TOWN OF LANTANA

Town Hall
500 Greynolds Circle
Lantana, FL 33462

Town Council
November 9, 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 ____
   Christopher Castle, Vice Mayor ____
   Jesse Rivero, Vice Mayor Pro Tem ____
   Kem Mason, Councilmember ____
   Mark Zeitler, Councilmember ____

   LANTANA STAFF: Brian K. Raducci, ICMA-CM, Town Manager; R. Max Lohman, Town Attorney; and Maria Rios, 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.** Police Department Employee of the Third Quarter Award 2026.

5. **APPROVAL OF THE CONSENT AGENDA:**
   - **a.** Approval of the October 26, 2026, Regular Town Council Meeting Minutes.

6. **ORDINANCES AND RESOLUTIONS:**
   - **a.** Consideration of Ordinance No. O-09-2026 Regarding the Proposed Charter Amendment for the Sale, Transfer, or Exchange of Certain Town-Owned Properties. **Remarks: Second Reading**

b. Consideration of Ordinance No. O-10-2026 Regarding the Proposed Charter Amendment for the Long-Term Lease of Town-Owned Real Property. **Remarks: Second Reading**

7. QUASI-JUDICIAL HEARINGS:

a. None.

8. MISCELLANEOUS:

a. Consideration of awarding a contract to East Coast Construction Group, Inc., for the construction of the Lantana Police Department's Emergency Operations Center and Training Room Renovation in the amount of $498,523.

b. Consideration of Proposal from CPZ Architects, Inc., for Additional Construction Administration Services for the Lantana Police Department's Emergency Operations Center and Training Room Renovation in the amount of $36,270.

c. Consideration of entering into a Grant Agreement with the Florida Inland Navigation District (FIND) for the 2026 Waterways Assistance Program for funding in the amount of $300,000, with $150,000 (50%) coming from FIND as a grant and $150,000 (50%) coming from the Town as our match for the Sportsman's Park Improvement Project.

d. Consideration of CSA No. 2026-007 with Baxter & Woodman, Inc., authorizing engineering and construction management services in the amount of $237,227.34 for the Sportsman's Park Improvements project.

e. Consideration of a Noise Variance request, pursuant to Sections 12-22 and 12-19(a) of the Town Code of Ordinances, to allow construction noise to occur between the hours of 11:00 p.m. and 7:00 a.m. at 415 Gator Dr in the I – Industrial Zoning District.

9. PUBLIC COMMENTS:

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

- 11/11/2026 - Town Offices Closed in Observance of Veterans Day and Veterans Day Celebration, PD's Fallen Officer Memorial on Greynolds Circle, 10:00 a.m. - 11:00 a.m.
- 11/19/2026 - Special Magistrate Hearing, Town Hall Council Chambers, 5:30 p.m. (Tentative)
- 11/25/2026 - Town Offices Closed Early in Observance of Thanksgiving and Planning Commission Meeting, Town Hall Council Chambers, 6:00 p.m. (Tentative)
- 11/26 - 11/27/2026 - Town Offices Closed in Observance of Thanksgiving.
- 12/11/2026 - Winterfest Event, Town Hall, 6:00 p.m. - 8:00 p.m.
- 12/14/2026 - Town Council Meeting, Town Hall Council Chambers, 6:00 p.m.
- 12/17/2026 - Special Magistrate Hearing, Town Hall Council Chambers, 5:30 p.m. (Tentative)
- 12/23/2026 - Planning Commission Meeting, Town Hall Council Chambers, 6:00 p.m. (Tentative)
- 12/24/2026 - Town Offices Closed Early in Observance of Christmas Eve.
- 12/25/2026 - Town Offices Closed in Observance of Christmas Day.
- 12/31/2026 - Town Offices Closed Early in Observance of New Year's Eve.
- 01/01/2027 - Town Offices Closed in Observance of New Year's Day.

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 wil

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 the Town Clerk at Lantana Town Hall, 500 Greynolds Circle, Lantana, Florida, (561) 540-5000.

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 4a

PREPARED BY: Sean Scheller, Chief of Police

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

MEETING DATE: November 9, 2026

AGENDA ITEM: Police Department Employee of the Third Quarter Award 2026.

ISSUE/BACKGROUND:

The Police Department is recognizing Officer Jace Alexander as the Employee of the Third Quarter 2026. Officer Alexander is being recognized for his pro-active approach in traffic enforcement which has resulted in several arrests and the removal of dangerous drugs from our community.

ATTACHMENT(S):

SAMPLE MOTION:

N/A

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 5a

PREPARED BY: Maria Rios, Town Clerk

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

MEETING DATE: November 9, 2026

AGENDA ITEM: Approval of the October 26, 2026, Regular Town Council Meeting Minutes.

ISSUE/BACKGROUND:

N/A

ATTACHMENT(S):

1. 10-26-2026 TC Mtg Minutes - DRAFT.docx

SAMPLE MOTION:

N/A

TOWN OF LANTANA
Town Council Meeting Minutes
October 26, 2026

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

Mayor Karen Lythgoe called the regular Town Council meeting to order at 6:00 p.m. in the Council Chambers. Town Clerk Maria Rios called the roll and confirmed a quorum with four (4) of the five (5) elected officials present.

Clerk's Note: Town Clerk Rios noted that Vice Mayor Castle was absent.

Mayor Lythgoe then led a moment of silence, followed by the Pledge of Allegiance.

2. AGENDA APPROVAL:

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

Motion: Vice Mayor Pro Tem Rivero made a motion to approve the agenda as submitted. Councilmember Mason seconded the motion. Motion passed 4-0.

3. STAFF AND COMMITTEE REPORTS:

a. Town Council

Vice Mayor Pro Tem Rivero reported that the Skate Park was completed last weekend and that the kids were happy with the improvements.

Mayor Lythgoe reported attending the Palm Beach County (PBC) School District Boundary Advisory Committee meeting, where boundary adjustments affecting two (2) schools were made without controversy. She also reported on the Coffee with the Mayor event and encouraged residents to attend future events and ask questions to obtain accurate information. Lastly, she commented on the success of the Haunted Nature Preserve Event on 10/23/2026.

Councilmember Mason thanked the Public Services Department for their efforts in organizing the Haunted Nature Preserve Event, noting that it was a wonderful event that attracted many attendees from out of Town.

Councilmember Zeitler echoed the comments of his fellow Councilmembers regarding the success of the Haunted Nature Preserve Event and commended staff for their efforts despite the weather conditions.

b. Town Manager

Acting Town Manager Nicole Dritz provided an update on the flooding experienced throughout Town due to the combined effects of strong winds, king tides, high tides, and rainfall. She noted that a CodeRED notification was issued and that the Police and Public Services Departments monitored conditions throughout the weekend and Monday, 10/26/2026. She reported significant flooding in downtown areas but confirmed that Town infrastructure was functioning properly, roads were passable, and no residential water intrusion had been reported. She also noted that additional high tides were expected and staff would continue monitoring conditions. Additionally, she commended staff, particularly Parks and Recreation Superintendent Nadine Shawah, for their efforts in organizing the Haunted Nature Preserve Event. She then turned the floor over to Town Attorney Max Lohman to provide an update on legal matters.

Town Attorney Lohman provided an update on the Interlocal Agreement with South Palm Beach, noting that it was under review and no comments had been received. He also reported that revisions to the dock ordinance were underway and that work continued on drafting the lawsuit complaint. He explained that the process required extensive documentation and additional considerations involving the contractor, emphasizing the importance of ensuring the complaint was properly prepared before filing.

4. SPECIAL PRESENTATIONS:

a. Amendment 3 Update by the Office of State Representative Emily Gregory, District 87.

Legislative Aide to Representative Emily Gregory, Thomas Wilmouth, provided a presentation on Amendment 3, outlining the proposed property tax exemptions, their potential financial impacts on municipalities, homeowners, businesses, and renters, and the possible effects on local government services. He also discussed constitutional concerns, arguments for and against the amendment, the Florida Taxation and Budget Commission, and other proposed amendments on the November ballot. Following the presentation, Mr. Wilmouth responded to questions from Councilmembers.

b. Presentation of Employee Service Awards.

The following staff members were in attendance and were recognized by their respective Department Heads:

Five (5) Years of Service:
Human Resource Generalist Heydy Peña.
Dispatcher Linda Mikkelson.
Officer Timothy Simmons.

10 Years of Service:
Parks and Recreation Superintendent Nadine Shawah.
Sergeant Ngin Tuang.

25 Years of Service:
Commander James Eddy.

c. Presentation Recognizing Jeremy Starnes, Owner/Operator of Chick-fil-A Lantana and 95, for his contributions to the Town.

Rosemary Mouring recognized Owner/Operator of Chick-fil-A Lantana and 95, Jeremy Starnes, for his continued support and contributions to the Town, including his assistance with events and activities organized by the Town, Library, Chamber of Commerce, and other community organizations.

Mayor Lythgoe also acknowledged Ms. Mouring's extensive volunteer efforts and dedication to the community, highlighting her involvement with the Chamber of Commerce, Historical Society, Library, and Memorial Day celebration.

5. APPROVAL OF THE CONSENT AGENDA:

a. Approval of the October 12, 2026, Town Council Workshop Series Meeting Minutes.
b. Approval of the October 12, 2026, Regular Town Council Meeting Minutes.

Motion: Councilmember Mason moved to approve the consent agenda as submitted. Councilmember Zeitler seconded the motion. Motion passed 4-0.

6. ORDINANCES AND RESOLUTIONS:

a. Consideration of Ordinance O-04-2026, Amending the Town's Comprehensive Plan by updating the 10-Year Water Supply Plan to address new Statutory Requirements. **Remarks: Second Reading**

Mayor Lythgoe introduced the agenda item above.

Town Attorney Max Lohman read the ordinance title below into the record:

ORDINANCE NO. O-04-2026

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, ADOPTING AN AMENDMENT TO ITS COMPREHENSIVE DEVELOPMENT PLAN IN ACCORDANCE WITH THE MANDATES SET FORTH IN SECTION 163.3184, ET SEQ., FLORIDA STATUTES, IN ORDER TO ADOPT CHANGES TO THE TOWN'S WATER SUPPLY PLAN; PROVIDING THAT THE TEXT, AS AMENDED OR REVISED, SHALL BE SUBSTITUTED FOR AND REPLACE THE EXISTING

TEXT IN ALL AMENDED ELEMENTS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR A CONFLICTS CLAUSE; A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Assistant Planner Daniel Perez provided an overview of the ordinance.

Councilmembers had no comments or questions.

There were no public comments.

Motion: Councilmember Mason made a motion to approve Ordinance No. O-04-2026 on second reading. Vice Mayor Pro Tem Rivero seconded the motion. Motion passed 4-0.

7. QUASI-JUDICIAL HEARINGS:

a. Consideration of a Special Exception request, pursuant to Sections 23-75 and 23-96(d)(19) of the Town Code of Ordinances, to allow a Restaurant with drive-thru service on the property located at 1500 W Lantana Rd in the C1 – Commercial Zoning District. **Case #: SE26-0004**

Mayor Lythgoe introduced the agenda item and announced that it is subject to quasi-judicial hearing procedures.

Town Attorney Lohman swore in six (6) people.

The following disclosures were noted for the record:

- Councilmembers Rivero, Mason, and Zeitler spoke with the Town Manager.
- Mayor Lythgoe reported no disclosures.

Dwayne Dickerson, 5550 Glades Rd, Boca Raton, FL 33431, attorney representing the applicant, presented a request for a special exception to allow a proposed Chipotle restaurant with a drive-through pickup window at the southeast corner of Interstate 95 and Lantana Rd, adjacent to the existing Wells Fargo bank. He explained that the pickup window would be used exclusively for prepaid online orders, with no menu boards or speakers. He also provided an overview of the proposed site layout, parking availability, traffic circulation, and access improvements, noting that the necessary traffic reviews and approvals had been obtained. He clarified that the request was limited to the drive-through use, with a separate request for additional restaurant square footage to follow.

Councilmembers discussed concerns regarding traffic congestion, particularly during school hours, pedestrian access, and parking availability. Mr. Dickerson addressed their questions and explained that the proposed use was designed to minimize traffic impacts.

Paul Ghostine, 410 N Atlantic Dr, Lantana, FL 33462, expressed concerns regarding parking availability and potential delays at the pickup window if customers arrived before their

orders were ready. He suggested providing sufficient parking spaces for customers to wait without obstructing the drive-through lane.

Mr. Dickerson responded that the proposed site plan includes 17 parking spaces beyond the Town's minimum requirements, providing additional parking availability for customers.

There were no additional questions from the Councilmembers.

Motion: Vice Mayor Pro Tem Rivero made a motion to approve SE26-0004. Councilmember Mason seconded the motion. Motion passed 4-0.

8. MISCELLANEOUS:

a. Consideration of Appointment to an Alternate Position on the Planning Commission.

Mayor Lythgoe introduced the above agenda item.

Town Clerk Maria Rios provided an overview.

The following applicants were in attendance and provided public comments:

- John Miller, 804 E Windward Way, Unit 220, Lantana, FL 33462.
- Kenneth Parks, 214 E Central Blvd, Lantana, FL 33462.

Mr. Miller and Mr. Parks answered questions from the Councilmembers.

Mayor Lythgoe provided an overview of the responsibilities of serving on the Planning Commission, and both she and Councilmember Mason encouraged the applicants to remain involved in the Town, regardless of the outcome of the appointment process.

There were no public comments.

Motion: Councilmember Mason made a motion to appoint Kenneth Parks as an alternate member of the Planning Commission. Councilmember Zeitler seconded the motion. Motion passed 3-1. (Nay: Vice Mayor Pro Tem Rivero)

b. Consideration of the proposed 2027 Town Council meeting schedule.

Mayor Lythgoe introduced the agenda item.

There were no comments or questions from the Councilmembers.

There were no public comments.

Motion: Councilmember Mason made a motion to approve the proposed 2027 Town Council meeting schedule and cancel the Council meetings that would have been scheduled on August

23, October 11, November 22, and December 27, 2027. Vice Mayor Pro Tem Rivero seconded the motion. Motion passed 4-0.

Mayor Lythgoe noted that a Town Council meeting could be scheduled if needed.

9. PUBLIC COMMENTS:

There were no public comments.

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

Mayor Lythgoe read the future events and important dates.

11. COUNCIL COMMENTS:

Councilmembers Rivero, Mason, and Zeitler had no comments.

Mayor Lythgoe expressed concerns about the challenges facing local small businesses and emphasized the importance of supporting economic development in the Town. She discussed potential initiatives to promote local businesses and requested Council's support in moving forward with these efforts.

Acting Town Manager Nicole Dritz discussed staffing limitations and the $40k allocated for economic development. She suggested initiatives such as business spotlights, social media promotions, and small events, and offered to develop a plan for further discussion at an upcoming Town Council meeting or Workshop.

The remaining Councilmembers expressed their support for moving forward with economic development initiatives to assist local businesses.

12. ADJOURNMENT.

The motion was made and carried unanimously. There being no further discussion, the meeting adjourned at 7:52 p.m.

_____

Mayor Karen Lythgoe

ATTEST:

_____

Maria Rios, Town Clerk

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 6a

PREPARED BY: Maria Rios, Town Clerk

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

MEETING DATE: November 9, 2026

AGENDA ITEM: Consideration of Ordinance No. O-09-2026 Regarding the Proposed Charter Amendment for the Sale, Transfer, or Exchange of Certain Town-Owned Properties. **Remarks: Second Reading**

ISSUE/BACKGROUND:

During the April 10, 2026 Visioning Session and again at the August 10, 2026 Town Council Workshop Series #7, the Town Council discussed potential Charter amendments regarding the sale and long-term lease of Town-owned property. By consensus, the Town Council supported moving forward with proposed referendum questions for consideration as part of the March 2027 election.

Ordinance No. O-09-2026 proposes an amendment to Article III, Section 10(h)(2) of the Town Charter regarding the Town-owned properties located at 206, 210, and 302 N Lake Dr. Currently, the Charter generally requires voter approval before Town-owned real property may be sold unless the property falls within an existing exemption.

The proposed amendment would add the Town-owned properties located at 206, 210, and 302 N Lake Dr to those already exempt from the referendum requirement. This would authorize the Town Council to sell, transfer, or exchange these properties, individually or in aggregate, without a separate referendum, provided that a public hearing is held and the action is approved by a majority vote of the entire Town Council.

If Ordinance No. O-09-2026 is adopted, the proposed Charter amendment will be submitted to the Town electors as Referendum Question No. 1 at the March 9, 2027 Municipal Election.

This ordinance was presented, discussed, and approved on first reading by a 3-2 vote during the October 12, 2026, Town Council meeting, with Mayor Lythgoe and Councilmembers Mason and Zeitler voting in favor, and Councilmembers Rivero and Castle voting against. Following the meeting, staff revised the ballot question to address concerns and suggestions expressed by residents and some councilmembers. As a result, the following restrictive language was added to the ballot question... "WITH USE OF THE PROCEEDS LIMITED TO PROPERTY ACQUISITION OR CAPITAL IMPROVEMENTS."

Based on the Town Council's direction, staff recommends adopting "revised" Ordinance No. O-09-2026, which has been reviewed and approved by the Town Attorney as to form and legal sufficiency.

ATTACHMENT(S):

1. Ordinance No. O-09-2026.docx
2. Business Impact Estimate - O-09-2026.docx

SAMPLE MOTION:

I move to (approve) (disapprove) Ordinance No. O-09-2026 on second reading.

ORDINANCE NO. O-09-2026

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, ADOPTED IN ACCORDANCE WITH SECTIONS 101.161 AND 166.031, FLORIDA STATUTES, CALLING FOR A REFERENDUM TO BE HELD ON MARCH 9, 2027, PROPOSING TO THE ELECTORATE OF THE TOWN THAT ARTICLE III, SECTION 10(h)(2) OF THE CHARTER BE AMENDED TO AUTHORIZE THE TOWN COUNCIL TO SELL, TRANSFER, OR EXCHANGE CERTAIN TOWN-OWNED REAL PROPERTY LOCATED AT 206, 210, AND 302 NORTH LAKE DRIVE (INDIVIDUALLY OR IN AGGREGATE) AFTER HOLDING A PUBLIC HEARING REGARDING SUCH SALE, TRANSFER, OR EXCHANGE; PROVIDING THAT THE REMAINDER OF THE CHARTER, AS MAY BE AMENDED BY THE ELECTORATE, SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ENACTED; PROVIDING FOR SUBMISSION OF THE PROPOSED BALLOT QUESTION TO THE ELECTORS OF THE TOWN; SETTING FORTH THE FORM OF THE QUESTION TO BE VOTED UPON AT SUCH ELECTION; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, a Charter for the Town of Lantana, Florida (the "Town") was created and adopted pursuant to the Constitution and applicable laws of the State of Florida; and

WHEREAS, pursuant to section 166.031, Florida Statutes, the Town Charter may be amended through the Town's exercise of its authority, including the amendment of those portions of its Charter which require a referendum, provided that a majority of the electors in a referendum affirmatively vote to amend the Charter; and

WHEREAS, section 166.031, Florida Statutes, authorizes the governing body of a municipality to submit proposed amendments to the Charter of the municipality in the form of an ordinance to the electors of the municipality; and

WHEREAS, the Town Council desires to encourage external investment in and the development and redevelopment of town-owned real property; and

WHEREAS, the Town Council seeks the electorate's authorization to sell or exchange certain town-owned real property located at 206, 210, and 302 North Lake Drive, in that the funds may be utilized to acquire other real property that better serves a public purpose, to reduce the Town's operating, capital, and maintenance costs for town-owned properties, and potentially be used to enhance and expand Town facilities; and

WHEREAS, the Town Council deems approval of this Ordinance to be in the best interest of the health, safety, and welfare of the residents and citizens of the Town of Lantana and the public at large.

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

Section 1. The proposed amendment to Article III, Section 10 shall read as follows:

(a) – (g) (These subsections shall remain in full force and effect as previously enacted.)

(h) *Sale of certain town-owned real property.*

(1) *Referendum required.* The proposed sale of certain town-owned real property shall be subject to a vote of the registered electors of the town and must be approved by a majority of those voting prior to the sale becoming effective. Real property subject to this referendum provision shall include all property utilized for parks or recreational uses and all preserve areas existing as of the effective date of this charter amendment as well as all other town-owned real property unless exempt under subparagraph (2) below.

(2) *Exempt property.* Town-owned real property conveyed to another governmental entity to be used for a public purpose, ~~and~~ real property acquired through code enforcement measures, gift, tax deed, deed in lieu of foreclosure or foreclosure, and the town-owned real property located at 206, 210, and 302 North Lake Drive shall be exempt from the referendum requirement. The alienation of the properties referenced in this subparagraph shall require the affirmative vote of a majority of the entire Town Council after holding a public hearing.

(3) *General or special election.* The referendum on the proposed sale of town-owned real property listed in subparagraph (1) above shall be held at the next regularly scheduled municipal election following the execution of the contract by the proposed purchaser, or at a special election called for that purpose. The proposed contract shall specifically be made contingent upon the outcome of the referendum.

(i) (This subsection shall remain in full force and effect as previously enacted.)

Section 2. The Charter amendment proposed by this Ordinance shall be submitted to the electors of the Town of Lantana, Florida, at the general municipal election to be held on the 9th day of March, 2027, in the form of the following question:

TOWN OF LANTANA REFERENDUM QUESTION NO. 1

THE LANTANA CHARTER CURRENTLY REQUIRES REFERENDUM APPROVAL TO SELL TOWN-OWNED REAL PROPERTY UNLESS EXEMPTED BY ARTICLE III, SECTION 10(h)(2). SHALL THE TOWN COUNCIL BE AUTHORIZED TO SELL, TRANSFER, OR EXCHANGE THE TOWN-OWNED PROPERTIES LOCATED AT 206, 210, AND 302 NORTH LAKE DRIVE, WITHOUT A REFERENDUM, PROVIDED THAT IT IS APPROVED AT A PUBLIC HEARING BY A MAJORITY VOTE OF THE ENTIRE TOWN COUNCIL, WITH USE OF THE PROCEEDS LIMITED TO PROPERTY ACQUISITION OR CAPITAL IMPROVEMENTS.

SHALL THE ABOVE-DESCRIBED QUESTION NO. 1 BE ADOPTED?

_____ YES

_____ NO

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 given to codify this Ordinance.

Section 6. This Ordinance shall become effective immediately upon adoption. The revised language in Article III, Section 10(h)(2) of the Charter as set forth in Section 1 hereinabove shall become effective as of 12:01 a.m. on March 10, 2027, if the question to be voted upon provided hereinabove receives an affirmative vote of the majority of the valid votes cast and counted at the election held on March 9, 2027.

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

FIRST READING this 12th day of October, 2026.

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

TOWN OF LANTANA

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

ATTEST:

_____ (SEAL)
Maria Rios, TOWN CLERK

Approved as to form and legal sufficiency.

_____
R. Max Lohman, TOWN ATTORNEY

Ordinance No. O-09-2026

Business Impact Estimate

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

Proposed ordinance's title:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, ADOPTED IN ACCORDANCE WITH SECTIONS 101.161 AND 166.031, FLORIDA STATUTES, CALLING FOR A REFERENDUM TO BE HELD ON MARCH 9, 2027, PROPOSING TO THE ELECTORATE OF THE TOWN THAT ARTICLE III, SECTION 10(h)(2) OF THE CHARTER BE AMENDED TO AUTHORIZE THE TOWN COUNCIL TO SELL, TRANSFER, OR EXCHANGE CERTAIN TOWN-OWNED REAL PROPERTY LOCATED AT 206, 210, AND 302 NORTH LAKE DRIVE (INDIVIDUALLY OR IN AGGREGATE) AFTER HOLDING A PUBLIC HEARING REGARDING SUCH SALE, TRANSFER, OR EXCHANGE; PROVIDING THAT THE REMAINDER OF THE CHARTER, AS MAY BE AMENDED BY THE ELECTORATE, SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ENACTED; PROVIDING FOR SUBMISSION OF THE PROPOSED BALLOT QUESTION TO THE ELECTORS OF THE TOWN; SETTING FORTH THE FORM OF THE QUESTION TO BE VOTED UPON AT SUCH ELECTION; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required to comply with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.

☐ The proposed ordinance is an emergency ordinance.

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;

b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;

c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or

d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even though an exemption noted above may apply, the Town hereby publishes the following information:

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

Summary: This ordinance proposes an amendment to Article III, Section 10(h)(2) of the Town Charter to authorize the Town Council to sell, transfer, or exchange the Town-owned properties located at 206, 210, and 302 North Lake Drive, individually or in aggregate, without a separate referendum, provided that a public hearing is held and the action is approved by a majority vote of the entire Town Council. The proposed Charter amendment will be submitted to the Town electors at the March 9, 2027 municipal election.

Public Purpose: The purpose of this ordinance is to provide the Town with greater flexibility regarding the disposition of the specified Town-owned properties, encourage external investment and development or redevelopment of Town-owned real property, reduce operating, capital, and maintenance costs, and potentially provide funds to acquire other real property that better serves a public purpose or to enhance and expand Town facilities.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Lantana, 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: The proposed ordinance is not expected to result in direct compliance costs for private, for-profit businesses, as it does not impose new regulatory requirements or compliance obligations on businesses.

New Charges or Fees: The proposed ordinance does not establish any new charges or fees for private, for-profit businesses.

Town Regulatory Costs: The proposed ordinance is not expected to result in significant additional regulatory costs to the Town and does not establish any new charges or fees to offset such costs.

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

Estimate: Minimal. The proposed ordinance is not expected to directly impact a significant number of private, for-profit businesses, as it relates specifically to the potential sale, transfer, or exchange of three (3) Town-owned properties located at 206, 210, and 302 North Lake Drive.

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

Methodology: This estimate was prepared based on a review of the proposed ordinance, the Town Charter, and the anticipated impact associated with the proposed Charter amendment regarding the Town-owned properties located at 206, 210, and 302 North Lake Drive.

General Applicability: This ordinance applies specifically to the Town-owned properties located at 206, 210, and 302 North Lake Drive. If approved by the electors, the proposed Charter amendment would authorize the Town Council to sell, transfer, or exchange these properties, individually or in aggregate, without a separate referendum, provided that a public hearing is held and the action is approved by a majority vote of the entire Town Council.

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 6b

PREPARED BY: Maria Rios, Town Clerk

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

MEETING DATE: November 9, 2026

AGENDA ITEM: Consideration of Ordinance No. O-10-2026 Regarding the Proposed Charter Amendment for the Long-Term Lease of Town-Owned Real Property. **Remarks: Second Reading**

ISSUE/BACKGROUND:

During the April 10, 2026 Visioning Session and again at the August 10, 2026 Town Council Workshop Series #7, the Town Council discussed potential Charter amendments regarding the sale and long-term lease of Town-owned property. By consensus, the Town Council supported moving forward with proposed referendum questions for consideration as part of the March 2027 election.

Ordinance No. O-10-2026 proposes an amendment to Article III, Section 10(i) of the Town Charter regarding the long-term lease of Town-owned real property. Currently, the Charter requires voter approval for leases of Town-owned real property for a term of more than five (5) years, excluding property utilized for communications devices.

The proposed amendment would increase the term from five (5) years to thirty (30) years. This would authorize the Town Council to lease Town-owned real property for a term of up to thirty (30) years without a referendum, provided that a public hearing is held and the lease is approved by a majority vote of the entire Town Council. Leases for a term of more than thirty (30) years would continue to require voter approval.

If Ordinance No. O-10-2026 is adopted, the proposed Charter amendment will be submitted to the Town electors as Referendum Question No. 2 at the March 9, 2027 Municipal Election.

As a result of the discussions and direction provided by the Town Council, staff recommends the adoption of Ordinance No. O-10-2026, which has been reviewed and approved by the Town Attorney as to form and legal sufficiency.

This ordinance was presented, discussed, and unanimously approved on first reading during the October 12, 2026, Town Council meeting.

ATTACHMENT(S):

1. Ordinance No. O-10-2026.docx
2. Business Impact Estimate - O-10-2026.docx

SAMPLE MOTION:

I move to (approve) (disapprove) Ordinance No. O-10-2026 on second reading.

ORDINANCE NO. O-10-2026

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, ADOPTED IN ACCORDANCE WITH SECTIONS 101.161 AND 166.031, FLORIDA STATUTES, CALLING FOR A REFERENDUM TO BE HELD ON MARCH 9, 2027, PROPOSING TO THE ELECTORATE OF THE TOWN THAT ARTICLE III, SECTION 10(i) OF THE CHARTER BE AMENDED TO AUTHORIZE THE TOWN COUNCIL TO LEASE TOWN-OWNED REAL PROPERTY FOR A TERM NOT TO EXCEED THIRTY (30) YEARS AFTER HOLDING A PUBLIC HEARING REGARDING SUCH LEASE; PROVIDING THAT THE REMAINDER OF THE CHARTER, AS MAY BE AMENDED BY THE ELECTORATE, SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ENACTED; PROVIDING FOR SUBMISSION OF THE PROPOSED BALLOT QUESTION TO THE ELECTORS OF THE TOWN; SETTING FORTH THE FORM OF THE QUESTION TO BE VOTED UPON AT SUCH ELECTION; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, a Charter for the Town of Lantana, Florida (the "Town") was created and adopted pursuant to the Constitution and applicable laws of the State of Florida; and

WHEREAS, pursuant to section 166.031, Florida Statutes, the Town Charter may be amended through the Town's exercise of its authority, including the amendment of those portions of its Charter which require a referendum, provided that a majority of the electors in a referendum affirmatively vote to amend the Charter; and

WHEREAS, section 166.031, Florida Statutes, authorizes the governing body of a municipality to submit proposed amendments to the Charter of the municipality in the form of an ordinance to the electors of the municipality; and

WHEREAS, the Town Council desires to encourage external investment in and the development and redevelopment of town-owned real property; and

WHEREAS, the Town Council seeks the electorate's authorization to lease town-owned real property for periods not to exceed thirty (30) years, in order to negotiate more fiscally advantageous leases and to place those town-owned leased properties on the property tax rolls; and

WHEREAS, the Town Council deems approval of this Ordinance to be in the best interest of the health, safety, and welfare of the residents and citizens of the Town of Lantana and the public at large.

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

Section 1. The proposed amendment to Article III, Section 10 shall read as follows:

(a) – (h) (These subsections shall remain in full force and effect as previously enacted.)

(i) *Long-term lease of town-owned real property.*

(1) Any proposed lease of town-owned real property for a term of more than ~~five (5)~~ thirty (30) years (excluding property utilized for communications devices), shall be subject to a vote of the registered electors of the town and must be approved by the majority of those voting prior to the lease becoming effective. All leases of town-owned real property for a term of thirty (30) years or less shall require the affirmative vote of a majority of the entire Town Council after holding a public hearing.

(2) The referendum on the proposed lease of town-owned real property for a term of more than ~~five (5)~~ thirty (30) years (excluding real property utilized for communications devices), shall be held at the next regularly scheduled municipal election following the execution of the lease by the lessee, or at a special election called for that purpose. The proposed lease shall specifically be made contingent upon the outcome of the referendum.

Section 2. The Charter amendment proposed by this Ordinance shall be submitted to the electors of the Town of Lantana, Florida, at the general municipal election to be held on the 9th day of March, 2027, in the form of the following question:

TOWN OF LANTANA REFERENDUM QUESTION NO. 2

THE LANTANA CHARTER CURRENTLY PROHIBITS LEASING TOWN-OWNED REAL PROPERTY FOR MORE THAN FIVE YEARS UNLESS APPROVED BY REFERENDUM OR WHEN BEING UTILIZED FOR COMMUNICATIONS DEVICES. SHALL THE TOWN COUNCIL BE AUTHORIZED TO LEASE TOWN-OWNED REAL PROPERTY FOR UP TO THIRTY (30) YEARS, WITHOUT A REFERENDUM, PROVIDED THAT THE LEASE IS APPROVED AT A PUBLIC HEARING BY A MAJORITY VOTE OF THE ENTIRE TOWN COUNCIL.

SHALL THE ABOVE-DESCRIBED QUESTION NO. 2 BE ADOPTED?

_____ YES

_____ NO

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 given to codify this Ordinance.

Section 6. This Ordinance shall become effective immediately upon adoption. The revised language in Article III, Section 10(i) of the Charter as set forth in Section 1 hereinabove shall become effective as of 12:01 a.m. on March 10, 2027, if the question to be voted upon provided hereinabove receives an affirmative vote of the majority of the valid votes cast and counted at the election held on March 9, 2027.

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

FIRST READING this 12th day of October, 2026.

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

TOWN OF LANTANA

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

ATTEST:

_____ (SEAL)

Maria Rios, TOWN CLERK

Approved as to form and legal sufficiency.

_____

R. Max Lohman, TOWN ATTORNEY

Ordinance No. O-10-2026

Business Impact Estimate

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

Proposed ordinance's title:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, ADOPTED IN ACCORDANCE WITH SECTIONS 101.161 AND 166.031, FLORIDA STATUTES, CALLING FOR A REFERENDUM TO BE HELD ON MARCH 9, 2027, PROPOSING TO THE ELECTORATE OF THE TOWN THAT ARTICLE III, SECTION 10(i) OF THE CHARTER BE AMENDED TO AUTHORIZE THE TOWN COUNCIL TO LEASE TOWN-OWNED REAL PROPERTY FOR A TERM NOT TO EXCEED THIRTY (30) YEARS AFTER HOLDING A PUBLIC HEARING REGARDING SUCH LEASE; PROVIDING THAT THE REMAINDER OF THE CHARTER, AS MAY BE AMENDED BY THE ELECTORATE, SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ENACTED; PROVIDING FOR SUBMISSION OF THE PROPOSED BALLOT QUESTION TO THE ELECTORS OF THE TOWN; SETTING FORTH THE FORM OF THE QUESTION TO BE VOTED UPON AT SUCH ELECTION; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required to comply with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.

☐ The proposed ordinance is an emergency ordinance.

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;

b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;

c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or

d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even though an exemption noted above may apply, the Town hereby publishes the following information:

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

Summary: This ordinance proposes an amendment to Article III, Section 10(i) of the Town Charter to authorize the Town Council to lease Town-owned real property for a term of up to thirty (30) years without a referendum, provided that a public hearing is held and the lease is approved by a majority vote of the entire Town Council. The proposed Charter amendment will be submitted to the Town electors at the March 9, 2027 municipal election.

Public Purpose: The purpose of this ordinance is to provide the Town with greater flexibility regarding the long-term lease of Town-owned real property, encourage external investment and development or redevelopment of Town-owned real property, and allow the Town to negotiate more fiscally advantageous leases.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Lantana, 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: The proposed ordinance is not expected to result in direct compliance costs for private, for-profit businesses, as it does not impose new regulatory requirements or compliance obligations on businesses.

New Charges or Fees: The proposed ordinance does not establish any new charges or fees for private, for-profit businesses.

Town Regulatory Costs: The proposed ordinance is not expected to result in significant additional regulatory costs to the Town and does not establish any new charges or fees to offset such costs.

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

Estimate: Minimal. The proposed ordinance is not expected to directly impact a significant number of private, for-profit businesses, as it relates specifically to the Town Council's authority to lease Town-owned real property for a term of up to thirty (30) years without a referendum.

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

Methodology: This estimate was prepared based on a review of the proposed ordinance, the Town Charter, and the anticipated impact associated with the proposed Charter amendment regarding the long-term lease of Town-owned real property.

General Applicability: This ordinance applies to the long-term lease of Town-owned real property. If approved by the electors, the proposed Charter amendment would authorize the Town Council to lease Town-owned real property for a term of up to thirty (30) years without a referendum, provided that a public hearing is held and the lease is approved by a majority vote of the entire Town Council.

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 7a

PREPARED BY: Maria Rios, Town Clerk

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

MEETING DATE: November 9, 2026

AGENDA ITEM: None.

ISSUE/BACKGROUND:

N/A

ATTACHMENT(S):

SAMPLE MOTION:

N/A

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8a

PREPARED BY: Eddie Crockett, Public Services Director

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

MEETING DATE: November 9, 2026

AGENDA ITEM: Consideration of awarding a contract to East Coast Construction Group, Inc., for the construction of the Lantana Police Department's Emergency Operations Center and Training Room Renovation in the amount of $498,523.

ISSUE/BACKGROUND:

At the June 9, 2025, Town Council meeting, the Town Council approved an agreement with CPZ Architects, Inc. to provide architectural and design engineering services for the construction of the Lantana Police Department's Emergency Operations Center (EOC) and Training Room Renovation. Following this activity, an invitation to bid was initiated. On August 11, 2026, Town staff opened nine (9) bids, which are highlighted below. A copy of the bidder's response is on file with the Town Clerk and is available upon request.

COMPANY	TOTAL BID AMOUNT
East Coast Construction Group, Inc	$498,523.00
Khan Builders, Inc	$508,447.00
Sagoma Construction Services, Inc	$532,000.00
FSV Construction Company	$557,113.00
LaPorta Contracting	$575,530.87
Integrity Construction Enterprise	$638,864.26
Lassco Development Inc	$682,488.50
Danto Builders, LLC	$746,502.07
KER Construction LLC	$929,000.00

After careful deliberation between staff, our consultant, and in line with the recommendation from CPZ Architects, Inc., staff recommends that East Coast Construction Group, Inc. (the lowest responsive bidder) be awarded the contract in the amount of $498,523. The new floor plan will divide the existing room into a Conference Room for 10-15 people as well as a new Training Room for 20-25 people and will also have an accordion wall. The scope includes mechanical, electrical, and fire protection design modifications, with the entire space having a suspended ceiling system. Additionally, CPZ Architects, Inc. will provide construction oversight for the project.

Funding for this project will be provided from the FY 2026/27 adopted budget along with any necessary available reserves. Any necessary budget adjustments will be processed through a future budget amendment.

Staff recommends approval of the contract award to East Coast Construction Group, Inc. in the amount of $498,523 for the EOC and Training Room Renovation Project.

ATTACHMENT(S):

1. Lantana Police Training Room Renovation - Review of Bids.pdf
2. Bid Tabulation Sheet.PDF
3. Agreement for Police Department EOC & Training Room.docx

SAMPLE MOTION:

I move to (approve) (deny) a contract with East Coast Construction Group, Inc., in the amount of $498,523 for the construction of an Emergency Operations Center and Training Room Renovation at the Lantana Police Department and to authorize the Town Manager to execute the agreement and any amendments thereto.

From:	Joe Barry
To:	Eddie Crockett
Cc:	Brian Raducci; Nicole Dritz; 2461A Lantana Police Training Room; Vanessa Holloway
Subject:	RE: Lantana Police Training Room Renovation - Review of Bids
Date:	Saturday, September 19, 2026 12:13:06 PM
Attachments:	image007.png image008.png image009.png image013.png 2641A Lantana Police Bid Level 2026.09.08.pdf

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Eddie- Based on our evaluation of bids received, summary provided below and experience with this contractor, CPZ recommendation is to award project to East Coast Construction. They are the lowest responsive and responsible bidder. -Joe

JOSEPH J. BARRY, AIA
PRINCIPAL
CPZ ARCHITECTS, INC.
4316 West Broward Boulevard, Plantation, Florida 33317
1717 20th Street, Unit 1, Vero Beach, Florida 32960
4273 Northlake Boulevard, Palm Beach Gardens, FL 33410
341 N Maitland Avenue 346, Maitland, FL 32751
Tel: 954.792.8525 ext. #105 | Cell: 954.483.0898
www.cpzarchitects.com

AIA Fort Lauderdale 2022 "Firm of the Year"

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From: Eddie Crockett <ecrockett@lantana.org>
Sent: Wednesday, September 9, 2026 2:52 PM
To: Joe Barry <joe@cpzarchitects.com>
Cc: Brian Raducci <braducci@lantana.org>; Nicole Dritz <NDritz@lantana.org>; 2461A Lantana Police Training Room <2461A@cpzarchitects.com>; Vanessa Holloway <vholloway@lantana.org>
Subject: RE: Lantana Police Training Room Renovation - Review of Bids

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Joe we concur, please send a recommendation for award to East Coast Construction based on the base bid. We will take it from there.

Thanks for Your Support!

Eddie Crockett

Public Services Director
Town of Lantana FL 33462
ecrockett@lantana.org
561 540 5753

Stay informed by signing up to receive Lantana Alerts: https://www.lantana.org/emergency-notifications

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From: Joe Barry <joe@cpzarchitects.com>
Sent: Tuesday, September 8, 2026 10:31 AM
To: Eddie Crockett <ecrockett@lantana.org>
Cc: Brian Raducci <braducci@lantana.org>; Nicole Dritz <NDritz@lantana.org>; 2461A Lantana Police Training Room <2461A@cpzarchitects.com>
Subject: Lantana Police Training Room Renovation - Review of Bids

[**Please be cautious**]This email originated from outside of The Town of Lantana. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Eddie – See attached bid review and leveling. The low base bid is East Coast Construction. The lowest three bids are highlighted in yellow. The spread is 6.7% between the three.

I would suggest that we have a call with at least the low bidder, East Coast Construction Group to ensure that the full scope of project is included. We can extend to 2nd low and even 3rd low bidder if we feel the scope is not complete with East Coast.

Scope confirmation to be complete with focus on:

- HVAC in office area and maintaining existing ceiling
- Finishes – including confirmation of maintaining existing ceilings in office areas
- Communications / Low voltage

Some additional observations to note:

- 2nd low bidder, Kahn Builders has a comparatively low alternate bid for the Helical Piles

- HVAC cost seems to align with low three bids. Aligns with all bids except for LaPorta
- LaPorta's Bid Form does not total correctly. Their total bid of $575,530.87 is incorrect and actually totals to $657,777.42. This bid can be deemed non-responsive.
- On attached bid leveling:
    - Green highlighted cells are low bids
    - Yellow highlighted cells shows low 3 bids
    - Light red highlighted cells show costs that do not align with majority of all bids
    - Red highlighted cells points out the non-responsive bid

I am available to discuss. Thanks. -Joe

Joseph J Barry, AIA
Principal
joe@cpzarchitects.com

CPZ Architects, Inc.
4316 West Broward Boulevard, Plantation, Florida 33317
1717 20th Street, Unit 1, Vero Beach, Florida 32960
4273 Northlake Boulevard, Palm Beach Gardens, FL 33410
341 N Maitland Avenue 346, Maitland, FL 32751
Tel: 954.792.8525 ext. #105 | Cell: 954.483.0898
www.cpzarchitects.com

"Designing Quality Architecture that Builds Lasting Relationships."

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TOWN OF LANTANA
BID OPENING MINUTES
August 11, 2026, 2:00 p.m.

INVITATION TO BID NO.: 2026-09-PS CONTRACT FOR CONSTRUCTION OF LANTANA POLICE TRAINING ROOM.

Sealed bids were due by 2:00 p.m. on Tuesday, August 11, 2026. The bid opening of sealed bid submittals for the Construction of Lantana Police Training Room, Invitation to Bid No 2026-09-PS for the Town of Lantana was held at the Town Hall Council Chambers, 500 Greynolds Circle, Lantana, FL, and convened at 2:00 p.m.

ATTENDING:

Town Staff:
Vanessa Holloway, Contract and Grants Administrator
Glenn Ellis, Public Works Superintendent
Jerry Darr, Assistant Utilities Director
Sean Scheller, Chief of Police
James Eddy, Commander

Members of the Public:
One (1)

DISCUSSION:
Ms. Rios opened the meeting at 2:00 p.m. She announced that this meeting was for the opening of submitted bids and that six (6) addendums were posted for this project. Ms. Rios noted that opening and documenting the submitted bids does not constitute an award or a recommendation for an award.

The Town received nine (9) responses that were submitted and documented as follows:

COMPANY	BASE BID	ALTERNATE BID
LaPorta Contracting	$575,530.87	$19,003.50
Integrity Construction Enterprise	$638,864.26	$37,160.20
Khan Builders, Inc	$508,447	$6,257
Sagoma Construction Services, Inc.	$532,000	$7,050
Danto Builders, LLC	$746,502.07	$25,760.03
KER Construction LLC	$929,000	$98,000
Lassco Development Inc	$682,488.50	$49,730
FSV Construction Company	$557,113	$21,785

East Coast Construction Group, Inc.	$498,523	$18,000

Ms. Rios commented that a recommendation would be submitted to the Town Council for consideration and approval of an award at a future meeting. There was no further discussion; the bid opening concluded at 2:05 p.m.

Town of Lantana
500 Greynolds Circle
Lantana, FL 33410

AGREEMENT FOR CONSTRUCTION OF POLICE DEPARTMENT EMERGENCY OPERATIONS CENTER (EOC) AND TRAINING ROOM

AGREEMENT NO. 2026-09-PS

THIS AGREEMENT is made and entered into this 9th day of November, 2026 (the "effective date") by and between the **Town of Lantana**, a Florida municipal corporation (the "Town"), located at 500 Greynolds Circle, Lantana, Florida 33410, and **East Coast Construction Group, Inc.,** a Florida corporation ("Contractor"), whose address is 1020 Holland Drive, Suite 101, Boca Raton, Florida 33487.

WHEREAS, the Town desires to retain the services of the Contractor to perform certain construction services for the Expansion of the Police Department, in accordance with the Town's Invitation to Bid No. 2026-09-PS, Construction of Police Department Expansion, and the Contractor's response thereto, which are attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in Town's Invitation to Bid No. 2026-09-PS, Construction of Police Department Expansion, and the Contractor's response to the Invitation to Bid, including all addenda, final replies, and documentation required thereunder.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the Town agree as follows:

ARTICLE 1. DEFINITIONS

For the purposes of this Agreement and the various covenants, conditions, terms, and provisions, which follow, the Definitions set forth below are assumed to be true and correct and are agreed upon by the parties.

1.1 CHANGE ORDER: A written document ordering a change in the Contract price or time or a material change in the work issued subsequent to this Agreement, as determined by the Project Manager.

1.2 TOWN: The Town of Lantana, a Florida municipal corporation.

1.3 CONSULTANT: A registered architect, professional engineer, professional land surveyor, civil engineer, and/or registered landscape architect who has contracted with or who is employed by the Town to provide professional services for the construction of the Project and who is licensed by the State of Florida to provide said services.

1.4 CONTRACT: This Agreement between the Town and the Contractor for this Project, all as defined herein. As used herein, the term Contract shall mean the same as Agreement.

1.5 CONTRACT DOCUMENTS: The Contractor's proposal, including plans, specifications, drawings, and/or other written or graphic materials which are to be developed by the Consultant as part of the record of this Agreement, this Agreement, the Performance and Payment Bond, the construction documents, the Notice to Proceed, the purchase order, and any additional documents the submission of which is required by this Agreement.

1.6 COUNCIL: The Town Council, which is the governing body of the Town of Lantana, Florida.

1.7 CONTRACTOR: East Coast Construction Group, Inc. is the Contractor selected to perform the work pursuant to this Agreement and is the person, firm/entity, or corporation primarily liable for the acceptable performance of, and payment of all legal debts pertaining to, the Project. All references in the Contract Documents to third parties under contract or control of the Contractor shall be deemed to be a reference to the Contractor. The Contractor shall be responsible for the provision, installation, and performance of all equipment and materials, and the Contractor is in no way relieved of the responsibility for the performance of all equipment furnished.

1.8 DESIGNATED REPRESENTATIVE: An authorized representative of the Contractor assigned to represent the Contractor on this Project.

1.9 FIELD ORDER: A written order issued by the Project Manager that orders minor changes in the Project but does not involve a change in the total cost or time of performance.

1.10 FINAL COMPLETION: The date certified by the Town that all work is fully and finally complete under this Agreement.

1.11 INSPECTOR: An authorized representative of the Consultant assigned to make necessary inspections of materials furnished by the Contractor and of the work performed by the Contractor.

1.12 MATERIAL: Materials incorporated in this Project or used or consumed in the performance of the work.

1.13 NOTICE OF COMPLETION: The date certified by the Consultant that all conditions of the permits and regulatory agencies have been met, all construction, reconstruction, or rehabilitation, including corrective work, has been performed, and all administrative requirements of the Contract Documents have been completed, and the Town has received from the Contractor a release of all liens, release of surety, Certificate of Indemnification by the Contractor, release of claims by the Contractor, and corrected as-built drawings.

1.14 NOTICE TO PROCEED: A written Notice to Proceed issued by the Project Manager.

1.15 PLANS AND/OR DRAWINGS: The official graphic representations of this Project which, upon written approval of the Project Manager, shall become a part of the Contract Documents, as well as the preliminary plans and drawings and renderings of the Project and the preliminary outline specifications and plans for the Project, which shall be made a part of the Contract Documents upon approval by the Project Manager. The plans and specifications shall include the construction documents to be approved by the Project Manager as provided in this Agreement.

1.16 PROJECT: Construction of Police Department Expansion in Lantana, as described in and in accordance with the Contract Documents, complete with all appurtenances required to perform the work, including, without limitation, partial demolition of existing structures, construction services and labor, materials, and equipment necessary or used or incorporated in the construction, in accordance with the Contract Documents and as is required or reasonably inferred from them. The Project includes the work, services, labor, goods, materials, tools, supervision, and equipment to be provided, and the cleanup, removal, and disposal of all debris, trash, and other material so as to leave the facilities in a clean and ready-to-use condition.

1.17 PROJECT INITIATION DATE: The date upon which the Contract time commences.

1.18 PROJECT MANAGER: Unless otherwise explicitly stated, all Contract duties, Contract responsibilities, and Contract communications of the Town shall be made through the Town's Deputy Community Services Administrator or designee. The foregoing sentence shall not apply to the Town construction inspections made to assure compliance with applicable regulatory law, which the Town conducts in a governmental regulatory capacity.

1.19 SUBCONTRACTOR: The person, contractor, or corporation having a direct contract with the Contractor, including one who furnishes material worked to a special design according to the Contract Documents for this Project, but not including one who merely furnishes material not so worked.

1.20 SUBSTANTIAL COMPLETION: The date certified by the Town that all conditions of the permits and regulatory agencies have been met, and all construction, reconstruction, or rehabilitation (except minor corrective work) has been performed in accordance with the Contract Documents, and the site is able to be used for its intended use.

1.21 SURETY: The surety company or individual which is bound by a contract bond with and for the Contractor who is primarily liable, and which surety company or individual is responsible for the Contractor's acceptable performance of the work under the contract and for the payment of all debts pertaining thereto per Section 255.05, *Florida Statutes*.

ARTICLE 2. INTENTION OF THE TOWN

It is the intent of the Contract Documents to describe a functionally complete Project to be constructed by the Contractor in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result, shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to laws or regulations of any governmental authority, whether such reference is specific or by implication, shall mean the standard specification, manual, code, laws, or regulations in effect at the time of the date of the execution of this Agreement.

ARTICLE 3. CONTRACT DOCUMENTS

3.1 The Contract Documents shall be followed in strict accordance as to work, material, and dimensions except when the Project Manager may authorize an exception in writing.

3.2 Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be decided upon by the Project Manager. The Contractor shall not proceed when in doubt as to any dimension or measurement but shall seek clarification from the Project Manager.

3.3 The Contractor shall maintain two (2) copies of the Contract Documents, one (1) of which shall be preserved and always kept accessible to the Project Manager or his/her authorized representative.

3.4 The Contract Documents incorporate by reference and include, in the following order of authoritative precedent, the following documents:

3.4.1 This fifty-two- (50) page Contract, ITB No. 2026-09-PS, and the plans and specifications set forth therein, including those prepared by the Town and/or its Consultant(s) for construction and planning purposes; and

3.4.2 The Contractor's bid, including any addenda or revisions thereto; and

3.4.3 Any Town-approved change orders and/or field orders.

ARTICLE 4. OWNERSHIP OF DESIGN MATERIALS AND DOCUMENTS.

Intentionally Omitted.

ARTICLE 5. SCOPE OF WORK

5.1 The Contractor hereby agrees to provide the material and services necessary to complete the Project, including, but not limited to, shop drawing submittals (mechanical, plumbing, electrical, and structural), delegated engineered shop drawings as specified in the plans, specifications, and Article 40 herein, surveying, labor, materials, equipment, and any other services necessary to perform all the work in accordance with the requirements and provisions of the Contract Documents. The Contractor agrees to provide and install all items as specified in the Contract plans, specifications, and any addenda thereto.

5.2 The Contractor agrees to meet with the Town at reasonable times and with reasonable notice.

5.3 Intentionally Omitted.

5.4 Prior to the Final Completion of construction services under this Agreement, the Contractor shall provide a record set of as-built plans and specifications, in PDF format that shall bear the approval of the Contractor and the Architect. The as-built plans must reflect final built conditions. In addition, prior to the commencement of construction services under this Agreement, the Contractor shall submit to the Project Manager a Critical Path Method (CPM) schedule for the planning and execution of the construction of the Project. The CPM schedule shall be updated monthly and submitted to the Project Manager as part of each pay request.

ARTICLE 6. COMPLETION DATE

6.1 The Project must be completed and ready to be open for the Town's use pursuant to Section 6.2 below. The Contractor and its subcontractors must have the resources to complete the project within the time frame as stated in Section 6.2 of this Agreement. This timeline assumes change orders that are typical during a project of this size. The Project Manager will instruct the Contractor to commence the Project via written instruction in the form of a Notice to Proceed or purchase order issued by the Town. The Project shall be commenced within seven (7) calendar days after the Project initiation date specified in the Notice to Proceed or purchase order. The Notice to Proceed will not be issued until receipt by the Town of all required documents, including a task and delivery-oriented project timeline, and after execution of this Agreement by both parties.

6.2 The Project shall be substantially completed by the Contractor in no more than one hundred (100) calendar days. Final Completion shall be twenty-five (25) calendar days after the date of Substantial Completion, for a project delivery timeline of one hundred twenty-five (125) calendar days. Upon failure of the Contractor to substantially complete the Project within the specified period of time (plus approved extensions, if any), the Contractor shall pay to the Town any monetary losses that the Town experiences for each calendar day (plus any approved extensions) after the time specified for Substantial Completion. After Substantial Completion, should the Contractor neglect, refuse, or fail to complete the remaining work within thirty (30) calendar days from the Substantial Completion date described in this Agreement or any approved extension thereof, the Contractor shall pay to the Town any monetary losses that the Town experiences for each calendar day after the date of Substantial Completion (plus any approved extensions, if any) for completion and readiness for final payment on the Final Completion date. It is agreed upon and acknowledged by the Contractor that the Town will experience monetary losses, which may include fines, if the Contractor fails to timely complete the Project, both substantially and finally. As both parties recognize the impossibility of precisely ascertaining the amount of monetary damage that will be

sustained by the Town as a consequence of the Contractor's failure to complete the Project on time, and both parties desiring to obviate any question or dispute concerning the amount of said damages, liquidated damages are hereby fixed and agreed upon between the parties, as $250.00 per day for each day that the Work has not reached substantial completion. These amounts are not penalties but are liquidated damages to the Town.

6.3 Intentionally Omitted.

6.4 Intentionally Omitted.

6.5 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded for the Town of Lantana.

ARTICLE 7. THE CONTRACTOR' S RESPONSIBILITY

7.1 The parties acknowledge and agree that the Town is purchasing, and the Contractor is bound to deliver, Construction of the Police Department Expansion, with one selected alternate, which shall be constructed in accordance with the Contract Documents and all applicable laws and technical codes.

7.2 It is the Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency or State or County license valid for the work to be performed and for all persons working on the Project for whom a Certificate of Competency or State or County license is required.

Pursuant to Section 218.80, *Florida Statutes*, the "Public Bid Disclosure Act," all license fees, impact fees, and the like required by and payable to the Town by virtue of this Project and as part of the Contract are disclosed as follows:

All fees payable to the Town have been or will be paid for by the Town.

7.3 The Contractor shall be fully responsible for the actions of all contractors, sub-contractors, sub-sub-contractors, companies, and/or any persons or entities performing or contributing to the construction of the Project pursuant to this Agreement except for contractors hired directly by the Town.

7.4 The Contractor shall be fully responsible for all acts or omissions of its consultants and subcontractors and of persons directly employed by the Contractor's consultants and subcontractors and of persons for whose acts any of them may be liable to the same extent the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. Nothing in this Agreement shall create any contractual relationship between any consultant or subcontractor and the Town or any obligation on the part of the Town to pay or to see to the payment of any monies due to any consultant or subcontractor of the Contractor.

7.5 The Contractor agrees to bind specifically every subcontractor and consultant to the applicable terms and conditions of this Agreement for the benefit of the Town but not the Town's Consultant or other contractors hired directly by the Town.

7.6 Unless otherwise provided herein, the Contractor shall provide and pay for all land-surveying services in the Contractor's scope of work (except those for which sitework items the Town is performing or subcontracting to others), materials, labor, tools, equipment, transportation, and other facilities and services necessary for the proper execution and completion of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.

7.7 The Contractor shall at all times enforce strict discipline and good order among its employees, consultants, and subcontractors at the Project site and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him or her.

7.8 The Contractor shall maintain suitable and sufficient protection within the Project limits for the prevention of accidents and thefts, excluding work performed by the Town or by the Contractor's hired by the Town to work on the Project.

7.9 The Contractor shall keep itself fully informed of, and shall comply with, all existing and future federal, state, local, or municipal laws, codes, ordinances, and/or regulations in any manner affecting those engaged or employed in the construction of the Project, the materials used or employed in the Project, or the conduct of the Project. The Contractor shall also keep itself fully informed of, and shall take into account and comply with, all such orders and decrees of bodies and/or tribunals having any jurisdiction or authority over the same and of all provisions required by law to be made a part of this Contract, all of which are hereby incorporated by reference and made a part hereof. If any specification or contract for this Project is in violation of any such law, ordinance, regulation, order, or decree, the Contractor shall forthwith report the same to the Project Manager in writing. The Contractor shall cause all its agents, employees, subcontractors, and

consultants to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees at no additional cost to the Town.

7.10 If after the effective date of this Agreement there is a change to any federal, state, local, or municipal laws, codes, ordinances, and/or regulations that in any manner affects the Project, the Contractor shall advise the Project Manager in writing and the Project Manager, with concurrence of the Town, shall initiate a change order, the purpose of which shall be to bring the Project into compliance with all laws, ordinances, codes, and regulations as amended or enacted, if necessary.

7.11 The Contractor shall pay all applicable sales, consumer, use, and other taxes required by law. The Contractor is responsible for reviewing the pertinent state, federal, and local statutes, laws, rules, regulations, guidelines, and directions involving such taxes and complying with all requirements.

ARTICLE 8. COMPENSATION AND METHOD OF PAYMENT

8.1 Amount and Method of Compensation

8.1.1 The Town agrees to pay the Contractor as compensation for its services under the terms of this Agreement the Contract amount as set forth in the schedule of values and the Contract Documents for each segment of the work that has been completed. The fee for the services to be performed by the Contractor shall be as set forth in subsection 8.1.1.1.

8.1.1.1 The sum to be paid by the Town to the Contractor under this Agreement for the Project described in the Contract Documents is as follows:

Contractor’s Firm Price Offer to the Town:
Four Hundred Ninety-Eight Thousand Five Hundred Twenty-Three Dollars ($498,523.00)

It is understood that the Contractor shall perform all services set forth in this Agreement for no more than the total compensation amount set forth in this paragraph, except as allowed under Article 8 of this Agreement.

8.1.1.2 Within fourteen (14) calendar days of the full execution of this Agreement, the Contractor shall submit to the Project Manager a Schedule of Values for each item

comprising the fee described above. Partial payments shall be based upon such Schedule of Values. Final payments on each Contract Document must be approved by the Project Manager.

8.2 Method of Billing and Payment

8.2.1 The Contractor shall submit billings that are identified by the specific Contract Document number on a monthly basis and in a timely manner. The Project Manager shall verify completion of the various stages as noted and authorize payment. The Contractor may submit a request for payment thirty (30) days after beginning construction and every thirty (30) days thereafter. Payment will be based on completed or partially completed scopes or materials stored and certified by the Contractor. The Contractor's requisition shall show a complete breakdown of the Project components, the scope of work completed or partially completed scopes and/or materials stored, and the amount due, together with a conditional partial release of lien form for corresponding payment to the Contractor, project documents generated during the preceding month in electronic format, updated CPM schedule, and such other supporting evidence as may be required by the Project Manager.

8.2.2 Requests for final payment shall be accompanied by conditional releases of liens from all subcontractors and project close-out documents. In no instance shall final billing exceed the amount allocated in the Contract Document.

8.2.2.1 The Town may elect to Owner Direct Purchase (ODP) certain materials for this Project strictly for tax-saving purposes. All ODPs shall be made in consultation with the Contractor, and such actual check disbursements and associated tax savings amounts will be deducted from the total Project cost. The Contractor shall remain fully responsible for all related activities for such ODPs, including, but not limited to, communications with the material suppliers, ordering, delivery, receiving, storage, invoicing, and obtaining releases of liens. The Town shall only process payments related to such ODPs upon written approval by the Contractor. Any remaining funds left in an ODP after final payment is made to the material supplier shall be liquidated in favor of the Town.

8.2.3 Subject to other provisions provided for in this Agreement, the Town agrees that it will pay the Contractor within thirty (30) calendar days of receipt of the Contractor's proper billing payment application statement, as provided above, accompanied by an

updated construction schedule and as-built drawings. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*.

8.2.4 Five percent (5%) of all monies earned by the Contractor shall be retained by the Town until the Project has achieved Final Completion as specified and accepted by the Project Manager and/or until the Town has received full and final releases of liens from all suppliers and subcontractors or a letter or written confirmation from the Contractor's surety to the Town stating the name of the company hired by the Contractor and that such company will be paid or handled by the Contractor's surety, who will be assuming all payment responsibility. Any interest earned on retainage shall accrue to the benefit of the Town.

8.2.5 Upon receipt of written notice from the Contractor that the Project is ready for Final Inspection and Acceptance, the Project Manager shall, within ten (10) days, make an inspection thereof. If the Project Manager finds the Project acceptable under the Contract Documents and fully performed, a Final Certificate for Payment shall be issued by the Project Manager, over his/her own signature, stating that the work required by this Agreement has been completed and is accepted under the terms and conditions thereof.

8.2.6 Before issuance of the Final Certificate for Payment, the Contractor shall deliver to the Project Manager a complete release of all liens arising out of this Agreement, or receipts showing payment in full in lieu thereof, an Affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Project has been paid, and the surety's consent to final payment. All warranties, guarantees, operational manuals, and instructions in operation shall be delivered to the Town at this time. As-built drawings shall be completed and approved by the Architect of Record prior to final payment being made.

8.2.7 The Town may withhold final payment or any progress payment to such extent as may be necessary on account of:

8.2.7.1 Defective work not remedied.

8.2.7.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor.

8.2.7.3 Failure of the Contractor to make payments properly to subcontractors or consultants or for material or labor.

8.2.7.4 Damage to another subcontractor, supplier, materialman, party, or person not remedied.

8.2.7.5 Liquidated damages pursuant to Article 6 hereof.

8.2.7.6 As-built drawings not being in a current and acceptable state.

8.2.7.7 Any other breach of this Agreement by the Contractor.

8.2.8 When the above grounds are removed or resolved or the Contractor provides a surety bond or a consent of surety satisfactory to the Town that will protect the Town in the amount withheld, payment may be made in whole or in part, as applicable.

8.2.9 If after the Project has been substantially completed and full completion thereof is materially delayed through no fault of the Contractor, and the Project Manager so certifies, the Town shall, upon certification of the Project Manager, and without terminating the Contract, make payment of the balance due for that portion of the Project fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

8.2.10 The making and acceptance of the final payment shall constitute a waiver of all claims by the Town, other than those arising from faulty or defective work or failure of the Project to comply with requirements of the Contract Documents or terms of any warranties required by the Contract Documents. It shall also constitute a waiver of all claims by the Contractor, except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for payment.

8.2.11 Payment will be made to the Contractor by direct deposit or ACH at:

East Coast Construction Group, Inc.
1020 Holland Drive, Suite 101
Boca Raton, Florida 33487

ARTICLE 9. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

9.1 Without invalidating this Agreement and without notice to any surety, the Town reserves and shall have the right to make such changes from time to time in the character or quantity of the Project as may be considered

necessary or desirable to complete fully and acceptably the proposed construction work in a satisfactory manner. Any extra or additional work within the scope of this Project shall be accomplished by means of appropriate field orders and supplemental instructions or change orders subject to Articles 33, 34, 35, and 36 herein.

ARTICLE 10. THE TOWN'S RESPONSIBILITIES

10.1 The Town will assist the Contractor by placing at its disposal any available information pertinent to the Project, including: previous reports; laboratory tests; inspections of samples, materials, and equipment; property, boundary, easement, right-of-way, topographic, and utility surveys; property descriptions; and known zoning, deed, and other land-use restrictions.

10.2 The Town will arrange for access to and make all provisions for the Contractor to enter upon public property as required for the Contractor to perform its services.

ARTICLE 11. RESOLUTION OF DISPUTES

11.1 In order to prevent all disputes and litigation, it is agreed by the parties hereto that the Project Manager shall decide all questions, difficulties, and disputes of whatever nature that may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount, and value of any work done and materials furnished under or by reason of this Agreement, and the Project Manager's estimates and decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto. This Article does not preclude either or both parties from seeking any and all remedies available at law, by contract, or in equity. The parties hereto may also, if mutually agreed, seek mediation to resolve any dispute related to this Contract.

ARTICLE 12. ASSIGNMENT

12.1 Neither party to this Agreement shall assign this Agreement or subcontract it as a whole without the written consent of the other party, nor shall the Contractor assign any monies due or to become due to it hereunder without the prior written consent of the Project Manager.

ARTICLE 13. PROJECT MEETINGS

13.1 The Contractor shall schedule periodic work progress meetings and specially called meetings as needed with the Project Manager relating to the construction services under this Agreement. The Contractor shall summarize the minutes of such meetings, include significant proceedings and decision(s) within the minutes, incorporate comments received or

exceptions taken by those present who have reviewed and commented on the minutes, and reproduce and distribute copies of the minutes within five (5) business days after each meeting.

ARTICLE 14. SECURITY

14.1 The Contractor shall provide a project security program to protect work, stored products, and construction equipment from theft and vandalism and to protect premises from entry by unauthorized persons. In the event any such materials, equipment, and supplies are lost, stolen, damaged, or destroyed prior to Final Inspection and Acceptance, the Contractor shall replace same without cost to the Town.

ARTICLE 15. INSPECTION OF PROJECT

15.1 The Project Manager or designee shall, at all times, have access to the Project, and the Contractor shall provide proper facilities for such access.

15.1.1 Should the Contract Documents, instructions, or any law, ordinance, or public authority require any work for the Project to be specially tested or approved, the Contractor shall give to the Project Manager timely notice of readiness of the work for inspection. If the testing or approval is to be made by an authority other than the Town, timely notice shall be given of the date fixed for such testing. Inspections shall be made promptly and, where practicable, at the source of supply. If any work for the Project is covered up without approval or consent of the Project Manager, it shall, if required by the Project Manager, be uncovered for examination, and properly restored at the Contractor’s expense.

15.1.2 Re-examination and re-testing of any work for the Project may be ordered by the Project Manager, and if so ordered, such work shall be uncovered by the Contractor. If work is found defective, the Contractor shall bear all direct expenses of such removal or correction. If such work is found to be in accordance with the Contract Documents, the Town shall pay the cost of re-examination, re-testing, and replacement.

15.2 The payment of any compensation, regardless of its character or form, or the giving of any gratuity or the granting of any valuable favor by the Contractor to any inspector other than its consultant is forbidden, and any such act on the part of the Contractor will constitute a breach of this Agreement.

ARTICLE 16. SUPERINTENDENCE AND SUPERVISION

16.1 The orders of the Town are to be given through the Project Manager, whose instructions are to be strictly and promptly followed in every case. The Contractor shall maintain a competent resident supervisor, who shall serve as the Designated Representative, and any necessary assistants on the Project site throughout the duration of the Project. The Designated Representative shall serve as the Contractor's Superintendent onsite and shall be responsible for continuous field supervision, coordination, and completion of the work. The Designated Representative must be able to communicative effectively and be onsite a minimum of eight (8) hours per day, Monday through Friday (excluding holidays), and when any work or deliveries are occurring. The Designated Representative shall not be changed except with the consent of the Project Manager, unless the Designated Representative proves to be unsatisfactory to the Contractor and ceases to be in its employ. The Designated Representative shall represent the Contractor, and all direction given to the Designated Representative shall be as binding as if given to the Contractor. Directions will be confirmed in writing to the Contractor. Other directions will be so confirmed on written request in each case.

16.2 The Designated Representative shall, on a daily basis, prepare and keep a log setting forth, at a minimum for each day: the weather conditions and how any weather conditions affected progress of the work; work performed; equipment utilized for the work; any idle equipment and reasons for idleness; visitors to the Project site; labor utilized for the work; and any materials delivered to the Project site. The daily log shall be available for inspection by the Project Manager at all times during the Project. Electronic logging is permitted provided the Town has full access to such logs and the logs are provided in PDF format or via Procore software at any time when requested by the Town. If the Contractor utilizes Procore software, access to same must be provided to the Town for up to twelve (12) months following Final Completion.

16.3 If, in the course of the Project, the Contractor finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors or omissions in the Contract Documents, including drawings (plans) and specifications, it shall be the Contractor's duty to immediately inform the Project Manager in writing, and the Project Manager will promptly verify the same. Any work done after such discovery, but before being remedied, shall be done at the Contractor's sole risk.

16.4 The Contractor shall coordinate, supervise, and direct the Project competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Project in accordance with the Contract Documents. The Contractor shall be solely

responsible for the means, methods, techniques, safety, sequences, and procedures of construction. The Contractor shall give efficient supervision to the work using its best skill, attention, and judgment.

ARTICLE 17. THE TOWN'S RIGHT TO TERMINATE AGREEMENT

17.1 The following shall give the Town the right to terminate this Agreement:

17.1.1 The Contractor fails to begin the construction of the Project within the time specified, fails to perform the Project with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Project, performs the work unsuitably, causes the work to be rejected as defective and/or unsuitable, or discontinues the prosecution of the Project.

17.1.2 If the Contractor becomes insolvent, is declared bankrupt, commits any act of bankruptcy or insolvency, makes an assignment for the benefit of creditors, or cannot carry on the Project in an acceptable manner as a result of any other cause whatsoever, the Project Manager may give notice in writing to the Contractor and its surety of such delay, neglect, or default, specifying the same. If the Contractor does not proceed in accordance therewith within a period of ten (10) calendar days after such notice, then the Town may, upon receiving written certification from the Project Manager of the Contractor’s failure to cure and/or correct such delay, neglect, or default, terminate the services of the Contractor, exclude the Contractor from the site, take the prosecution of the Project out of the hands of the Contractor, and appropriate or use any or all materials and equipment on the Project site as may be necessary and prudent.

17.2 In the event of an occurrence under Section 17.1 above, the Contractor shall not be entitled to receive any further payments until the Project is finished. Notwithstanding the foregoing, the Contractor will be eligible to receive payments for work that has been completed to the Town’s satisfaction, up to point of said occurrence, and such payments shall include the cost of materials provided onsite at the Contractor’s expense, so long as the materials are in a merchantable condition and suitable for their intended purpose and use.

17.3 In the event of an occurrence under Section 17.1 above, the Town may enter into a separate agreement for the completion of the Project according to the terms and provisions of the Contract Documents or use such other methods as in the Town’s opinion is required for the completion of the Project in an acceptable manner.

17.4 In the event of an occurrence under Section 17.1 above, all damages, costs, and charges incurred by the Town shall be deducted from any monies due or which may become due to the Contractor. Actions may be instituted to recover on the posted bonds. In case the damages and expenses so incurred by the Town are less than the sum which would have been payable under this Agreement if it had been completed by the Contractor, then the Contractor shall be entitled to receive the difference.

17.5 If after Notice of Termination is given to the Contractor it is determined for any reason that the Contractor was not in default or breach of this Agreement, the rights and obligations of the Town and the Contractor shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience clause as set forth below in Section 17.6.

17.6 The performance of work under this Agreement may be terminated in writing by the Project Manager for convenience upon not less than ten (10) calendar days' written notice to the Contractor (delivered in accordance with Section 47.8) of intent to terminate and the date on which such termination becomes effective. In such case, the Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments that had become the Contractor's prior to the date of termination. Payment shall include services actually performed in full prior to the termination date but shall exclude all lost profits, indirect or special, or other damages for the remainder of the Project. The Contractor acknowledges and agrees that One Thousand Dollars ($1,000.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by the Contractor, is given as special consideration to the Contractor for the Town's right to terminate this Agreement for convenience.

17.7 Upon receipt of the Notice of Termination pursuant to Sections 17.1 or 17.6 above, the Contractor shall promptly discontinue all affected work, unless the Notice of Termination directs otherwise, and deliver or otherwise make available to the Project Manager all data, drawings, specifications, reports, estimates, summaries, and such other information as may have been required by the Contract Documents, whether completed or in process.

17.8 If a court of competent jurisdiction finds that the Town wrongfully terminated this Contract, then in such event, this Contract shall be deemed terminated for convenience as provided in Section 17.6, and the Contractor shall not be entitled to damages or loss of profits but shall be entitled to all items provided for in Section 17.6 herein.

ARTICLE 18. THE CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

18.1 If the Project should be stopped under an order of any court or other public authority for a period of more than ninety (90) calendar days, through no act or fault of the Contractor or of anyone employed by the Contractor, or if the Project Manager should fail to review and approve or state in writing reasons for non-approval of any estimate for payment within twenty (20) calendar days after it is presented, or if the Town fails to pay the Contractor within forty-five (45) calendar days after presentation by the Contractor of any proper invoice accompanied by the required update of the CPM, then the Contractor may, upon seven (7) calendar days' written notice to the Town and the Project Manager, stop work or terminate this Agreement and recover from the Town payment for all work executed and any expense sustained plus reasonable termination expenses.

ARTICLE 19. PLANS AND WORKING DRAWINGS

19.1 The Town and the Contractor will review and revise construction plans prior to submittal for permitting. All approved plans, general and detail, are to be deemed a part of this Agreement, and the plans and specifications and Agreement are to be considered together and are intended to be mutually complementary so that any work shown on the plans, though not specified in the specifications, and any work specified in the specifications, though not shown on the plans, is to be executed by the Contractor as part of this Agreement to the extent the work is reasonably inferable from the plans. All things that, in the opinion of the Project Manager, may be reasonably inferred from this Agreement and the plans as developed by the Town and approved by the Project Manager are to be executed by the Contractor under the terms of this Agreement, and the Project Manager shall determine whether the detail plans conform to the Contract Documents, except as may be otherwise determined by the Project Manager. All plans, specifications, and related technical documentation should be in PDF format.

ARTICLE 20. THE CONTRACTOR TO CHECK DRAWINGS AND DATA

20.1 The Contractor shall take measurements and verify all dimensions, conditions, quantities, and details shown on the drawings, schedules, or other data received from the Project Manager and shall notify the Project Manager of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at the Contractor's own expense. The Contractor will not be allowed to take advantage of any error or omission.

ARTICLE 21. WARRANTY

21.1 The Contractor warrants to the Town that all materials and equipment furnished for the Project shall be new, unless otherwise specified, and that all work for the Project shall be of good quality, free from faults and defects, and in conformance with the Contract Documents. All work for the Project not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

ARTICLE 22. DELIVERY AND STORAGE OF MATERIALS AND PARTIAL PAYMENT THEREOF

22.1 The Town will allow partial payment for materials delivered and stored either on or offsite for use on the Project.

22.2 Material stored on the job site shall be verified as to quantity and condition by the Project Manager or designee prior to receipt of any payment. Safeguarding the material shall be the responsibility of the Contractor. Any materials that are lost, stolen, damaged, or otherwise deemed unacceptable by the Project Manager shall be replaced by the Contractor at no additional cost to the Town.

22.3 Materials stored off the job site for which partial payment is sought shall be stored in a bonded warehouse. The material shall be inspected by the Contractor, who will verify quantities and condition of all materials and provide documentation of such inspection to the Project Manager. Safeguarding the material shall be the responsibility of the Contractor.

ARTICLE 23. GENERAL QUALITY OF WORK

23.1 Articles, materials, and equipment specified or shown on drawings shall be new and shall be applied, installed, connected, erected, used, cleaned, and conditioned for proper forming, as per the manufacturer's directions and as approved by the Project Manager. The Contractor shall, if required, furnish satisfactory evidence as to kind and quality of the materials.

23.2 The Contractor shall apply, install, connect, and erect manufactured items or materials according to the recommendations of the manufacturer when such recommendations are not in conflict with the Contract Documents. The Contractor shall furnish copies of the manufacturer's recommendations to the Project Manager before proceeding with the work.

ARTICLE 24. DEFECTIVE WORK

24.1 The Project Manager shall have the authority to reject or disapprove work

for the Project that the Project Manager finds to be defective. If required by the Project Manager, the Contractor shall promptly, as directed, correct all defective work or remove it from the Project site and replace it with non-defective work. The Contractor shall bear all direct, indirect, and consequential costs of such removal or correction.

24.2 If within one (1) year after Substantial Completion any work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly without cost to the Town, after receipt of written notice from the Town to do so, unless the Town has given the Contractor a written acceptance of such conditions. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation that the Contractor might have under the Contract Documents, including Article 21 hereof, or applicable state law.

24.3 Should the Contractor fail or refuse to remove or correct any defective work performed for the Project or fail to make any necessary repairs in an acceptable manner and in accordance with the requirements of this Agreement within the time indicated in writing, the Town shall have the authority to cause the unacceptable or defective work to be removed or corrected or make such repairs as may be necessary at the Contractor's expense. Any expense incurred by the Town in making such removals, corrections, or repairs that the Contractor has failed or refused to make shall be paid for out of any monies due or which may become due to the Contractor and/or may be charged against the bond or surety. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully, and in a manner acceptable to the Town shall be sufficient cause for the Town to declare the Contractor to be in default of the Agreement, in which case the Town, at its option, may purchase materials, tools, and equipment and may employ labor, contract with any other individual, contractor, or corporation, and/or proceed with its own forces to perform the work. All costs and expenses incurred by the Town shall be charged against the defaulting Contractor, and the amount incurred shall be deducted from any monies due or which may become due to the Contractor and/or shall be charged against the bond or surety. The performance of any special work, as described herein, shall not serve to release the Contractor from its obligations pursuant to this Agreement.

24.4 Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered or obligate the Town to final acceptance.

ARTICLE 25. SUBCONTRACTS

25.1 The Contractor shall, within fourteen (14) calendar days of the full execution of this Agreement and prior to the start of construction, notify the Project

Manager in writing of the names of the subcontractors proposed for the Project and identify the portion of the work for the Project each will perform. The Contractor shall have a continuing obligation to notify the Project Manager of any change in the subcontractors. Notification of the names of the subcontractors shall not relieve the Contractor from the prime responsibility of full and complete satisfactory performance of all contractual obligations. The Town may request that the Contractor solicit subcontractors from the Town's Vendors List. The Contractor shall give first priority for award of all key subcontracts to local (Lantana) contractors, provided the local contractor's price for its work is equal to or less than the budget for the portion of the work for which they would be responsible and the local contractor meets all insurance requirements, agrees to Contractor's schedule of work for the Project and provides suitable credit references.

ARTICLE 26. SEPARATE CONTRACTS

26.1 The Town reserves the right to let other contracts in connection with this Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this work with theirs, provided, however, that all Town subcontractors, before arriving on the Project site, must provide the Contractor with their insurance certificate containing the same coverage limits the Town required this Contractor to have as well as listing this Contractor as additional insured.

26.2 If any part of the Contractor's work depends on the proper execution of the work of any other contractors, the Contractor shall inspect and promptly report to the Project Manager any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute acceptance of the other contractors' work as fit and proper, providing the foundation for the Contractor's dependent work, except as to defects that may develop in other contractors' work after the execution of the Contractor's dependent work.

26.3 To ensure the proper execution of its subsequent work, the Contractor shall inspect the work already in place and shall at once report to the Project Manager any discrepancy between the executed work and the requirements of the Contract Documents.

26.4 No claim for damages or any claim other than for an extension of time shall be made or asserted against the Town by reason of any delays due to the work of other contractors, unless such delays result in the de-mobilization of the Contractor's work crew and there is an attendant cost to re-mobilize.

The Town will not be responsible for any additional costs, such as

Performance and Payment Bond costs that are a result of the aforementioned delays.

ARTICLE 27. USE OF COMPLETED PORTIONS

27.1 The Town will inform the Contractor prior to the execution of this Agreement if any portion of the Project will be utilized prior to normal construction completion; however, the Town shall have the right to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such possession and use delay the Project, the Contractor shall be entitled to a reasonable extension of time, as determined by the Town.

27.2 In the event the Town takes possession, the following shall occur:

27.2.1 The Project Manager shall give notice to the Contractor at least fifteen (15) calendar days in advance of intent to occupy a designated area.

27.2.2 The Contractor shall bring the designated area to the point of Substantial Completion. When the Contractor considers that the designated area of the Project is substantially complete, the Contractor shall notify the Project Manager in writing and shall prepare for submission to the Project Manager a list of items to be completed or corrected. The failure to include any items on this list does not alter the responsibility of the Contractor to complete work on the designated area in accordance with the Contract Documents. The Project Manager shall conduct an inspection to determine that the designated portion of the Project is substantially complete. The Project Manager and the Contractor shall agree on the time within which the Contractor shall complete the items listed.

27.2.3 Upon issuance of the Certificate of Substantial Completion, the Town will assume full responsibility for maintenance, utilities, and subsequent damages of the Town and public adjustment. The Contractor shall remain responsible for all items listed to be completed or corrected as submitted to the Project Manager, as required in the Substantial Completion process.

27.2.4 If the Town finds it necessary to use a portion or portions of the Project prior to Substantial Completion thereof, such use shall not commence prior to a time mutually agreed upon by the Project Manager and the Contractor. This insurance shall not be canceled or lapsed on account of such partial use. Consent of the Contractor

and of the insurance company or companies to such use shall not be unreasonably withheld.

ARTICLE 28. CONSTRUCTION AREA

28.1 The Contractor shall use areas approved by the Town for deliveries and personnel, which may vary from time to time. Contract limits of the construction area are indicated on the drawings. Equipment, material, and personnel shall be in conformance with this Contract.

28.2 To provide for maximum safety and security, the Contractor shall erect and maintain all necessary barricades, any other temporary walls and structures as required, and boarding to protect life and property during the period of construction.

ARTICLE 29. LANDS FOR WORK

29.1 The Town shall provide, as indicated in the Contract Documents, the lands upon which the Project is to be performed, rights-of-way, easements for access thereto, and such other lands as are designated for the use of the Contractor. No claim for damages or other claim other than for an extension of time shall be made or asserted against the Town by reason of any delay arising as a result of any failure of the Town to provide such lands on the date needed by the Contractor. The provisions of Article 36 hereof shall apply.

ARTICLE 30. LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

30.1 The Contractor shall conform to all applicable laws, regulations, and ordinances with regard to labor employed, hours of work, and the Contractor's general operations. The Contractor shall also conduct its operations so as not to close any thoroughfare nor interfere in any way with traffic on highways without the written consent of the proper authorities.

ARTICLE 31. DAMAGE TO EXISTING FACILITIES, EQUIPMENT, OR UTILITIES

31.1 Existing utilities, if any, have been shown on the drawings provided to the Contractor insofar as information is reasonably available; however, it will be the Contractor's responsibility to verify such information and to preserve all existing utilities. If utility conflicts are encountered by the Contractor during construction, the Contractor shall give sufficient notice to the owners of the utilities so that they may make the necessary adjustments.

31.2 The Contractor shall exercise care and take all precautions during excavation and construction operations to prevent damage to any existing facilities, equipment, or utilities, if any. Any damage caused by the

Contractor shall be reported immediately to the Project Manager, and such work shall be repaired and/or replaced by the Contractor in a manner approved by the Town. All costs to repair and/or replace any damage to existing facilities, equipment, or utilities shall be the sole responsibility of the Contractor, and such repair or replacement shall be performed expeditiously without cost to the Town.

31.3 The Contractor shall, at all times, provide the type of required protection for finished work, protect adjacent work during cleaning operations, and make good any damage resulting from neglect of this precaution.

31.4 Protection of work shall include protecting work that is factory-finished during transportation, during storage, and during and after installation. Where applicable and as required, the Contractor shall close off areas where certain work has been completed to protect it from any damages caused by others during their operations.

31.5 The Contractor shall store materials and shall be responsible for and shall maintain partly or wholly finished work during the continuance of the Contract and until the final acceptance of the structure. If any materials or part of the work should be lost, damaged, or destroyed by any cause or means whatsoever, the Contractor shall satisfactorily repair and replace the same at the Contractor's own cost. The Contractor shall maintain suitable and sufficient protection within the Project limits for the prevention of accidents.

31.6 To all applicable Sections where preparatory work is part of work thereon, the Contractor shall carefully examine surfaces over which its finished work is to be installed, laid, or applied before commencing with the work. The Contractor shall not proceed with said work until defective surfaces on which work is to be applied are corrected satisfactorily to the Project Manager. Commencement of work shall be considered acceptance of surfaces and conditions.

ARTICLE 32. CONTINUATION OF THE WORK

32.1 The Contractor shall carry on the Project and adhere to the progress schedule during all disputes or disagreements with the Town, subject to the limitations of Section 34.4. No work shall be delayed or postponed pending resolution of any disputes or disagreements to the extent that any pending approval of change orders may impact the normal timeline of the schedule.

ARTICLE 33. FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS

33.1 The Project Manager shall have the right to approve and issue field orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Contract execution, provided the field order

involves no change in the total cost of the Project or the time of performance.

33.2 The Project Manager shall have the right to approve and issue supplemental instructions setting forth written orders, instructions, or interpretations concerning this Agreement or its performance, provided they make no major changes in Contract execution and involve no change in the total cost of the Project or the time of performance.

ARTICLE 34. CHANGE ORDERS (CHANGES IN QUANTITIES OF WORK OR CONTRACT PRICE)

34.1 Changes in the quantity or character of work within the scope of this Project that are not properly the subject of field orders or supplemental instructions, including all changes resulting in changes in the total cost of the Project or the time of performance, shall be authorized only by change orders approved and issued by the Town.

34.2 The Contractor shall not start work on any alteration requiring an increase in price or extension of time for completion until a change order setting forth the adjustments is approved by the Town.

34.3 All change orders must be approved in advance in accordance with the value of the change order and/or the calculated value of the time extension. All change orders must include a time impact analysis if an extension of time is being requested as part of the subject change order.

34.4 In the event that the Town and the Contractor cannot agree on the value of the adjustment or the length of the extension of time for any item requiring a change order, the Town reserves the right, at its own option, to either terminate this Agreement as it applies to the item in question and make such arrangements as may be deemed necessary to complete the Project or submit the matter in dispute to the Project Manager as set forth herein. During the pendency of the dispute resolution, the Contractor must proceed with the work set forth in the subject change order unless the estimated dollar amount of the change order is greater than Ten Thousand Dollars ($10,000.00).

34.5 Within ten (10) business days of approval of any change order that increases the overall price of the Project, the Contractor shall ensure that the applicable Performance and Payment Bonds, any required insurance, and/or other guarantees are each increased such that they reflect the new total amount of the Project. Any increase in bond and/or insurance premiums, precipitated by increases to the overall price of the Project, shall be accounted for and reconciled at final payment. In order to be eligible to receive reimbursement for said premium increases, the Contractor must

provide documentation from its surety and/or insurance company, as applicable, to substantiate the premium increases for which reimbursement is being sought.

34.6 Intentionally Omitted.

ARTICLE 35. VALUE OF CHANGE ORDER WORK

35.1 The value of any work covered by a change order or of any claim for an increase or decrease in the Contract sum shall be determined in one (1) of the following ways:

35.1.1 Intentionally Omitted.

35.1.2 By mutual acceptance of a lump sum that includes the Contractor's fee for overhead and profit and includes any subcontractor fees.

35.1.3 On the basis of the “cost of the work” determined as provided, plus the Contractor's fee for overhead and profit that is determined as provided in the applicable provisions of this Agreement.

35.2 The term “cost of the work" means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Project. Except as otherwise may be agreed to in writing by the Town, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any other costs whatsoever:

35.2.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Project under schedules of job classifications agreed upon by the Town and the Contractor. Payroll costs for employees not employed full-time on the Project shall be apportioned on the basis of their time spent on the Project. Payroll costs shall include, but not be limited to, salaries and wages, plus the cost of fringe benefits that shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the Project site. The expenses of performing the work after regular working hours, on Sunday, or on legal holidays shall be included in the above to the extent authorized by the Town. Insurance and benefits shall be based on single time, i.e., not based upon time and a half or overtime compensation of any kind.

35.2.2 Cost of all materials and equipment furnished and incorporated in the Project, including costs of transportation and storage thereof

and manufacturers' field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Town deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Town. All trade discounts, rebates and refunds, and returns from the sale of surplus materials and equipment shall accrue to the Town, and the Contractor shall make provisions so that they may be obtained.

35.2.3 Payments made by the Contractor to subcontractors for work performed by subcontractors. The term “subcontractor” shall include architects and engineers employed for services specifically related to the Project. Whenever a subcontractor is involved, a complete and separate breakdown shall be submitted by the subcontractor for its portion of the work. All subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.

35.2.4 Costs of special consultants, including, but not limited to, testing laboratories, surveyors, lawyers, and accountants employed for services specifically related to the Project.

35.2.5 Supplemental costs, including the following:

35.2.5.1 The proportion of necessary transportation, travel, and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Project.

35.2.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site, and hand tools not owned by the workers that are consumed in the performance of the Project as well as cost, less market value, of such items used but not consumed that remain the property of the Contractor.

35.2.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from the Contractor or others in accordance with rental agreements approved by the Town and the costs of transportation, loading, unloading, installation, dismantling, and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Project. Late charges, penalties, restocking charges, and similar assessments in said agreements will not be

recognized by the Town as supplemental costs.

35.2.5.4 Sales, use, or similar taxes related to the Project and for which the Contractor is liable, imposed by any governmental authority.

35.2.5.5 Deposits lost for causes other than the Contractor's negligence, royalty payments, and fees for permits and licenses.

35.2.5.6 The cost of utilities, fuel, and sanitary facilities at the site.

35.2.5.7 Minor expenses such as long-distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the Project.

35.2.5.8 Cost of premiums for additional bonds and insurance required because of changes in the Project. Evidence of any additional premiums from the bonding and/or insurance companies shall be submitted to the Project Manager.

35.3 The term "cost of the work" shall not include any of the following:

35.3.1 Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by the Contractor whether at the Project site or in the Contractor's principal or branch office for general administration of the Project and not specifically included in the agreed-upon schedule of job classifications referred to in Section 35.2.1, all of which are to be considered administrative costs covered by the Contractor’s fee.

35.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the Project site.

35.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor’s capital employed for the Project and charged against the Contractor for delinquent payments.

35.3.4 Cost of premiums for all bonds and for all insurance whether or not

the Contractor is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Project. Evidence of coverage and premiums from the bonding and/or insurance companies shall be submitted to the Project Manager.

35.3.5 Costs due to the negligence of the Contractor or any subcontractors, any consultants, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, correction of defective or nonconforming work, disposal of materials or equipment wrongly supplied, and making good on any damage to property.

35.3.6 Other overhead or general expenses of any kind and the cost of any item not specifically and expressly included in Section 35.2.

35.4 The Contractor's fee allowed to the Contractor for overhead and profit shall be determined as follows:

35.4.1 A mutually acceptable fixed fee that shall not exceed percentages, as set forth below.

35.4.2 A fee based on the following percentages of the various portions of the cost of the work:

35.4.2.1 For costs incurred under Sections 35.2, 35.2.1, and 35.2.2, the Contractor's fees shall not exceed twelve- and one-half percent (12.5%).

35.4.2.2 For costs incurred under Sections 35.2.3 or 35.2.4, the Contractor's fee shall not exceed five percent (5%), and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the subcontractor as a fee for overhead and profit shall not exceed ten percent (10%).

35.4.2.3 No fee shall be payable on the basis of cost itemized under Sections 35.2.5 and 35.3.

35.5 The amount of credit to be allowed by the Contractor to the Town for any such change that results in a net decrease in cost shall be the amount of the actual net decrease. When both additions and credits are involved in any one (1) change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

35.6 Whenever the cost of any work is to be determined pursuant to Sections

35.1 through 35.2.4, the Contractor shall submit, in a form acceptable to the Project Manager, an itemized cost breakdown with the supporting data.

35.7 Intentionally Omitted.

35.8 Whenever a change in the work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, a credit, or a no-change-in-cost, the Contractor shall promptly submit to the Project Manager an estimate substantiated by a complete itemized breakdown.

35.8.1 Such breakdown shall list quantities and unit prices for materials, labor, equipment, and other items of cost.

35.8.2 Whenever a change involves the Contractor and one (1) or more subcontractors or consultants and the change results in an increase in the Contract price, overhead and profit percentages for the Contractor and each subcontractor or consultant must be itemized separately.

35.9 Each change order shall state within the body of the change order whether it is based upon unit price, negotiated lump sum, or “cost of the work.”

ARTICLE 36. CHANGE OF CONTRACT TIME OR CONTRACT SUM

36.1 The Contract time set forth in Article 6 or the fee to be paid to the Contractor may only be changed or modified by a change order. Any claim for an extension of the Contract time or for an increase in the fee to be paid to the Contractor shall be based on written notice delivered by the party making the claim to the Project Manager. Such written notice must be delivered no more than fourteen (14) calendar days after the occurrence of the event giving rise to the claim and must state the general nature of the claim. Notice of the extent of the claim and supporting data (Time Impact Analysis) justifying the subject claim shall be delivered within sixty (60) calendar days after the occurrence of the subject event, unless the Project Manager issues a written extension of time within which to submit data to support the claim. All such claims shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract time or for an increase in the fee to be paid to the Contractor shall be determined by the Project Manager in accordance with Article 9. All Time Impact Analyses must clearly demonstrate how the event giving rise to the subject change order has or will affect the critical path of the Project. **Failure to provide a Time Impact Analysis at the time a change order is submitted to the Project Manager for approval shall constitute an irrevocable waiver by the Contractor of any requested extension of time for the subject change**

order. No claim for an adjustment to the Contract time or for an increase in the fee to be paid to the Contractor shall be valid if not submitted in strict accordance with the requirements of this Article. Untimely claims for adjustment of the Contract time or for an increase in the fee shall be forever barred. An incomplete claim that is timely submitted shall be deemed to be untimely. **Furthermore, change orders issued after the date for Substantial Completion shall not serve to invalidate any "time is of the essence" provision of this Agreement or any claim by the Town for liquidated damages.**

Initials: _____

36.2 The Contract time will be extended in an amount equal to time lost due to delays beyond the control of and through no fault or negligence of the Contractor if a claim is made therefor as provided in Section 36.1. Such delays shall include, but not be limited to, acts of neglect by the Town (or by any employee of the Town or any separate contractor employed by the Town), fires, floods, labor disputes, pandemics, abnormal weather conditions, or acts of nature. All such claims for extension in the Contract time must be accompanied by a complete and thorough Time Impact Analysis. If a change order is approved by the Town with the number of additional Contract days listed as "to be determined" or "TBD," then TBD shall be treated as zero (0) additional days approved.

Initials: _____

ARTICLE 37. NO DAMAGES FOR DELAY

37.1 No claim for damages or any claim other than for an extension of time shall be made or asserted against the Town by reason of any delays. The Contractor shall not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact, or other costs, expenses, or damages, including, but not limited to, costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference, or hindrance is considered to be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. The Contractor's sole and exclusive remedy for any delays shall be extensions of the Contract time in accordance with and to the extent specifically provided in Article 36.

Initials: _____

37.2 Notwithstanding the above, the Contractor shall be entitled to recover any actual additional costs incurred due to delays caused by the Town through the change order process as set forth hereinabove in Articles 34, 35, and

36. The Contractor acknowledges that “additional costs” do not constitute damages as referenced in Section 37.1 hereinabove.

Initials: _____

ARTICLE 38. SUBSTANTIAL COMPLETION

38.1 When the Contractor considers that the Project, or a designated portion thereof that is acceptable to the Town, is substantially complete, the Contractor shall notify the Project Manager in writing and shall prepare for submission to the Project Manager a thorough list of items to be completed or corrected, together with a schedule for completion of all items. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

38.2 The Project Manager shall conduct an inspection to determine that the Project or designated portion thereof is substantially complete. The Project Manager will then instruct the Contractor to prepare and deliver to the Project Manager a Certificate of Substantial Completion that shall establish the date of Substantial Completion. After review of the Certificate by the Project Manager, the Town will either accept or reject the Certificate in writing. The Project Manager, with the concurrence of the Contractor, will fix the time within which the Contractor shall complete the items listed therein, which the Contractor will acknowledge by written acceptance of same. Warranties required by the Contract Documents shall commence on the date of Substantial Completion.

ARTICLE 39. SHOP DRAWINGS

39.1 The Contractor shall submit Shop Drawings for all equipment, apparatus, machinery, piping, wiring, fabricated structures, and manufactured articles. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item, and evidence of its compliance or noncompliance with the Contract Documents.

39.2 The Contractor shall submit to the Project Manager a complete list of preliminary data on items for which the Shop Drawings are to be submitted. Approval of this list by the Project Manager shall in no way relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of the Shop Drawings.

39.3 After the approval of the list of items required in Section 39.2 above, the Contractor shall promptly request the Shop Drawings from the various

manufacturers and suppliers.

39.4 The Contractor shall thoroughly review and check the Shop Drawings, and each and every copy shall show the Contractor's approval thereon.

39.5 If the Shop Drawings show or indicate departures from the Contract requirements, the Contractor shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve the Contractor from its responsibility to comply with the Contract Documents.

39.6 No work called for by the Shop Drawings shall be done until the Shop Drawings have been approved by the Project Manager. Approval shall not relieve the Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

39.7 No approval will be given to partial submittal of the Shop Drawings for items that interconnect and/or are interdependent. It is the Contractor's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them, and then make one (1) submittal to the Project Manager, which includes the Contractor's comments as to compliance, noncompliance, or features requiring special attention.

39.8 If catalog sheets or prints of the manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.

39.9 The Contractor shall submit to the Project Manager the number of copies required by the Project Manager. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

39.10 The Project Manager’s approval of the Shop Drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such Drawings, nor for the proper fittings and construction of the work, nor for the furnishing of the materials or work required by the Contract and not indicated on the Drawings.

39.11 The Contractor shall keep one (1) set of the Shop Drawings marked with the Project Manager's approval at the Project site at all times.

ARTICLE 40. FIELD ENGINEERING

40.1 Intentionally Omitted.

ARTICLE 41. FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

41.1 The entire responsibility for establishing and maintaining a line and grade

in the field lies with the Contractor. The Contractor shall maintain an accurate and precise record of the location and elevation of all pipelines, conduits, structures, manholes, handholds, fittings, and the like and shall deliver these records in good order to the Project Manager as the work is completed. These records shall serve as a basis for record drawings. The cost of all such field layout and recording work must be included in the prices bid for the appropriate items.

41.2 The Contractor shall maintain, in a safe place at the site, one (1) record copy of all drawings (plans), specifications, addenda, written amendments, change orders, and written interpretations and clarifications in good order, annotated to show all changes made during construction. These record documents, together with all approved samples and a counterpart of all approved Shop Drawings, shall be available to the Project Manager for reference. Upon completion of the Project, these record documents, samples, and Shop Drawings shall be delivered to the Project Manager.

41.3 At the completion of the Project, the Contractor shall turn over to the Town an electronic set of drawings in PDF format (one (1) single document) that accurately reflects the "as-built" conditions of the new facility. All changes made to the construction documents, either as clarifications or as changes, shall be reflected in the plans. These "as-built" drawings shall be reviewed and approved by the Architect of Record and then delivered and found to be acceptable by the Town prior to final payments.

ARTICLE 42. SAFETY AND PROTECTION

42.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

42.1.1 All employees on the Project and other persons who may be affected thereby; and

42.1.2 All the work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and

42.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

42.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction over the safety

of persons or property; shall protect such persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in Sections 42.1.2 and 42.1.3 above, caused directly or indirectly, in whole or in part, by the Contractor, any subcontractor or consultant, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Project shall continue until such time as the Project is completed, and the Project Manager has issued a notice to the Contractor that the Project is acceptable except as otherwise provided in Article 27.

42.3 The Contractor shall designate a responsible member of its organization at the Project site whose duty shall be the prevention of accidents. This person shall be the Contractor's Designated Representative unless otherwise designated in writing by the Contractor to the Town.

ARTICLE 43. PAYMENT FOR TESTS BY THE CONTRACTOR

43.1 Except when otherwise specified in the Contract Documents, the expense of all initial tests and test reports shall be borne by the Town. Any costs associated with re-testing due to failed tests shall be borne by the Contractor.

ARTICLE 44. PROJECT SIGNAGE

44.1 The Contractor shall furnish and erect signs at the Project site, as directed by the Project Manager. The Contractor may install signage at the site subject to approval by the Project Manager.

ARTICLE 45. CLEANING UP AND REMOVAL OF EQUIPMENT

45.1 The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by the Contractor's operations. At the completion of the Project, the Contractor shall remove all its waste materials and rubbish from and about the Project, as well as its tools, construction equipment, machinery, and surplus materials. If the Contractor fails to clean up at the completion of the Project, the Town may do so, and the cost thereof shall be charged to the Contractor.

45.2 The Town's Right to Clean Up
If a dispute arises between the Contractor and separate contractors as to the responsibility for cleaning up, the Town may clean up and charge the cost thereof to the contractors deemed to be responsible as determined by

the Project Manager.

45.3 Removal of Equipment

In case of termination of this Agreement before completion for any cause whatsoever, the Contractor, if notified to do so by the Town, shall promptly remove any part or all of the Contractor's equipment and supplies from the property of the Town. If the Contractor fails to do so, the Town shall have the right to remove such equipment and supplies at the expense of the Contractor.

ARTICLE 46. BONDS, INDEMNIFICATION, AND INSURANCE

Within fifteen (15) calendar days of the execution of this Agreement, the Contractor shall furnish a Performance and Payment Surety consisting of one (1) of the following:

46.1 Performance Bond and Payment Bond (Surety)

46.1.1 A Performance Bond and a Payment Bond in the amount of one hundred ten percent (110%) of the Contract amount guaranteeing to the Town the completion and performance of the Project covered in this Agreement, as well as full payment of all suppliers, materialmen, laborers, or subcontractors employed pursuant to this Project. Such bonds shall be with a surety company that is qualified pursuant to Section 46.3.

46.1.2 Such bonds shall be in effect for one (1) year after completion and acceptance of the Project with liability equal to one hundred ten percent (110%) of the Contract price in order to guarantee correction of any defective or faulty work or materials that appear within one (1) year after completion of the Project.

46.1.3 The Performance and Payment Bonds required herein shall be in conformance with Section 255.051, *Florida Statutes*, and shall be on such forms provided by the Town.

46.1.4 The Town will allow the Contractor to charge an amount not to exceed two percent (2%) of the Project amount, as set forth in Section 8.1.1.1, as the cost to secure the Performance and Payment Bonds required for this Project.

46.2 Performance and Payment Guaranty

46.2.1 In lieu of Performance and Payment Bonds, the Contractor may furnish an alternate form of security that may be in the form of cash, money order, certified check, cashier's check, or irrevocable letter of credit. Such alternate forms of security must be approved by the

Town Attorney, shall be for the same purpose and subject to the same conditions as those applicable above, and shall be held by the Town for one (1) year after completion and acceptance of the Project.

46.3 Qualifications of Surety

46.3.1 A Performance Bond and separate Payment Bond shall be executed by a surety company shown on the United States Treasury approved list of companies and that is also authorized to do business in the State of Florida. Both bonds shall show the Town as "Obligee."

46.3.2 The surety company shall have at least the following minimum ratings in the latest version of A.M. Best's Insurance Report:

Amount of Bond	Policyholder's Ratings	Best's Financial Size Category
500,001 to 1,000,000	B+	Class I
1,000,001 to 2,000,000	B+	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

46.4 Indemnification of the Town

46.4.1 The Contractor shall indemnify and hold harmless the Town, its officers, and its employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligent acts and/or omissions, recklessness, or intentionally wrongful conduct of the Contractor, its subcontractors, sub-subcontractors, materialmen, and/or agents of any tier and/or their respective employees, as well as any other persons employed or utilized by the Contractor in the performance of the Contract. The indemnification herein is limited to the insurance coverage limit of the Contractor for such claim or as set forth in Section 725.06, *Florida Statutes*, whichever is greater.

46.4.2 The indemnification provided above shall obligate the Contractor to defend, or provide for such defense, at its own expense to and through appellate, supplemental, and/or bankruptcy proceeding, any and all claims of liability and all suits and actions of every name and description that may be brought against the Town that may

result from the operations and activities under this Agreement, whether performed by the Contractor, its subcontractors, its consultants, or anyone directly or indirectly employed by any of the above.

46.4.3 The execution of this Agreement by the Contractor shall obligate the Contractor to comply with the foregoing indemnification provision; however, the collateral obligation of providing insurance to cover this indemnity shall be complied with as set forth in Section 46.5.

46.5 Insurance

The Contractor shall provide, pay for, and maintain in force at all times during the Project, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, and Comprehensive General Liability Insurance to provide the Town the protection set forth in the foregoing indemnification and save harmless clauses undertaken by the Contractor. The Comprehensive General Liability Policy shall clearly identify the foregoing indemnification and save harmless clauses by the additional named insured endorsement under this Article.

Such policy or policies shall be issued by companies authorized to do business in the State of Florida and that have a resident agent licensed in Florida. The Contractor shall specifically protect the Town by naming the Town as an additional named insured under the Comprehensive General Liability Insurance Policy hereinafter described.

46.5.1 Professional Liability (Errors and Omissions)
Intentionally Omitted.

46.5.2 Workers' Compensation Insurance – for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employer's Liability with limits of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) each disease, and One Million Dollars ($1,000,000.00) aggregate by disease.

46.5.3 Comprehensive General Liability – with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability shall include:

a. Premises and/or Operations on an occurrence basis.
b. Independent Contractors.

c. Products and/or Completed Operations Liability on an occurrence basis.
d. Explosion, Collapse, and Underground Coverages.
e. Broad Form Property Damage.

f. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
g. Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

46.5.4 Business Automobile Liability – with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall be afforded in a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and shall include:

a. Owned vehicles.
b. Non-owned and hired vehicles.

46.5.5 Builder's Risk Insurance

Builder's Risk Insurance – Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value of the structure(s), building(s), or addition(s). Where the Contract calls for the installation of machinery or equipment, the policy must be endorsed to provide coverage on an "All Risk" basis during transit and installation. The policy must be issued with a deductible of not more than Fifty Thousand ($50,000.00) per claim.

Builder's Risk/Installation Floater – The Contractor shall take out and maintain, as applicable during the life of this Contract, "All Risk"-type Builder's Risk Insurance satisfactory to the Town for the completed value of the Project, which shall protect the Contractor and the Town as their interests may appear, to include structures in the course of construction, foundations, additions, attachments, and all permanent fixtures belonging to and constituting a part of said structures, as well as materials and equipment suitably stored at the site and the Contractor's construction equipment, materials, and temporary structures, for the following hazards:

a. Fire and lightning, vandalism, and malicious mischief.

b. Extended coverage, including windstorm, hail, flood, explosion, riot, civil commotion, aircraft, vehicle, and smoke damage.

46.5.6 Employer's Liability Insurance
Bodily Injury by Accident One Million Dollars ($1,000,000.00) each accident.

Bodily Injury by Disease One Million Dollars ($1,000,000.00) policy limit.

Bodily Injury by Disease One Million Dollars ($1,000,000.00) each employee.

46.5.7 Intentionally Omitted.

46.5.8 Notice of Cancellation, Expiration, and/or Restriction
The policy(ies) shall be endorsed to provide the Town with thirty (30) calendar days' advanced written notice of cancellation, expiration, and/or restriction to the attention of the Project Manager, c/o Risk Management Coordinator, Town of Lantana, 500 Greynolds Circle, Lantana, Florida 33410.

46.5.9 The Contractor shall furnish to the Project Manager Certificate(s) of Insurance evidencing the insurance coverages required herein prior to final award by the Town Council. Such Certificate(s) shall reference this Agreement. The Town reserves the right to require a certified copy of such policies upon request. All Certificates shall state that the Town shall be given thirty (30) calendar days' prior written notice of cancellation and/or expiration.

46.5.10 The official title of the Owner is "Town of Lantana." This official title shall be used in all insurance or other legal documentation. The Town is to be included as "Additional Insured" with respect to liability arising out of operations performed for the Town by or on behalf of the Contractor or acts or omissions of the Contractor in connection with such operation.

ARTICLE 47. MISCELLANEOUS

47.1 Royalties and Patents
All fees, royalties, and claims for any invention, pretended invention, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner connected with the construction of this Project or appurtenances are hereby included in the prices stipulated in this Agreement for the Project.

47.2 Rights of Various Interests

Whenever work being done by the Town's forces or by other contractors is contiguous to work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the work in general harmony.

47.3 Ownership of Documents

Drawings, specifications, designs, models, photographs, electronic files, reports, surveys, and other data provided in connection with this Agreement are and shall become and remain the property of the Town whether the Project for which they are made is executed or not. At the completion of the Project, as a part of the Project closeout, as-built drawings in PDF format shall be transmitted by the Contractor to the Project Manager.

47.4 Records

The Contractor shall keep such records and accounts and require any and all architects, consultants, and subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement. Such books and records will be available at all reasonable times for examination and audit by the Town and for the required retention period of the Florida Public Records Act (Chapter 119, *Florida Statutes*), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the Town to be applicable to the Contractor's records, the Contractor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by the Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the Town's disallowance and recovery of any payment upon such entry.

47.5 No Contingent Fee

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate this Agreement without liability at its discretion and deduct from the Contract price, or otherwise recover, the full amount of such fee, commission,

percentage, gift, or consideration.

47.6 Representative of the Town and the Contractor

47.6.1 It is recognized that questions in the day-to-day conduct of the Project will arise. All communications pertaining to the day-to-day conduct of the Project shall be addressed to the Project Manager.

47.6.2 The Contractor shall inform the Project Manager in writing of the representative of the Contractor to whom matters involving the day-to-day conduct of the Project shall be addressed.

47.7 All Prior Agreements Superseded; Amendments

The Contract Documents incorporate and include all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in the Contract Documents. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

47.8 Notices

All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand-delivered, provided via email, or sent by overnight delivery service to the following addresses:

47.8.1 As to the Town:

Town of Lantana
500 Greynolds Circle
Lantana, Florida 33410
Attn: Town Manager
Email: braducci@lantana.org

47.8.2 With a copy to:

Town of Lantana
500 Greynolds Circle
Lantana, Florida 33410
Attn: Town Attorney
Email: max@lohmanlawgroup.com

47.8.3. As to the Contractor: **East Coast Construction Group, Inc.**
1020 Holland Drive, Suite 101
Boca Raton, Florida 33487
Attn: Anthony T. Virzi, President
Email:

The place for giving of notice shall remain as set forth hereinabove until it shall have been changed by written notice in compliance with the provisions of this paragraph.

47.9 Truth-In-Negotiation Certificate
Intentionally Omitted.

47.10 Interpretation
The parties hereto acknowledge and agree that the language used in this Agreement expresses their mutual intent, and no rule of strict construction shall apply to either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to the particular sentence, paragraph, Section, or Article where they appear, unless the context requires otherwise. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections and subparagraphs of such Section or Article, unless the reference is expressly made to a particular subsection or subparagraph of such Section or Article.

47.11 Condition Precedent to Agreement
Intentionally Omitted.

47.12 Environmental Regulations
The Contractor shall notify the Town immediately upon receipt of any citation or notice of violation that the Contractor may receive during the time of performance of this Agreement.

47.13 Applicable Law, Venue and Attorney's Fees and Costs
This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any administrative or legal proceeding related to this Agreement shall lie in Palm Beach County, Florida. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce the terms, conditions, and/or obligations set forth in this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party to this Agreement shall be responsible for its own attorney's fees

and costs, including fees and costs on appeal.

47.14 Public Entity Crime Statement

The Contractor acknowledges the existence of Section 287.133(2)(a), *Florida Statutes* ("Public Entity Crimes Act") that provides, in part, that a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town; may not submit a bid on a contract with the Town for the construction or repair of a public building or public work; may not submit bids on leases of real property to the Town; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with the Town; and may not transact business with the Town in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List. Violation of this Section by the Contractor shall result in termination of this Agreement by the Town without penalty.

47.15 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other by virtue of the fact that it may have been physically prepared by one party or its attorneys.

47.16 Severance

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the Town or the Contractor elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

47.17 Waiver

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

47.18 Drug-Free Workplace

Execution of this Agreement by the Contractor shall serve as the Contractor's certification that it either has or that it will establish a drug-free workplace consistent with Chapter 112.0455, *Florida Statutes*.

47.19 Conflicts

Neither the Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is

substantially antagonistic or incompatible with the Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

ARTICLE 48. OWNER DIRECT PURCHASES

48.1 The Town reserves the right to require the Contractor to assign some or all of its subcontracts or other agreements with materialmen, including equipment suppliers and other suppliers, directly to the Town. Any materials purchased by the Town pursuant to such an assignment of a material supply subcontract or agreement shall be referred to as "Owner Direct Purchases" (ODPs), and the responsibilities of both the Town and the Contractor relating to such ODPs shall be governed by the terms and conditions of this clause, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist.

48.2 Material suppliers shall be selected by the Contractor using competitive bidding/proposals. Supply contracts shall be awarded by the Contractor to the supplier whose bid/proposal is most advantageous to the Town, price and other factors considered. The Contractor shall include the price for all construction materials in its bid. The bid pricing shall also include all Florida state sales and other taxes normally applicable to such material and equipment.

48.3 The Town may consider purchasing any item but does not expect to issue purchase orders for less than Fifty Thousand ($50,000.00). The Town’s purchasing of selected construction materials (ODPs) will be administered on a deductive change order basis.

48.4 The Contractor shall provide the Town a list of all intended suppliers, vendors, and materialmen for consideration for ODPs. This list shall be submitted at the same time as the preliminary schedule of values and the project CPM schedule. The Contractor shall submit price quotes from the vendors as well as a description of the materials to be supplied, estimated quantities, and prices.

48.5 Upon request from the Town, and in a timely manner, the Contractor shall prepare a purchasing request form that shall, in a form and with detail acceptable to the Town, specifically identify the materials that the Town may, in its discretion, elect to purchase directly. The purchasing request form shall include: a. the name, address, telephone number and contact person for the material supplier; b. the manufacturer or brand and model or specification number of the item; c. the quantity needed as estimated by the Contractor; d. the price quoted by the supplier for the materials identified therein; e. any sales tax associated with such quote; f. the delivery dates as established by the Contractor; g. any reduction in the Contractor's cost for

both the Performance Bond and the Payment Bond; h. the shipping, handling, and insurance costs; i. detail concerning bonds or letters of credit provided by the supplier, if included in their proposal; and j. any special terms and conditions that have been negotiated with the supplier relative to payment terms, discounts, rebates, warranties, or credits or other terms and conditions that will revert to the Town. The Contractor shall include copies of vendors' quotations and specifically reference any terms and conditions that have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

48.6 After receipt of the purchasing request form, the Town shall prepare a purchase order for all the materials that the Town chooses to purchase directly. The purchase order shall be sent to the vendor with a copy sent to the Contractor. Pursuant to the purchase order, the vendor shall provide the required quantities of material at the price established in the vendor's quote to the Contractor, excluding any sales tax associated with such price. The purchase order shall also require the delivery of the ODP on the delivery dates provided by the Contractor in the purchasing request form.

48.7 In conjunction with the execution of the purchase orders by the suppliers, the Contractor shall execute and deliver to the Town one (1) or more deductive change orders referencing the full value of all ODPs to be provided by each supplier from whom the Town elected to purchase materials directly, plus all sales taxes associated with such materials in the Contractor's bid to the Town, plus any savings to the Contractor in the cost of Performance and Payment Bonds associated with ODPs. To compensate the Contractor for the warranty enforcement obligation, the Contractor's overhead and profit associated with ODPs shall not be deducted from the Contract.

48.8 The Contractor shall be fully responsible for all matters relating to the procurement of materials furnished by and incorporated into the Project in accordance with these terms and conditions, including, but not limited to, assuring the correct quantities, placing the order in a timely manner, assuring coordination of purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, and inspecting and accepting the goods at the time of delivery. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling, and storage of materials through installation.

48.9 As ODPs are delivered to the jobsite, the Contractor shall visually inspect all shipments from the suppliers and sign off on the receiving reports for materials delivered. The Contractor shall assure that each delivery of ODPs is accompanied by documentation sufficient to identify the purchase order through which the ODP was made. This documentation may consist of a

delivery ticket and an invoice from the supplier conforming to the purchase order, together with such additional information as the Town may require. The Contractor shall then forward the receiving report to the Town to match up with the invoice for payment.

48.10 The Contractor shall ensure that ODPs conform to the specifications and shall determine, prior to incorporation into the Project, if such materials are patently defective and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defects or non-conformities in ODPs upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Project and instead shall promptly notify the Town of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODPs, the condition of which it either knew or should have known by performance of an inspection, the Contractor shall be responsible for all damages to the Town resulting from the Contractor's incorporation of such materials into the Project, including liquidated or delay damages.

48.11 The Contractor shall maintain records of all ODPs it incorporates into the work from the stock of ODPs in its possession. The Contractor shall provide to the Town a monthly accounting of any ODPs delivered into the Contractor's possession, indicating portions of all such materials that have been incorporated into the work.

48.12 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance, or damage-repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier, vendor, or subcontractor. Additionally, ODP items shall be warrantied by the Contractor as part of the Contractor's warranty. The Contractor agrees and understands that it shall undertake all warranty enforcement and other related duties of the Town for its ODP equipment and materials. To that end, the Contractor expressly agrees it shall make no distinction in discharging such warranty duties between ODP equipment and materials and equipment and materials otherwise supplied by the Contractor.

48.13 Notwithstanding the transfer of ODPs by the Town to the Contractor's possession, the Town shall retain legal and equitable title to any and all ODPs.

48.14 The transfer of possession of ODPs from the Town to the Contractor shall constitute a bailment for the mutual benefit of the Town and the Contractor. The Town shall be considered the bailor and the Contractor the bailee of

the ODP. ODPs shall be considered returned to the Town for purposes of their bailment at such time as they are incorporated into the Project.

48.15 The Town will purchase and maintain Builder's Risk Insurance sufficient to protect against any loss of or damage to ODP. Such insurance shall cover the full value of any ODP not yet incorporated into the Project during the period between the time the Town first takes title to any such ODP and the time when the last of such is incorporated into the Project. The Contractor shall purchase and maintain Builder's Risk "All Risk" Insurance based on the completed value of Project, less the Town's ODP values. The Contractor must name the Town of Lantana as "Additional Insured" on its policy.

48.16 The Town shall not be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODPs. The Contractor's sole and exclusive remedy shall be an extension of the Contract time as determined by the Project Manager.

48.17 The Contractor shall review invoices submitted by all suppliers of ODPs delivered to the project sites and either concur or object to the Town's issuance of payment to the suppliers based upon the Contractor's records of materials delivered to the site and any defects detected in such materials.

48.18 In order to arrange for the prompt payment to the supplier, the Contractor must promptly submit a copy of the applicable purchase order and receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Town. Upon receipt of the appropriate documentation, the Town shall prepare payment to the supplier based upon the data provided. This payment will be released and remitted directly to the supplier. The Contractor agrees to assist the Town to immediately obtain partial or final release of waivers as appropriate.

48.19 Salvage materials shall be stored or removed from the site at the Town's direction or may be turned over to the Contractor by the Town for salvage or disposal at the Contractor's option.

ARTICLE 49. PUBLIC RECORDS

49.1 Pursuant to Chapter 119, *Florida Statutes*, the Contractor shall comply with the public records law by keeping and maintaining public records required by the Town in order to perform the service. Upon request from the Town's custodian of public records, the Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes,* or as otherwise provided by law. The

Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement. Upon completion of the Project, the Contractor shall transfer, at no cost to the Town, all public records in possession of the Contractor or keep and maintain public records required by the Town in order to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE TOWN CLERK LOCATED AT 500 Greynolds Circle, LANTANA, FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL ADDRESS: PSNIDER@PBGFL.COM**.**

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand this Agreement and all Contract Documents and attachments hereto and have caused this Agreement to be executed by their duly authorized officers on the date hereinabove first written.

TOWN OF LANTANA, FLORIDA

By:_____
Brian K. Raducci, Town Manager

ATTEST:

By:_____
Maria Rios, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
R. Max Lohman, Town Attorney

EAST COAST CONSTRUCTION GROUP, INC.

By:_____
Anthony T. Virzi, President

EXHIBIT “A”

(Omitted due to size – on file in the Town Clerk’s office.)

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: November 9, 2026

AGENDA ITEM: Consideration of Proposal from CPZ Architects, Inc., for Additional Construction Administration Services for the Lantana Police Department's Emergency Operations Center and Training Room Renovation in the amount of $36,270.

ISSUE/BACKGROUND:

On August 11, 2026, Town staff opened nine (9) bids for the Lantana Police Department's Emergency Operations Center (EOC) and Training Room Renovation Project. East Coast Construction Group, Inc. was the lowest responsive bidder.

Following the award of the project, construction administration and oversight services will be required. These services include coordinating meetings among the Police Department, Town staff, and the contractor, as well as providing project oversight to ensure that construction complies with the approved project design.

Additional services include coordinating with structural, mechanical, plumbing, and electrical specialists to provide oversight and ensure that all work complies with the project plans and contract specifications.

Funding for this project will be provided from the FY 2026/27 adopted budget along with any necessary available reserves. Any necessary budget adjustments will be processed through a future budget amendment. Staff recommends awarding the construction services for the project to CPZ Architects, Inc., the project designer, in the amount of $36,270.

ATTACHMENT(S):

1. Lantana Police AS Proposal.pdf

SAMPLE MOTION:

I move to (approve) (disapprove) the proposal from CPZ Architects, Inc. for Additional Construction Administration Services for the Lantana Police Department's Emergency Operations Center and Training Room Renovation in the amount of $36,270 and to authorize the Town Manager to execute the agreement and any amendments thereto.

October 23, 2026

Chief Sean Scheller
Lantana Police Department
901 North 8th Street
Lantana, FL 33462

Re: Lantana Police EOC & Training Room Renovation – Additional Construction Administration Services

Dear Chief Scheller:

We are pleased to offer the following Additional Services for Architectural, MEP and Structural Engineering services through Construction Administration for the above referenced project.

PROJECT DESCRIPTION

Provide additional support through Construction Administration Phase.

- CPZ
  - site visits to increase to bi-weekly, assuming a 10 month duration for a total of (20) twenty regular monthly meetings
- MEP
  - increase site visits to (4) four for review of duct installation around field conditions and any other review deemed necessary
- Structural
  - Basic CA - review of geotechnical report, respond to FRI's, submittals.
  - Increase site visits to (4) four to review conditions after selective demo and after installation of structural modifications if needed.

COMPENSATION

Compensation for architectural and engineering services shall be on a stipulated basis and in accordance with these General Conditions:

Architecture	Lump Sum – Site Visits (20) @ $1,176ea.	$23,520.00
Structural	Hourly - Basic CA services	$4,600.00
	Lump Sum – Site Visits (4) @ $800ea.	$3,200.00
	Lump Sum – Review Geotech Report and update plans	$1,750.00
MEP	Lump Sum - Lump Sum – Site Visits (4) @ $800ea.	$3,200.00
	TOTAL	**$36,270.00**

CPZ ARCHITECTS, INC.
MAIN: 4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
1601 BELVEDERE RD., S-350, WEST PALM BEACH, FL 33406
200 NORTH EL MAR DRIVE, SUITE 201B, JENSEN BEACH, FL 34957
1717 20TH STREET, SUITE 1, VERO BEACH, FL 32960
(954) 792-8525 WWW.CPZARCHITECTS. COM

A. Reimbursable expenses will be billed at actual cost plus 10% (ten percent) and will include the following:
   1. Courier Service / Permit Expediting
   2. Printing and Reproduction
   3. Fees paid to Municipalities.
   4. Renderings

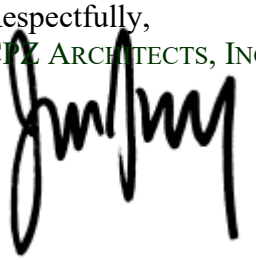
EXCLUSIONS/ASSUMPTIONS

The following items are excluded from this proposal:

1. Design Services not specifically mentioned above are excluded.

We thank you for the opportunity to offer you these services. If this proposal meets with your approval, please sign this letter and return it to my attention. If you have any questions, please contact me at 954-792-8525.

Respectfully,
CPZ ARCHITECTS, INC.



Joseph J Barry, AIA
Principal

Accepted on _____2026

By: _____

Title: _____

CPZ ARCHITECTS, INC.
MAIN: 4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
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1717 20TH STREET, SUITE 1, VERO BEACH, FL 32960
(954) 792-8525 WWW.CPZARCHITECTS. COM

MUEngineers, Inc.
3440 NE 12th Avenue
Oakland Park, FL 33334
Phone: (954) 324-4730
CA#: 29348
www.MUEngineers.com

SERVICE AUTHORIZATION PROPOSAL

Wednesday, October 21, 2026

CPZ Architects, Inc.
4316 West Broward Boulevard
Plantation, Florida 33317
Attention: Mr. Joseph Barry

Via E-Mail: joe@cpzarchitects.com

Reference	Project Name:	Lantana Police Department Renovation
	Project Address:	Lantana, Florida
	MUE Project #:	MUE25031901
	Service Authorization #:	SA03-CA Services and Site Visits

Dear Joe,

We understand that this office has been requested to extend the project's scope of work [SOW] and perform the following additional professional structural design services:

- Basic construction administration services (Review and responses to RFIs related to clarifications related to the structural items indicated on the structural construction documents, structural design errors and omissions, structural review of submittals, including up to one re-submittal per submittal, related to structural components indicated on the structural construction documents)
- Perform a maximum of (4) site visits by a project engineer during construction.
- Review the geotechnical report and update plans, sections, details and notes as needed.

Engineering Compensation

1.	Basic Construction Administration Services (CA)	
	1.1. CA Option 3 (hourly with an estimated maximum) (Response to RFIs related to the structural design and review of structural design related shop drawings)	On an as needed and hourly rate basis per our standard rate schedule with an estimated maximum of $4,600.00
2.	Up to (4) Site visits during construction	Fixed fee of $800.00 per scheduled site visit and site meeting. (total of $3,200.00)
3.	Review the geotechnical report and update plans, sections, details and notes as needed.	On an as needed and hourly rate basis per our standard rate schedule with an estimated maximum of $1,750.00

Revisions, additional services and changes to the structural SOW

Any revisions to the scope of work, additional services, any changes to a portion of the structure for which the structural design has been completed more than 25% or additional services will be done at the prevailing hourly rates for the personnel involved.

2026 Hourly rate schedule

Principal	$290.00 per hour
Vice President	$250.00 per hour
Engineering Manager	$225.00 per hour
Project Manager	$200.00 per hour
Project Engineer	$175.00 per hour
Structural Designer	$150.00 per hour
Structural Inspector	$130.00 per hour
BIM Technician	$125.00 per hour
Administrative	$115.00 per hour

The hourly rates above are subject to the following multipliers:

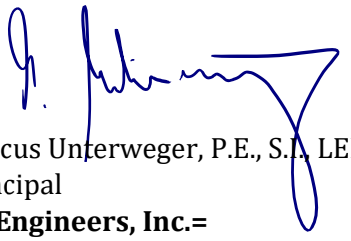
- Multiplier of 1.5 for work on Saturdays and on workdays before 8:00 AM or after 5:00 PM
- Multiplier of 2.0 for work on Sundays
- Multiplier of 2.5 for work on National Holidays

This rate schedule is subject to review and adjustment on or about the first of each year.

The terms and conditions of this proposal shall be as per the project contract for which this is a supplement.

If the information contained herein is consistent with your understanding, please countersign or have this form countersigned by the appropriate person. This signature shall constitute an acknowledgement of authorization to proceed with this work.

Sincerely,



Marcus Unterweger, P.E., S.I., LEED AP
Principal
MUEngineers, Inc.=

Initial: _____

MUEngineers, Inc.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. IF THE PERSON SIGNING BELOW AS CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH PERSON REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITION

CPZ Architects, Inc.		**MUEngineers, Inc.**	
Authorize Signature:		Authorized Signature:	
Print Full Name:		Print Full Name:	Ricardo Madriz
Job Title:		Job Title:	Vice President
Signature Date:		Signature Date:	

NOTE: PLEASE RETURN A SIGNED COPY OF THE ACCEPTED PROPOSAL TO MUENGINEERS AS YOUR APPROVAL AND AUTHORIZATION TO COMMENCE WITH THESE DESIGN SERVICES

Initial: _____

Bildworx Design
Engineering Consulting Services

www.bildworx.com
info@bildworx.com
(954) 933-8246

ADDITIONAL SERVICES AGREEMENT

This agreement describes additional services that have either been requested by the Client beyond the originally agreed upon scope of services, or additional services that Bildworx Design is recommending to the Client based on the reasons below. The Client will be responsible for Additional Services fees commensurate with the additional services required and as indicated in this agreement. The Client agrees to the same terms and conditions in the original project proposal, which apply to this Additional Services Agreement.

Client	CPZ Architects, Inc. 4316 West Broward Boulevard, Plantation, Florida 33317
Project	Town of Lantana Police Department Training Room Renovation located at: 901 N 8th St, Lantana, FL 33462
Reason(s) for Additional Services	☒ Requested by Client ☐ Recommended by Bildworx Design ☐ Unforeseen Existing Conditions / Code Requirements
Original Agreement Date	February 5, 2025

ADDITIONAL SERVICES	
Request Date	October 20, 2026
Requested By	Joe Barry
Description	Additional Construction Administration scope includes four (4) site visits for review of duct installation around field conditions and any other review deemed necessary.
Additional Fee Proposal	$3,200.00
Schedule Adjustment	TBD with Client

CLIENT		**BILDWORX DESIGN, LLC**	
Signed:		Signed:	
Print Name:		Print Name:	Sima Azar
Title:		Title:	President
Date:		Date:	October 22, 2026

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: November 9, 2026

AGENDA ITEM: Consideration of entering into a Grant Agreement with the Florida Inland Navigation District (FIND) for the 2026 Waterways Assistance Program for funding in the amount of $300,000, with $150,000 (50%) coming from FIND as a grant and $150,000 (50%) coming from the Town as our match for the Sportsman's Park Improvement Project.

ISSUE/BACKGROUND:

On February 18, 2026, Town staff submitted a Florida Inland Navigation District (FIND) grant application requesting $150,000 for the design of the Sportsman's Park Seawall Rehabilitation project, with a $150,000 Town match, for a total project budget of $300,000.

The project will build on the FY2025 WAP-funded Bicentennial Park Seawall initiative by covering the design, permitting, bidding, and contractor selection for rehabilitating the existing seawall, as well as the boat ramps and piers at Sportsman's Park. The project aims to improve public safety and address flooding risks associated with sea-level rise, high tides, severe weather, and storm events.

On May 11, 2026, Town Council approved Resolution No. R-01-2026, authorizing the Grant Application. Under the agreement, FIND will provide funding for up to 50% of eligible project costs, subject to a maximum contribution of $150,000. The Town's matching funds may be provided through the recently awarded Land and Water Conservation Fund grant, which will be presented to Town Council at a later date.

The term of the FIND Agreement begins upon its execution (November 2026) and will expire on September 30, 2028. Staff recommends approval of the grant agreement, which has been reviewed and approved by the Town Attorney for legal sufficiency.

ATTACHMENT(S):

1. FIND Project Agreement.pdf

SAMPLE MOTION:

I move to (approve) (deny) entering into the Grant Agreement with FIND for the 2026 Waterways Assistance Program for funding in the amount of $300,000 with a $150,000 (50%) match coming from the Town to fund the Sportsman's Park Improvement Project and to authorize the Town Manager to

execute the Grant Agreement and any other documents deemed necessary and prudent to administer this grant.

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. PB-LA-26-244

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the Town of Lantana, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT -** Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Sportsman's Park Ph I. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2028 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2029. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2028, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed $150,000.00.

Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this AGREEMENT unless previously

delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #25-50) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 25-45 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final Project Report as described in Exhibit H, Assistance Project Schedule. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of

payment of all contractors, material suppliers, engineers, architects, and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT was required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief, and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS -** The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #25-40 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit H, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION -** The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public of DISTRICT member counties without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** – FOR LAND-BASED DEVELOPMENT PROJECTS ONLY. The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for which the PROJECT was intended for a minimum period of thirty-five (35) years from the

completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit I) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated useful life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation, or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

Town of Lantana
Attention: Public Services Department
500 Greynolds Circle
Lantana, FL 33462

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement

from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

30. **COUNTERPARTS AND ELECTRONIC SIGNATURES** - This document may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same CONTRACT/AGREEMENT. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed CONTRACT/AGREEMENT upon request.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

Town of Lantana

By:_____
Title: _____

Date: _____

EXHIBIT A

Waterway Assistance Program FY2026

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Sportsman's Park
Applicant:	Town of Lantana

Project Elements *(Please list the MAJOR project elements and provide general costs for each one.)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Seawall Reconstruction (Phase I-Design)	$ 300,000	$ 150,000	$ 150,000

****TOTALS =**	$ 300,000	$ 150,000	$ 150,000

EXHIBIT B 2026
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001 Purpose
66B-2.002 Forms
66B-2.003 Definitions
66B-2.004 Policy
66B-2.005 Funds Allocation
66B-2.006 Application Process
66B-2.0061 Emergency Applications
66B-2.007 Application Form (Repealed)
66B-2.008 Project Eligibility
66B-2.009 Project Administration
66B-2.010 Project Agreement (Repealed)
66B-2.011 Reimbursement
66B-2.012 Accountability
66B-2.013 Acknowledgement
66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015 Small-Scale Derelict Vessel Removal Projects
66B-2.016 Waterways Cleanup Events

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) “EXECUTIVE DIRECTOR” means the Executive Director of the Florida Inland Navigation District.

(10) “LIAISON AGENT” means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) “LOCAL GOVERNMENTS” means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) “MARITIME MANAGEMENT PLAN” means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) “MATCHING FUNDS” means those funds provided by the local sponsor to the project.

(14) “MEMBER COUNTY” means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) “NAVIGATION RELATED DISTRICTS” means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) “PRE-AGREEMENT COSTS” means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) “PROGRAM” means the Florida Inland Navigation District Waterways Assistance Program.

(18) “PROGRAM FUNDS” means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) “PROJECT” means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) “PROJECT AGREEMENT” means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) “PROJECT MAINTENANCE” means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) “PROJECT MANAGER” means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) “PROJECT PERIOD” means the approved time during which costs may be incurred and charged to the funded project.

(24) “PROJECT SPONSOR” means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) “PUBLIC BUILDING” means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) “PUBLIC MARINA” means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) “PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS” means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District’s waterways to serve the infrastructure needs of the District’s waterway users.

(28) “WATERWAYS” means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways. Solely for the purpose of navigation channel dredging, man-made canals shall be considered eligible waterways provided they are owned by or dedicated to a governmental entity and connect to the Atlantic Intracoastal Waterway.

(29) “WATERWAY RELATED ENVIRONMENTAL EDUCATION” means an interdisciplinary holistic process by which the

learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21, 1-26-26.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing FIND Form No. 25-15 Waterways Assistance Program Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-17820, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to ninety (90) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and

work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversly impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as boat ramp, marina or pier) will be prioritized according to the associated use. Dredging of a canal or channel not associated with another use (such as a boat ramp, marina or pier) that does not provide access to at least one publicly accessible launching, mooring or docking facility will be prioritized as "other waterway related project".

In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.

Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21, 5-14-25, 1-26-26.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference in Rule 66B-2.005, F.A.C. and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet and shall include a detailed cost estimate submitted on FIND Form No. 25-20, Waterways Assistance Program Project Cost Estimate, (effective date 1-1-25), hereby incorporated by reference and available at: https://flrules.org/Gateway/reference.asp?No=Ref-17821, and available from the District office. In addition, all applicants shall submit a complete and detailed FIND form No. 25-25 Waterways Assistance Program Project Timeline (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17822, and available from the District office.

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 25-30, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-18021, and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form 25-35 Attorney's Certification of Title (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17824, and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Prior to submitting the application to the District office, applicants shall obtain the local FIND Commissioner's initials on FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist 25-10 Waterways Assistance Program Applicant Checklist (effective date 1-1-25), hereby incorporated by reference and available at https://flrules.org/Gateway/reference.asp?No=Ref-17825, and from the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on FIND Form No. 25-10. Upon receipt in the District office, staff will review the

applications for completeness of the informational requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail or email. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using FIND Form 25-15 Waterways Assistance Program Application and Evaluation Worksheets. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application.

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14, 5-14-25.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.007 Application Form.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, 2-3-94, 4-12-95, Formerly 16T-2.007, Repealed 7-30-02.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites

and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,
9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding except that a county with a population under 250,000 according to the Florida Office of Economic and Demographic Research shall be eligible for 50% funding for navigation dredging projects. In addition, navigation dredging projects in man-made canals shall require the following:

a. the local government sponsor shall have an approved placement facility for storage, processing and/or disposal of dredged material;

b. the local government sponsor shall establish a long term dredge material management plan for the public man-made canals in its jurisdiction; and

c. the local government sponsor shall provide at least fifty percent (50%) of the required matching funds through general taxes or special assessment of the benefitted properties.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,
7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,

13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

a. Project management, administration and inspection,

b. Design, permitting, planning, engineering or surveying costs for completed construction project,

c. Restoration of sites disturbed during the construction of an approved project,

d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $125,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. Any change in such dedication shall require the prior approval of the District. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not

address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21, 3-9-23, 3-11-24, 1-26-26.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the project sponsor of a request for extension to the District no later than July of fiscal year two of the approved project. This request will then be considered by the District Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year. For projects in the categories of: (i) acquisition of public commercial/industrial waterway access; (ii) acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities; (iii) acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities; (iv) public fishing and viewing piers; (v) and public waterfront parks and boardwalks and associated improvements; the project agreement shall include a provision that in the event the project sponsor initiates, applies for, adopts, approves, or otherwise implements any new or expanded restrictions on public boating access in proximity to the project ("Public Boating Restrictions') during the project period, or for a period of tweny (20) years following completion of the project, without the prior written consent of the District, the project sponsor shall immediately refund the full assistance amount awarded under the agreement. Public Boating Restrictions under this rule shall include, but are not limited to, restrictions or limitations on operating, anchoring, vessel size or type, public access, mooring, or other navigational uses not previously in effect as of the date of the agreement. The distance from the project that Public Boating

Restrictions shall require a refund will be determined on a case-by-case basis taking into account the nature of the project and the distance from the channel of the Intracoastal Waterway.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on FIND Form 25-40, Assistance Program Project Quarterly Status Report, (effective date 1-1-26), hereby incorporated by reference at http://flrules.org/Gateway/reference.asp?No=Ref-18986 and available from the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) FIND Form No. 25-45 Project Completion Certificate (effective date 1-1-26), hereby incorporated by reference at http://flrules.org/Gateway/reference.asp?No=Ref-18987 and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21, 1-26-26.

66B-2.010 Project Agreement.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-5-96, Formerly 16T-2.010, Amended 3-21-01, Repealed 7-30-02.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Payment

Reimbursement Request Form and required supporting documents submitted on FIND Form No. 25-50 Payment Reimbursement Form (effective date 1-1-26), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-18988 and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11, 1-26-26.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the

District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02 Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 1-1-26), hereby incorporated by reference at http://flrules.org/Gateway/reference.asp?No=Ref-18990 and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to $20,000 per project, not to exceed $60,000 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will be valued at the Independent Sector estimated national value of each volunteer hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, trash removal and management, sign installation, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21, 3-11-24, 5-14-25, 1-26-26.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels as defined in section 823.11, Florida Statute, within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 Small-Scale Derelict Vessel Removal Program Application (effective date 1-1-26), hereby incorporated by reference at http://flrules.org/Gateway/reference.asp?No=Ref-18991 and available from the District office, and FIND Form No. 01-06 Small-Scale Derelict Vessel Removal Program – Project Cost Estimate (effective date 1-1-26), hereby incorporated by reference at http://flrules.org/Gateway/reference.asp?No=Ref-18992 and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal

for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $150,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21, 3-9-23, 3-11-24, 1-26-26.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway

collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor:_____

Project Title:_____ Project #:_____

Source of Matching Funds: _____
_____

Amount of Matching Funds: _____
_____

I hereby certify that the above referenced project Sponsor, as of October 01, 20__, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT D

FLORIDA INLAND NAVIGTION DISTRICT
PAYMENT REIMBURSEMENT REQUEST FORM

Project Number and Project Name:	
Project Sponsor (Grantee):	
Reimbursement Request # (or final):	
Grant Amount	
Previous Total Payments	
Previous Total Retainage Held by FIND	
Available Balance	$ 0.00
Funds Requested for this Payment	
10% FIND Retainage (Unless Final)	
Check Amount	$ 0.00
Grant Amount	$ 0.00
All Payments + All FIND Paid Retainage	$ 0.00
Remaining Balance	$ 0.00

Notes for clarification of this Reimbursement Request:

SCHEDULE OF EXPENDITURES (Should correspond to Project Agreement Exhibit A)

Expense Description	**Vendor Name**	**Check No.**	**Invoice #**	**Total Cost**	**Applicant Cost**	**FIND Cost**
			TOTALS	$ 0.00	$ 0.00	$ 0.00

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison	Date

*S 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 25-50, 66B-2(Effective Date 1-1-26)

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20_____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT F

FLORIDA INLAND NAVIGTION DISTRICT

ASSISTANCE PROGRAM PROJECT QUARTERLY STATUS REPORT

Submitted by:	
Email:	

Project Number:	
Project Name:	
Project Sponsor (Grantee):	

1st Quarter (October to December)	Date Submitted:		5ŵẑŜ December 30th
Project Issues:			
2nd Quarter (January to March)	Date Submitted:		Due March 30th
Project Issues:			
3rd Quarter (April to June)	Date Submitted:		Due June 30th
Project Issues:			
4th Quarter (July to September)	Date Submitted:		Due September 30th
Project Issues:			

Percentage of total project completion:		Anticipated Project Completion Date:	

Please name the file attachment as follows:

Project #, Project Name, (1st, 2nd, 3rd, 4th) Quarter Report, Year
Example: DA-MI-25-499 Marine t l·ℕ⁀ Docks 4th Quarter Report 2026

FIND Form No. 25-40, 66B-2 (Effective Date: MπMπHC)

EXHIBIT G

FLORIDA INLAND NAVIGATION DISTRICT

ACH Authorization FORM

CREDIT/DEBIT AUTHORIZATION FORM

I (we) hereby authorize the Florida Inland Navigation District to initiate entries to my (our) checking /savings account at the financial institution listed below, and if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until the Florida Inland Navigation District is notified by me (us) in writing to cancel it in such time to afford the District and the financial institution a reasonable opportunity to act on it.

Project Number:	
Project Name:	

Financial Institution Information

Bank Name:			
Branch Address:			
		FL	
	City	State	Zip

Organization/Business/Agency Information

Name of Organization:			
Organization Address:			
	City	State	Zip

Name of Signer:			
Signature:		Date:	
Contact Phone #:			
Email Address:			

Financial Institution Routing Number:	

Checking/Savings Account Number:	

Federal Tax Identification Number:	

EXHIBIT H
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2026- Project Agreement Executed, Project Initiates.

DECEMBER 30, 2026- First Quarterly Report Due· Use Quarterly Status Report Form Exhibit F: https://aicw.org/grant_and_assistance_programs/waterway_assistance_programs_wap/index.php

MARCH 30, 2027- Second Quarterly Report Due.

JUNE 30, 2027- Third Quarterly Report Due.

SEPTEMBER 30, 2027- Fourth Quarterly Report Due.

DECEMBER 30, 2027- Fifth Quarterly Report Due.

MARCH 30, 2028- Sixth Quarterly Report Due.

JUNE 30, 2028- Seventh Quarterly Report Due.

NOTE: If the project <u>will not</u> be completed and all close out paperwork submitted by September 30, 2028, a request for a 1-year extension of the completion date of the project should be submitted with the June 2028 quarterly report.

SEPTEMBER 1-30, 2028- Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 25-45 (Effective Date: 1-1-26), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.
6. ACH Authorization Form, Exhibit G, must be included in the closeout package for reimbursement processing.

SEPTEMBER 30, 2028 - End of Grant. All work must be completed and closeout paperwork submitted. October 2028- finish processing closeout paperwork, perform project inspection and submit final ACH reimbursement request and coordinates check presentation with sponsor.

***<u>NOTE</u>: ANY MODIFICATIONS** <u>to the PROJECT shall require advance notice and prior written approval of the District</u>. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.*

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit H may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT I

https://aicw.org/resources/logos.php



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8d

PREPARED BY: Vanessa Holloway, Contract and Grants Administrator

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

MEETING DATE: November 9, 2026

AGENDA ITEM: Consideration of CSA No. 2026-007 with Baxter & Woodman, Inc., authorizing engineering and construction management services in the amount of $237,227.34 for the Sportsman's Park Improvements project.

ISSUE/BACKGROUND:

The Town has received grant funding from the Florida Inland Navigation District (FIND) to design the Sportsman's Park Improvements project. The Town requested a proposal from its engineering firm, Baxter & Woodman, Inc., for engineering design, permitting, and bidding services to rehabilitate the existing seawall along the south, east, and west sides of Sportsman's Park.

The scope of services includes evaluating options for gates or a deployable barrier system at the existing boat ramp to prevent water from bypassing the seawall during king tide events. The design will also evaluate barriers capable of withstanding significant hydrostatic pressure and assess the feasibility of establishing a marina at the site. This evaluation will be completed alongside the preliminary and final seawall design, including consideration for future docks.

50% of the funding ($118,613.67) for this project will be provided from the Florida Inland Navigation District (FIND) grant with the other 50% of the funding ($118,613.67) to be provided from the recently awarded Land and Water Conservation Fund grant, which will be presented to Town Council at a later date. Any other related costs not eligible for grant reimbursement would be provided from available reserves. Any necessary budget adjustments will be processed through a future budget amendment.

Staff recommends approval of CSA No. 2026-007 with Baxter & Woodman, Inc., for design, permitting, and bidding services in the amount of $237,227.34.

ATTACHMENT(S):

1. CSA No. 2026-007.pdf

SAMPLE MOTION:

I move to (approve) (deny approval of) CSA No. 2026-007 with Baxter & Woodman, Inc. authorizing engineering services in the amount of $237,227.34 and to authorize the Town Manager to execute the CSA and any amendments thereto.

TOWN OF LANTANA
BAXTER & WOODMAN, INC.
CONSULTANT SERVICE AUTHORIZATION NO. 2026-007

Sportsman's Park Seawall Hardening

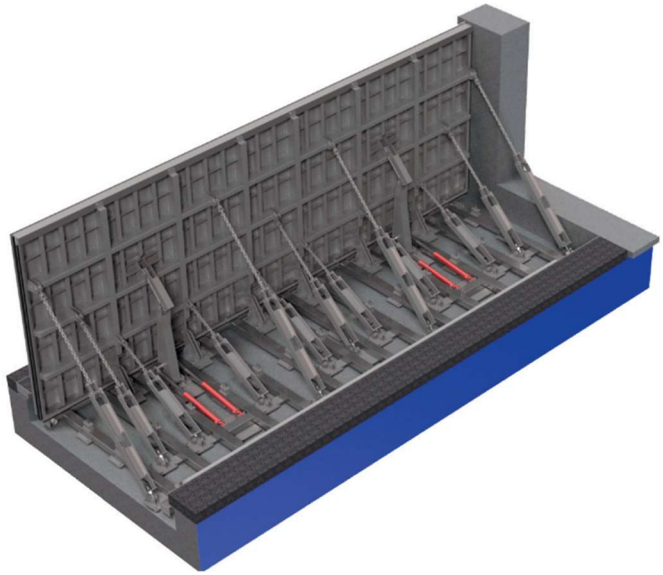
Date: August 31, 2026

CSA NO. 2026-007 FOR PROFESSIONAL CONSULTING SERVICES: Engineering services for design, permitting, grant assistance, bidding services and marina feasibility study for the Town of Lantana Sportsman's Park Seawall Hardening 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") will be performed under the terms and conditions described in that Agreement.

PROJECT DESCRIPTION

The Town of Lantana has received State of Florida Grant funding for the purposes of hardening of the Sportsman's Park Seawall. The Town has requested a proposal for engineering design, permitting and bidding services from B&W for the design of improvements to approximately 720 linear feet of existing seawall extending along the south, east and west limits of Sportsman's Park. Refer to ***Figure 1***. The scope of work also includes provision of engineering plans and information required under the funding agreement.



Another design element of the project is to research and design the incorporation of gates or a deployable barrier system at the existing boat ramp that will close during king tide events to prevent water from circumventing the seawalls. A gate (as shown here) or deployable barrier will need to withstand significant hydrostatic pressure.

Another task under this authorization is to assess the feasibility of establishing a marina at this location which would provide amenities to the residents of the Town as well as a source of income to the Town. This task will be performed concurrently with the preliminary and final design tasks of the seawall and design considerations of the wall to accommodate future docks will be included. Cummins Cederberg is a coastal and marine engineering company, experienced in conducting marina feasibility studies, and will be performing this task.



Figure 1

SCOPE OF SERVICES

Task 1: Project Management, Data Collection, Meetings & Grant Assistance

Task 1.1 *Project Management & Grant Assistance*

- B&W will provide project management coordination for the design project, including scheduling and conducting meetings between Town staff and the design team, team coordination for receipt of comments, addressing comments, design coordination relative to site improvements, specifications and cost estimate submittals, etc. B&W will provide internal quality control and coordination for the design documents and will provide a detailed review prior to each document submittal to the Town.

- Contract documents and deliverables will meet the stated format requirements and project timeline of the Town's FIND Waterways Assistance Program grant agreement between the Town and the FDEP. B&W will assist in providing the Town with the necessary engineering and permitting documentation for the Town's submittal to the FDEP.

- Identification of sea level rise and coastal impacts relative to the design.

Task 1.2 *Project Kickoff Meeting*

- B&W will schedule and attend a project kickoff meeting with the Town to identify the design elements and discuss issues pertaining to the project.
- The Town shall provide available as-built information for the seawall.

Task 1.3 *Topographic Survey*

- B&W will utilize the services of a professional survey subconsultant to obtain topographic survey of the existing seawall. Elevations will be taken at 50-foot intervals of the ground at waterward face of the seawall, top of seawall cap, at the existing sidewalk and 5 feet landward side beyond the sidewalk. Florida state plans 83/90 adjustment Horizontal Datum and NAVD 88 Vertical Datum will be utilized.

Task 1.4 *Geotechnical Report*

- B&W will utilize the services of a professional geotechnical engineering subconsultant to obtain two (2) Standard Penetration Test (SPT) soil borings to a depth of 50 feet and prepare a geotechnical analysis and report.

Task 1.5 *Benthic Survey*

- *B&W will utilize the services of an environmental consultant to conduct a marine benthic survey in conformance with the USACE Submerged Aquatic Vegetation Guidelines. A benthic resource/seagrass map for use the permitting applications.*

Task 1.6 *Boat Ramp Gate/Barrier Research & TM*

- *B&W will research products that can be deployed to prevent sea water during king tides from entering the Park. Cost, constructability, operation and maintenance will be considered in the evaluation. A short technical memorandum will be prepared and presented to the Town with recommendations.*

Task 1.7 *60% Design Review Meeting*

- B&W design team will attend one meeting with Town staff to review and discuss the 60% submittal and receive the Town's comments.

Task 1.8 *100% Design Review Meeting*

- B&W design team will attend one meeting with Town staff to review and discuss the 100% submittal and receive the Town's final comments.

Task 2: Final Design

Final design will consist of the preparation of Contract Documents consisting of Contract Drawings (plans and details), Contract Specifications, and Final Construction Cost Opinion for the seawall improvements (60% and 100% Design Stages). A summary of the work items to be performed as part of Task No. 3 are included herein.

Task 2.1 *60% Design*

- Evaluate up to three alternative structure types for the proposed retaining seawall considering factors such as construction cost, suitability of soil conditions, geotechnical report results, aesthetics, and durability. Prepare a brief memo for review by the Town with recommended wall type, preliminary cost estimates, and sketches as appropriate. The anticipated retaining wall type is precast concrete sheet piling following FDOT standard plans, unless another type is warranted based on soil conditions.

- Discuss sea level rise and coastal flooding impacts with regards to the design.

- Prepare plan sheet(s) showing the general layout of the retaining wall and typical cross section(s). Submit plans for review by the Town. (.pdf electronic format).

- Prepare preliminary opinion of construction cost for retaining wall construction based on estimated quantities and unit prices. (.pdf electronic format).

Task 2.2 *100% Design*

- B&W will meet with the Town to discuss comments on the 60% submittal. Based upon the approval of the design layout recommended seawall design, B&W will prepare 100% design documents consisting of final Drawings showing retaining seawall details, termination details, cast-in-place concrete cap, and special details such as storm sewer outlets or railing attachments as needed. B&W will prepare an Opinion of Cost based on the 100% level of design.

- B&W will meet with the Town to discuss comments on the 100% submittals B&W will prepare Final Bid Set Documents which will incorporate comments received at the meeting. B&W will furnish with the Bid Set, design drawings in PDF and native AutoCAD Version 2020 files and technical specifications in PDF and .docx format for the Town's use in advertising for bids on "Demand Star".

Task 3: Seawall Permitting

During the Final Design Phase, B&W will utilize the services of an environmental subconsultant to coordinate the potential permitting and other interested agencies to determine all potential permitting requirements. Associated permit application fees will be determined by B&W and paid by Town. In addition to preparing the permit applications for appropriate regulatory agencies, B&W will assist the Town in consultations with the appropriate authorities and in the responses for additional information as requested. A copy of the final permits will be included in the Bid Set documents. Agencies anticipated to require permit application:

Task 3.1 Florida Department of Environmental Protection (FDEP) Individual Environmental Resource Permit (ERP)

Task 3.2 US Army Corps of Engineers (USACOE) Section 404 Individual Dredge-Fill Permit. This application includes completion of the "*Checklist of Information Needed to Complete Section 7 Consultants, Manatee Biological Evaluation Form".*

Note that this scope of work does not include impact identification services, preparation of mitigation plans nor permit application fees.

Task 4: Bidding Services

Task 4.1 Bid Advertisement **-** B&W will assist the Town in advertising for and obtaining bids or negotiating proposals for construction. It is anticipated that work will be awarded under a single construction contract. The Town will be responsible for providing Contract Documents to the prospective bidders.

Task 4.2 Pre-Bid Conference **-** B&W will conduct pre-bid conference in conjunction with Town staff and provide a written summary of issues discussed.

Task 4.3 Bid Clarification/Addenda **-** B&W will prepare addenda and will provide supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period. The Town shall submit any addenda to the prospective bidders.

Task 4.4 Contract Award **-** B&W will attend the bid opening, prepare bid tabulation sheets (if required) and assist the Town in evaluating bids and proposals (for the low bidder), and in assisting the Town in assembling and awarding contract for construction. B&W will submit to Town written recommendation concerning contract award.

Task 5: Marina Feasibility Study

Task 5.1 Environmental Permitting Due Diligence - Cummins Cederberg will conduct a desktop review of the Project site relative to the feasibility of constructing a marina. This review will include but is not limited to review of available environmental permits (e.g., USACE, FDEP/SFWMD) and local zoning codes, submerged lands ownership, available biological assessments and water depth data, compliance and enforcement history relative to the in-water structures and operation, Manatee Protection Plan (MPP) concurrence, and historical aerials. Potential restraints (e.g., federal channel setbacks, presence of submerged marine resources) will be evaluated using the acquired information. A Florida Department of Environmental Protection (FDEP) title determination request will be submitted and processed to confirm submerged lands ownership within the Project boundaries and provide the relevant submerged deeds and lease documents. Any submerged lease and/or deed documents will be reviewed relative to the use of the proposed marina. Cummins Cederberg will provide a brief memo summarizing the information collected and anticipated limitations as well as a copy of the FDEP title determination, available environmental approvals, submerged land leases, deeds, and any other relevant documents, as an attachment to the report, for your records.

Task 5.2 Marina Market Analysis - In coordination with our sub-consultant, Cummins Cederberg will provide the following services to evaluate the financial feasibility and justification for a marina:

- Preparation of a comprehensive marina market and feasibility study
- Analysis of primary and relevant secondary marinas within the trade area, including those that may impact occupancy or financial performance

- Compilation and evaluation of historical market data to support rate assumptions and occupancy trends
- Advisory input regarding potential public-private partnership opportunities
- Preparation of a ten (10) year operating proforma, including assumptions for slip absorption, staffing, benefits, operating expenses, and projected net income
- Advisory services related to valuation assumptions, identification of potential operating partners, and introductions to strategic partners upon Client's request

Task 5.3 Engineering Concept & Opinion of Probable Cost

- Cummins Cederberg will develop one (1) conceptual design illustrating the proposed marina configuration. The proposed layout will consider market demand identified under Task 2, environmental regulatory constraints identified under Task 1, and the existing boat ramp. This task does not include detailed design of the docks, seawall/boat ramp improvements, upland amenities, or parking analysis/layout. This scope includes one (1) round
- of revisions from the Client/Town.

- A rough order of magnitude opinion of probable cost (OPC) for the construction of the marina including soft costs (e.g., engineering design, environmental permitting, construction administration) will be prepared for the conceptual design. The OPC will be based on industry standards and best engineering judgment as an experienced and qualified professional firm familiar with the industry and given the preliminary nature of concepts. Recent unit price data for similar projects will be incorporated, as well as mechanical, electrical, and plumbing (MEP) estimates. Sewage pump out and fueling services are not included.

Task 5.4 Coordination and Meetings - Cummins Cederberg will participate in one (1) onsite meeting/ site visit and attend periodic virtual coordination meetings with the Client and/or the Town of Lantana as directed by the Client. The budget for this task accounts for one (1) onsite meeting/ site visit and four (4) 1-hour virtual meetings with the Project Manager, Senior Engineer and environmental staff (as applicable) and one (1) presentation to the Town Council.

ASSUMPTIONS

1. Scope of work does not include property search or acquisition services, impact mitigation plans for protected flora and fauna.

2. It is assumed that no site or groundwater contamination exists.

3. Landscape and irrigation will not be included in design.

4. The Town shall be responsible to pay for all permit application fees.

5. Town personnel will assist in field verification of affected existing Town facilities.

6. Construction administration and inspection services are not included.

7. Task 5, Marina Feasibility Study does not include design, permitting, or bidding services and does not include improvements to the upland Sportsman's Park area and boatramp.

CONTRACT PERFORMANCE

Proposed fees and schedule for completion of tasks listed above are summarized below. The schedule aligns with the FDEP Grant Work Plan Agreement No. 24SRP62 and B&W will endeavor to work within the schedule set forth.

COMPLETION DATES

The proposed schedule of work is as follows:

	Deadlines*
Tasks 1-3 – Design & Permitting Services	270 days
Task 4 – Bidding	330 days
Task 5 – Marina Feasibility Study	270 days

*Tasks will begin upon Town's contract NTP

SUMMARY OF PROPOSED FEES

Proposed labor costs and associated expense for engineering services is estimated to be **$237,227.34 (Lump Sum).** Refer to **Attachment A** for a breakdown.

ATTACHMENT A
Town of Lantana
Sportsman Park Seawall Hardening
Baxter & Woodman, Inc. Fee Table (8/28/2026)

Task No.	Task Description	Labor Classification and Hourly Rates							
		Principal Engineer $183.97	Senior Engineer II $167.24	Engineer I $128.22	Senior Structural Engineer $167.24	Senior Engineer Tech $122.64	Clerical $78.05	Total Labor	Sub-Consultant Services
1	**Project Management, Data Collection & Grant Assistance**								
1.1	Project Management & Grant Assistance	25	15	25	20			$13,658.15	
1.2	Kickoff Meeting	3	3		2			$1,388.11	
1.3	Topographic Survey			2		4		$747.00	$7,150.00
1.4	Geotechnical			2		4		$747.00	$16,924.00
1.5	Benthic Survey		8	4		4		$2,341.36	(see Task 3)
1.6	Boat Ramp Gate/Barrier Research & Tech Memo		12	20	40		8	$11,885.28	
1.7	60% Design Review Meeting		3	3	2			$1,220.86	
1.8	100% Design Review Meeting		3	3	2			$1,220.86	
	Subtotal	**28**	**44**	**59**	**66**	**12**	**8**	**$33,208.62**	**$24,074.00**
2	**Final Design**								
	Construction Documents for Seawall Design								
2.1	60% Design (Plan, details, Technical Memorandum, cost estimate)	8	28	30	170	60		$45,790.28	
2.2	100% Design (Plan, details, cost estimate, specifications)	8	10	10	70	15	10	$18,753.26	
	Subtotal	**16**	**38**	**40**	**240**	**75**	**10**	**$64,543.54**	**$0.00**
3	**Permitting**								
3.1	FDEP Individual Environmental Resource Permit		4	4		6		$1,917.68	
3.2	USACOE Section 404 Individual Dredge/Fill Permit		8	6		6		$2,843.08	
	CECOS Environmental Subconsultant (incl Benthic Survey)								**$30,800.00**
	Subtotal	**0**	**12**	**10**	**0**	**12**	**0**	**$4,760.76**	**$30,800.00**
4	**Bidding Services**								
4.1	Bid Advertisement		2	1				$462.70	
4.2	Pre-Bid Conference		2	2	2			$925.40	
4.3	Bid Clarification		4		8			$2,006.88	
4.4	Contract Award Recommendation		2	6				$1,103.80	
	Subtotal	**0**	**10**	**9**	**10**	**0**	**0**	**$4,498.78**	**$0.00**
5	**Marina Feasibility Study**								
5.1	Environmental Permitting Due Diligence		2					$334.48	$6,000.00
5.2	Marina Market Analysis		4					$668.96	$26,000.00
5.3	Engineering Concept & Opinion of Probable Cost		4					$668.96	$20,000.00
5.4	Coordination and Meetings		4	4				$1,181.84	$8,000.00
	Subtotal	**0**	**14**	**4**	**0**	**0**	**0**	**$2,854.24**	**$60,000.00**
	Labor Subtotal Hours	44	118	122	316	99	18		
	Labor Subtotal Costs	$8,094.68	$19,734.32	$15,642.84	$52,847.84	$12,141.36	$1,404.90	**$109,865.94**	**$114,874.00**
	Labor Total Costs	**$109,865.94**							
	Subconsultant Costs Total	$114,874.00							
	Subconsultant Multiplier	1.1							
	Subconsultant Total	**$126,361.40**							
	Reimbursable Expenses (printing, postage, mileage)	**$1,000.00**							
	Project Total (Lump Sum)	**$237,227.34**							

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

Date: _____

_____
Town Manager

Attest: _____

_____
Reviewed by: Town Attorney

BAXTER & WOODMAN, INC.

Date: 8/31/2026

_____
Jeffrey Hiscock, P.E., Vice President

Attest: _____

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this 31 day of August, 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 of person taking Acknowledgement

Lisa Alonso
Signature of Acknowledger Typed, Printed or Stamped

Notary Public State of Florida
Lisa Alonso
My Commission HH 451811
Expires 10/5/2027

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8e

PREPARED BY: Nicole Dritz, Development Services Director

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

MEETING DATE: November 9, 2026

AGENDA ITEM: Consideration of a Noise Variance request, pursuant to Sections 12-22 and 12-19(a) of the Town Code of Ordinances, to allow construction noise to occur between the hours of 11:00 p.m. and 7:00 a.m. at 415 Gator Dr in the I – Industrial Zoning District.

ISSUE/BACKGROUND:

The property located at 415 Gator Dr previously received Special Exception approval (SE23-0005) on May 22, 2024, for the operation of a call center. The project is currently in the construction phase.

The applicant is requesting a Noise Variance to allow construction activities to generate noise levels exceeding the limitations established by Section 12-19(a) of the Town Code of Ordinances during the restricted hours of 11:00 p.m. to 7:00 a.m. The requested after-hours work is necessary to accommodate construction activities that require shutting down a larger portion of the Industrial District, minimizing impacts to surrounding businesses and operations during normal business hours. The Town Code provides for variances from these noise limitations, subject to review and approval by the Town Council. The exact date of the construction activities will be confirmed once FPL approves a safe de-energization schedule.

Staff recommends approval of this Noise Variance request for a duration of up to three (3) nights.

ATTACHMENT(S):

1. Backup Documentation.pdf

SAMPLE MOTION:

I move to (approve)(disapprove) the Noise Variance Request for 415 Gator Dr.

DEVELOPMENT SERVICES
504 Greynolds Circle
Lantana, FL 33462
(561) 540-5780

SUBMITTAL DATE: _____

PRE-MEETING DATE: _____

NOISE VARIANCE APPLICATION

Property Name: 415 Gator Drive

Property Owner: 415 Gator Drive, Inc

Phone: 561-758-5833

Email: ty.barnes@211pbtc.org

Property Location (Address):415 Gator Drive, Lantana, FL 33462

Property Control Number (PCN): 40-43-44-34-00-000-7190

JUSTIFICATION STATEMENT

Please address the following criteria contained in Section 12-22 of the Town of Lantana Code of Ordinances for Noise Variance requests:

1. **Additional Time Necessary** – Please describe the additional time necessary for the applicant to alter or modify the activity to achieve compliance with the provisions of this article.

   We are requesting permission to work outside of normal construction hours to complete the tilt-wall installation while an electrical outage is coordinated with Florida Power & Light (FPL). Proposed work window: one to two overnight shifts from 6:00 p.m. to 5:00 a.m., with exact dates to be determined. The exact work date and selected option will be confirmed after FPL approves a safe de-energization schedule.

2. **Temporary Duration** – Describe the temporary nature of the proposed activity, operation, or noise source, including its anticipated duration and why it cannot be conducted in a manner that complies with the provisions of this article.

   This is a one-time construction operation to safely lift and secure precast concrete wall panels - a critical phase of this project. The work is expected to require one to two overnight shifts, between 6:00 p.m. and 5:00 a.m. Cranes, construction equipment, and temporary lighting will be utilized to ensure adequate visibility and worker safety throughout the operation, while maintaining a safe environment for the surrounding community. Once the wall installation is complete, construction will return to normally permitted hours.

3. **No Reasonable Alternative** – Explain why no reasonable alternative is available to the applicant for conducting the proposed activity, operation, or noise source in compliance with the provisions of this article.

   To protect our workers and maintain required safety clearances, the affected power lines must be de-energized during this phase of construction. Based on interconnected power lines this shutdown will impact approximately 45 addresses within the industrial business district. Overnight work is proposed to minimize service interruption to local business operations. We are currently awaiting FPL approval to coordinate the electrical shutdown; therefore, exact construction dates have not yet been determined.

APPLICANT'S CERTIFICATION

(I) (We) affirm and certify that (I) (We) understand and will comply with all provisions and regulations of the Town of Lantana, Florida. (I) (We) understand that if this Application is approved by the Town, the aforementioned real property described herein will be considered, in every respect, to be a part of the Town of Lantana (if not already) and will be subjected to all applicable laws, regulations, taxes and police powers of the Town.
(I) (We) further certify that all statements and diagrams submitted herewith are true and accurate to the best of (my) (our) knowledge and belief. Further, (I) (We) understand that this Application and attachments become part of the Official Records of the Town of Lantana, Florida, and are not returnable.

Witness

Witness

11/4/2026
Date:

Signature of Applicant

Thomas (Ty) Barnes
Printed Name of Applicant

Applicant is:

X Owner

____ Optionee

____ Lessee

X Agent

____ Contract Purchaser

Address:
415 Gator Dr
Lantana FL 33462
ty.barnes@211pbtc.org
Telephone Number: 561.758.5833
Fax Number: _____

OWNER'S AUTHORIZATION

I/We affirm and certify that _____, the Applicant, is hereby authorized to represent me/us in all dealings regarding this petition with the Town of Lantana.

Witness

Witness

Date:

Signature of Owner

Printed Name of Owner