



TOWN OF LANTANA

**Town Hall
500 Greynolds Circle
Lantana, FL 33462**

**Regular Meeting
February 23, 2026 - 6:00 p.m.**

For information regarding the procedures for public participation during a Town Council meeting, please refer to the end of this agenda.

***THIS TOWN COUNCIL MEETING CAN BE ACCESSED ONLINE FOR LISTENING PURPOSES ONLY. PLEASE SEE THE LAST PAGE FOR DETAILS.**

1. ROLL CALL, MOMENT OF SILENT PRAYER, PLEDGE OF ALLEGIANCE.

Karen Lythgoe, Mayor _____
Kem Mason, Vice Mayor _____
Christopher Castle, Vice Mayor Pro Tem _____
Jesse Rivero, Councilmember _____
Mark Zeitler, Councilmember _____

LANTANA STAFF: Brian K. Raducci, ICMA-CM, Town Manager; R. Max Lohman, Town Attorney; and Kathleen Dominguez, CMC, Town Clerk

2. AGENDA APPROVAL:

- a. Additions, substitutions, deletions.
- b. Agenda Approval.

3. STAFF AND COMMITTEE REPORTS:

- a. Town Council
- b. Town Manager

4. SPECIAL PRESENTATIONS:

- a. Presentation by S. Lizabeth Martin from the Palm Beach County Commission on Ethics.
- b. Presentation of the Police Department's Employee of the Year Award 2025.

5. APPROVAL OF THE CONSENT AGENDA:

- a. Approval of the January 30, 2026, Town Council Workshop Series Meeting Minutes.
- b. Approval of the February 9, 2026, Town Council Meeting Minutes.
- c. Consideration of a request from the Greater Lantana Chamber of Commerce to waive the Lantana Recreation Center rental fees and to permit a tent installation on the grounds and the temporary parking of a boat for their Annual Lantana Fishing Derby from June 1, 2026,

through June 8, 2026.

- d. Consideration of authorizing the payment of the annual maintenance fee for the Police Department's interoperability radios with the Palm Beach County Board of County Commissioners in the amount of \$34,530.72.

6. ORDINANCES AND RESOLUTIONS:

- a. Consideration of Ordinance No. O-02-2026, by amending Chapter 11, Section 11-30 of the Town Code, to define and regulate roadside vendors and mobile food vendors/food trucks.

Remarks: First Reading

7. QUASI-JUDICIAL HEARINGS:

- a. None.

8. MISCELLANEOUS:

- a. Consideration of CSA No. 2025-12 with Kimley-Horn and Associates, Inc. authorizing engineering services in the amount of \$82,150 for assistance with the Water Distribution System GIS Development – Cycle 1.
- b. Consideration of CSA No. 2025-04 with Baxter & Woodman, Inc., authorizing engineering services in the amount of \$188,171 for the design of the Hillbrath Dr. Gravity Sewer Main Replacement Project.
- c. Consideration of a Ninth Addendum to the Agreement for Professional Services with Baxter & Woodman Inc., (previously Mathews Consulting Inc.), for Engineering Services for a one (1) year period.

9. PUBLIC COMMENTS:

10. FUTURE EVENTS/IMPORTANT DATES (subject to change):

- 02/25/2026 - Planning Commission Meeting, Town Hall Council Chambers, 6:00 p.m. (No meeting this month)
- 02/27/2026 - Drive-In Movie Night, Lantana Sports Park, 7:00 p.m.
- 03/09/2026 - Town Council Meeting, Town Hall Council Chambers, 6:00 p.m.
- 03/10/2026 - Town Election Day (no election necessary).
- 03/14/2026 - Lantana Beach Master Plan Public Charrette, Town Hall Council Chambers, 9:00 a.m. - 12:00 p.m.
- 03/19/2026 - Special Magistrate Hearing, Town Hall Council Chambers, 5:30 p.m.
- 03/21/2026 - Coffee with the Mayor, Le Do Café, 9:00 a.m. - 11:00 a.m.
- 03/23/2026 - Town Council Meeting, Town Hall Council Chambers, 6:00 p.m.
- 03/25/2026 - Planning Commission Meeting, Town Hall Council Chambers, 6:00 p.m.

11. COUNCIL COMMENTS:

12. ADJOURNMENT.

Listen to the Town Council Meeting: Visit <https://www.lantana.org/266/Town-Agendas> and click "View Event" next to the meeting date for the live broadcast. The link will be available when the meeting starts. The recording will be available on-demand after the meeting in the Past Events section.

PROCEDURES FOR PUBLIC PARTICIPATION

Any citizen is entitled to be heard on an official agenda item when the Town Council calls for public comment **OR** any matter not on the agenda under the “Public Comments” section. Citizens desiring to address the Town Council shall step up to the microphone at the podium, state their name and address in an audible voice for the record, and, unless the Chair grants additional time, shall limit their address to three (3) minutes. Citizens who wish to address the Council **MUST** complete a blue public comment card and present it to the Town Clerk before the item is discussed and wait for the Mayor to announce when it is their turn to speak. Likewise, if the public wishes to speak on a matter on the consent agenda, they must complete a blue card and present it to the Town Clerk before the start of the meeting.

Americans with Disabilities Act: 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. Special accommodations can be provided upon request with three (3) working days advance notice of any meeting, by contacting Kathleen Dominguez, Town Clerk at Lantana Town Hall, 500 Greynolds Circle, Lantana, Florida, (561) 540-5000.



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 4b

PREPARED BY: Sean Scheller, Chief of Police

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: February 23, 2026

AGENDA ITEM: Presentation of the Police Department's Employee of the Year Award 2025.

ISSUE/BACKGROUND:

The Police Department is recognizing Executive Secretary Karen Dipolito as the Employee of the Year 2025 for her dedication and devotion throughout the year. Karen has been instrumental in accomplishing various goals and objectives in order to meet the needs of the Police Department.

ATTACHMENT(S):

SAMPLE MOTION:

N/A



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 5a

PREPARED BY: Kathleen Dominguez, CMC, Town Clerk

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: February 23, 2026

AGENDA ITEM: Approval of the January 30, 2026, Town Council Workshop Series Meeting Minutes.

ISSUE/BACKGROUND:

N/A

ATTACHMENT(S):

1. 01-30-2026 Meeting Minutes.docx

SAMPLE MOTION:

N/A



**TOWN OF LANTANA
Workshop Meeting Minutes
January 30, 2026**

1. ROLL CALL, SILENT PRAYER, AND PLEDGE OF ALLEGIANCE.

Mayor Lythgoe called the workshop meeting to order at 9:00 a.m. Town Clerk Kathleen Dominguez called the roll, and a quorum was established with all elected officials in attendance.

A moment of silent prayer was observed, followed by the Pledge of Allegiance.

2. APPROVAL OF AGENDA.

MOTION: Vice Mayor Mason made a motion to approve the agenda, as submitted. Vice Mayor Pro Tem Castle seconded the motion. Motion passed 5-0.

Mayor Lythgoe turned the meeting over to Town Manager Brian Raducci.

3. WORKSHOP SERIES - SESSION 2 RECAP:

The meeting began with a quick recap of the November 21, 2025, workshop discussions from Town Manager Raducci. He then turned it over to Development Services Director Nicole Dritz for her presentation regarding the code revisions for food trucks on public and private property.

a. Consideration of Code Revisions regarding Food Trucks on Public and Private Property.

Director Dritz provided an overview of the discussion held during the November 21, 2025, workshop. She reported that staff have since drafted an ordinance that generally prohibits food trucks within the Town, with specific exceptions for:

- Town-sponsored events.
- Private events at the Town's rental facilities.
- Residential properties (limited to four (4) times per year per resident).

Director Dritz clarified that under the proposed draft, food trucks would be prohibited at commercial, industrial, and mixed-use properties, while remaining permissible at private residences and Town-sponsored events via a permit process.

The Town Council deliberated on a potential exception for the Hypoluxo Island Property Owners Association's (HIPOA) annual picnic at McKinley Park. Concerns were raised regarding the precedent of carving out specific exceptions for private events held in public spaces. The Council explored the possibility of allowing registered HOAs to apply for special

event permits on Town property, but noted that such a provision might inadvertently open public spaces to broader, unregulated use.

Following this discussion, the Council reached a consensus to address the HIPOA picnic through the residential property permit process outlined in the new ordinance.

Town Attorney Lohman also emphasized the need for more stringent requirements for events on Town-owned property, including insurance, cleaning deposits, and potential fee structures. To further resolve related concerns, as recommended by Town Manager Raducci, the Town Council agreed to transition to the subsequent presentation (Item 3b) regarding special event regulations.

b. Consideration of Code Revisions regarding Special Events on Public and Private Property.

Town Clerk Kathleen Dominguez presented a proposal for a two-tiered event approval process to streamline the permitting of small-scale events in town parks. She suggested that events with 60 or fewer attendees would fall under Tier 1, requiring staff approval, while larger events would need Town Council approval. The Town Council agreed to these tiers and then discussed specific exceptions, such as the HIPOA annual picnic at McKinley Park and the Greater Lantana Fishing Derby at the Recreation Center, which would continue as before. Kathleen also clarified that block parties would require Town Council approval due to their high-impact, use of the Right-of-Way, and public safety concerns.

Formalizing McKinley Park Events

A discussion ensued about regulations for the HIPOA's annual picnic event at McKinley Park, where over 60 people typically attend. They agreed that if the event were to continue, it would need to be formalized with a special event permit, including insurance requirements and the applicable food truck permits. The discussion emphasized that while the event builds community, it cannot continue with informal or inconsistent practices. **There was a consensus from the Town Council to categorize the HIPOA Annual Picnic event at McKinley Park as a Tier 2 event, requiring Town Council approval.**

Park Event Regulations and Rentals

Town Clerk Dominguez then presented a proposal to extend green space usage outside of the rental pavilions for overflow seating, which the Town approved for Tier 1 events but not Tier 2. **The Town Council agreed to designate the Recreation Center as the primary venue for large public events, excluding Town-sponsored events.**

A discussion ensued about food truck regulations, deciding to allow them on private property with resident permits or through the facility rental process rather than in public parks. **The Town Council agreed to keep casual park use permit-free for small gatherings, while special events of over 60 people would require Council approval.**

4. MISCELLANEOUS:

- a.** Discussion on the Allowed Materials and Requirements for Swale Areas.
- b.** Discussion on and Consideration of Criteria to be considered for Naming Rights for Town Structures, Buildings, etc.
- c.** Selection of Next Workshop Date.

The next workshop is scheduled for Friday, February 20, 2026, at 9:00 a.m.

5. COUNCIL COMMENTS.

Councilmember Rivero raised concerns regarding the scheduling of workshop meetings during business hours, noting feedback from constituents who may be unable to attend.

Town Manager Raducci and Town Attorney Lohman clarified that workshops are informal sessions intended for staff direction rather than formal legislative action. They noted that while public comment is not taken during these sessions, the meetings remain transparent as they are broadcast and recorded for public viewing. Furthermore, the public will have the opportunity to provide formal input when these items are presented at regular Town Council meetings. Town Attorney Lohman underscored the importance of clear communication to ensure residents understand the distinction between workshop sessions and formal council proceedings.

6. ADJOURNMENT.

The motion was made and carried unanimously. There being no further discussion, the meeting adjourned at 10:05 a.m.

ATTEST:

Mayor Karen Lythgoe

Kathleen Dominguez, CMC, Town Clerk



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 5b

PREPARED BY: Kathleen Dominguez, CMC, Town Clerk

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: February 23, 2026

AGENDA ITEM: Approval of the February 9, 2026, Town Council Meeting Minutes.

ISSUE/BACKGROUND:

N/A

ATTACHMENT(S):

1. 02-09-2026 Meeting Minutes.docx

SAMPLE MOTION:

N/A



TOWN OF LANTANA Regular Meeting Minutes

February 9, 2026

1. ROLL CALL, MOMENT OF SILENT PRAYER, PLEDGE OF ALLEGIANCE.

Mayor Lythgoe called the regular meeting to order at 6:00 p.m. Town Clerk Dominguez called the roll and established a quorum. All elected officials were in attendance.

Mayor Lythgoe led a moment of silence that was followed by the Pledge of Allegiance.

2. AGENDA APPROVAL:

- a. Additions, substitutions, deletions.
- b. Agenda Approval.

Motion: Vice Mayor Mason made a motion to approve the agenda, as submitted. Vice Mayor Pro Tem Castle seconded the motion. Motion passed 5-0.

3. STAFF AND COMMITTEE REPORTS:

a. Town Council

Councilmember Rivero and Vice Mayor Pro Tem Castle reported on their attendance at the Farm Share event on Saturday, February 7, 2026, and commended the organization's impact on the community. Vice Mayor Pro Tem Castle encouraged residents to volunteer for future food distribution events.

Mayor Lythgoe reported attending the Invest Palm Beach luncheon last Thursday, February 5th, where she was interviewed for a national magazine to highlight the Town area for potential investors. She also visited the business market event at the library on Friday, February 6th, the Farm Share event on Saturday, February 7th, and met with officials regarding water main work on Pine St, which is nearly complete.

b. Town Manager

Town Manager Raducci also reported on the Farm Share event and announced that Florida Power & Light (FPL) will be conducting line cleaning in the coming months, with notifications to be sent to affected property owners. He also announced that Town offices will be closed on Monday, February 16th, for Presidents' Day, and the 4th session of the Town Council Workshop series is scheduled for next Friday, February 20th, at 9:00 a.m. in the Town Council Chambers.

4. SPECIAL PRESENTATIONS:

a. Proclamation Recognizing 211 Awareness Month.

Mayor Lythgoe read the proclamation out loud and presented it to Director Elizabeth Burrows and Program Manager Sarah Haas from 211 Palm Beach County.

Director Burrows and Program Manager Haas, representing the 211 organization, highlighted the organization's vital work in providing crisis intervention, support services, and community navigation assistance across their five-county service region. They also provided updates and plans for the community's senior and veterans programs, highlighting the upcoming groundbreaking for a new building in the Town, which will be over 12,000 square feet. Lastly, they shared that 802 seniors were served in the last fiscal year, and the organization is hiring to support their mission of helping people through crisis.

b. Presentation of the State of the Town Annual Report (A Look Back on 2025 and Ahead to 2026).

Mayor Lythgoe presented the following 2025 highlights and 2026 goals from the State of the Town Annual Report.

- **Town Budget and Infrastructure**
 - **\$31.4M budget**, noting its alignment with community-defined priorities.
 - **Property Taxes**: Addressed legislative concerns in Tallahassee, clarifying that the Town receives **19%** (19 cents per dollar) of collected property taxes to fund local amenities.
- **Project Status**: Reported that the **Kmart Village** demolition is expected this quarter, while the **E Ocean Avenue** project remains delayed.
- **Infrastructure**: Updates were provided on water/wastewater projects, road paving, and park enhancements.
- **Community Development and Public Services**
 - **Business Growth**: Discussed the prevalence of vape shops, noting that the Town cannot legally dictate business types provided they meet zoning regulations.
- **Staffing**: Emphasized the importance of **competitive wages** for employee retention and service quality.
- **Departmental Successes**: Highlighted a **47% increase** in new Library card registrations and significant upgrades to public safety equipment and inter-agency communication.
- **Future Planning and Engagement**
 - **Financial Strategy**: Reported successful state funding efforts and the maintenance of a healthy **unassigned fund balance** for possible future bonding requirements.
 - **Upcoming Priorities**: Announced a **visioning session for April** and ongoing utility modernization. Proposals for beach improvements are currently pending.
- **Engagement**: Encouraged residents to utilize **Code Red alerts** and participate in upcoming Town Meetings.

5. APPROVAL OF THE CONSENT AGENDA:

a. Approval of the January 26, 2026, Town Council Meeting Minutes.

Motion: Vice Mayor Mason made a motion to approve the consent agenda, as submitted. Councilmember Zeitler seconded the motion. Motion passed 5-0.

6. ORDINANCES AND RESOLUTIONS:

- a. Consideration of Ordinance No. O-01-2026, amending Chapter 17—Streets, Sidewalks, and Other Public Places, at Article VI, Town Parks, by adopting a new section, 17-79, to adopt regulations prohibiting commercial activity in Town Parks, except under certain circumstances.
Remarks: Second Reading

Mayor Lythgoe introduced the above agenda item.

Town Attorney Lohman read the ordinance title below into the record and provided an overview:

ORDINANCE NO. O-01-2026

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING CHAPTER 17 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES AT ARTICLE VI. TOWN PARKS BY ADOPTING NEW SECTION 17-79. TO ADOPT REGULATIONS PROHIBITING COMMERCIAL ACTIVITY IN TOWN PARKS, EXCEPT UNDER CERTAIN CIRCUMSTANCES, WITH SUCH SECTION BEING ENTITLED “COMMERCIAL ACTIVITY PROHIBITED;” PROVIDING THAT THE REMAINDER OF CHAPTER 17 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.

Town Attorney Lohman provided more details on the ordinance and its intent, which is primarily to protect the Town’s parks and infrastructure, specifically the Town’s waterfront parks.

There were no public comments.

There was no discussion from the Councilmembers.

Motion: Vice Mayor Mason made a motion to adopt Ordinance No. O-01-2026 on second reading. Councilmember Rivero seconded the motion. Motion passed 5-0.

7. QUASI-JUDICIAL HEARINGS:

- a. None.

8. MISCELLANEOUS:

- a. Consideration of CSA No. 2026-02 with Baxter & Woodman, Inc., authorizing engineering services to complete and submit the America’s Water Infrastructure Act (AWIA) Risk and Resilience Assessment and Emergency Response Plan Updates in the amount of \$36,866.

Mayor Lythgoe introduced the agenda item.

Public Services Director Eddie Crockett presented the request and addressed inquiries from the Councilmembers.

There were no public comments.

There was no discussion from the Councilmembers.

Motion: Vice Mayor Pro Tem Castle made a motion to approve CSA No. 2026-02 with Baxter & Woodman Inc., authorizing engineering services to complete and submit the America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment and Emergency Response Plan Updates in the amount of \$36,866, and to authorize the Town Manager to execute the CSA and any amendments thereto. Councilmember Rivero seconded the motion. Motion passed 5-0.

9. PUBLIC COMMENTS:

JJ McDonough, 319 SE Atlantic Dr, Lantana, FL, 33462, raised concerns about several maintenance issues in the Town, including overgrown vegetation, poor median conditions, and neglected first impression areas. He emphasized that these were low-cost, easily addressable problems that could improve the Town's appearance.

Vice Mayor Mason acknowledged his points and thanked him for bringing this to the Town's attention.

Mayor Lythgoe noted that we have to be mindful of staff resources and funding before taking on any additional larger projects.

Tim Higgins and Chad Lang, representing East Coast Valet, 614 N Dixie Hwy, Lantana, FL, 33462, addressed the Council regarding a recently declined permit application for building improvements. They discussed the challenges of matching the existing facade with new walls and windows due to current Code requirements. Specifically, they noted concerns regarding the conditions for approval, which required the removal of an existing wall and the installation of additional landscaping that no one (1) would see.

Town Manager Raducci agreed to visit the site to better understand the situation. Town Attorney Lohman suggested exploring potential code amendments rather than pursuing a variance to address their concerns.

10. FUTURE EVENTS/IMPORTANT DATES (subject to change):

Mayor Lythgoe read the future events and important dates.

11. COUNCIL COMMENTS:

Councilmember Rivero suggested placing the digital signboard at El Car Wash for Town events at the Sports Park.

12. ADJOURNMENT.

The motion was made and carried unanimously. There being no further discussion, the meeting adjourned at 6:50 p.m.

ATTEST:

Mayor Karen Lythgoe

Kathleen Dominguez, CMC, Town Clerk



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 5c

PREPARED BY: Kathleen Dominguez, CMC, Town Clerk

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: February 23, 2026

AGENDA ITEM: Consideration of a request from the Greater Lantana Chamber of Commerce to waive the Lantana Recreation Center rental fees and to permit a tent installation on the grounds and the temporary parking of a boat for their Annual Lantana Fishing Derby from June 1, 2026, through June 8, 2026.

ISSUE/BACKGROUND:

The Greater Lantana Chamber of Commerce (Chamber) has submitted a request to waive rental fees for the Lantana Recreation Center (Recreation Center) and its adjoining field for their 31st Annual Lantana Fishing Derby (Derby). The Derby will take place from June 4 to 7, 2026, and includes two (2) traditional parties: the Captain's Party will kick off the festivities on Thursday, June 4, and the Awards Party will close the event on Sunday, June 7, 2026. Both parties are open to the public.

The setup up and the storage of the Derby's materials is scheduled to take place from Monday, June 1, 2026, at noon, through Monday, June 8, 2026, at 5:00 p.m.

The Chamber's request includes permission to erect and install a tent adjacent to the building and to have exclusive utilization of the Recreation Center facility to set up and secure their materials for the Derby. This would include utilization of the kitchen area, restrooms, and tables and chairs. The Chamber is planning on having the Derby catered and will provide drinks including alcoholic beverages.

The Chamber has confirmed that they will obtain all necessary permits and insurance for the tent, food, and beverage services. Staff has reviewed the request and has no issues or concerns with their requests.

As outlined in Resolution No. R-07-2025, standard rental fees for residents include:

- \$25/weekday
- \$75/hour on weekends or holidays
- \$25 for the food prep area (kitchen)
- \$200 refundable cash security deposit

The Chamber has agreed to obtain the required \$1M liability insurance policy naming the Town as an additional insured. A \$200 security deposit is also required.

In response to the Chamber's sponsorship request for their Derby and to remain consistent with past practice, the Town will proceed with making a \$500 contribution towards this community event in accordance with the FY 2025/26 adopted budget.

ATTACHMENT(S):

1. Lantana Fishing Derby Request Letter and Application.pdf

SAMPLE MOTION:

I move to (approve)(deny approval of) the Greater Lantana Chamber of Commerce's (Chamber) request to waive the Lantana Recreation Center (Recreation Center) rental fees and to permit the tent installation on the adjoining field for the Chamber's Annual Lantana Fishing Derby (Derby) event from Monday, June 1, 2026, to Monday, June 8, 2026, with the condition that the Chamber provides a \$1M liability insurance policy that names the Town as an additional insured and provides security service in accordance with the Town's Rental Policy.



Dear Mayor Karen Lythgoe and Council Members:

The 31st Annual Lantana Fishing Derby will be held this year from Thursday June 4th, 2026 through Sunday June 7th, 2026. This event is celebrated with 2 parties: the Captain's Party will kick off the festivities on Thursday evening, and the Awards Party closes the weekend on Sunday afternoon. Both parties are open to the public and have become great Lantana traditions for the last 30 years.

This year the Chamber would like to hold these events once again at the Lantana Recreation Center and adjoining field. We are requesting to erect a tent adjacent to the building on Monday June 1st at 12PM, to be dismantled on Monday, June 8th by 5pm, and we would like exclusive use of the Recreation Center from Monday June 1st by 12 PM, through Monday, June 8th till 5 PM, so we may set up for the events and secure our materials relating to Derby, the entertainment and food service for the weekend. We would like to request the ability to erect the tent and access to the restrooms, tables and chairs, and the kitchen area on requested days. Our plan at this point is to have food catered for the event and to have the Chamber provide the drinks, including alcoholic beverages. Obviously, the proper permits and insurance for the tent, food and drinks will be obtained.

We are requesting the wavier for the rental fee from the Town.

Thank you for your consideration of this matter. The Chamber Board of Directors agreed to make this request at the next Board meeting.

We thank the Town for its past and continued support of the Chamber and the 31st year tradition of the Lantana Fishing Derby.

On behalf of the Boad of Directors and Members of the Greater Lantana Chamber of Commerce.

Sincerely Yours,

Lee Bersch

Executive Director

Greater Lantana Chamber of Commerce

**TOWN OF LANTANA
SPECIAL EVENT PERMIT APPLICATION**

Special Event Waved
Temporary Permit _____
Facility Usage _____

Application Fee:	1-Day event	\$50.00
	Additional Days	\$50.00 / day

The application should be submitted with an application fee of \$50.00. Should the event be held for more than one day, an additional \$50 per day will be required for each day thereafter.

Complete Application: This Special Event Application must be completed and submitted to the Building Department fifteen (15) days prior to Plan Review Committee (PRC) meeting.

Meeting Schedule: All meetings are held in the Town Council Chambers at Town Hall, 500 Greynolds Circle. The Plan Review Committee (PRC) meets on first Wednesday of each month at 10:00am.

ADDITIONAL MEETINGS: Should the event be held on Town, State, or Federal property, the requested event will need approval of the Town Council. The Town Council meets on the 2nd and 4th Monday's of each month at 6pm in the Town Council Chambers.

THIS PAGE DOES NOT NEED TO BE SUBMITTED WITH THE APPLICATION

**TOWN OF LANTANA
SPECIAL EVENT PERMIT APPLICATION**

PLEASE FILL IN THE FOLLOWING INFORMATION

DATE: 2/5/26

CONTACT PERSON: Lee Bersch

PHONE: 561-350-3007

APPLICANT: Greater Lantana Chamber of Commerce

OWNER: Town of Lantana

IS THIS A NON-PROFIT ORGANIZATION? No

PROPOSED LOCATION: Recreation Center

LOCATION ON PROPERTY: 418 S. Dixie Highway

DATE OF EVENT: June 4-June 7

TIME OF EVENT: June 4 5pm-June 7 5pm

DURATION OF EVENT: 3 day event -Fishing Derby

APPROXIMATE NUMBER OF PARTICIPANTS: 100-250

IF EVENT IS TO OCCUR ON PRIVATE PROPERTY, ARE YOU THE OWNER? N/A

IF YOU ARE NOT THE PROPERTY OWNER, WRITTEN PERMISSION FROM THE OWNER MUST BE ATTACHED TO THE APPLICATION

PLEASE ANSWER THE FOLLOWING QUESTIONS:

**TOWN OF LANTANA
SPECIAL EVENT PERMIT APPLICATION**

1. Will you need additional (Police or Private) security?

No

2. Are there sanitary facilities (1 toilet per 50 quests) available?

Yes

3. Are ample trash collection containers available?

Yes

4. Who will empty the trash containers and will additional collection from the Town be required?

No

5. Will you desire any street closures or will barricades be required?

No

6. Will you or other participants require electrical power sources?

Yes

7. Will any type of water supply be needed?

No

8. Will there be a need for vehicles on grassed areas?

No

9. Will there be temporary structures erected such as tents or awnings?

Yes

10. Will off-site parking be needed? Traffic control?

No

11. Will you be requesting a "Temporary Signs" permit from the Building Dept.?

No

12. Will you request any special support or assistance from the Town?

Extra Trash Pick UP

13. Will you be requesting a "Civic Alcohol Permit" to sell beer and wine at the event?

Yes

**TOWN OF LANTANA
SPECIAL EVENT PERMIT APPLICATION**

HOLD HARMLESS AGREEMENT

This AGREEMENT made this ____ day of Feb, 2026, by and between Lee Bersch (hereinafter referred to as APPLICANT,) and the Town of Lantana, Florida, (herein referred to as "TOWN".)

WHEREAS, APPLICANT affirms that all facts set forth in the application are true and correct and understands that the TOWN may impose reasonable conditions upon the permit in order to reduce adverse impacts and to protect the health, safety and welfare of all;

WHEREAS, APPLICANT further agrees to comply with the TOWN'S rules, regulations, and policies for the reasons set forth above; and the TOWN intends to approve APPLICANT'S request;

NOW THEREFORE, in consideration of the above, APPLICANT agrees to release, indemnify, and hold harmless the TOWN from any and all claims, including costs and attorney's fees incurred by the TOWN in defense of such claims, that may arise as a direct result of activities held by APPLICANT and APPLICANT'S participants during the duration of the event for which this permit is issued.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT, including any addendum's attached hereto, on the date and year first written herein.

Lee Bersch

(Applicant)

Lee Bersch

Print Name

Executive Director

Title (Organization, Group, etc.)

Jennifer Sweeten
(Witness)
Jennifer Sweeten

Print Name

STATE OF FLORIDA)

)ss:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 6th day of Feb, 2026 by Lee Bersch, who is personally known to me or who has produced a Florida driver's license as identification and who did/did not take an oath.

Jennifer Sweeten
Notary Public
State of Florida



Jennifer Sweeten
Comm.: HH 378993
Expires: April 4, 2027
Notary Public - State of Florida

**TOWN OF LANTANA
SPECIAL EVENT PERMIT APPLICATION**

**TOWN OF LANTANA
RULES & REGULATIONS/POLICIES & PROCEDURES**

I have read and understood the following Town of Lantana Rules and Regulations for the Event Permit:

- 1. No alcoholic beverages allowed on/in any Town facilities at any time, except by specific approval granted by the Town Council.**
- 2. A code of good conduct must be exhibited by all participants and enforced by APPLICANT.**
- 3. APPLICANT is responsible for the set up and breakdown of the event. When the event is complete APPLICANT must clean up the facility/grounds, i.e. fold and stack tables and chairs, bag refuse and dispose of in dumpster, etc.**
- 4. APPLICANT MUST provide the Town a signed hold harmless agreement and/or a certificate of comprehensive general liability insurance in the amount of \$1,000,000 listing the Town of Lantana as an additional insured. Applicants hosting an event that invites the general public to attend will be required to provide liability insurance in the amount listed above.**
- 5. Groups who use Town property/facilities on a regularly scheduled basis (i.e. monthly meetings) MUST renew their Special Event Permit Application and provide the Town with a hold harmless agreement and/or certificate of comprehensive liability insurance in the amount of \$1,000,000 listing the Town of Lantana as an additional insured on or by January 1 of each year.**
- 6. APPLICANT may be charged a fee for Town Personnel who may be needed to inspect, monitor and/or work the event such as a Building Official, Police Officer, or Public Works Employee.**
- 7. The TOWN reserves the right to cancel any or all activities in part or full at any time if it is deemed in the best interest of the TOWN and the health, safety and welfare of its citizens or facilities.**



APPLICANT

**TOWN OF LANTANA
SPECIAL EVENT PERMIT APPLICATION**

TOWN OF LANTANA USE ONLY

Plan Review Committee meeting date: _____

1. Approved as Submitted

2. Approved with the following conditions:

Permit Issued by: _____

Permit # _____

Fee: _____



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 5d

PREPARED BY: Sean Scheller, Chief of Police

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: February 23, 2026

AGENDA ITEM: Consideration of authorizing the payment of the annual maintenance fee for the Police Department's interoperability radios with the Palm Beach County Board of County Commissioners in the amount of \$34,530.72.

ISSUE/BACKGROUND:

The Town is currently in an Interlocal Agreement (R-2019-1624) with the Palm Beach County Board of County Commissioners (County) for the direct access and maintenance of the County's Public Safety Radio System. Under this agreement, the Police Department's interoperability radios have access to the County's radio system as well, and the maintenance plan should the radios require repairs. This is a recurring annual expense to the Town, which was included in the approved FY 2025/26 budget in the amount of \$34,530.72.

ATTACHMENT(S):

1. Palm Beach County Invoice.pdf

SAMPLE MOTION:

I move to (approve)(deny) the payment of the annual maintenance for interoperability radios in the amount of \$34,530.72 and authorize the Town Manager to execute the same and any amendments thereto, to include future maintenance invoices under this agreement with the Palm Beach County Board of County Commissioners.

Palm Beach County, FL



PAST DUE NOTICE

Invoice Number: 200-FMBS1124250000000031

Acct Number: VC0000002787-00DYS

Past Due Amount	Amount Enclosed
\$34,530.72	

Make checks payable to: Board of County Commissioner

Mail Payment to:

LANTANA TOWN OF
DEBORAH S. MANZO
500 GREYNOLDS CIRCLE
LANTANA FL 33462-4594

Palm Beach County
Finance Department
PO Box 3977
West Palm Beach FL 33402

☐ Check box for change of address

Customer	Account Number	Invoice Number	Notice Date
LANTANA TOWN OF	VC0000002787-00DYS	200-FMBS1124250000000031	01-16-26

Invoice Charges	Due Date
1 INV# FY26 L01, SYSTEM MAINTENANCE FEE 58 RADIOS @ \$135.61/ ea	\$0.00
2 INV# FY26 L01, RENEWAL & REPLACEMENT FEE 58 RADIOS @ \$340.92/ea	\$0.00
3 INV# FY26 L01, NEW RADIO START UP CHARGE 10 RADIOS @ \$3,409.23	\$0.00
4 INV# FY26 L01, SYSTEM MAINTENANCE FEE 51 RADIOS @ \$135.61/ ea	\$6,916.11
5 INV# FY26 L01, RENEWAL & REPLACEMENT FEE 51 RADIOS @ \$340.92/ea	\$17,386.92
6 INV# FY26 L01, NEW RADIO START UP CHARGE 3 RADIOS @ \$3,409.23	\$10,227.69

Total Charges	\$34,530.72
Invoice Charges	Due Date
	12-04-25

Payments Received	\$0.00
Total Amount Due	\$34,530.72

This invoice is currently past due. Please remit payment immediately to avoid further action. If you have already sent your payment, please disregard this notice.

Important Customer Information

SHOULD YOU HAVE OUTSTANDING CREDITS TO YOUR ACCOUNT, THEY WILL APPEAR ON YOUR NEXT STATEMENT. PLEASE DO NOT REDUCE THE INVOICED AMOUNT. REPORT PROBLEMS OR DISCREPANCIES TO THE FACILITIES MANAGEMENT DIVISION AT 233-2003.

301 North Olive Ave., 2nd floor, Rm 203, West Palm Beach, FL 33401 - 561.355.2912



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 6a

PREPARED BY: Nicole Dritz, Development Services Director

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: February 23, 2026

AGENDA ITEM: Consideration of Ordinance No. O-02-2026, by amending Chapter 11, Section 11-30 of the Town Code, to define and regulate roadside vendors and mobile food vendors/food trucks.

Remarks: First Reading

ISSUE/BACKGROUND:

Staff is proposing a text amendment to Chapter 11, Section 11-30 of the Town's Code of Ordinances to define and regulate roadside vendors and mobile food vendors/food trucks.

This ordinance follows three (3) Town Council workshops held on October 10, 2025; November 21, 2025; and January 30, 2026, after which the Town Council directed staff to limit the operation of mobile food vendors/food trucks.

The proposed ordinance prohibits mobile food vendors/food trucks Townwide, except as follows:

- Residential zoning districts (R1A, R1, R3, R15, and MHP): one (1) mobile food vendor/ food truck per residential property per calendar quarter, for one (1) day only; and
- Town-sponsored events, as designated by the Town Manager.

Staff recommends the adoption of Ordinance No. O-02-2026 to establish clear regulations for roadside vendors and mobile food vendors/food trucks, and to ensure consistency with the Town's land use objectives. This ordinance has been reviewed and approved as to form and legal sufficiency by the Town Attorney.

ATTACHMENT(S):

1. Ord-O-02-2026_Mobile_Food_Vendors.docx
2. business-impact-estimate-O-02-2026.docx

SAMPLE MOTION:

I move to (approve)(disapprove) Ordinance No. O-02-2026 on first reading.

ORDINANCE NO. O-02-2026

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING CHAPTER 11 BUSINESS TAXES AND REGULATION, BY AMENDING SECTION 11-30 – ROADSIDE VENDORS REGULATED, PERMIT REQUIRED. TO DEFINE ROADSIDE VENDOR AND MOBILE FOOD VENDOR, AND SET REGULATIONS FOR BOTH NEWLY DEFINED TERMS; PROVIDING THAT THE REMAINDER OF CHAPTER 11 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, the Town Council of the Town of Lantana has determined that a need exists to amend Chapter 11 – Business Taxes and Registration. of the Town’s Code of Ordinances; and

WHEREAS, the Town Council has determined this revision to be in the best interests of the health, safety, and welfare of the citizens of the Town of Lantana.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA:

SECTION 1: Chapter 11 – Business Taxes and Registration. of the Code of Ordinances of the Town of Lantana is amended at Section 11-30 – Roadside vendors regulated, permit required. providing that 11-30 shall hereafter read as follows:

Sec. 11-30. - Vendors regulated; permit required.

(a) Definitions.

(1) Roadside Vendor. Any person or entity who sells or solicits the sale of goods for profit from a temporary location on public or private property, including mobile or stationary vendors, peddlers, hawkers, or similar, excluding the sale of food or beverages.

(2) Mobile Food Vendor / Food Truck. Any person or entity who sells or offers for sale prepared food or beverages from a motorized vehicle, trailer, or other movable unit.

(b) Roadside Vendors – General Rule. The solicitation or sale of goods, food, or services by roadside vendors on public rights-of-way or public property is prohibited unless the event is a town-sponsored event as designated by the Town Manager. Roadside vendors may operate on private property in the C1, C2, I, I/F, MI, MW, or MXD districts subject to the following conditions:

- (1) Must possess written authorization from the property owner or lessee;
- (2) Presence on the property shall be limited to eight (8) hours in a twenty-four-hour period; and
- (3) Must apply for and obtain a roadside vendor permit issued by the Development Services Department.
- (c) Mobile Food Vendors / Food Trucks – Prohibition. Mobile food vendors/food trucks are prohibited in all zoning districts except as expressly authorized in subsections (d) and (e) of this section.
- (d) Residential Exception. In R1A, R1, R3, R15, and MHP residential zoning districts, each residential property may host one (1) mobile food vendor/food truck per calendar quarter, for one (1) day only, subject to compliance with all applicable local, state, and federal health, safety, and licensing regulations.
- (e) Town-Sponsored Event Exception. Mobile food vendors/food trucks may be permitted to operate in any zoning district if such operation is in conjunction with a Town-sponsored event as determined by the Town Manager, or designee, in his/her sole and absolute discretion, subject to any conditions or limitations imposed by the Town.

~~Sec. 11-30. – Roadside vendors regulated, permit required.~~

- ~~(a) Public rights-of-way and public property. The solicitation or sale of goods, food or services for profit by mobile or stationary vendors, peddlers, hawkers, etc., on public rights-of-way and public property is prohibited unless the event is a town-sponsored event as designated by the town manager.~~
- ~~(b) Private property. The solicitation or sale of goods, food or services for profit by mobile or stationary vendors, peddlers, hawkers, etc., other than in a permanent building which otherwise conforms to all ordinances of the town on private property is hereby prohibited, unless the roadside vendor obtains a permit pursuant to the following:~~
 - ~~(1) The property is located in a C1, C2, I, I/F, MI, MW, or MXD district;~~
 - ~~(2) The owner or lessee of the subject property has provided written authorization to the vendor to use the property and such use does not conflict with the permitted use of the property in accordance with its zoning and any special exception use or other authorization;~~
 - ~~(3) The vendor will be present on the property for no longer than three (3) hours in any~~

~~twenty-four-hour period; and~~

- ~~(4) The roadside vendor of goods or services has obtained a roadside vendor permit.~~
- ~~(c) Permit. Any person operating as a roadside vendor shall apply to the development services director and pay the designated fee set by the town council for a roadside vendor permit, with exception of a mobile food vendor which is exempt from obtaining a roadside vendor permit pursuant to state law.~~

SECTION 2: Each and every other Section and Subsection of Chapter 11 Business Taxes and Registration. shall remain in full force and effect as previously enacted.

SECTION 3: All Ordinances or parts of Ordinances in conflict be and the same are hereby repealed.

SECTION 4: 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 5: Specific authority is hereby granted to codify this Ordinance.

SECTION 6: This Ordinance shall take effect immediately upon adoption.

(The remainder of this page is intentionally left blank.)

SECOND AND FINAL READING this 9th day of March, 2026.

Aye	Nay	Mayor Karen Lythgoe
Aye	Nay	Vice Mayor Kem Mason
Aye	Nay	Vice Mayor Pro Tem Christopher Castle
Aye	Nay	Councilmember Jesse Rivero
Aye	Nay	Councilmember Mark Zeitler

(SEAL)

Kathleen Dominguez, CMC, TOWN CLERK

R. Max Lohman, TOWN ATTORNEY



Ordinance No. O-02-2026

Business Impact Estimate

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Proposed ordinance's title:

ORDINANCE NO. O-02-2026: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING CHAPTER 11 BUSINESS TAXES AND REGULATION, BY AMENDING SECTION 11-30 – ROADSIDE VENDORS REGULATED, PERMIT REQUIRED. TO DEFINE ROADSIDE VENDOR AND MOBILE FOOD VENDOR, AND SET REGULATIONS FOR BOTH NEWLY DEFINED TERMS; PROVIDING THAT THE REMAINDER OF CHAPTER 11 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.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Summary: This ordinance amends Section 11-30 of the Town Code to define and regulate roadside vendors and mobile food vendors/food trucks.

Public Purpose: To promote the health, safety, and welfare of the citizens of Lantana by establishing clear definitions and operational boundaries for temporary vendors. The regulations ensure that such commercial activities do not obstruct public rights-of-way and remain compatible with the Town's established zoning districts and permanent business structures.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the [City/Town/Village], if any: (a) An estimate of direct compliance costs that businesses may reasonably incur; (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
--

(c) An estimate of the [City's/Town's/Village's] regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

Direct Compliance Costs: Roadside vendors must secure written authorization from property owners or lessee and obtain a specific vendor permit. They are also subject to strict time limits on private property, restricted to staying no longer than eight (8) hours in a 24-hour period. Mobile food vendors must comply with all local, state, and federal health and licensing regulations to utilize the residential exception.

New Charges or Fees: Roadside vendors are required to pay a designated permit fee set by the Town Council. Note: Mobile food vendors are specifically exempt from the roadside vendor permit requirement pursuant to state law.

Town Regulatory Costs: The Town will incur administrative and enforcement costs related to processing roadside vendor permits and monitoring compliance with zoning and time restrictions. These costs may be partially offset by the permit fees collected from roadside vendors.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Estimate: Moderate. The ordinance directly impacts transient business owners (mobile retailers and food truck operators) seeking to operate within Town limits. It also impacts private property owners in commercial or residential zones who wish to host these vendors as a secondary use of their land.

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: [City/Town/Village] staff solicited comments from businesses in the [City/Town/Village] as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on [City/Town/Village] website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses].

Methodology: This estimate was prepared based on a legal and administrative review of the proposed ordinance text and existing business tax regulations.

General Applicability: This is a generally applicable ordinance that applies to all persons and entities (individuals and businesses alike) seeking to operate as roadside or mobile food vendors within the Town of Lantana. It is not directed at any one specific business entity.



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 7a

PREPARED BY: Maria Rios, Executive Assistant to the Town Manager

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: February 23, 2026

AGENDA ITEM: None.

ISSUE/BACKGROUND:

N/A

ATTACHMENT(S):



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8a

PREPARED BY: Jerry Darr, Assistant Utilities Director

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: February 23, 2026

AGENDA ITEM: Consideration of CSA No. 2025-12 with Kimley-Horn and Associates, Inc. authorizing engineering services in the amount of \$82,150 for assistance with the Water Distribution System GIS Development – Cycle 1.

ISSUE/BACKGROUND:

The Town is requesting that our engineers - Kimley-Horn and Associates, Inc. (Kimley-Horn) continue to assist us with digitizing our various paper and electronic infrastructure records into a multi-functional Geographic Information Systems (GIS) database. As you may recall, Kimley-Horn has already completed this process for our sewer and stormwater infrastructure systems, and is now ready to begin our last discipline - water distribution system.

The Town's water distribution system includes four (4) water billing cycles, and we will review each cycle separately to ensure survey level accuracy, completeness, and to facilitate the budgeting of the necessary funds. CSA No. 2025-12 will take into consideration the Cycle 1 water billing service area and expected to be completed within four (4) to six (6) months after approval.

As a result, staff recommends approval of CSA 2025-12 with Kimley-Horn and Associates, Inc. in the amount of \$82,150, which has been reviewed by our professional staff and our consultant. Funding for this CSA is available if the FY 2025/26 budget.

ATTACHMENT(S):

1. Lantana GIS Water CSA.pdf
2. Lantana GIS Water Fee.pdf

SAMPLE MOTION:

I move to (approve) (deny approval of) CSA No. 2025-12 with Kimley-Horn and Associates, Inc. for engineering services for assistance with the Water Distribution System GIS Development – Cycle 1 in the amount of \$82,150 and to authorize the Town Manager to execute the CSA(s) and any amendments thereto.

TOWN OF LANTANA

CONSULTANT SERVICE AUTHORIZATION NO. 2025-12

Date: January 7, 2025

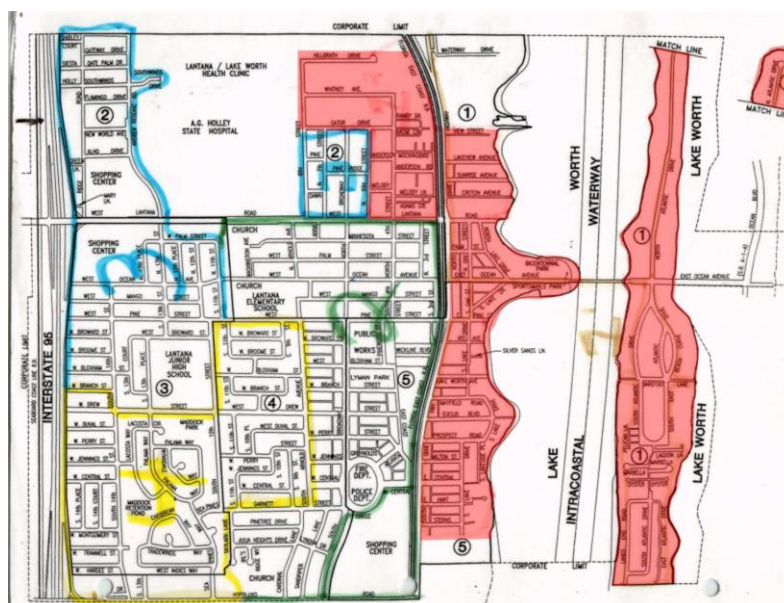
CSA NO. 2025-12 FOR PROFESSIONAL CONSULTING SERVICES: Water Distribution System GIS Development – Cycle 1

The Town of Lantana (“Town” or “Client”) has entered into a professional services agreement entitled “Agreement for Professional Services” with Kimley-Horn and Associates, Inc. (“Consultant” or “Kimley-Horn”) on the 4th day of September 2012. The first amendment to this contract went into effect on September 4th, 2017 and the second amendment to this contract went into effect on September 4th, 2022.

This Consultant Services Authorization (“CSA”) shall be performed under the terms and conditions described in that Agreement.

PROJECT DESCRIPTION

The Town wishes for Kimley-Horn to assist with the conversion of current water distribution infrastructure record data into a standardized electronic geodatabase format. The current mapping for these systems is based on a combination of various paper and electronic records that require manual interpretation methods and field survey data. The Town seeks to create a consistent Geographic Information Systems (GIS) database product that has horizontal control with survey level accuracy. The Town has requested the initial GIS database to be limited to the Cycle 1 service area, as shown below, with the ability to be expandable to additional Cycle service areas in the future. Kimley-Horn will develop the GIS database as stated in the scope of services below.



SCOPE OF SERVICES

Kimley-Horn and Associates, Inc. (Consultant) proposes to provide the following services:

1.0 DATA COLLECTION

Kimley-Horn will conduct a kickoff meeting with the client to establish project goals and confirm the attributes that are desired by the Town to be contained within the final GIS database. During this meeting, Kimley-Horn will review and collect the paper records on file at the Town's offices. We will assemble these records, develop a standard naming convention for document control purposes, and scan the records into a digitized Adobe Acrobat (PDF) format. We anticipate scanning approximately 650 sheets of existing paper records. The collection of field data is further described in Task 2.0. Paper records will be returned to the Town once we have completed digitizing them along with providing PDF files of these records.

Consultant Lump Sum Fee for this Service shall be.....\$5,970.00

2.0 DATA COLLECTION

Kimley-Horn will engage the services of a survey subconsultant to collect field data related to the raw and potable water distribution system infrastructure in the Cycle 1 service area. Horizontal location data will be based on the Wide Area GPS RTK Network with a relative error of 8mm +1 ppm horizontal, 15mm +1 ppm vertical. The values will be NAVD 88 Vertical Datum and Florida State Plan East Zone Horizontal positions from GPS. The data to be collected will consist of the following:

- Water Valves (Horizontal Location)
- Fire Hydrants and Fire Department Connections (Horizontal Location)
- Water Meters (Horizontal Location)

Data will be provided by the surveyor in CAD format with symbols for each feature such that it can be imported into ESRI based GIS software. In the event that the surveyor cannot access the raw water valves or potable water valves, hydrants, fire department connections, or meters or the raw water valves or potable water valves, hydrants, fire department connections, or meters are obstructed, we will inform the Town to remedy the issues.

Consultant Lump Sum Fee for this Service shall be.....\$12,990.00

3.0 GIS DATABASE DEVELOPMENT

Kimley-Horn will convert raw water valves and potable water valves, fire hydrants and connections, and meters from the collected field survey data and utility designations from the subsurface utility collected data, and record drawings to the standardized GIS data schema using industry standard GIS data conversion techniques. When converted, attribution will conform to the data attributes for the system that were agreed upon during project kickoff meeting. Record drawings scanned in Task 1.0 will also be attributed to the individual infrastructure assets as

applicable. Pipe, fittings, and service lines will be included from record drawings as applicable. A unique asset identifier will be assigned to each feature in the data for reference purposes only. Kimley-Horn will use the GIS data to create a basic geometric network for the Cycle 1 service area utilizing ArcGIS for Desktop Advanced software.

It is anticipated that record drawings will not be available for the entirety of the Cycle Area. For this reason, we are proposing that this work be done in an incremental fashion. Once the record drawings for this Cycle Area are obtained and reviewed, we will identify areas of missing information to allow our Subsurface Utility Exploration subconsultant the ability to develop a proposal to perform ground penetrating radar (GPR) scanning services to locate buried pipelines. We will then provide an amendment request to the Town to perform this work (see Task 5.0). The results of this GPR survey will be incorporated into the GIS database to fill in the missing information.

We will respond to one round of review comments from the Town after submittal of the draft GIS database. Kimley-Horn will deliver the final GIS data in ArcGIS File Geodatabase format via FTP, Sharefile, or other appropriate digital data delivery mechanism. Kimley-Horn will coordinate with the Town's external GIS support team to update the Town's AGOL platform with the new water system geodatabase.

Consultant Lump Sum Fee for this Service shall be.....\$38,840.00

4.0 SOFT DIG ALLOWANCE

In order to clarify discrepancies that may be discovered during the development of the GIS Database, the Town has requested that Kimley-Horn provide an allowance for up to (25) soft dig excavations within the Cycle 1 service area. The excavations will allow the existing infrastructure to be observed when discrepancies cannot be resolved through surface observations of record drawings research. Kimley- Horn will engage the services of a subsurface utility exploration (SUE) to air vacuum and survey the test holes and provide the summary with locations in CAD format such that it can be imported into ESRI based GIS software based on the provided established survey control. Kimley-Horn will request permission from the Town prior to performing any soft dig excavations.

Consultant Allowance for Soft-Digs shall be.....\$24,350.00

5.0 SUBSURFACE UTILITY EXPLORATION

Kimley- Horn will engage the services of a subsurface utility exploration (SUE) company to obtain utility designations for the watermain within the Town limits to determine approximate horizontal and vertical locations. The SUE will perform electronic sweeping/targeting, marking, and surveying of the watermain markings. These designations will be surveyed and the survey will be provided in CAD format such that it can be imported into ESRI based GIS software based on the provided established survey control.

Consultant Lump Sum Fee for this Service shall be.....TBD

6.0 ADDITIONAL SERVICES

The undertaking by the Consultant to perform professional services defined within this CSA extends only to those services specifically described herein. If upon request of the Town, the Consultant agrees to perform additional services hereunder, the Town shall be obligated to pay the Consultant for the performance of such additional services, an amount (in addition to all other amounts payable under this CSA) which shall be subject to the terms and conditions set forth in ARTICLE 3 – COMPENSATION, of that certain Agreement for Professional Services, dated September 4, 2012.

Additional services shall include revisions to work previously performed that are required due to a change in the data or criteria furnished to the Consultant, a change in the scope or concept of the project initiated by the Town, or services that are required by changes in the requirements of public agencies after work under this CSA has commenced. Additional Services the Consultant can provide include, but are not limited to, the following:

- Development of additional GIS databases and layers for additional water cycle service areas.
- Performance of additional survey or soft digs to identify specific locations of pressure pipelines.
- Performance of electronic sweeping/marketing of utilities as described in Task 5.0.
- Development of any custom maps.

7.0 INFORMATION AND SERVICES PROVIDED BY THE TOWN

The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Town. The Town shall provide all information and services requested by the Consultant during the project, including but not limited to the following:

- Record Drawings of the existing potable water system
- Record Drawings of the existing raw water system

COMPENSATION FOR SERVICES

Proposed fees and schedule for completion of tasks listed above are summarized below:

Consultant shall provide the above-referenced services on a lump sum basis. All permitting, application, and similar project fees will be paid directly by the TOWN. The total fee for Tasks 1.0 through 4.0 the Scope of Services shall not exceed Eighty-Two Thousand One Hundred Fifty and no cents (\$82,150.00) without the Town's prior written authorization. A fee for Task 5.0 will be provided after the completion of Tasks 1.0 and 2.0. We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule. The Consultant, no later than the 15th day of each month, shall submit invoices to the Town detailing the percentage of work completed with regard to each work task, as set forth in the Scope of Services, during the prior month. Payment shall be made by the Town in accordance with the percentage of work satisfactorily completed as detailed in the submitted invoices. The Town shall make payments to the Consultant in accordance with the Florida Prompt Payment Act.

The Consultant may not commence work on any Consultant Service Authorization approved by the Town without a further written notice to proceed.

Approved by:

TOWN OF LANTANA

KIMLEY-HORN AND ASSOCIATES, INC.

Date: _____

Date: 1/7/26

Brian K. Raducci, Town Manager

Kevin Schanen, Sr. Vice President / Principal

Attest: _____
Kathleen Dominguez, Town Clerk

Attest: _____

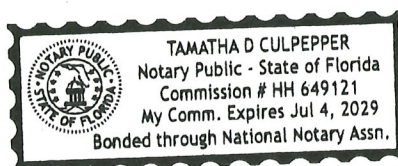
Reviewed by Town Attorney

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 7th day of January, 2026 by Kevin Schanen, Principal of Kimley-Horn and Associates, Inc., a North Carolina corporation, on behalf of the corporation. He/She is (personally known to me) or (has produced identification), Florida Driver's License _____ and (did/did not) take an oath.

Signature of person taking Acknowledgement

Tamatha D Culpepper
Signature of Acknowledger Typed, Printed or Stamped





TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8b

PREPARED BY: Eddie Crockett, Public Services Director

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: February 23, 2026

AGENDA ITEM: Consideration of CSA No. 2025-04 with Baxter & Woodman, Inc., authorizing engineering services in the amount of \$188,171 for the design of the Hillbrath Dr. Gravity Sewer Main Replacement Project.

ISSUE/BACKGROUND:

On Hillbrath Dr, there is an approximate 75-year-old, 100' long, 8" wastewater gravity sewer collection system (System) with five (5) manholes. In April 2025, some of these manholes were found to be at or near overflow levels. When the Town attempted to analyze the System utilizing Closed-Circuit Television (CCTV), it was determined that the System was misaligned or offset, probably due to the settlement of the landfill which was previously located there. The settlement likely resulted in the sagging and separation of the System which can cause blockages and possible groundwater infiltration.

Our engineers - Baxter and Woodman, Inc., recommend replacing the gravity sewer pipes and laterals and rehabilitating the manholes. CSA No. 2025-04 provides the scope of work, schedule (62 weeks), and fees for project management, meetings, data collection (including geotechnical and environmental investigations), final design, permitting, bidding, construction services, and resident project representative services for the replacement of the System on Hillbrath Dr.

Staff recommends approval of CSA 2025-04 with Baxter and Woodman, Inc. in the amount of \$188,171, which has been reviewed by our professional staff and our consultant. Since we became aware of this project after the crafting of the FY 2025/26 budget, funding for the project will be included in a future FY 2025/26 budget amendment.

ATTACHMENT(S):

1. CSA 2025-04 Hillbrath Drive Gravity Sewer Replacement 20260126.pdf

SAMPLE MOTION:

I move to (approve) (deny) CSA No. 2025-04 with Baxter & Woodman, Inc., authorizing engineering services in the amount of \$188,171 to design of the Hillbrath Dr Gravity Sewer Main Replacement Project and authorize the Town Manager to execute the agreement and any amendments thereto.

**TOWN OF LANTANA
BAXTER & WOODMAN, INC.
CONSULTANT SERVICE AUTHORIZATION NO. 2025-04**

“Hillbrath Drive Gravity Sewer Replacement”

Date: January 26, 2026

CSA NO. 2025-04 FOR PROFESSIONAL CONSULTING SERVICES: Engineering services for the “Hillbrath Drive Gravity Sewer Replacement” project.

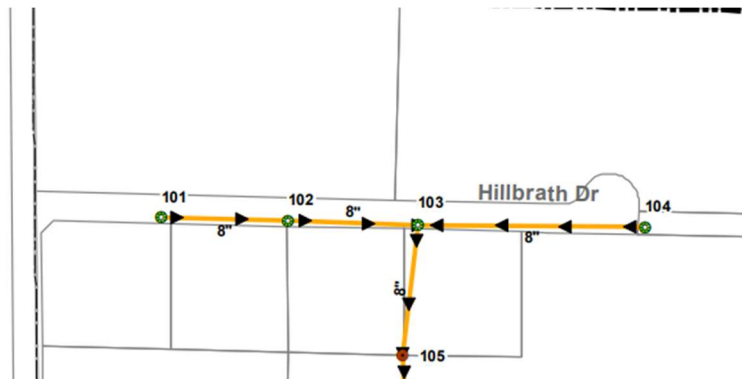
The Town of Lantana has entered into an engineering consulting services agreement entitled “Agreement for Professional Engineering Services” with Baxter & Woodman (“B&W”) on the 12th day of March, 2001, as extended by a “First Addendum” dated February 27th, 2006, as amended by a “Second Addendum” dated November 27, 2006, as amended by a “Third Addendum” dated February 14, 2011, as amended by a “Fourth Addendum” dated January 25, 2016, as amended by a “Fifth Addendum” dated August 22, 2016, as amended by a “Sixth Addendum” dated September 9, 2019, and as amended by a “Seventh Addendum” dated March 12, 2021 and as amended by an “Eighth Addendum” dated March 22, 2022 (the “Agreement”). This B&W Services Authorization (“CSA”) shall be performed under the terms and conditions described in that Agreement.

PROJECT DESCRIPTION

The Town owns and operates a wastewater gravity sewer collection system along Hillbrath Drive that is approximately 1,100 linear feet in length and includes 5 manholes (101, 102, 103, 104, and 105), see **Figure 1**. The Hillbrath Drive gravity sewer system was constructed within an area that was previously a landfill. The Town believes there are unsuitable materials beneath the gravity sewer system that have caused the pipes to settle, sag, and separate. This leads to blockages and infiltration of groundwater. The Town desires to replace the gravity sewer pipes, sewer laterals, and rehabilitate the manholes.

This CSA No. 2025-04 provides the scope of work, schedule, and fees for project management/client workshops/meetings, data collection, final design, permitting, bidding, general services during construction, and resident project representative services for the replacement of the gravity sewer system on Hillbrath Drive.

Figure 1: Hillbrath Drive Gravity Sewer System



SCOPE OF SERVICES

B&W proposes to perform project management, data collection, design, permitting, bidding, general services during construction, and resident project representative services for the replacement of existing gravity sewer main, sewer laterals, and rehabilitation of sewer manholes located on Hillbrath Drive.

Task No. 1 – Project Management and Client Workshops/Meetings

Item 1.1 Project Management

Overall project management. B&W shall provide overall project management, which includes monitoring progress of work on a weekly basis for billing and compliance with established schedule, budget, and work quality requirements, and coordination with team sub-consultant(s) to ensure timely project deliverables and budget management.

Up to three (3) client workshops/meetings shall be attended by B&W with Town staff. B&W shall provide a written summary of the issues discussed at the workshop meetings. These meetings are as follows:

Item 1.2 Kickoff Meeting

Review the Town's goals, objectives, and design standards for the project. Lines of communication for the project will also be established.

Item 1.3 75% Design Stage Review Meeting

75% Design stage review of Construction Drawings (plan and profile view), Technical Specifications, and Construction Cost Opinion.

Item 1.4 100% Design Stage Review Meeting

Final Design stage review of Construction Drawings (plan and profile view), Technical Specifications, and Construction Cost Opinion.

Task No. 2 – Data Collection

Item 2.1 Utility Coordination

B&W shall coordinate with utility agencies (Electric, Telephone, Gas, and Cable TV) which have infrastructure within the areas within the selected pipeline corridor to collect record information. This Item includes reconciling apparent discrepancies between record information and existing photographic and field-verification information.

Item 2.2 Survey Verification

B&W shall provide survey services through its subconsultant, consisting of field topography including vertical and horizontal locations for the existing site features and structures. The survey control will be referenced from the Palm Beach County Control Network which is the North American Datum of 1983 and the 1990 adjustment for horizontal control and the North American Vertical Datum of 1988 for vertical control. All existing facilities and utilities within the project area (design limits) will be referenced and will include the following:

1. Topographic surveys shall be performed the project site. Topographic survey data shall be collected at 25-foot intervals and at major ground elevation changes to depict existing ground profile within the proposed project areas. This shall be accomplished by collecting pertinent data which shall include the following:
 - a. Location of all visible fixed improvements within the project limits including physical objects, roadway pavement, driveways, sidewalks, curb, trees, signs, fences, power poles, buildings (including finished floor elevations), and any other encumbrances, including point of curvature and point of tangency.
 - b. Elevations within project area on a minimum 25-foot grid and will indicate centerline grades, edge of pavement grades and shoulder grades, low points and all property or easement lines.
 - c. Provide and reference a benchmark within the project area. Elevations to be referenced to an existing established County Benchmark.
 - d. Drainage and gravity sewer features including invert elevations, top of structure, bottom of structure, discharge pipe elevations, pipe direction, sizes and materials. Upstream and downstream structures will be located.
2. The above topographical survey data will be prepared in AutoCAD (Version 2023 minimum) format at a plan scale of 1"=20' horizontal.

Item 2.3 Field Verification

B&W shall furnish the services of a professional subsurface utility engineering company to provide utility targeting and underground field locations (i.e. test-holes) of affected existing utilities. Utility targeting will be performed using ground penetrating radar (GPR) or similar technology to locate subsurface utilities. Test-holes shall consist of vacuum or hand excavation, measuring and recording the approximate horizontal, vertical, width and depth data of affected utilities as selected by B&W. In addition to the lump sum fee for utility targeting, B&W has budgeted a not-to-exceed amount of \$6,325 for 10 test-holes for the project (at \$632.50 per test-hole - includes subconsultant multiplier).

Item 2.4 Geotechnical Investigation

B&W shall use the services of a professional geotechnical engineer to provide subsurface investigations of the project area that will include:

1. Perform three (3) standard penetration test (SPT) borings to an average depth of thirty feet.
2. Maintenance of traffic for all geotechnical fieldwork.
3. Coordination with Sunshine (i.e. One Call) prior to performing SPT borings. Evaluate field data collected and provide geotechnical engineering evaluation report. The soil boring locations will be shown on the design drawings and the geotechnical report will be included in the Contract Documents.

Item 2.5 Environmental Investigation

B&W shall use the services of a professional environmental subconsultant to provide soil investigations of the project area and recommendations for remediation should contaminated soils be found. The project is located in the vicinity of a previously located landfill. Identifying the requirements for remediating contaminated soils and incorporating work into the design documents is essential to prevent change orders during construction.

Task No. 3 – Final Design

Final design shall consist of the preparation of Contract Documents consisting of Contract Drawings, Contract Technical Specifications, and Construction Cost Opinion (75% and 100% Design Stages). A summary of the work items to be performed as part of Task No. 3 are included herein.

Item 3.1 Contract Documents

Preparation of Contract Documents shall include Contract Drawings and Contract Technical Specifications. Contract Drawings shall include: cover sheet, general notes, plan drawings, and miscellaneous detail sheets. The drawing scale shall be 1-inch equals 20 feet minimum on 22"x34" sized drawings. B&W shall prepare the engineering design elements on topographic survey information in an AutoCAD release 2023 format.

Construction drawings (one hard copy and in .pdf format) shall be submitted for Town review at 75% and 100% design stages. Technical Specifications (.pdf format) shall be submitted for Town review at 75%, and 100% design stages. B&W shall meet with the Town to discuss comments on the 75% and 100% design stage submittals and incorporate comments into the Bid Set documents. B&W shall furnish with the Bid Set, Contract Drawings in portable document format (PDF) and native AutoCAD release 2023 files and Contract Technical Specifications in .pdf and .doc format on a flash drive.

Item 3.2 Construction Cost Opinion

Preparation of construction cost opinion at 75% and 100% design stages. The construction cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages.

Task No. 4 – Permitting

During the Final Design Phase, B&W shall meet with the potential permitting and other interested agencies to determine all potential permitting requirements. Associated permit application fees shall be determined by B&W and paid by Town. In addition to preparing the permit applications for appropriate regulatory agencies, B&W shall assist the Town in consultations with the appropriate authorities. Consultation services shall include the following:

1. Attend up to one (1) pre-application meeting with the staff the regulatory agency.
2. Attend up to two (2) meetings with each of the regulatory agencies during review of the final permit applications.
3. Respond to request(s) for additional information from the regulatory agency.

Item 4.1 Town of Lantana Public Works/Utilities

1. Construction Right-of-Way Permit

Task No. 5 – Bidding Services

Item 5.1 Bid Advertisement

“Front-end” documents and advertisement shall be prepared by B&W utilizing the latest template to be provided by the Town. The Town shall review and provide comments as necessary. B&W will assemble Bid Set by combining the final “front-end” documents with the Bid Set contract documents.

The Town shall be responsible for any required advertising and will solicit the bid by use of their electronic bidding system. It is anticipated that a single base bid will be utilized.

Item 5.2 Pre-Bid Conference

B&W shall prepare agenda and conduct a mandatory pre-bid conference with interested potential bidders and Town staff. B&W shall provide a written summary of issues discussed and include in the first addenda.

Item 5.3 Bid Clarification

B&W shall issue additional addenda and shall provide supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period.

Item 5.4 Contract Award Recommendation

Town shall open bids and prepare bid tabulation. Town shall provide B&W with bid tabulation and bid responses received, either electronic copy or a hard copy. B&W shall assist Town in evaluating bids, including reference checks, for an award recommendation to the lowest responsive bidder. B&W shall submit to Town written recommendation concerning contract award.

Item 5.5 Conformed Contract Documents

B&W shall prepare conformed Contract Documents (construction drawings and technical specifications) for use by the Contractor and Town during construction.

Task No. 6 – General Services During Construction

Item 6.1 Pre-construction Conference

B&W shall prepare the agenda for and conduct the Pre-construction Meeting with selected Contractor and Town staff. B&W shall also prepare and issue written minutes of the meeting.

Item 6.2 General Administration

B&W shall provide general project administration for the duration of the project. Estimated construction schedule is 4 months (120 calendar days) to Substantial Completion and 5 months (150 calendar days) to Final Completion.

Item 6.3 Submittal Review

B&W shall review Shop Drawing and Product submittals for general conformance with the design intent and provisions of the Contract Documents. Review of up to twenty (20) submittals is included in the budget for this phase of service. B&W will submit reviewed shop drawings/submittals to the Town for their records.

Item 6.4 Monthly Meetings

B&W shall host construction progress meetings monthly and provide a written summary of the issues discussed. Project meetings will be conducted by the Project Manager with the Resident Project Representative also in attendance. Following the meeting, the Project Manager will prepare and distribute meeting minutes to the Town and other attendees. Meetings will be held at the Town of Lantana Utilities Department. Four (4) progress meetings are included in the budget for this task.

Item 6.5 Pay Estimate and Schedule Review

B&W shall review Contractor's monthly payment applications and construction schedule submitted in a format acceptable to the Town. Based on onsite observations as an experienced and qualified professional and on review of Contractor applications for payment and accompanying data and schedules, B&W shall determine the amounts owing to the Contractor and recommend, in writing, payments to Contractor in such amounts. B&W shall review stored materials and associated invoices as required. This also includes monitoring the construction schedule monthly and reporting to the Town conditions which may cause delay in completion. A 5-month construction period is assumed in budgeting these tasks.

Item 6.6 Construction Clarifications

B&W shall respond in writing to Contractor's Request For Information (RFI) regarding the contract documents. Five (5) RFI's are assumed for this task.

Item 6.7 Construction Claims and Changes

B&W shall prepare and negotiate City requested or Contractor initiated Change Orders (CO), and Work Change Directives (WCD) as required during the 5-month construction period. B&W will also review and respond to all Contractor delay claims or requests for compensation within the established construction contract period and respond per the Contract Documents. Five (5) total construction claims and changes are included in the budget for this task.

Item 6.8 Periodic Field Inspections

B&W's Project Manager will visit the project site an average of four (4) hours a month for the estimated five (5) month construction time frame.

Item 6.9 Substantial/Final Completion Inspections/Closeout

In conjunction with Town staff, B&W shall make preliminary and final inspections and assist in the preparation of a Contractor "punch list" to achieve Substantial Completion. Review completion of identified punch list items to assist in the determination that Substantial Completion has been achieved by the Contractor. B&W shall be involved with the project through Contractor Closeout and advise the Town when Final Acceptance of the project has been reached in accordance with the Contract Documents.

Item 6.10 Certification of Construction Completion

B&W shall certify to Town and Regulatory Authorities based on visible project features, B&W's inspections, and review of testing reports that the project was constructed in accordance with the plans and specifications submitted in the permit applications.

Task No. 7 - Resident Project Representative Services

The Resident Project Representative Phase services to be provided by B&W include the following

Item 7.1 Inspections

Engineer will provide a Resident Project Representative (RPR) at the construction site on a periodic part-time basis from the B&W's office of not more than eight (8) hours per regular weekday, not including legal holidays (approximately 20 hours per week for 18 weeks for up to 360 hours) as deemed necessary by B&W, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Contract Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.

Through standard, reasonable means, RPR will become generally familiar with observable completed work. If the RPR observes completed work that is inconsistent with the construction documents, that information shall be communicated to the Contractor and City to address. RPR shall not supervise, direct, control, or have charge or authority over any Contractor's work, nor shall the RPR have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. RPR neither guarantees the performance of any contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the Contract Documents, which the Contractor is solely responsible for its errors, omissions, and failure to carry out the work. RPR shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except B&W's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by B&W.

Part-Time Field Observation provides that the RPR will make intermittent site visits to observe the progress and quality of Contractor's executed Work. Part-Time Field Observation does not guarantee the RPR will observe or comment on work completed by the Contractor at times the RPR is not present on site. Such visits and observations by the RPR, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to B&W in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on B&W's exercise of professional judgment as assisted by the RPR, if any.

Keep a daily record of the Contractor's work on those days that the RPR are at the construction site including the revised agreement that the resident inspector, when onsite. When applicable make notations on nature and cost of any extra work.

Activities performed by B&W under this task consist of furnishing an inspector during the construction of the project, observing the quality of the construction work, and determining, in general, if the construction

is proceeding in accordance with the Contract Documents so that an engineering certification can be made regarding the construction of the proposed improvements.

1. Accompany visiting inspectors representing public or regulatory agencies having jurisdiction over the project. Record, in writing, the outcome of these inspections and report same to Town.
2. Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them to Town, in writing. B&W shall make recommendation for action by the Town.
3. Assist the Contractor in coordinating all required density testing, etc. as required by the Construction Documents.

LIMITATIONS OF AUTHORITY

Except upon written instructions of B&W, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on B&W's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Construction Manager, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not authorize Owner to occupy the Project in whole or in part.

ASSUMPTIONS

Work described herein is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect schedule of Scope of Work, B&W shall advise Town in writing of the magnitude of the required adjustments. Changes in completion schedule or compensation to B&W will be negotiated with Town.

1. Town shall make available all data required for implementation of this scope of services.
2. Town will provide B&W available record drawings of existing facilities and proposed facilities within the project areas.
3. Town personnel will assist in field verification of affected existing Town utilities. This includes painting the locations of water mains & services, raw water mains, sanitary sewers and laterals, and force mains in the field in a timely manner.
4. Town is responsible for coordinating with all private property owners to acquire legal use (easement) for the Town to construct and maintain the improvements.
5. Town is responsible for all permitting fees, including costs of public notification in local newspapers.
6. B&W bases the design on the Federal, State, and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item.

7. B&W assumes that there are no contaminated soils or groundwater in the project area.
8. B&W specifically excludes acquiring dewatering permits which is the responsibility of the Contractor.

ADDITIONAL SERVICES

B&W shall provide additional engineering and inspection services not covered under this Service Authorization. These additional services may be required due to unanticipated and/or unknown deficiencies discovered during the field inspection.

Services performed under this task will be on an as-directed basis in accordance with a written Notice-to-Proceed from the Town Manager. The Notice-to-Proceed issued shall contain the following information and requirements.

- A detailed description of the work to be undertaken.
- A budget establishing the amount of the fee to be paid in accordance with the Agreement.
- A time established for completion of the work.

CONTRACT PERFORMANCE

Proposed fees and schedule for completion of tasks listed above are summarized below:

COMPLETION DATES

The duration of work tasks is summarized below:

Engineering Services	Task Duration	Completion Time from NTP (Weeks)
Task No. 1 – Project Management and Client Workshops/Meetings ⁽¹⁾	62 Weeks	62 Weeks
Task No. 2 – Data Collection ⁽²⁾	8 Weeks	8 Weeks
Task No. 3 – Final Design	16 Weeks	16 Weeks
Task No. 4 – Permitting ⁽³⁾	4 Weeks	20 Weeks
Task No. 5 – Bidding Services	12 Weeks	32 Weeks
Task No. 6 – General Services During Construction ⁽⁴⁾	30 Weeks	62 Weeks
Task No. 7 – Resident Project Representative ⁽⁴⁾	30 Weeks	62 Weeks
	Total Time:	62 Weeks

⁽¹⁾ Occurs during the entire duration of the project.

⁽²⁾ Data Collection occurs concurrently with Final Design.

⁽³⁾ Permitting occurs after submittal of Final Design 100% Design.

⁽⁴⁾ Task No. 6 and 7 occur concurrently.

SUMMARY OF PROPOSED FEES

Proposed labor costs and associated expense for engineering services are tabulated below and provided in **Attachment A**.

Engineering Services	Fees (Lump Sum)
Task No. 1 – Project Management and Client Workshops/Meetings	\$7,323
Task No. 2 – Data Collection ⁽¹⁾⁽²⁾	\$55,365
Task No. 3 – Final Design	\$27,377
Task No. 4 – Permitting	\$2,382
Task No. 5 – Bidding Services	\$6,398
Task No. 6 – General Services During Construction	\$36,718
Task No. 7 – Resident Project Representative	\$50,009
Out-of-Pocket Expenses ⁽³⁾	\$2,600
TOTAL PROJECT COST	\$188,171

⁽¹⁾ Sub-Consultant Fees includes 10% mark-up per Master Agreement.

⁽²⁾ Test Holes and Sketch and Descriptions are a “not-to-exceed” item which are included in this cost.

⁽³⁾ Out-of-Pocket Expenses include the following: printing/reproduction, postage, and mileage.

The Consultant may not commence work on any Consultant Service Authorization approved by the Town without a further written notice to proceed.

Approved by:

TOWN OF LANTANA

BAXTER & WOODMAN, INC.

Date: _____

Date: 1-26-2026

Town Manager

Jeffrey Hiscock, P.E., Vice President

Attest: _____

Attest: _____

Reviewed by: Town Attorney

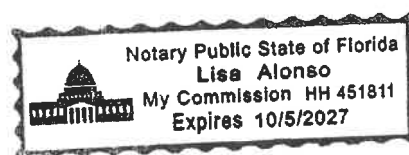
State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this 26 day of January, 2026 by Jeffrey Hiscock, Vice President of Baxter & Woodman, Inc., an Illinois corporation, on behalf of the corporation. He/She is (personally known to me) or (has produced identification), Florida Driver's License _____ and (did/did not) take an oath.

[Signature]
Signature of person taking Acknowledgement

Lisa Alonso
Signature of Acknowledger Typed, Printed or Stamped



Attachment A
Town of Lantana
Hillbrath Drive Gravity Sewer Replacement
Baxter & Woodman, Inc. Fee Table

		Labor Classification and Hourly Rates											
		Principal Engineer \$178.61	Sr. Engineer \$162.37	Engineer \$124.49	Sr. Inspector \$119.07	Inspector \$97.42	Sr. Engineer Tech \$119.07	Cadd \$102.84	Clerical \$75.78	Total Labor	Sub-Consultant Services	Sub-Consultant Services w/ 1.1 Multiplier	Total
Task No.	Task Description												
1	Project Management and Client Workshops/Meetings												
1.1	Project Management	8	15						15	\$5,001.13			\$5,001
1.2	Kickoff Meeting		2	3					1	\$773.99			\$774
1.3	75% Design Stage Review Meeting		2	3					1	\$773.99			\$774
1.4	100% Design Stage Review Meeting		2	3					1	\$773.99			\$774
	Subtotal:	8	21	9	0	0	0	0	18	\$7,323	\$0	\$0	\$7,323
2	Data Collection												
2.1	Utility Coordination		2	4						\$823			\$823
2.2	Survey Verification		2	4						\$823			\$823
2.3	Field Verification		2	4						\$823			\$823
2.4	Geotechnical Investigation		1	2						\$411			\$411
2.5	Environmental Investigation		1	2						\$411			\$411
	Subconsultant - Ritzel-Mason (Survey)										\$11,370	\$12,507	\$12,507
	Subconsultant - Ritzel-Mason (Utility Targeting)										\$6,390	\$7,029	\$7,029
	Subconsultant - Ritzel-Mason (Soft-Digs)										\$5,950	\$6,545	\$6,545
	Subconsultant - Radise (Geotechnical)										\$14,150	\$15,565	\$15,565
	Subconsultant - Radise (Environmental)										\$9,480	\$10,428	\$10,428
	Subtotal:	0	8	16	0	0	0	0	0	\$3,291	\$47,340	\$52,074	\$55,365
3	Final Design												
3.1	Contract Documents												
3.1a	75% Design Stage Submittal	4	20	60				60		\$17,602			\$17,602
3.1b	100% Design Stage Submittal	4	10	30				20		\$8,130			\$8,130
3.2	Construction Cost Opinion		4	8						\$1,645			\$1,645
	Subtotal:	8	34	98	0	0	0	80	0	\$27,377	\$0	\$0	\$27,377
4	Permitting												
4.1	Town of Lantana Public Works/Utilities		4	12			2			\$2,382			\$2,382
	Subtotal:	0	4	12	0	0	2	0	0	\$2,382	\$0	\$0	\$2,382
5	Bidding Services												
5.1	Bid Advertisement		8	4					12	\$2,706			\$2,706
5.2	Pre-Bid Conference		1	2						\$411			\$411
5.3	Bid Clarification		2	8						\$1,321			\$1,321
5.4	Contract Award Recommendation		2	4	4					\$1,299			\$1,299
5.5	Conformed Contract Documents			2				4		\$660			\$660
	Subtotal:	0	13	20	4	0	0	4	12	\$6,398	\$0	\$0	\$6,398
6	General Services During Construction												
6.1	Pre-Construction Meeting		8	2	2					\$1,786			\$1,786
6.2	General Administration	7	52	10						\$10,938			\$10,938
6.3	Submittal Review		10	20					10	\$4,871			\$4,871
6.4	Monthly Meetings		8		4					\$1,775			\$1,775
6.5	Pay Estimate and Schedule Review		8		5					\$1,894			\$1,894
6.6	Construction Clarifications		5	10						\$2,057			\$2,057
6.7	Construction Claims and Changes		10	5	5			10		\$3,870			\$3,870
6.8	Periodic Field Inspections		20	10						\$4,492			\$4,492
6.9	Substantial/Final Completion Inspections/Closeout		4	4	16					\$3,053			\$3,053
6.10	Certification of Construction Completion	2	4	4	4					\$1,981			\$1,981
	Subtotal:	9	129	65	36	0	0	10	10	\$36,718	\$0	\$0	\$36,718
7	Resident Project Representative												
7.1	Inspections 5 months, (21 weeks X 20 hrs/week)				420					\$50,009			\$50,009
	Subtotal:	0	0	0	420	0	0	0	0	\$50,009	\$0	\$0	\$50,009
	Labor Subtotal Hours	25	209	220	460	0	2	94	40				
	Labor Subtotal Costs	\$4,465	\$33,935	\$27,388	\$54,772	\$0	\$238	\$9,667	\$3,031	\$133,497	\$47,340	\$52,074	\$188,571
	Labor Total Costs	\$133,497											
	Subconsultant Costs Total	\$47,340											
	Subconsultant Multiplier	1.10											
	Subconsultant Total	\$52,074											
	Reimbursable Expenses	\$2,600											\$2,600
	Project Total (Lump Sum)	\$188,171											\$188,171



May 21, 2025

Sira "Jockey" Prinyavivatkul, PE
Baxter & Woodman
1601 Forum Place, Suite 400
West Palm Beach, Florida 33401

Ritzel-Mason, Inc.

5330 Van Buren Road
Delray Beach, FL 33484

Phone: 786.472.0358

www.ritzel-mason.com

Subject: Fee Proposal for Survey and Utility Investigation Services

Project: Hillbrath Drive Gravity Sewer

Dear Mr. Prinyavivatkul:

Ritzel-Mason appreciates the opportunity to prepare this fee proposal for providing topographic, right-of-way and subsurface utility engineering (SUE) services on the above referenced project. Ritzel-Mason is registered and licensed in the state of Florida. This letter will serve as our official scope of services and is accompanied by the included fee estimate. The combination of our resources and experience will provide Baxter & Woodman (the Client) with the confidence that Ritzel-Mason is the right choice to complete the project on time and on budget. Ritzel-Mason has been requested by the Client to provide above ground topography, right-of-way, and horizontal & vertical data on utilities.

Project Limits: The limits of our investigation will include a portion of Hillbrath Drive and Whitney Avenue in Lantana, Florida:

1. Hillbrath Drive from 50 feet west of MH#101 to 50 feet east of MH#104. Limits will be right-of-way to right-of-way plus 10 feet.
2. 50-foot-wide area centered on a line from MH#103 to MH#105 lying between properties 604 and 606 Hillbrath Drive to between properties 601 and 605 Whitney Avenue.

See attached exhibit for a depiction of the limits as highlighted in yellow.

Scope of Services: Ritzel-Mason proposed **topographic services** as described below:

Existing horizontal and vertical control will be recovered and/or set as needed. Vertical control will be referenced from the Palm County Control Network which NGVD88 datum. Horizontal control will be relative to NAD 83/11. Benchmarks will be set at a maximum of 600-foot intervals and referenced to an existing established County benchmark.

Above ground data will be obtained to create a surface of the existing conditions. Topography will include visible fixed improvements such as bank lines, natural ground,

curbing, asphalt, above ground utilities, etc. Limits of vegetation and trees equal to or greater than 4-inch DBH (diameter at breast height) will be collected and shown. Sufficient data will be obtained to create a DTM surface. Grade breaks will be included. The maximum interval between points on a straight line will be 50 feet and 25 feet on a curve.

Top of water valve nut elevation will be collected and shown. Finished floor of adjacent buildings will be collected and shown. Above ground utilities connected to the bridge will be included. Any SUE marks marked by Ritzel-Mason and test holes will be located and shown on the survey.

Topographic survey will be prepared in AutoCAD 2024 and 1"=20" scale.

Ritzel-Mason proposes **drainage & gravity sanitary services** as described below:

Ritzel-Mason will locate drainage and gravity sanitary features and pipes including invert elevations, top of structure elevations, bottom of structure elevations, pipe directions, pipe connectivity, pipe sizes and pipe materials. Upstream and downstream structures will be located.

Ritzel-Mason proposes **right-of-way and baseline services** as described below:

Ritzel-Mason will provide right-of-way and baseline on the project limits. If a historic baseline does not exist, one will be created (established from south to north and west to east). Information will be based on readily available data such as plats, deeds, and property appraiser website. Individual lots will be shown but based on GIS data. Field monumentation will be searched and located. Platted easements will be shown.

Ritzel-Mason proposed **SUE services** as described below:

Ritzel-Mason will complete a SUE investigation in general accordance with ASCE Standard 38-02: Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data. Ritzel-Mason will search for the existence and approximate location of subsurface utilities within the project limits except those listed under Exclusions below. The specific work includes:

- A. Records Research through customary means:
 - a. Identify utilities anticipated to exist in the project limits.
 - b. Document responses and compile record information.
- B. Field Investigation using appropriate surface geophysical techniques:
 - a. Documented conductive utilities – designate with the objective of achieving Quality Level B for conductive utilities. Where not possible, lower Quality Levels will be established. Utilities of non-conductive material installed with serviceable tracer wire or tape will be considered conductive. It is important to note, however, that the depicted location of such utilities represents the tracer rather than the actual utility.
 - b. Documented non-conductive utilities – investigate with the objective of achieving Quality Level C. Where not possible, depict at Quality Level D.
 - c. Undocumented utilities – are those utilities that may exist in the project area that have not been previously identified, are not discovered during records research, and for which there is no prior

knowledge. Ritzel will use our standard search protocol in an attempt to determine the existence and approximate location of undocumented utilities; however, this work cannot guarantee that all utilities will be found and depicted.

- C. Quality Level exceptions – the following utilities will be investigated with the objective of achieving the specific Quality Level stated:
- a. Gravity sanitary sewers – Quality Level C.
 - b. Non-conductive utilities with ready access allowing sonde, metal tape or detection rod insertion and tracking – Quality Level B.
 - c. Subaqueous crossings – Quality Level D.
- D. Exclusions – the following utilities and/or components will not be investigated:
- a. Utility vault or manhole interiors
 - b. Traffic control loops
 - c. Signage wiring
 - d. Irrigation lines
 - e. Cathodic protection
 - f. Thrust blocks.
 - g. Septic systems.
 - h. Underground storage tanks, piping and wiring.

Sanitary services lines are include but due to the small diameter of some lines, this is a best effort service.

E. Vacuum Excavation – Test holes

- a. Ritzel-Mason proposes to use vacuum excavation equipment to perform **up to 10 test holes** at locations as directed by the client. Vacuum excavation methods will enable Ritzel-Mason to visualize the utility in question for a high degree of certainty. Ritzel-Mason will make every effort to vacuum excavate to a depth of eight (8) feet using high pressure air methods. However, vacuum excavation will cease when these methods are unable to progress below refusal, such as bedrock or flowable fill. Ritzel-Mason will not employ destructive methods, such as jackhammers or chipping hammers, to break up bedrock or other refusal within a test hole due the high risk of damage to buried utilities and safety risk to employees. Utilities deeper than 8 feet may not be found.
- b. At the completion of each excavation Ritzel-Mason will place an iron rod and cap or a nail and disk at the test hole location and further identify the test hole location with paint marks on the ground surface. We will backfill with native material and compact the soil in 6"-12" lifts as well as provide a permanent restoration of the pavement or ground surface within the limits of the original excavation. We will record maximum depth of the test hole as well as vertical depth of any utility encountered. If a utility is encountered, we will also provide utility type, size, shape, material and orientation to the extent we are able to ascertain this information
- c. Ritzel-Mason will notify Sunshine 811 2 full business days in advance of excavation. Ritzel-Mason will mark the conductive utilities by inductive methods utilizing electromagnetic geophysical prospecting equipment. Known non-conductive utilities will be marked utilizing 2-D Radar (GPR).

- d. Due to mobilization costs a minimum of 4 test holes can be requested or mobilization costs will be charged.
- e. Ritzel-Mason cannot provide vacuum excavation in areas where obstructions, such as unmovable vehicles or storage exist.

Basis and Assumptions: Unless specifically stated otherwise in the Scope of Services, this proposal is conditioned on the following. Differences may result in necessary changes to the proposed scope and fee.

- Ritzel-Mason will have ready access to the project area. Construction or clearing activities required for access to perform field services are not included.
- Standard Maintenance of Traffic (MOT) is included. Extraordinary MOT such as lane closures, route detouring, crash trucks, off-duty police officer, railroad flagging fees and other efforts deemed atypical are not included.
- Field work can be completed within normally accepted business hours and without the need for overnight or weekend work.
- Possible delays due to weather conditions will be discussed with the client and may affect schedule.
- Confined space entry is excluded.
- Entry onto private property beyond incidental, or where prohibited, is not included.
- Entry into buildings is not included.
- Permits are not included but can be requested, if needed at additional cost.

Client Responsibilities:

- Participate in permit applications as needed.
- Assist Ritzel-Mason as able in obtaining records of utilities in the project area owned by others.
- Provide or facilitate access to project area for field investigations.

Deliverables:

- Paint marks and flags will depict the approximate horizontal position of underground utilities detected
- A PDF and AutoCAD 2021 DWG file will be provided of the drainage, topography, baseline, SUE and right-of-way
- XML of DTM

Schedule:

We propose to mobilize for this work 10 business days from receipt of this proposal duly signed and barring any unforeseen condition.

Fees:

Topographic services as described above for a lump sum fee of **\$7,990**

Drainage & gravity sanitary services as described above for a lump sum fee of **\$1,590**.

Right-of-way and baseline services as described above for a lump sum fee of **\$1,790**.

Hillbrath Drive Gravity Sewer

May 21, 2025



Utility Designating SUE Services as described above for a lump sum fee of **\$6,390 (includes minor MOT services)**

Vacuum Excavation Services as described above for a not-to-exceed fee of **\$5,950** for up to 10 test holes (\$595 per test hole)

Invoices: All invoices are due and payable in full upon receipt of survey. Surveyor reserves the right to withhold certified prints and files to client or client's consultants until payment is made in full. CAD file (if part of deliverables) will not be released until invoice is paid in full. If payment is not received within 35 days of the invoice date, a late charge may be added to the invoice in an amount not to exceed 1½ percent per month on the outstanding balance. If payment is not received within 60 days of the invoice date, Surveyor may terminate this agreement or suspend work under the agreement until payments have been made in full. The undersigned agrees to pay reasonable attorney fees up to 50% and all costs and expenses incurred by Ritzel-Mason in the collection of any past due obligation of the undersigned pursuant hereto.

Basis: The fees listed above are based on Ritzel-Mason's crews being able to work during the hours of 7:00am to 6:00pm and being granted access to the site. Nighttime or weekend work may incur additional fees. Nighttime work shall be any time outside of regular work hours being 7:00am to 6:00pm. Ritzel-Mason is equipped to supply minor MOT services. The client will be responsible for providing major MOT assistance, such as lane closures. Ritzel-Mason's field crews and equipment are not equipped or prepared to work in any area that possibly are, or may have been, contaminated with hazardous materials at any time. Any fee or permit requested in order to perform the work will be submitted to the client at cost.

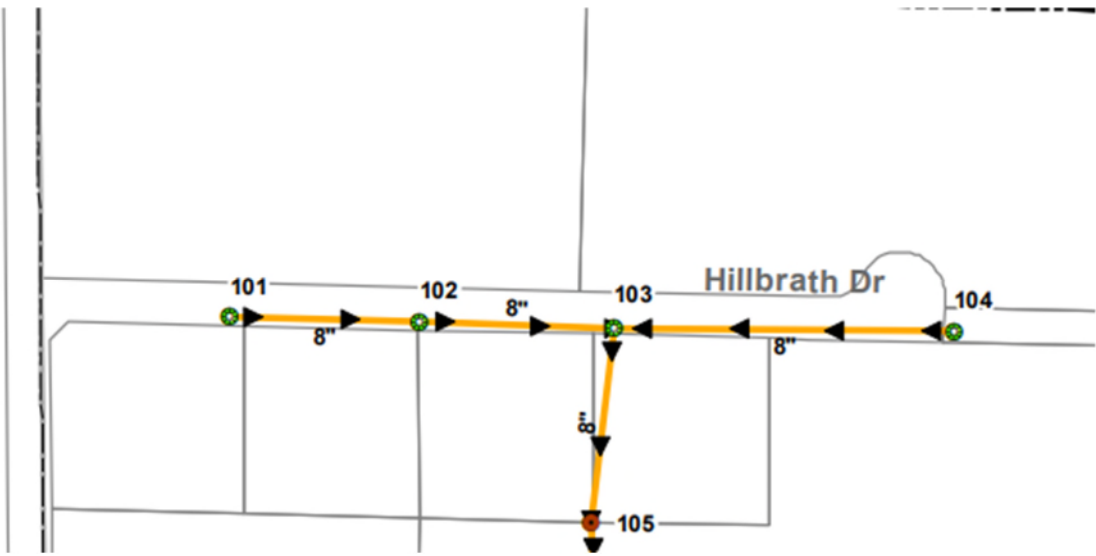
Again, we appreciate the opportunity to provide our surveying services for Baxter & Woodman. Please call me directly at 786.472.0358, if you have any questions or comments. We look forward to beginning work on this project upon receiving your authorization to proceed.

Sincerely,

Dennis Ritzel, PSM
Director of Business Operations
786.472.0358
Email: dennis@ritzel-mason.com

Date Accepted:	
Company:	
Signature:	
Title:	

Exhibit





January 22, 2026

Baxter & Woodman
1601 Forum Place, Suite 400
West Palm Beach, FL 33401

Attention: Sira “Jockey” Prinyavivatkul, P.E.
Phone: 561-425-7718
Email: sprinyavivatkul@baxterwoodman.com

**Ref: Proposal for Geotechnical & Environmental Engineering Services
Town of Lantana – Hillbrath Drive Gravity Sewer Replacement
Lantana, Florida**

Dear Mr. Prinyavivatkul,

RADISE International, L.C. (RADISE) is pleased to submit this proposal to provide geotechnical and environmental engineering services for the above referenced project. We understand that this area was once a landfill, so it is believed that the soils are unsuitable, causing the pipes to settle and leak. RADISE understands that the proposed gravity sewer replacement will be installed using open-trench methods. The purpose of the proposed Geotechnical Engineering Services is to determine the subsurface soil conditions of the soils in the area to aid in the design of the proposed utility alignment.

The RES Florida Consulting, LLC (RES) will be performing the Environmental Services. The purpose of the proposed services is to perform the environmental soil borings, along with soil sampling for potential landfill components, and provide recommendations for remediation.

This proposal discusses our understanding of the project, presents our proposed scope of work, and establishes our schedule and fee for performing the work.

GEOTECHNICAL SCOPE OF WORK

We understand that our geotechnical scope of work will involve the following tasks:

1. Visit the site to field stake the planned boring locations and observe the existing site conditions.
2. Contact Sunshine 811 to request field location and clearance of underground utilities in the areas of the borings as per Florida Statutes.
3. Implement MOT procedures (i.e. signs and cones) for traffic control and safety purposes.



561.841.0103

4152 W. Blue Heron Blvd. Suite 1114,
Riviera Beach, FL 33404

www.RADISE.com

4. Mobilize truck-mounted drilling rig and crew to the project site.
5. Perform three (3) Standard Penetration Test (SPT) borings to depths of 30 feet below the existing ground surface in accordance with the procedures recommended in ASTM D1586. These borings will be performed in an area of the site accessible to the drilling equipment.
6. Following the completion of the drilling operations, the boreholes will be backfilled with grout.
7. Visually classify the collected soil samples in the field, with subsequent laboratory confirmation/QC verification of classifications using the Unified Soil Classification System (USCS) in general accordance with the visual-manual method of ASTM D2488.
8. Assign laboratory testing of selected soil samples for index property determinations limited to moisture content, fines content, and organic content tests to assist in classifying the soils for engineering purposes (ASTM 2487).
9. Perform a geotechnical analysis and prepare a geotechnical engineering report which will include, but not necessarily be limited to:
 - Overall site map showing the location of the soil borings.
 - Soil boring profiles showing soil identifications, depth, groundwater, and standard penetration “N-values”.
 - Soil classification per USCS.
 - Results of soil laboratory testing.
 - Pipeline bedding, backfill and compaction recommendations.
 - Recommendations for groundwater control during pipeline trenching.
 - Estimates of engineering parameters of the soil.

ENVIRONMENTAL SCOPE OF WORK

The environmental soil borings, along with soil sampling for potential landfill components, and recommendations for remediation will be performed by RES. The RES scope of work is provided in Attachment B. RADISE will be administering and managing the details for the environmental services.

SCHEDULE/DELIVERABLES

Upon receiving written authorization to proceed, we will commence with field marking of the boring locations and preparation of the utility locate request. Mobilization for the drilling operations will occur soon after Sunshine 811 clearance of boring location is received from the contacted utilities. These two upfront activities are expected to require no more than 2 weeks to complete.

The specified field drilling work is expected to require 2 days to complete. Laboratory visual classification of the soils and report preparation will require about 4 weeks to complete following completion of field work. We expect to provide the final report signed and sealed by a registered

professional engineer within 6 to 8 weeks of notice to proceed; however, accelerations of this schedule may be facilitated if needed.

COMPENSATION

Based upon our understanding of the project and interpretation of your requirements, we propose to perform the geotechnical scope of work outlined previously for lumpsum as detailed in the Fee Breakdown on Attachment A.

The lump sum cost for the environmental scope is \$23,630.00, itemized as follows:

Task 1: Project Management.....	\$5,350.00
Task 2: Historical and Regulatory Desktop Review.....	\$3,900.00
Task 2: Soil Sampling.....	\$9,480.00
Task 3: Summary Report.....	\$4,900.00

INVOICING

Milestone invoices will be in accordance with the schedule of values shown in Attachments A & B.

CLOSING

RADISE appreciates the opportunity to submit this proposal, and look forward to the opportunity of working with you. If you have any questions or would like to discuss the details of this proposal, please do not hesitate to give us a call at (561) 841-0103.

Sincerely,
RADISE International, LC



Nitesh Goli, P.E., PMP, ENV SP
Project Manager

Attachments: A – RADISE Fee Breakdown
B – RES Scope of Work



Attachment A - Fee Breakdown

**Geotechnical Engineering Services
Hillbrath Drive Gravity Sewer Replacement
Lantana, Florida**

	Qty	Unit	Unit Price	Total
1.0 FIELD EXPLORATION				
1.1 Field Marking & Utility Locate / Clearance Coordination				
1.1.1 Geotechnical Engineer	8	Hour	\$ 125.00	\$ 1,000.00
1.2 Mobilization of drilling equipment to project (Minimum Charge): 50 mile travel	1	Trip	\$ 450.00	\$ 450.00
1.3 <u>SPT Borings (3 to 30')</u>				
1.3.1 Standard Penetration Test - Truck Rig (0' - 50')	90	LF	\$ 17.00	\$ 1,530.00
1.3.2 Casing (0' - 50')	90	LF	\$ 6.00	\$ 540.00
1.3.3 Grout bore holes (0' - 50')	90	LF	\$ 5.50	\$ 495.00
		Total Field Work	\$	4,015.00
2.0 LABORATORY SERVICES				
2.1 Visual Classification (Geotechnical Engineer)	2	Hour	\$ 125.00	\$ 250.00
2.2 Natural Sample Moisture Content	9	Test	\$ 12.00	\$ 108.00
2.3 Grain size determination - Wash through (#200) - 2 tests/boring	6	Test	\$ 36.75	\$ 220.50
2.4 Organic Content Test - 1 test/boring	3	Test	\$ 45.00	\$ 135.00
		Total Laboratory Services	\$	713.50
3.0 PROFESSIONAL SERVICES & DELIVERABLES				
3.1 Senior Geotechnical Engineer	6	Hour	\$ 150.00	\$ 900.00
3.2 Geotechnical Engineer	16	Hour	\$ 125.00	\$ 2,000.00
3.3 Staff Engineer	24	Hour	\$ 105.00	\$ 2,520.00
3.4 Drafter / CADD	8	Hour	\$ 75.00	\$ 600.00
		Total Professional Services	\$	6,020.00
Total Amount				\$ 10,748.50

Appendix B

EXHIBIT 1

SERVICES

Task 1 – Project Management

The following items will be addressed in Task 1:

- Correspond with Radise International, LC site access, schedules, and document submittals.
- A site-specific Health and Safety Plan (HASP) will be prepared prior to conducting field activities in conformance with the Occupational Safety and Health Administration (OSHA) Guidelines for Hazardous Waste Operations, 29 CFR Part 1910.
- Prior to mobilizing to the site for soil sample collection, RES will obtain a Right-of-Way (ROW) permit from the Town of Lantana for the selected locations.
- RES will correspond with selected subcontractors to schedule and complete the project scope, ensure acceptable receipt of related documents or information, and proper payment of subcontracted services.

Task 2 – Historical and Regulatory Desktop Review

RES will conduct a desktop regulatory and historical file review for the properties that are located adjacent north and south of Hillbrath Drive from N 8th Street (west) to N 4th Street (east). This will include obtaining historic aerial photographs in an attempt to identify the historic location of the reported landfill and any other properties that may be of environmental concern. The file review will be used to evaluate if additional scope for the soil sampling is required, and information obtained will be used to georeference historic concern locations to aid in selecting test locations, if applicable.

Task 3 – Soil Sampling

RES and/or their selected subcontractors will mobilize to the Site to perform four soil borings (SBs) by a combination of hand-auger (HA) and direct push technology (DPT) at the locations depicted on the attached Figure 1. The soil boring locations may be adjusted in the field, pending the field conditions. At each location, a decontaminated stainless steel HA will be advanced from land surface to a depth of five feet below land surface (ft bls), or refusal, whichever occurs first. Soil borings will be observed for the presence of buried debris, staining or odor. Soil samples will be collected for on-site screening with an Organic Vapor Analyzer (OVA), equipped with a Photo Ionization Detector (PID). During the advancement of the initial hole via HA, soil samples will be collected at 1-foot intervals to 5 feet bls. Below that, samples will be collected from the 2-inch diameter by 5 feet long DPT plastic sample liner for soil screening at 1-foot depth intervals (5-10 ft bls), 2-foot depth intervals (10-20 ft bls), and 5-foot depth intervals (20-25 ft bls) to the terminal depth not to exceed 25 ft bls. Soil samples will be collected for laboratory analysis from the depth interval where the OVA response is the highest or relevant soil characteristics such as staining in or the presence of soil waste are identified. Soil from the SBs will be utilized to backfill the soil borings, and any remainder will be spread on-site.

Upon collection, the soil samples will be placed in laboratory-prepared, appropriately preserved containers and stored on ice for transport to a National Environmental Laboratory Accreditation Program (NELAP) certified laboratory. Four grab soil samples will be analyzed for Total Recoverable Petroleum Hydrocarbons (TRPHs) by the Florida Petroleum-Range Organics (FL-PRO) Method, Resource, Conservation, and Recovery Act (RCRA) 8 Metals by United States Environmental Protection Agency (EPA) Method 6010 and 7471, organochlorinated pesticides (OCP) by EPA Method 8081, polychlorinated biphenyls (PCBs) by EPA Method 8082, Priority Pollutant Volatile Organic Compounds (VOCs) by EPA Method 8260, and Priority Pollutant Semi-Volatile Organic Compounds (SVOCs) by EPA Method 8270.

Task 4 – Letter Report

After the soil sampling event has been completed and the laboratory results received, RES will prepare a Letter Report documenting the completed activities. The letter will include tabular summaries of soil quality, a figure depicting the soil sampling locations, and the soil laboratory analytical results.

Assumptions

The following assumptions and considerations pertain to the scope.

- RES and their subcontractors will be granted reasonable access to the client-specified locations for the sole purpose of soil quality testing.
- The cost of ROW permits is not included in the pricing.
- The scope of work proposed will be commenced, performed, and completed in a workmanlike manner.
- RES and its subcontractors will perform reasonable due diligence during subsurface investigations. RES and its subcontractors will not be responsible for subsurface utility/line repairs when proper due diligence has been performed.
- RES and their subcontractors will maintain work areas in a clean, organized, and safe condition and will not store material, gear, equipment, or debris on the Site.
- RES and their subcontractors shall not be responsible for any acts or damages due to vandalism, theft, wildfire, adverse weather conditions, or acts of nature.
- Access to the sampling locations can be obtained through a ROW permit to be approved by the local municipality.
- Additional scope items not contemplated herein will be subject to a supplemental services agreement.
- Lab turnaround time will be up to 10 days.

2. Project Schedule.

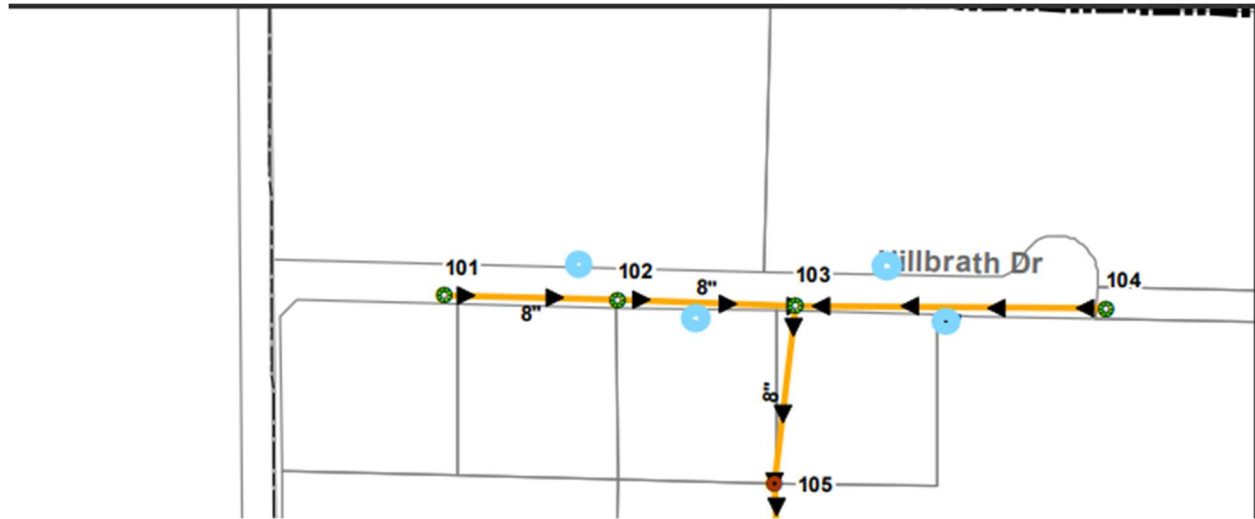
RES anticipates 30 days to obtain a ROW permit. We anticipate one day to complete the soil sampling and 10 business days for laboratory analytical results. We anticipate a total of 45 business days to complete the field services and report.

3. Project Documentation.

Customer has provided to RES the following Work Product, documentation, plans, specifications, or other materials relating to the Services:

- Site Location descriptions via email dated January 12, 2026

FIGURE 1



 = Soil Boring Location



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8c

PREPARED BY: Vanessa Holloway, Contract and Grants Administrator

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: February 23, 2026

AGENDA ITEM: Consideration of a Ninth Addendum to the Agreement for Professional Services with Baxter & Woodman Inc., (previously Mathews Consulting Inc.), for Engineering Services for a one (1) year period.

ISSUE/BACKGROUND:

The Town of Lantana and Mathews Consulting, Inc., now Baxter & Woodman Inc., entered into an "Agreement for Professional Engineering Services" on March 12, 2001. This agreement has been extended or renewed for an additional five (5)-year term on five (5) separate occasions. The most recent five (5) year extension became effective on March 12, 2021, included a 1.6% fee increase, and the eighth addendum, approved by the Town Council on February 14, 2022, included an increase of 3%, which took effect on March 22, 2022, and expires on March 12, 2026.

Staff recommends extending the agreement one (1) year and granting Baxter & Woodman, Inc., a requested 3% fee increase, which is allowable under the agreement.

ATTACHMENT(S):

1. Ninth Addendum Baxter and Woodman.pdf
2. Contract Renewal and Rate Increase Request.pdf

SAMPLE MOTION:

I move to (approve) (disapprove) the Ninth Addendum to the Agreement for Professional Engineering Services with Baxter & Woodman Inc., for a one (1) year term, which includes a 3 % increase in the current fee schedule, and to authorize the Town Manager to execute the same and any amendments thereto.

NINTH ADDENDUM TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS NINTH ADDENDUM to the Agreement for Professional Engineering Services entered into on the 12th day of March, 2001 (the “Agreement”); as amended by a “First Addendum” dated February 27, 2006 (the “First Addendum”); by a “Second Addendum” dated November 27, 2006 (the “Second Addendum”); by a “Third Addendum” dated February 14, 2011 (the “Third Addendum”); by a “Fourth Addendum” dated January 25, 2016 (the “Fourth Addendum”); by a “Fifth Addendum” dated August 22, 2016; by a “Sixth Addendum” dated September 9, 2019; by a “Seventh Addendum” dated March 12, 2021; and by an “Eighth Addendum” dated February 14, 2022 between the Town of Lantana, a municipal corporation with offices located at 500 Greynolds Circle, Florida 33462, and Baxter & Woodman, Inc., an Illinois corporation with offices located at 1601 Forum Place, Suite 400, West Palm Beach, Florida 33401, successor-in-interest to Mathews Consulting, Inc., (the “Parties”), made and entered into this 9th day of February, 2026, amends the Agreement in the following manner:

WHEREAS, Article 23 – Entirety of Agreement, requires that any addition, modification or alteration to the terms, provisions and conditions of the Agreement must be made by written instrument executed by the Parties; and

WHEREAS, the Agreement expired on March 12, 2021 unless extended by the parties; and

WHEREAS, Article 1 – Term; Agreement Not Exclusive, of the Agreement allows the Parties to extend the Agreement upon mutually acceptable terms and conditions; and

WHEREAS, the parties desire to extend the Agreement under the terms and conditions set forth herein; and

WHEREAS, Article 3 – Compensation, Section 3.1 – General, of the Agreement allows the Parties to adjust the Fee Schedule by mutual consent of the Parties; and

WHEREAS, the Parties desire to amend the Fee Schedule under the terms and conditions set forth herein.

NOW THEREFORE, and in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree to amend the Agreement as follows:

Section 1: Article 1 – Term; Agreement Not Exclusive. is hereby amended to read as follows:

ARTICLE 1 - TERM; AGREEMENT NOT EXCLUSIVE

This Agreement shall remain in effect for a term of one (1) year from the effective date of this Ninth Addendum or until March 12, 2027, unless otherwise terminated as provided herein at Article 13. The parties may extend the Agreement upon mutually acceptable terms and conditions. Any such extension shall be in writing and must be executed by both parties. The extension may provide for the completion of all tasks previously

authorized by the Town in accordance with Article 2 unless terminated in accordance with this Agreement or allowed to lapse by failure to extend same at the end of the term.

Nothing in this Agreement shall prevent the Town from employing other Consultants to perform the same or similar services. The Town also retains the option, at its sole discretion, to perform any and all professional engineering services by utilizing Town employees or other engineers.

Section 2: A new Fee Schedule setting forth the current Hourly Labor Rate Schedule for All Disciplines is attached hereto as Exhibit A and hereby replaces, supersedes, and renders null and void any and all previous Rate Schedule(s) as of the Effective Date.

Section 3: This Addendum shall allow for completion of all tasks previously authorized by the Town in accordance with Article 2 of the Agreement.

Section 4: This Addendum shall be attached to and become part of the Agreement pursuant to Article 23 of the Agreement.

Section 5: Each and every other term and provision of the Agreement shall remain in full force and effect as previously entered into on March 12, 2001 except as amended herein and as amended by the First Addendum on February 27, 2006; the Second Addendum on November 27, 2006; the Third Addendum on February 14, 2011; the Forth Addendum on January 25, 2016, the Fifth Addendum on August 22, 2016, by the Sixth Addendum on September 9, 2019, by the Seventh Addendum on March 12, 2021, and by the Eighth Addendum dated February 14, 2022.

(The remainder of this page intentional left blank.)

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Town of Lantana

Baxter & Woodman, Inc.

Brian Raducci, Town Manager

Rebecca Travis, Executive Vice President

ATTEST:

Kathleen Dominguez, Town Clerk

(SEAL)

Approved as to form and legal
sufficiency

R. Max Lohman, Esq., Town Attorney

January 20, 2026

Ms. Vanessa Holloway
Town of Lantana
510 W. Pine Street
Lantana, FL 33462

Subject: ***Baxter & Woodman, Inc.
Professional Engineering Services Agreement – Ninth Addendum
Contract Renewal and Rate Increase Request***

Dear Vanessa,

Please accept this letter as a request for a rate adjustment of 3.0%. This is the increase as approved per our last request in 2022. The revised rate table is attached and would be effective March 22, 2026 and upon approval of the agreement renewal.

We thank you for renewing our contract and consideration of the rate increase. Please contact me if you have any questions.

Sincerely,

Baxter and Woodman, Inc.



Rebecca Travis, P.E.
Executive Vice President /Florida Division Manager

Attachment: *Rate Increase Table*

Ec: *Brian Raducci – Town of Lantana
Eddie Crockett – Town of Lantana
Jeff Hiscock – Baxter & Woodman*

Cc: *K:\Florida Operations\Business\Administration - Contracts&Rate Tables\General Contracts\LANTT\2026 Rate Adj\2026-01-20
Letter request*

BAXTER & WOODMAN, INC.

PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR

TOWN OF LANTANA

HOURLY LABOR RATE SCHEDULE FOR ALL DISCIPLINES

Personnel Category	Current Hourly Rate	Proposed Hourly Rate
Principal	\$178.61	\$183.97
Sr. Engineer II	\$162.37	\$167.24
Engineer I	\$124.49	\$128.22
Sr. Construction Inspector (RPR)	\$119.07	\$122.64
Construction Inspector	\$97.42	\$100.34
Sr. Engineering Tech	\$119.07	\$122.64
Cadd Designer	\$102.84	\$105.93
Clerical	\$75.78	\$78.05

Reimbursable Expenses – billed at direct costs

Subconsultant Costs – billed with 10% markup

Rates effective March 22, 2026 through March 22, 2027

BAXTER & WOODMAN, INC.
2026 DIRECT COSTS/EXPENSE ITEMS
FOR PROFESSIONAL SERVICES

ITEM	RATES
Personal Owned Vehicle Mileage	Reimbursed at the rate set by the US Internal Revenue Service
Company Owned/Leased Vehicles Usage	\$90 per day
Company Owned/Leased Vehicles Usage	\$45 per half day
Company Owned/Leased Vehicles Usage	\$25 per quarter day (minimum charge)
Miovision Traffic Data Collection System	\$300 per day (\$900 maximum) per unit setup, plus processing fee
Traffic Counters	\$50 per day
Flow Meters	\$100, \$300, \$400, or \$650 per month
Pressure Data Logger	\$75 per day per unit
PosiTector Inspection Kit	\$100 per day
Advanced Digital Fieldbook	\$1,500 per month
Digital Fieldbook	\$500 per month
GPS Deployment (non-survey)	\$25 per day/\$700 per month
Subsurface Utility Locating Equipment	\$50 per day
Pavement Coring Drill	\$300 per day
Mobile LiDAR	\$1200 per day
Indoor LiDAR Scanner	\$1,000 per day
Aerial Drone LiDAR	\$1,000 per day
Standard Aerial Drone Video/Photo Collection	\$300 per day
Bathymetric Drone Boat	\$500 per day
Submersible Drone Vehicle	\$500 per day
Streetview Camera System	\$300 per day
Reality Capture System	\$250 per day
Manhole Inspection Camera	\$200 per day or \$5 per structure
Pavement Management Camera System	\$500 per project
Mixed Media Camera	\$250 per day
PID Meter	\$150 per day
Disposable Field Supplies	\$30 per day
Hand Auger	\$50 per day
Sub-Consultant Costs	Invoice costs plus 10%