50
F23217562	38	Medical	S OCEAN BLVD MN	11/13/2023		07:40:55	07:41:06	07:42:31	07:48:40	09:22:30	0:00:36	0:01:25	0:06:09	0:08:10
F23217994	38	Medical	S OCEAN BLVD MN	11/13/2023	17:19:48	17:20:21	17:20:28	17:21:14	17:22:48	17:56:21	0:00:40	0:00:46	0:01:34	0:03:00
F23223448	38	Medical	S OCEAN BLVD MN	11/20/2023	16:53:05	16:53:50	16:53:57	16:54:44	16:57:57	17:48:54	0:00:52	0:00:47	0:03:13	0:04:52
F23223735	38	Medical	LITTLE POND RD MN	11/21/2023		06:08:56	06:09:04	06:10:52	06:17:11	07:12:14	0:00:33	0:01:48	0:06:19	0:08:40
F23226239	38	Medical	S OCEAN BLVD MN	11/24/2023		17:10:17	17:10:28	17:11:17	17:12:16	17:21:05	0:00:36	0:00:49	0:00:59	0:02:24
F23230352	38	Medical	S OCEAN BLVD MN	11/30/2023	12:51:35	12:51:55	12:52:06	12:52:23	12:52:31	13:37:00	0:00:31	0:00:17	0:00:08	0:00:56
Average Response Times:											0:00:37	0:00:52	0:03:55	0:05:23
Non Emergency Calls:														
F23211321	38	Powerlines Do	S OCEAN BLVD MN	11/04/2023	01:08:37	01:09:29	01:09:38	01:11:37	01:16:20	02:14:42	0:01:01	0:01:59	0:04:43	0:07:43
F23214087	38	Fire Alarm	S OCEAN BLVD MN	11/08/2023		09:21:38	09:21:43	09:22:35	09:26:37	09:33:23	0:00:30	0:00:52	0:04:02	0:05:24
F23215659	38	Assist	S OCEAN BLVD MN	11/10/2023		12:48:26	12:48:37	12:49:07	12:51:47	13:18:26	0:00:36	0:00:30	0:02:40	0:03:46
F23217559	38	Powerlines Do	SPOONBILL RD MN	11/13/2023		07:38:56	07:39:06	07:40:22	07:49:24	07:54:37	0:00:35	0:01:16	0:09:02	0:10:53
F23218146	38	Medical	LITTLE POND RD MN	11/13/2023		22:24:56	22:25:09	22:26:27	22:32:49	22:54:00	0:00:38	0:01:18	0:06:22	0:08:18
F23219829	38	Assist	S OCEAN BLVD MN	11/16/2023		00:21:55	00:22:04	00:24:20	00:25:39	00:30:50	0:00:34	0:02:16	0:01:19	0:04:09
F23219991	38	Assist	LANDS END RD MN	11/16/2023		05:10:36	05:10:41	05:12:51	05:21:01	05:32:13	0:00:30	0:02:10	0:08:10	0:10:50
F23222138	38	Medical	LITTLE POND RD MN	11/18/2023		17:48:44	17:48:51	17:49:33	17:56:58	18:11:19	0:00:32	0:00:42	0:07:25	0:08:39
F23223490	38	Fire Alarm	S OCEAN BLVD MN	11/20/2023		17:35:01	17:35:46	17:35:52	17:39:53	17:49:33	0:01:10	0:00:06	0:04:01	0:05:17
F23224915	38	Fire Alarm	LANDS END RD MN	11/22/2023	17:49:46	17:50:12	17:50:19	17:51:27	17:58:26	18:06:39	0:00:33	0:01:08	0:06:59	0:08:40



12/4/2023

Palm Beach County Fire Rescue

Manalapan Response Time Report

20231101 to 20231130

Event #	Station	Sit Disp	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
Corrupt Data:														
F23211003	38	Medical	S OCEAN BLVD MN	11/03/2023		15:05:59	15:06:00	15:06:04	15:06:00	15:24:18	Enroute Time is greater than Onscene Time			
F23209249	38	Fire Alarm	S OCEAN BLVD MN	11/01/2023		09:42:31	09:42:39	09:43:10		09:46:45	Empty Time Fields			
F23228037	38	Fire Alarm	PASLAY PL MN	11/27/2023		11:31:12	11:31:18	11:32:06		11:36:39	Empty Time Fields			

Total number of Events: 25

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



12/4/2023

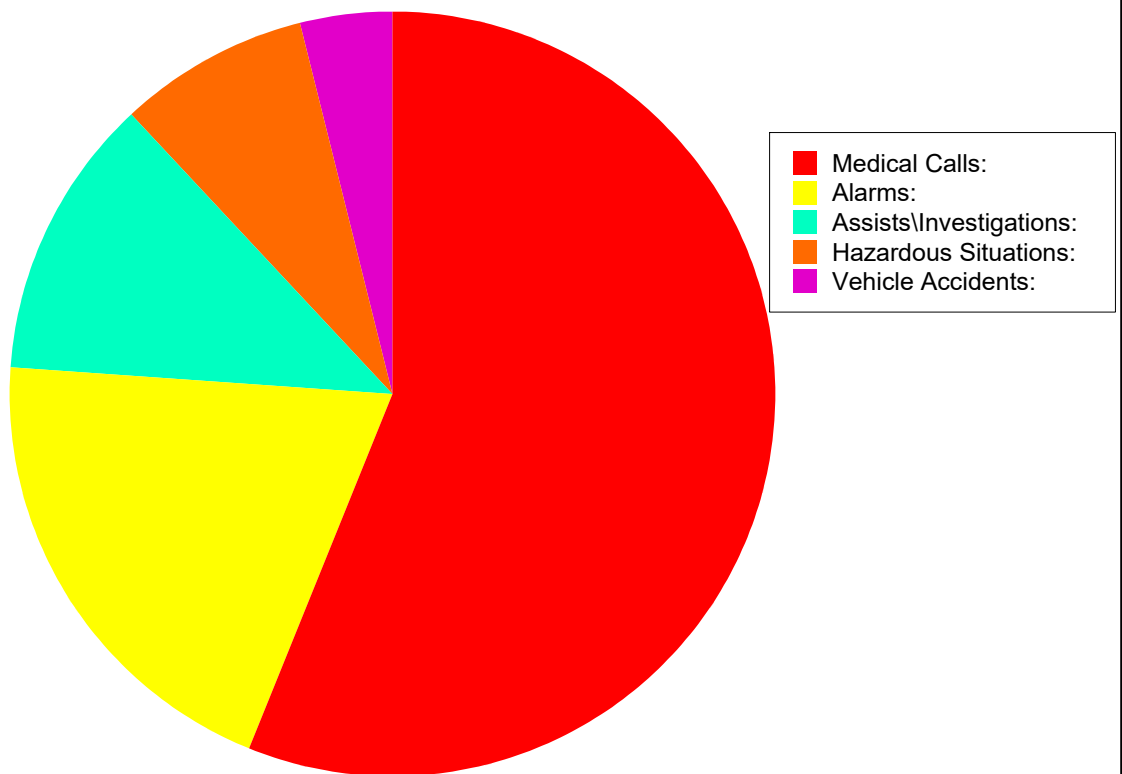
Palm Beach County Fire Rescue

Manalapan - # of Calls by Type

20231101 to 20231130

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>
Medical Calls:	14
Alarms:	5
Assists\Investigations:	3
Hazardous Situations:	2
Vehicle Accidents:	1
Total number of Events:	25

Calls by Situation Dispatched





TOWN OF MANALAPAN

AGENDA ITEM SUMMARY

Meeting Date: December 18, 2023

Agenda Item No.: CA.3

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

ACTION REQUESTED: Discussion ☐ Action ☒

BACKGROUND:

The previous Interlocal Agreement was approved at the May 23rd, 2023 Town Commission Meeting. This amendment provides for an updated commencement date of January 1, 2024 as requested by Palm Beach County due to longer than expected review time.

ATTACHMENT:

- Amended ILA Agreement

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

ARTICLE 1 - PURPOSE

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

ARTICLE 2 -BAILMENT

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

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

ARTICLE 3 – OBLIGATIONS OF THE COUNTY

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

ARTICLE 4 – OBLIGATIONS OF THE AGENCY

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

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

ARTICLE 5 - TERM AND TERMINATION

The term of this Agreement, unless terminated as provided in this Article 5, is for a period of five (5) years commencing January 1, 2024, with three (3) one-year renewal options, under the same terms and conditions stated herein, upon written agreement of the parties.

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

ARTICLE 6 - CONTRACT MONITORS AND NOTICES

The COUNTY's Contract Monitor shall be the Public Safety Department Director, whose telephone number is (561)712-6400. The AGENCY's Contract Monitor shall be the AGENCY's Manager, whose telephone number is (561) 585-9477.

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

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

With a copy to:

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

and

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

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

With a copy to:

ARTICLE 7 - LIABILITY

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

ARTICLE 8 - WAIVER

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

ARTICLE 9 - SEVERABILITY

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

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

ARTICLE 10 – ENTIRETY OF AGREEMENT

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

ARTICLE 11 – AUDITS and PUBLIC RECORDS

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

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

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

ARTICLE 12 - NO AGENCY

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

ARTICLE 13 - EMPLOYEE FUNCTIONS

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

ARTICLE 14 - RELATIONSHIP OF EMPLOYEES

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

ARTICLE 15 - ASSIGNMENT OF RIGHTS

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

ARTICLE 16 - NONDISCRIMINATION

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

ARTICLE 17 - ANNUAL APPROPRIATIONS

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

ARTICLE 18 - REMEDIES

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

ARTICLE 19 - JOINT PREPARATION

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

ARTICLE 20 - CAPTIONS

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

ARTICLE 21 - DELEGATION OF DUTY

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

ARTICLE 22 - SURVIVABILITY

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

ARTICLE 23 - NO THIRD PARTY BENEFICIARY

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

ARTICLE 24 - E-VERIFY - EMPLOYMENT ELIGIBILITY

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

ARTICLE 25 - FORCE MAJEURE

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

ARTICLE 26 - TERMINATION OF PRIOR AGREEMENT

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

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

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

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

By: _____
County Administrator or Designee

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Department Director

AGENCY:

AGENCY Name

By: _____
AGENCY Signature

Typed Name & Title

By: _____
AGENCY Signature

AGENCY Name & Title

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
AGENCY's Attorney

(corp. seal)

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

Exhibit A

PSAP: Manalapan Police Department

Back Room

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

Workstations

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



TOWN OF MANALAPAN

AGENDA ITEM SUMMARY

Meeting Date: December 18, 2023

Agenda Item No.: CA.4

Agenda Item Name: RES 10-2023 – Appointment new Commissioners to fill the recent vacancies

ACTION REQUESTED: Discussion ☐ Action ☒

BACKGROUND:

Due to recent changes to state law that will directly impact financial reporting for elected officials as of January 1, 2024, four members of the Town Commission have resigned from their positions. The Town Commission desires to fill these vacancies in order to maintain a fully constituted Town Commission and comply with the Town Charter. The Town Commission hereby appoints eligible and qualified persons to fill the aforementioned vacancies for the remainder of their unexpired terms in accordance with the Town Charter.

ATTACHMENT:

- RES 10-2023

RESOLUTION NO. 10-2023

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA APPOINTING FOUR NEW COMMISSIONERS TO FILL VACANCIES ON THE TOWN COMMISSION CAUSED BY THE RESIGNATIONS OF TOWN COMMISSIONERS CARLUCCI, GRANARA, JOHNSTONE, AND ROSEN IN ACCORDANCE WITH SECTION 3.08. OF THE CHARTER OF THE TOWN OF MANALAPAN; PROVIDING THAT THE NEW COMMISSIONERS APPOINTED BY THIS RESOLUTION SHALL HOLD OFFICE FOR THE REMAINDER OF THE UNEXPIRED TERMS OF THE AFORESAID RESIGNED COMMISSIONERS, WHICH UNEXPIRED TERMS SHALL END IN MARCH 2024 IN ACCORDANCE WITH SECTION 3.03 OF THE CHARTER OF THE TOWN OF MANALAPAN; PROVIDING A CONFLICTS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, four vacancies have been created on the Town Commission due to the resignations of Town Commissioners Carlucci, Granara, Johnstone, and Rosen; and

WHEREAS, the remaining members of the Town Commission are mandated to fill these vacancies by appointing eligible and qualified persons to fill such offices and seats no later than forty-five (45) days after the occurrence of the vacancies in accordance with Section 3.08.B. of the Charter of the Town of Manalapan; and

WHEREAS, the Town Commission desires to fill these vacancies in order to maintain a fully constituted Town Commission and comply with the Town Charter; and

WHEREAS, after fully discussing the issue at length, the Town Commission has reached a decision regarding filling the vacancies in order to best serve the interests of the Town and its Citizens; and

WHEREAS, the Town Commission hereby appoints eligible and qualified persons to fill the aforementioned vacancies for the remainder of their unexpired terms in accordance with the Town Charter.

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

Section 1: The Town Commission does hereby appoint Dwight Kulwin to fill the vacancy on the Town Commission created by the resignation of Aileene Carlucci. The term of new Town Commissioner Seat #4 shall expire in March of 2024 in accordance with Section 3.03 of the Town of Manalapan Charter.

Section 2: The Town Commission does hereby appoint Elliot Bonner to fill the vacancy on the Town Commission created by the resignation of Richard Granara. The term of new Town Commissioner Seat #6 shall expire in March of 2024 in accordance with Section 3.03 of the Town of Manalapan Charter.

Section 3: The Town Commission does hereby appoint Orla Imbesi to fill the vacancy on the Town Commission created by the resignation of Chauncey Johnstone. The term of new Town Commissioner Seat #2 shall expire in March of 2024 in accordance with Section 3.03 of the Town of Manalapan Charter.

Section 4: The Town Commission does hereby appoint David Knobel to fill the vacancy on the Town Commission created by the resignation of Kristin Rosen. The term of new Town Commissioner Seat #5 shall expire in March of 2025 in accordance with Section 3.03 of the Town of Manalapan Charter.

Section 5: All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 6: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 18th day of December 2023.

TOWN OF MANALAPAN

STEWART SATTER, MAYOR

ATTEST:

(Seal)

ERIKA PETERSEN, TOWN CLERK



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: December 18, 2023

Agenda Item No.: RA 1

Agenda Item Name: **Special Exception SE 23-3** 1860 South Ocean Boulevard Trust, 1860 South Ocean Boulevard

ACTION REQUESTED: Discussion ☒ Approval ☐

BACKGROUND:

SE 23-3 1860 S. Ocean Boulevard – 1860 South Ocean Boulevard Trust 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 151.093(F) 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: _____

Property Control # _____

PROPERTY OWNER(S)	AUTHORIZED AGENT(Required if owner not presenting)
Name: 1860 SOUTH OCEAN BOULEVARD TRUST KOCHMAN RONALD S TR	Name: Thomas Benedict
Address: 1860 S OCEAN BLVD MANALAPAN FL 33462	Address: 1525 NW 3rd St. Suite 1 Deerfield Beach FL 33442
Phone:	Phone: 954-570-9500
E-mail:	E-mail: tom@tbbg.net

ARCHITECT/LANDSCAPE ARCHITECT	DEVELOPER/CONTRACTOR:
Name: Thomas Benedict/Brian Bullock	Name: Robert Burrage
Company Name: The Benedict Bullock Group PA	Company Name: RWB Construction
Address: 1525 NW 3rd St. Suite 1 Deerfield Beach FL 33442	Address: 4875 Park Ridge Blvd #110, Boynton Beach, FL 33426
Phone: 954-570-9500 Cell: 954-415-3316	Phone: (561) 270-1808 Cell: 561-602-0604
E-mail: tom@tbbg.net	E-mail: robert@rwbconstructionmgmt.com

APPLICANT'S CERTIFICATION

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

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

RONALD McMAKIN

STATE OF FLORIDA, COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10th day of October, 2023.

by Ronald Mc Makin as owner for _____

Personally known ✓ or Produced Identification _____

Type of Identification _____

Notary Signature

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

1860 S. Ocean Blvd - Beach House Tunnel

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 proposed tunnel is structurally disconnected from dwelling and 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: The proposed tunnel is designed as under-road access only, no additional features.

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

Response: The passageway is proposed to be 8' wide.

(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: This tunnel is for pedestrian and handicapped person access only.

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

Response: Side setbacks are designed to meet the minimum of 20' or greater.

(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: All required governmental agency permits will be provide to the Town prior to 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: The above lighting will be provided and is included in the proposed plans.

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

Response: Secure doors at each end of the passageway are shown on plans.

(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 is designed for consistency with FEMA flood requirements and permitting.

(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 within the passageway is designed as 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 proposed design provides protection from wave uprush into the passageway.

(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: West end of passageway has been designed to prevent direct water flow.

(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: Clearance at siden and above the passageway has been considered in the design.

(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: Appropriate space for above utilities has been provided in this design.

(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: Both east and west setbacks above have been provided as required.

(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.

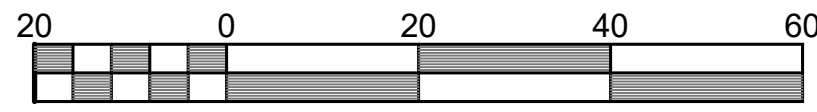
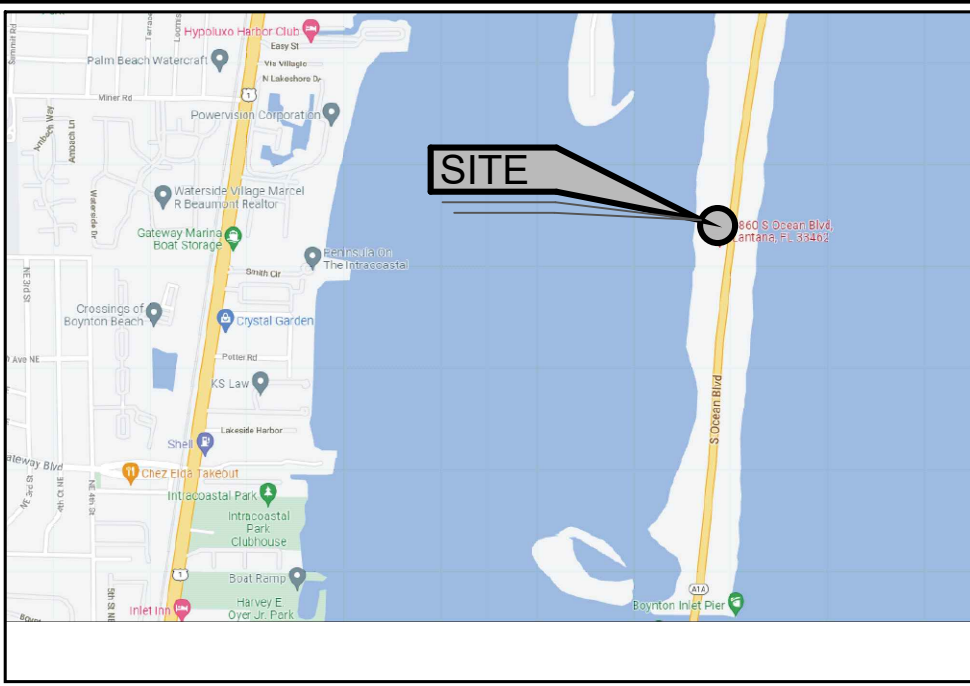
Response: A certified coastal engineer is part of our professional design team.

(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.

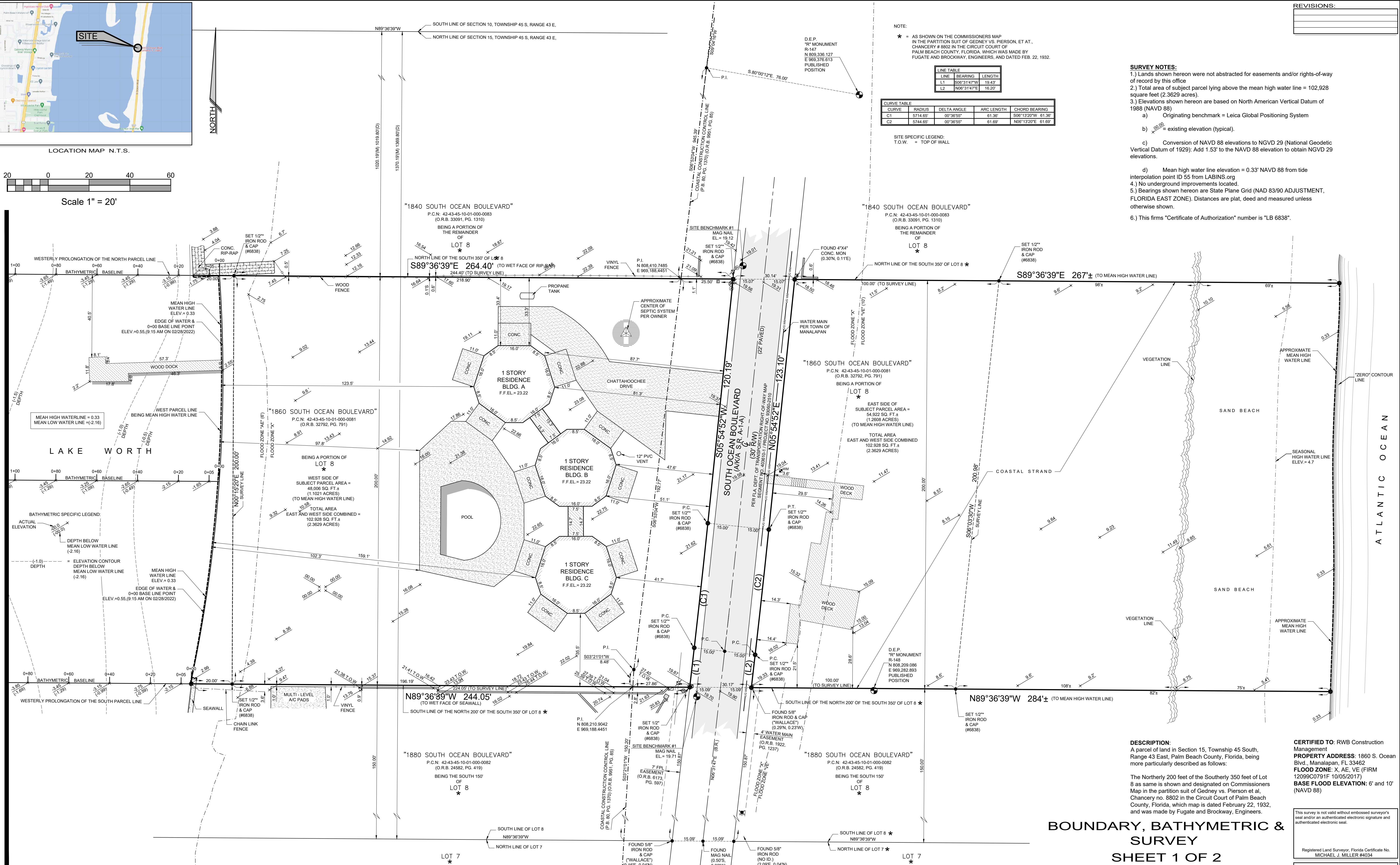
Response: The above statement is noted, understood and agreed to.

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.



FOR CONTINUATION SEE SHEET 2 OF 2



REVISIONS:	

- SURVEY NOTES:**
- 1.) Lands shown hereon were not abstracted for easements and/or rights-of-way of record by this office
 - 2.) Total area of subject parcel lying above the mean high water line = 102,928 square feet (2.3629 acres).
 - 3.) Elevations shown hereon are based on North American Vertical Datum of 1988 (NAVD 88)
 - a) Originating benchmark = Leica Global Positioning System
 - b) ± 0.00 = existing elevation (typical).
 - c) Conversion of NAVD 88 elevations to NGVD 29 (National Geodetic Vertical Datum of 1929): Add 1.53' to the NAVD 88 elevation to obtain NGVD 29 elevations.
 - d) Mean high water line elevation = 0.33' NAVD 88 from tide interpolation point ID 55 from LABINS.org
 - 4.) No underground improvements located.
 - 5.) Bearings shown hereon are State Plane Grid (NAD 83/90 ADJUSTMENT, FLORIDA EAST ZONE). Distances are plat, deed and measured unless otherwise shown.
 - 6.) This firm's "Certificate of Authorization" number is "LB 6838".

DESCRIPTION:
A parcel of land in Section 15, Township 45 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

The Northerly 200 feet of the Southerly 350 feet of Lot 8 as same is shown and designated on Commissioners Map in the partition suit of Gedney vs. Pierson et al, Chancery no. 8802 in the Circuit Court of Palm Beach County, Florida, which map is dated February 22, 1932, and was made by Fugate and Brockway, Engineers.

CERTIFIED TO: RWB Construction Management
PROPERTY ADDRESS: 1860 S. Ocean Blvd., Manalapan, FL 33462
FLOOD ZONE: X, AE, VE (FIRM 12099C0791F 10/05/2017)
BASE FLOOD ELEVATION: 6' and 10' (NAVD 88)

This survey is not valid without embossed surveyor's seal and/or an authorized electronic signature and authorized electronic seal.

Registered Land Surveyor, Florida Certificate No. MICHAEL J. MILLER #4034

CRD. FILE Y220879

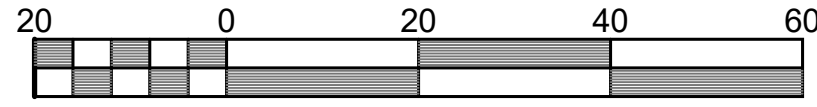
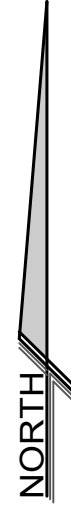
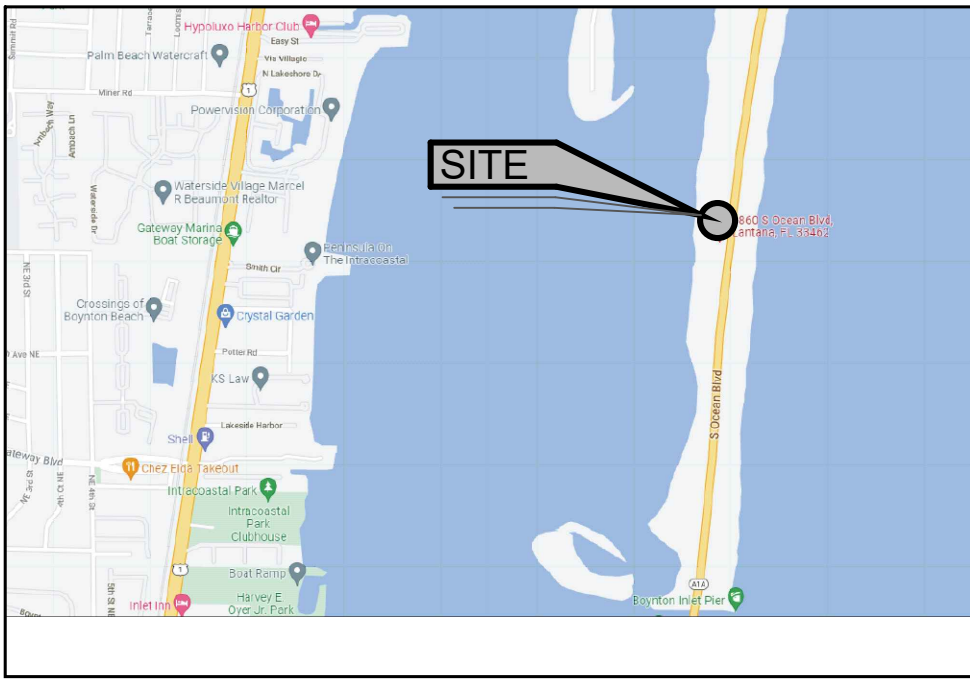
BOUNDARY, BATHYMETRIC & SURVEY SHEET 1 OF 2

SCALE: 1" = 20'
DRAWN BY: PICARD
FIELD WK: J.W. / B.M.
DATE: 08/11/2022

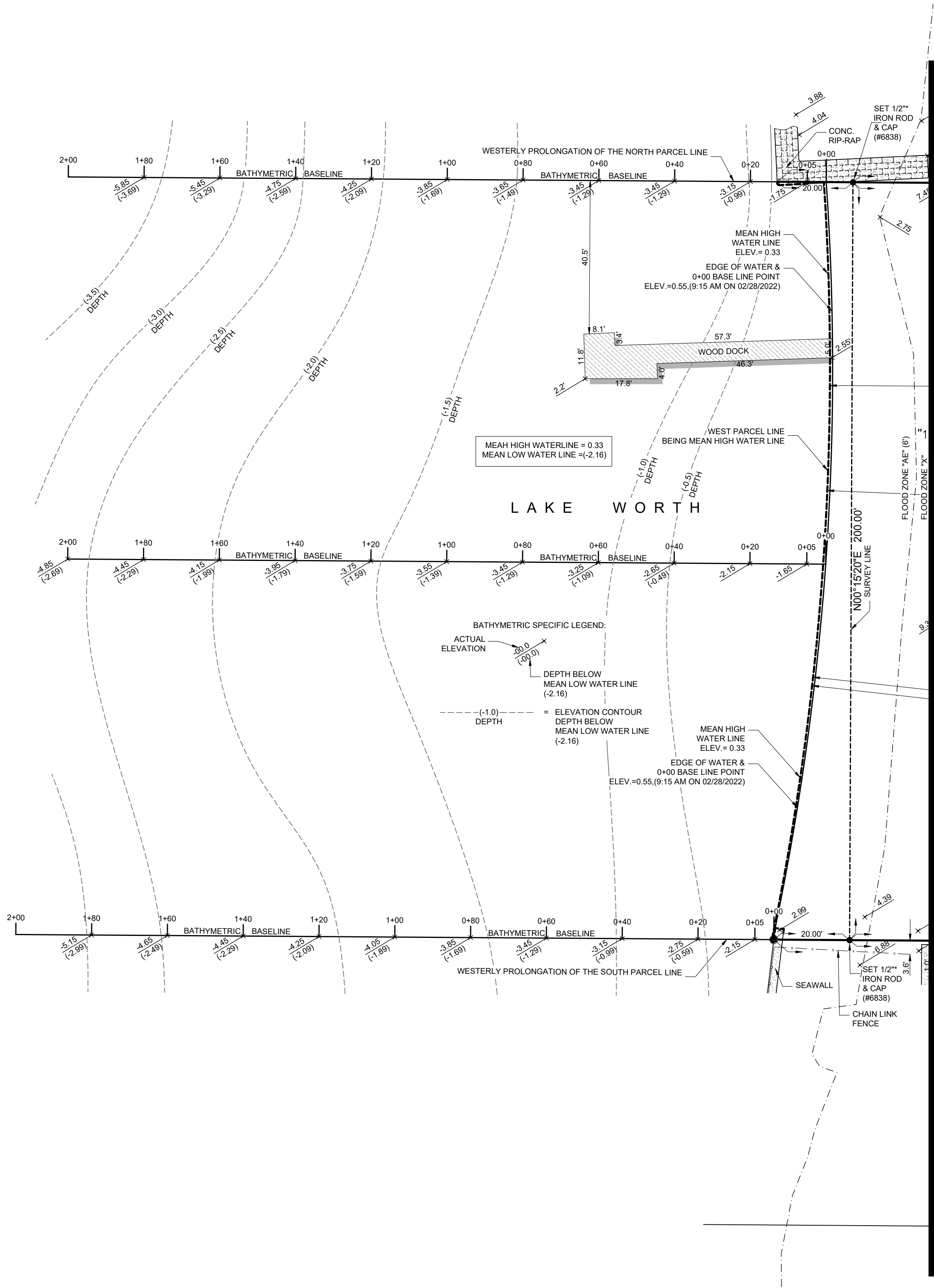
MILLER LAND SURVEYING
1121 LAKE AVENUE
LAKE WORTH BEACH, FLORIDA 33460
PHONE: (561) 586-2669 - FAX: (561) 582-0151
www.millersurveying.com
e-mail: orders@millersurveying.com

REF: T4617 B9219
PREV: Y22016 Y22021
JOB NO.: Y220879
L - 2286 - A

LEGEND:	
CALC. = CALCULATED	(P) = PLAT
C.B.S. = CONCRETE BLOCK STRUCTURE	R = RADIUS
CONC. MON. = CONCRETE MONUMENT	A = CENTRAL DELTA ANGLE
CONC. = CONCRETE	ARC LENGTH = ARC LENGTH
CH.B. = CHAIN BEARING	P.O.B. = POINT OF BEGINNING
D.B. = DEED BEARING	R.W. = RIGHT OF WAY
N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM	CH.F. = CHAIN FENCE
D.B. = DEED BEARING	W.F. = WOOD FENCE
ELEV. = ELEVATION	M.F. = METAL FENCE
P.C. = POINT OF CURVATURE	E. = EASEMENT
P.O.I. = POINT OF INTERSECTION	C. = CENTERLINE
P.R.C. = POINT OF REVERSE CURVATURE	O. = OVERHEAD LINES
P.C.C. = POINT OF COMPOUND CURVATURE	L.T. = LOT LINE
ASPH. = ASPHALT PAVEMENT	
CONC. FLATWORK = CONCRETE FLATWORK	
PAV. BRICK FLATWORK = PAVEMENT BRICK FLATWORK	
WOOD POWER POLE = WOOD POWER POLE	
WATER METER = WATER METER	
FIRE HYDRANT = FIRE HYDRANT	
CATCH BASIN = CATCH BASIN	
SANITARY MANHOLE = SANITARY MANHOLE	



Scale 1" = 20'



FOR CONTINUATION SEE SHEET 2 OF 2

REVISIONS:	

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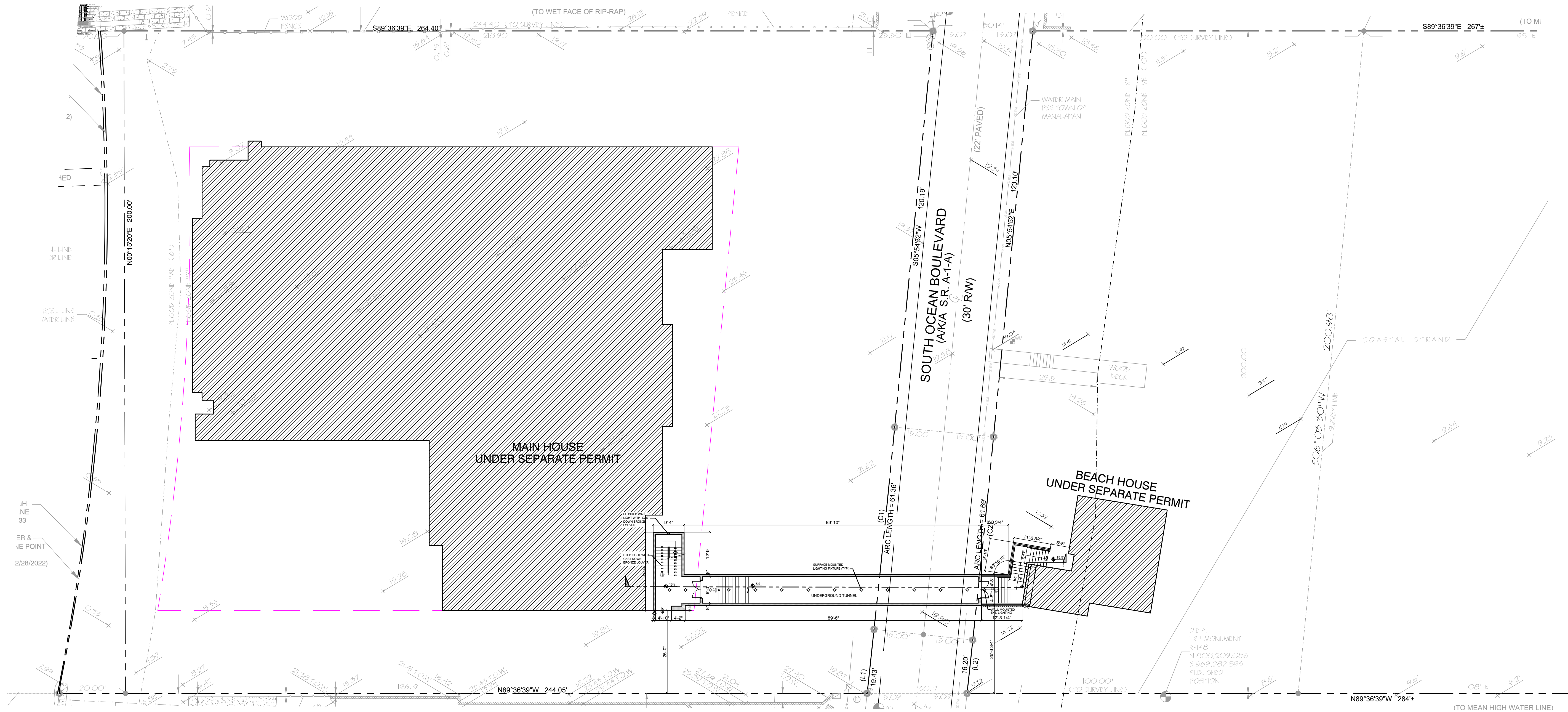
This survey is not valid without embossed surveyor's seal and/or an authenticated electronic signature and authenticated electronic seal.

Registered Land Surveyor, Florida Certificate No. MICHAEL J. MILLER #4034

CRD. FILE Y220879

BOUNDARY, BATHYMETRIC & SURVEY SHEET 2 OF 2

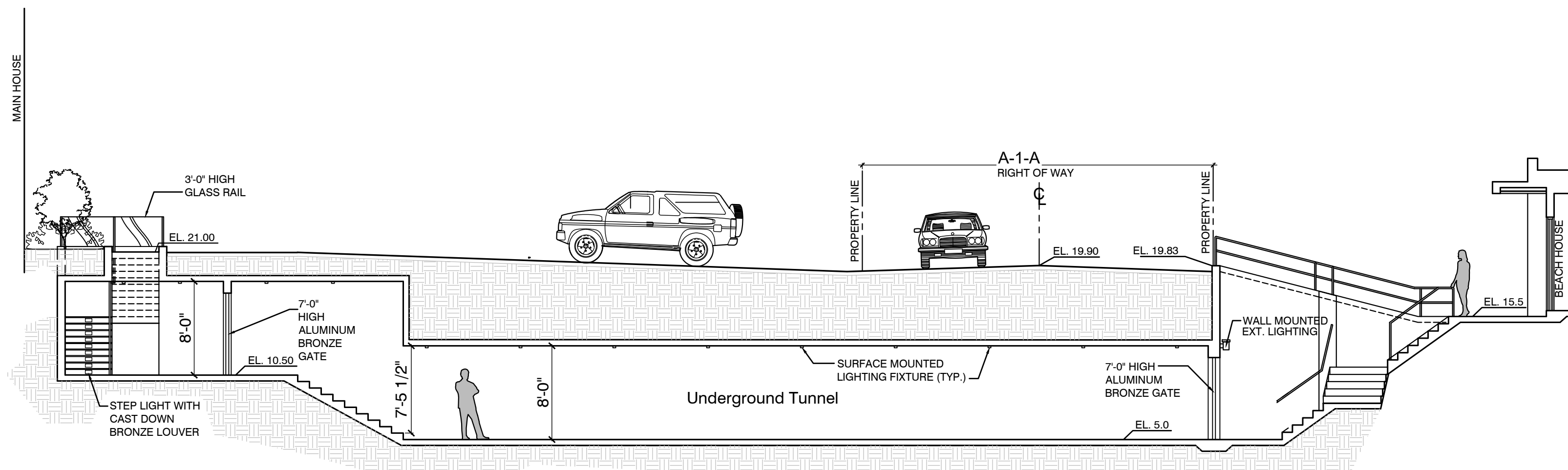
LEGEND:									
CALC.	=	CALCULATED	(P)	=	PLAT	P.I.	=	POINT OF INTERSECTION	- ASPHALT PAVEMENT
C.B.S.	=	CONCRETE BLOCK STRUCTURE	R	=	RADIUS	P.O.C.	=	POINT OF COMMENCEMENT	
CONC. MON.	=	CONCRETE MONUMENT	A	=	CENTRAL "DELTA" ANGLE	P.O.B.	=	POINT OF BEGINNING	CONCRETE FLATWORK
CONC.	=	CONCRETE	L	=	ARC LENGTH	RW	=	RIGHT OF WAY	
D.E.	=	DRAINAGE EASEMENT	B.P.B.	=	CHORD BEARING		=	CHAIN LINE	
U.E.	=	UTILITY EASEMENT	N.G.V.D.	=	NATIONAL GEODETIC VERTICAL DATUM		=	WOOD FENCE	PAVER BLOCK FLATWORK
P.E.	=	POOL EQUIPMENT	D.R.S.	=	OFFICIAL RECORD BOOK		=	WATER	
F.F. EL.	=	FINISHED FLOOR ELEVATION	P.B.	=	PLAT BOOK		=	CENTERLINE	WOOD POWER POLE
EL.	=	ELEVATION	P.C.	=	POINT OF CURVATURE		=	EASEMENT	FIRE HYDRANT
B.R.	=	BEARING REFERENCE	P.T.	=	POINT OF TANGENCY		=	CATCHBASIN	
(D)	=	DEED	P.R.C.	=	POINT OF REVERSE CURVATURE		=	OVERHEAD LINES	SANITARY MANHOLE
M.	=	MEASURED	P.C.C.	=	POINT OF COMPOUND CURVATURE		=	LOT LINE	



UNDERGROUND TUNNEL

1 SITE PLAN
SCALE 1/16"=1'-0"

UNDERGROUND TUNNEL AREA 1,060 SQ. FT.



2 SITE SECTION

SCALE 1/8"=1'-0"

ALL IDEAS, DESIGNS, ARRANGEMENTS, & PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY, & THE PROPERTY OF THE ARCHITECT & WERE CREATED, EVOLVED, & DEVELOPED FOR USE IN & IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY, OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF BRIAN RA BULLOCK, ARCHITECT. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS & CONDITIONS OF THE JOB. THE ARCHITECT MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DETAILS OF ADEQUATE SCALE MUST BE SUBMITTED TO THE ARCHITECT FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION ON ITEMS SO NOTED.

The Benedict Bullock Group, PA	
ARCHITECTURE • PLANNING	
1525 NW 3RD STREET, SUITE #1 DEERFIELD BEACH, FLORIDA 33442 PHONE (561) 575-9500 FAX (561) 575-9550 www.TBGB.net	
UNDERGROUND TUNNEL 1860 S. OCEAN BLVD. MANALAPAN, FLORIDA	
ARCHITECT'S SEAL	
BRIAN BULLOCK, ARCHITECT AR 95754	
DIGITAL SIGNATURE	
DATE	07-10-2023
DRAWN BY	RST
PROJECT NO.	BR2210
UNDERGROUND TUNNEL PLAN & SECTION	
SP-1	



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: December 18, 2023

Agenda Item No.: RA 2

Agenda Item Name: **Special Exception SE 23-4** 1860 South Ocean Boulevard Trust, 1860 South Ocean Boulevard

ACTION REQUESTED: Discussion ☐ Approval ☐

BACKGROUND:

SE 23-4 1860 S. Ocean Boulevard – 1860 South Ocean Boulevard Trust 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 151.093(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: _____

Property Control # _____

PROPERTY OWNER(S)	AUTHORIZED AGENT(Required if owner not presenting)
Name: 1860 SOUTH OCEAN BOULEVARD TRUST KOCHMAN RONALD S TR	Name: Thomas Benedict
Address: 1860 S OCEAN BLVD MANALAPAN FL 33462	Address: 1525 NW 3rd St. Suite 1 Deerfield Beach FL 33442
Phone:	Phone: 954-570-9500
E-mail:	E-mail: tom@tbbg.net

ARCHITECT/LANDSCAPE ARCHITECT	DEVELOPER/CONTRACTOR:
Name: Thomas Benedict/Brian Bullock	Name: Robert Burrage
Company Name: The Benedict Bullock Group PA	Company Name: RWB Construction
Address: 1525 NW 3rd St. Suite 1 Deerfield Beach FL 33442	Address: 4875 Park Ridge Blvd #110, Boynton Beach, FL 33426
Phone: 954-570-9500 Cell: 954-415-3316	Phone: (561) 270-1808 Cell: 561-602-0604
E-mail: tom@tbbg.net	E-mail: robert@rwbconstructionmgmt.com

APPLICANT'S CERTIFICATION

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

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

RONALD McMAKIN

STATE OF FLORIDA, COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10th day of October 2023.

by Ronald Mc Makin as owner for _____

Personally known ✓ or Produced Identification _____

Type of Identification _____

Notary Signature

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

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: Beach house is designed in conformance with all Town zoning requirements, no exceptions.

(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: Proposed Beach House will add value to this and adjacent properties as a feature amenity.

(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: Proposed Beach House is consistent with all applicable Town criteria including size and mass.

(4) That adequate landscaping and screening is provided.

Response: A professionally prepared landscape plan consistent with Town criteria is part of this submittal.

(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: No parking is proposed on Beach House site. All parking is located on principal structure site.

(6) That the use conforms with all applicable regulations governing the district where located, except as may otherwise be permitted for planned unit developments.

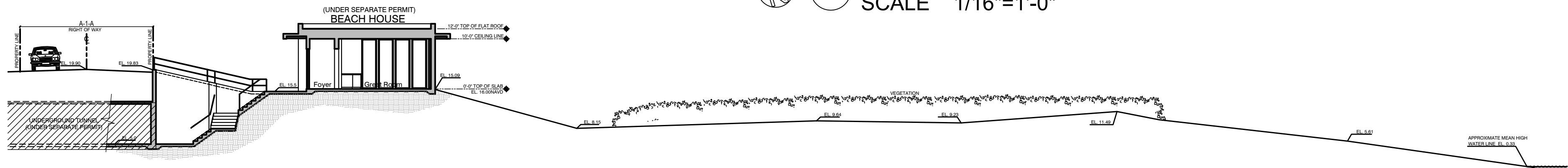
Response: All applicable regulations have been included in this design application.

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

Response: No negative economic, noise, glare or odor impacts are a part of this application.

INDEX OF DRAWINGS
ARCHITECTURAL
SP-1 SITE PLAN
A-1 BEACH HOUSE PLAN, ELEVATIONS & SECTION
A-2 BEACH HOUSE PERSPECTIVES

PROJECT DATA
OCCUPANCY : R3 CONSTRUCTION : TYPE VB
CODES AND REFERENCES :
* THE FLORIDA BUILDING CODE, 2020 EDITION*
* NATIONAL ELECTRIC CODE 2017 EDITION*
FLOOR AREA
BEACH HOUSE A/C SPACE 1,000 SQ. FT.

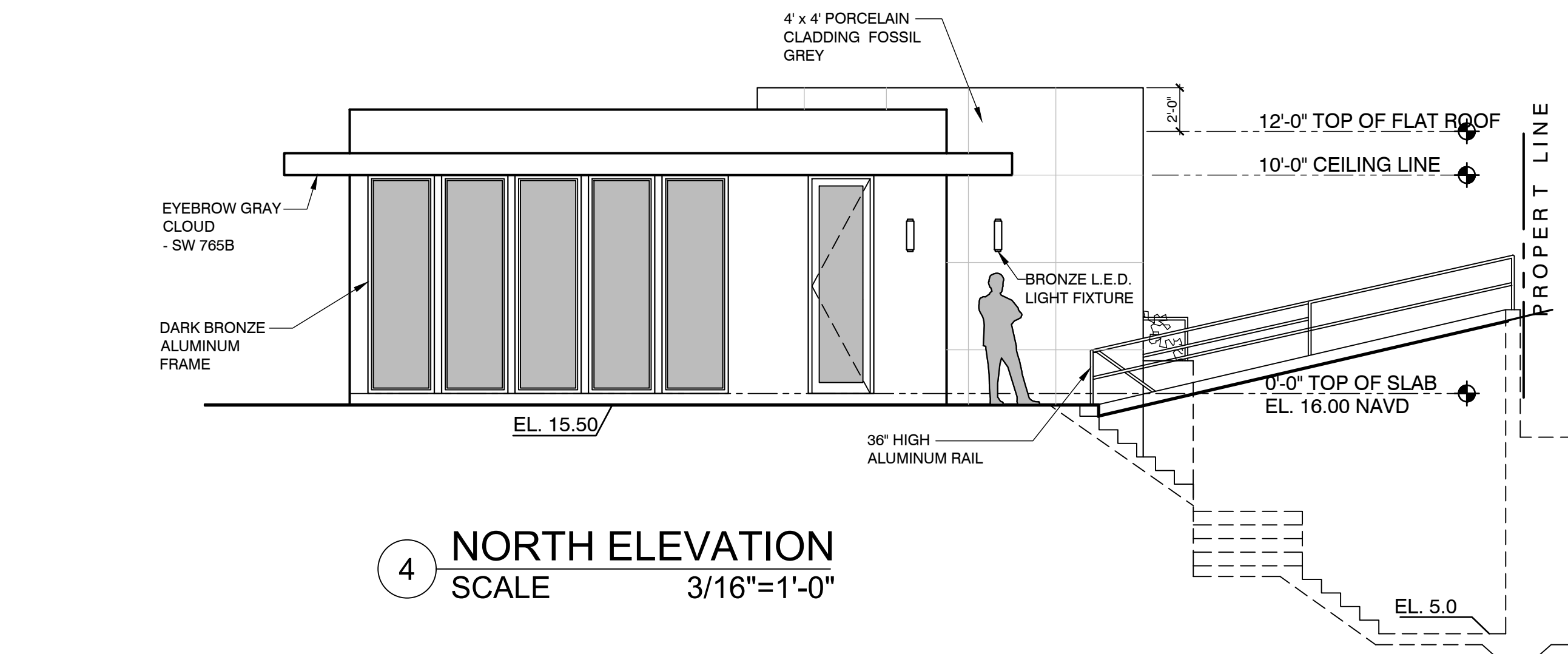


1 BEACH HOUSE
SITE PLAN
SCALE 1/16"=1'-0"

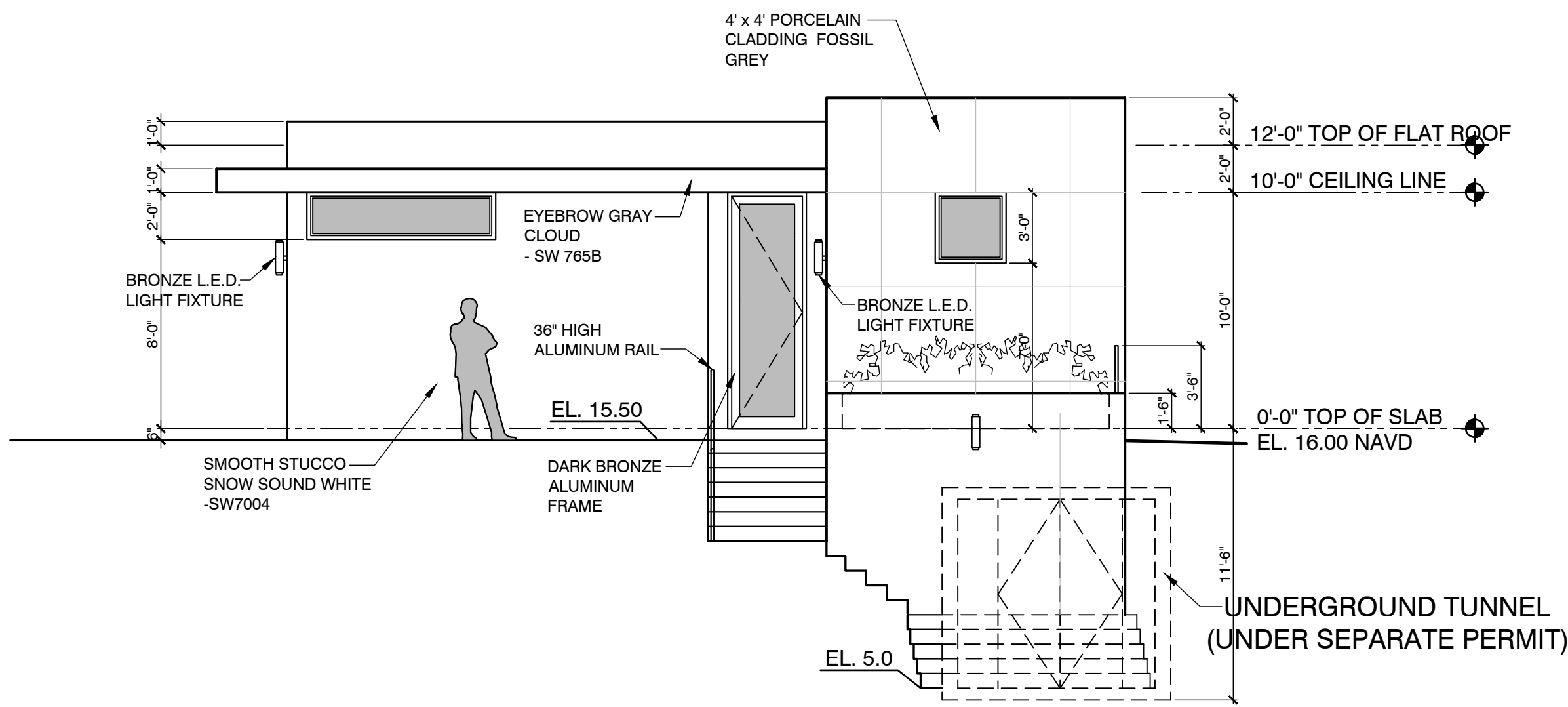
2 SITE SECTION
SCALE 1/16"=1'-0"

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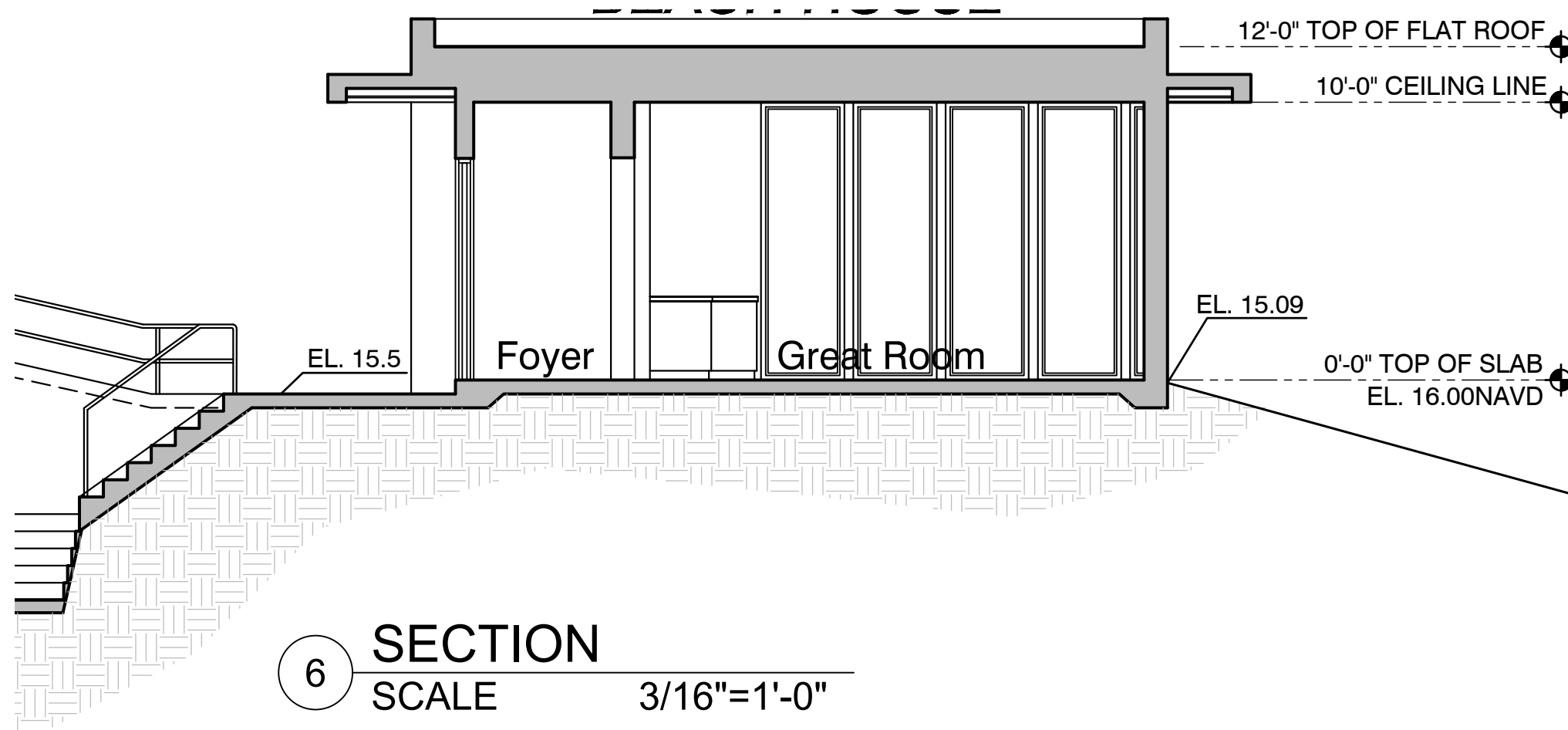
The Benedict Bullock Group, PA	
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1860 S. OCEAN BLVD. MANALAPAN, FLORIDA	
ARCHITECT'S SEAL	
BRIAN BULLOCK, ARCHITECT AR 95754	
DIGITAL SIGNATURE	
DATE	07-10-2023
DRAWN BY	RST
PROJECT NO.	BR2210
SITE PLAN (BEACH HOUSE)	
SP-1	



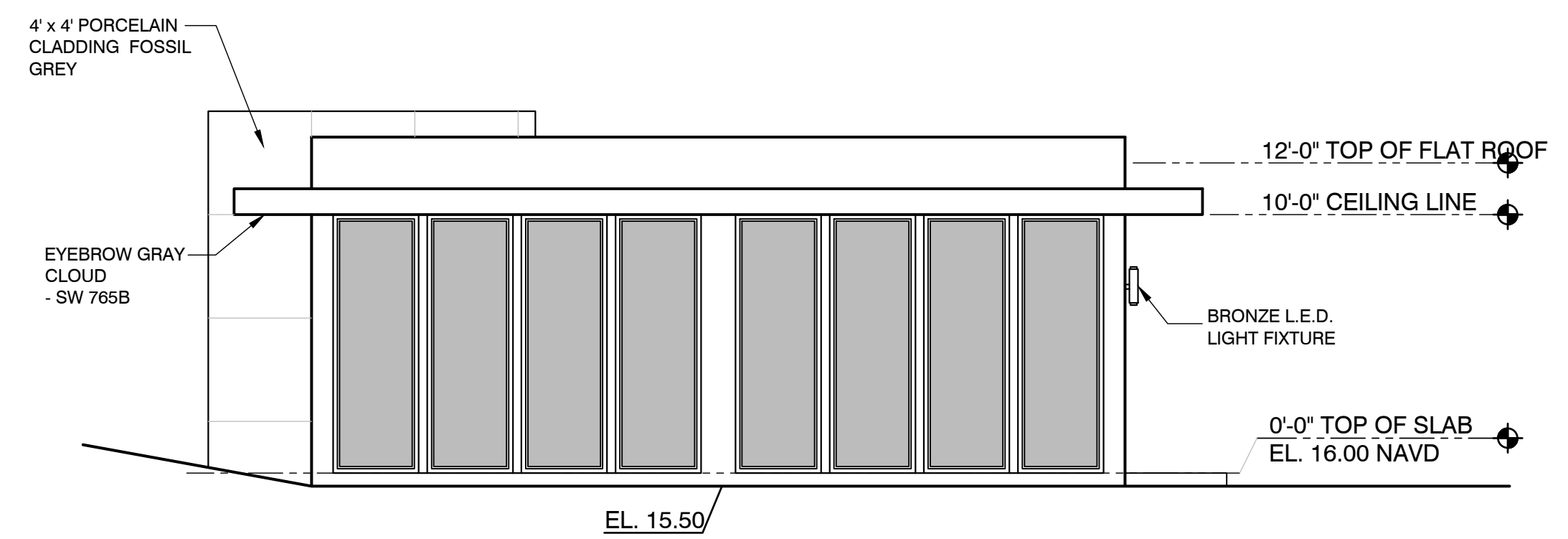
4 NORTH ELEVATION
SCALE 3/16"=1'-0"



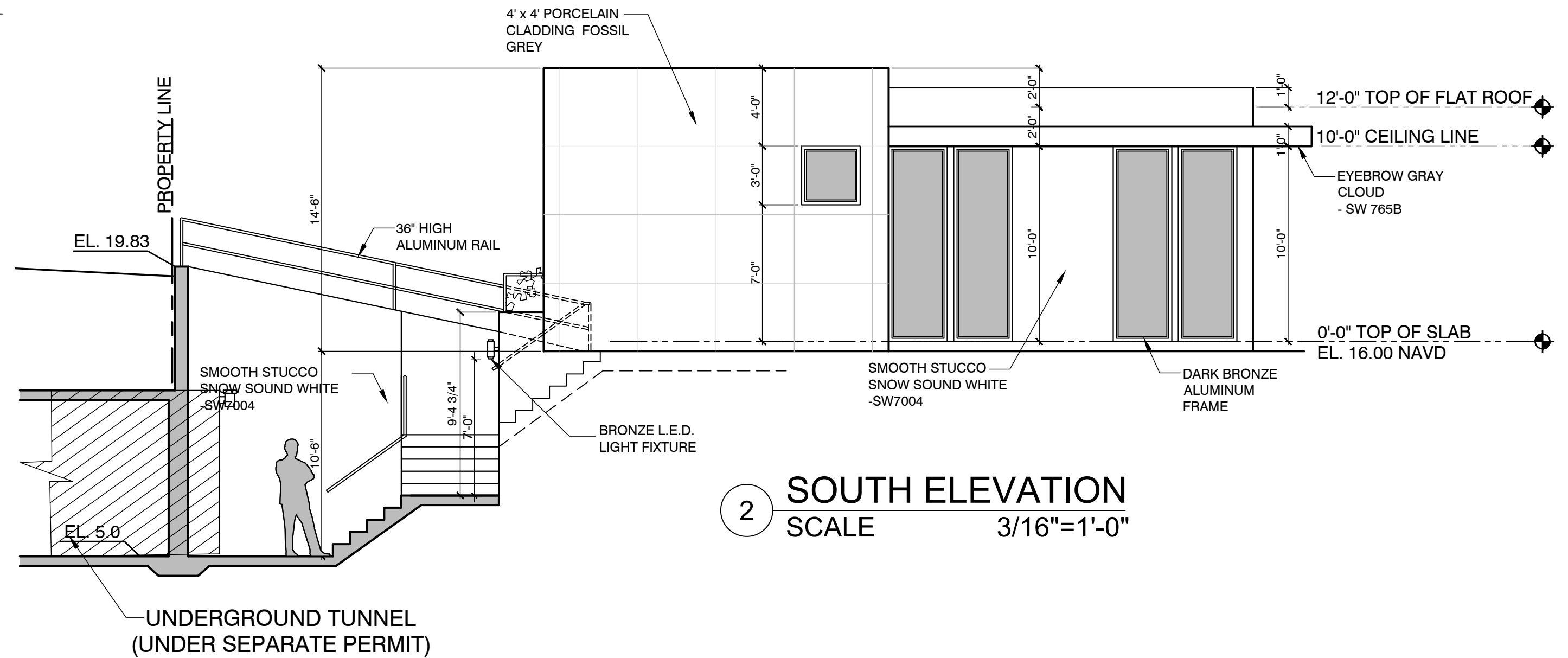
5 WEST ELEVATION
SCALE 3/16"=1'-0"



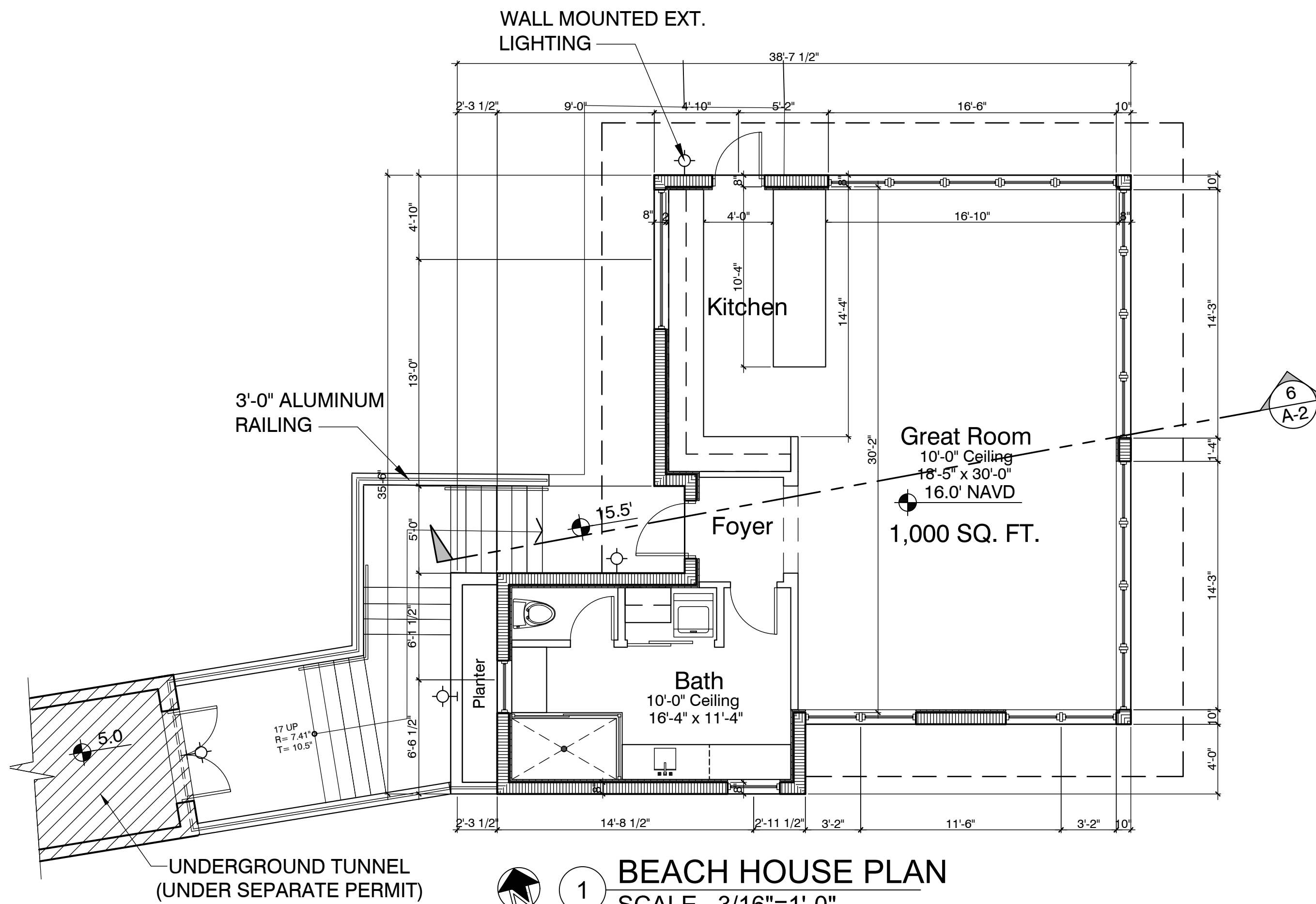
6 SECTION
SCALE 3/16"=1'-0"



3 EAST ELEVATION
SCALE 3/16"=1'-0"



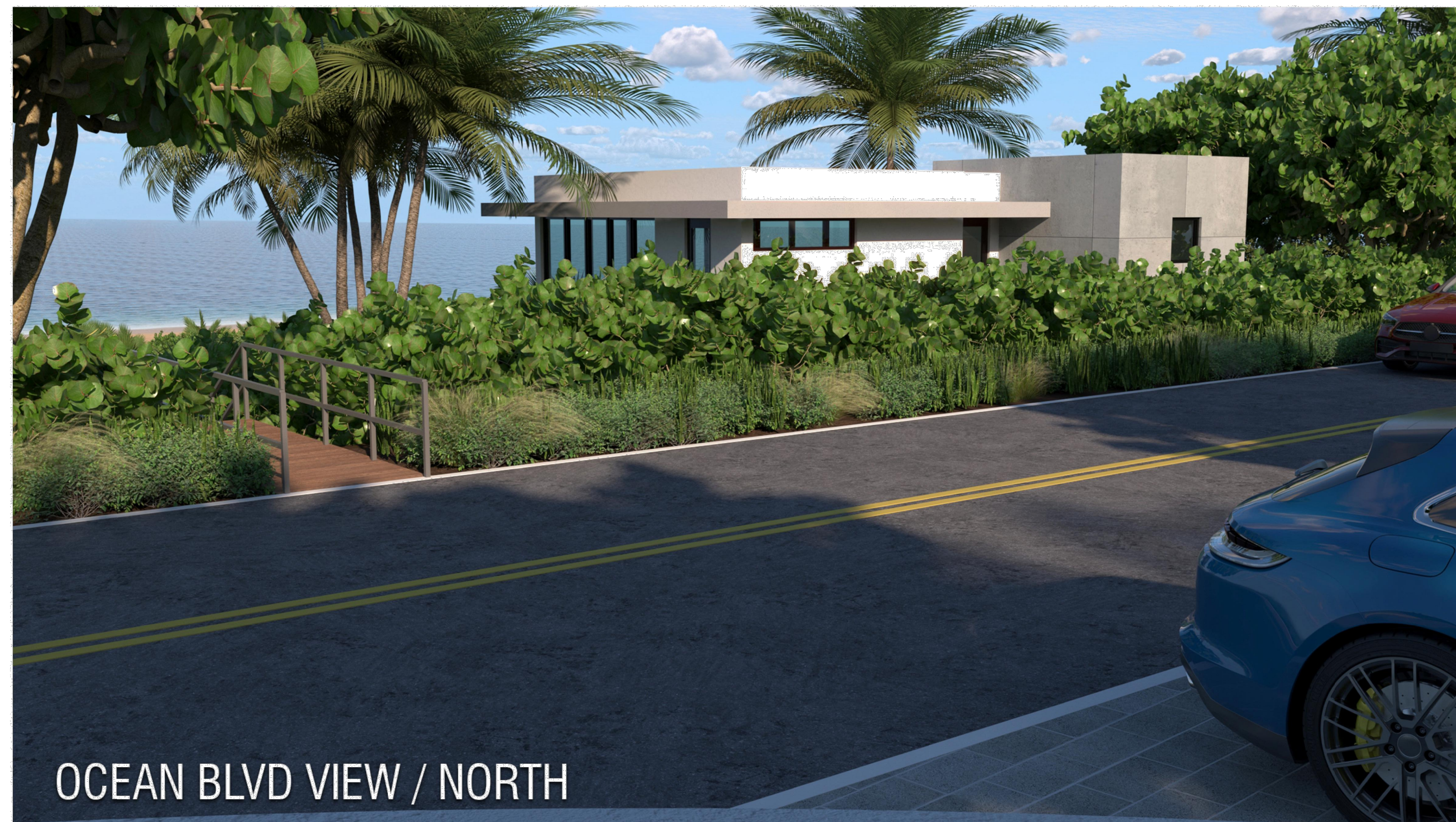
2 SOUTH ELEVATION
SCALE 3/16"=1'-0"



1 BEACH HOUSE PLAN
SCALE 3/16"=1'-0"

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The Benedict Bullock Group, PA ARCHITECTURE • PLANNING 1525 NW 3RD STREET, SUITE #1 DEERFIELD BEACH, FLORIDA 33442 PHONE (561) 570-9550 FAX (561) 570-9550 www.TBBD.net	
ARCHITECT'S SEAL	
BRIAN BULLOCK, ARCHITECT AR 95754	
DIGITAL SIGNATURE	
DATE	07-10-2023
DRAWN BY	RST
PROJECT NO.	BR2210
BEACH HOUSE PLAN, ELEVATIONS & SECTIONS	
A-1	



OCEAN BLVD VIEW / NORTH



BEACH VIEW

1860 S. OCEAN BLVD - BEACH HOUSE

The
Benedict
Bullock
Group, PA
ARCHITECTURE ■ PLANNING



OCEAN BLVD AERIAL



OCEAN BLVD VIEW / SOUTH



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: December 18, 2023

Agenda Item No.: RA 3

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

ACTION REQUESTED: Discussion ☐ Action ☐

BACKGROUND:

Coastal Construction, the General Contractor for 1460 S. Ocean Boulevard, is currently requesting their fourth permit extension (second for permit #8136). 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 that 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. That permit expired August 26, 2023 (this date included the six month COVID extension). Thirty days prior to that expiration, the owner requested a permit extension of eight months (to April 26, 2024) but it was denied by the Town Commission on July 25, 2023. Instead, the Town Commission granted an extension to December 26, 2023. The owner paid \$83,161.53 for the permit extension. The owner has once again reached out thirty days prior to the expiration and is now requesting an extension of four months to April 26, 2024 due to ongoing changes to the Interior Design and other matters. The remaining cost to complete is stated as \$1,368,993.21.

ATTACHMENTS:

- Letter from Coastal Construction
- Cost to complete



November 10th, 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 four (4) 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,

Coastal Homes
Goran Ljustina, Senior PM

Attachment-

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

cc.

Lisa Hamilton
Ed London
Robert Olsen
Gabriela Quadri-Camarotti

Coastal Family of Companies

Attachment No. 1- Cost of work to complete

SITEWORK	\$	50,000.00
METALS	\$	60,993.21
CARPENTRY	\$	40,000.00
FINISHES	\$	500,000.00
SPECIALTIES	\$	68,000.00
EQUIPMENT	\$	150,000.00
POOLS & FOUNTAIN FINISH	\$	250,000.00
PLUMBING & MECHANICAL	\$	100,000.00
ELECTRICAL	\$	150,000.00
HOUSE SUBTOTAL	\$	1,368,993.21

**ORDER OF THE TOWN COMMISSION
TOWN OF MANALAPAN**

IN RE: 1460 S Ocean Boulevard LLC

PROPERTY LOCATION:

1460 South Ocean Boulevard, Manalapan, Florida 33462

LEGAL DESCRIPTION:

COMMISSIONERS MAP GEDNEY VS PIERSON CHANCERY # 8802 S 168 FT
OF N 300 FT OF TR 12

PARCEL CONTROL NUMBER:

42-43-45-10-01-000-0121

**ORDER GRANTING IN PART REQUEST FOR AN EIGHT MONTH
EXTENSION OF BUILDING PERMIT**

This cause came on to be heard upon the above request and the Manalapan Town Commission having considered the request of the property owner and/or its agent and the Manalapan Town Commission being otherwise duly advised,

THEREUPON, THE MANALAPAN TOWN COMMISSION FINDS AS FOLLOWS:

1. The Applicant was issued a building permit on September 28, 2018, which, pursuant to Sec. 152.41 of the Town Code is deemed expired on September 27, 2020 unless an extension is granted.
2. On August 26, 2020, the Applicant made written request for a 24-month extension.
3. In accordance with Sec. 152.41 of the Town Code, the Town Commission has the authority to act on any request for a building permit extension that is greater than ninety (90) days and has discretion to grant a maximum extension of eighteen (18) months for "good cause shown".
4. The Town Commission initially heard the Applicant's request for extension at its regular Town Commission meeting on September 18, 2020, at which time the Town Commission deferred taking final action until January 26, 2021 in order to give the Applicant an opportunity to demonstrate good faith effort at progressing with construction and especially exterior and landscaping improvements.
5. The Town Commission then continued to hear the Applicant's request and reviewed

follow up materials demonstrating the progress made since September 18, 2020 at its regular Town Commission meeting on January 26, 2021. At that time, the Town Commission was not satisfied that the Applicant has demonstrated good cause for the granting of any permit extension as required by Sec. 152.41 of the Town Code.

6. However, in order to allow the Applicant's contractor to continue to work on the site pending the issuance of a new building permit, the Town Commission granted the Applicant a permit extension to expire on February 26, 2021 with the condition that the Applicant apply for a new building permit and pay all associated fees during the said extension.
7. A new permit was issued on February 26, 2021 upon payment of the associated fees and said permit will expire August 26, 2023 unless further extended by the Town Commission.
8. The Applicant has now requested a permit extension of eight (8) months, through April 26, 2024. As noted above, in accordance with Sec. 152.41 of the Town Code, the Town Commission has the authority to act on any request for a building permit extension that is greater than ninety (90) days and has discretion to grant a maximum extension of eighteen (18) months for "good cause shown".

IT IS THEREUPON CONSIDERED, ORDERED AND ADJUDGED BY THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AS FOLLOWS:

The request of 1460 S Ocean Boulevard LLC for an eight (8) month extension of the building permit issued on February 26, 2021 for the property located at 1460 South Ocean Boulevard, Manalapan, Florida, is hereby **DENIED** since "good cause" for granting an eight (8) month extension has not been shown. However, the Town Commission hereby **GRANTS** a four (4) month extension of the building permit issued on February 26, 2021 for the property located at 1460 South Ocean Boulevard, Manalapan, Florida, finding sufficient "good cause" with the following conditions to be met immediately:

1. Payment of fee of \$83,161.53.
2. Submit to inspection by Building Official or designee to confirm no code violations exist on the site.

3. Install landscape screening on north and south property lines.
4. Install crushed rock to any driveway areas to be hardscaped.
5. Install irrigation.
6. Install some type of sod to the remainder of the lot.
7. Paint the exterior of the house per the color approved by ARCOM.
8. Install screen panels on north and south property lines, similar to those currently installed at 1260 South Ocean Boulevard.

DONE AND ORDERED THIS 2 DAY OF AUGUST 2023

* The term "Owner" or Applicant" as used herein shall include all successors and assigns.



MIKE CRISAFULLE, BUILDING OFFICIAL



STEWART SATTER, MAYOR



TOWN OF MANALAPAN AGENDA ITEM SUMMARY

Meeting Date: December 18, 2023

Agenda Item No.: RA 4

Agenda Item Name: Town Manager Stumpf's Report

ACTION REQUESTED: Discussion ☐ Action ☐

BACKGROUND:

- Code enforcement log
- Iguana control update
- Lands End Road Cul de Sac update
- Library Book Sale & Yoga update