TOWN OF LANTANA

Town Hall
500 Greynolds Circle
Lantana, FL 33462

Regular Meeting
March 11, 2024 - 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 ____
   Lynn J. Moorhouse, D.D.S., Vice Mayor ____
   Mark Zeitler, Vice Mayor Pro Tem ____
   Christopher Castle, Councilmember ____
   Kem Mason, Councilmember ____

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

2. **AGENDA APPROVAL:**
   - **a.** Additions, substitutions, deletions.
   - **b.** Agenda Approval.

3. **STAFF AND COMMITTEE REPORTS:**
   - **a.** Town Council
   - **b.** Town Manager

4. **SPECIAL PRESENTATIONS:**
   - **a.** Proclamation Recognizing April 7 - 13, 2024, as National Library Week.
   - **b.** Proclamation Recognizing April 14 - 20, 2024, as National Public Safety Telecommunicators Week.
   - **c.** Proclamation Recognizing April as Water Conservation Month.

5. **APPROVAL OF THE CONSENT AGENDA:**
   - **a.** Approval of the February 26, 2024 Town Council Meeting Minutes.
   - **b.** Consideration of a request from the First Baptist Church of Lantana to open the Lantana Municipal Beach parking lot at 5:00 a.m. and to waive parking fees from 5:00 a.m. to 9:00

a.m. for an Easter Sunrise Service at the Dune Deck Café and Lantana Beach on March 31, 2024.

6. ORDINANCES AND RESOLUTIONS:

a. Consideration of Resolution No. R-03-2024, adopting the Florida Department of Transportation (FDOT) Subordination of Utility Interest.

7. QUASI-JUDICIAL HEARINGS:

a. None.

8. MISCELLANEOUS:

a. Consideration of a piggyback contract with M&M Asphalt Maintenance Inc., d/b/a All County Paving through the Palm Beach County School District Solicitation No. 20C-46V for repaving Town roads in an amount not to exceed $554,432.00.

9. PUBLIC COMMENTS:

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

- 03/19/2024 – General Election Day, 7:00 a.m. to 7:00 p.m.
- 03/21/2024 – Special Magistrate Hearing, Town Hall Council Chambers, 5:30 p.m.
- 03/23/2024 – Barefoot Mailman Family Beach Day, Lantana Beach, 9:00 a.m. to 1:00 p.m.
- 03/25/2024 – Town Council Meeting, Town Hall Council Chambers, 6:00 p.m.
- 03/27/2024 – Planning Commission Meeting, Town Hall Council Chambers, 6:30 p.m.
- 03/30/2024 – Eggstravaganza Egg Hunt Event, Maddock Park, 8:30 a.m. to 10:30 a.m.
- 04/08/2024 – Town Council Meeting, Town Hall Council Chambers, 6:00 p.m.
- 04/18/2024 – Special Magistrate Hearing, Town Hall Council Chambers, 5:30 p.m.
- 04/19/2024 – Visioning Retreat, Finland House, 8:00 a.m. to 2:00 p.m.
- 04/20/2024 – Lantana Beach Clean-up Event, Lantana Beach, 8:30 a.m. to 10:00 a.m.
- 04/24/2024 – Planning Commission Meeting, Town Hall Council Chambers, 6:30 p.m.

11. COUNCIL COMMENTS:

12. ADJOURNMENT.

Listen to the Town Council Meeting via Granicus: Visit https://www.lantana.org/TownAgendas and click "Audio" for live broadcast. The recording will be available on-demand after the meeting.

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) workings days advance notice of any meeting, by contacting Kathleen Dominguez, Town Clerk at Lantana Town Hall, 500 Greynolds Circle, Lantana, Florida, (561) 540-5000.

Proclamation

Recognizing National Library Week

WHEREAS, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life's journey;

WHEREAS, libraries have long served as trusted institutions, striving to ensure equitable access to information and services for all members of the community regardless of race, ethnicity, creed, ability, orientation, gender identity, or socio-economic status;

WHEREAS, libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve;

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

WHEREAS, libraries play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses, thus contributing to local prosperity and growth;

WHEREAS, libraries are an essential public good and fundamental institutions in democratic societies, working to improve society, protect the right to education and literacy, and promote the free exchange of information and ideas for all;

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week.

NOW, THEREFORE, be it resolved that I, Mayor Lythgoe, proclaim National Library Week, April 7-13, 2024. During this week, I encourage all residents to visit their library and celebrate the adventures and opportunities they unlock for us every day. Ready, Set, Library!

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Lantana, Florida to be affixed this **11th day of March 2024**.

_____

Mayor Karen Lythgoe

Attest:

_____

Kathleen Dominguez, Town Clerk

Proclamation

Recognizing Public Safety Telecommunicators Week

WHEREAS, thousands of dedicated public safety telecommunications personnel daily serve the nation by answering 9-1-1 calls for police, fire, emergency medical services, and dispatching the appropriate assistance as quickly as possible, and;

WHEREAS, the critical functions performed by professional public safety telecommunications personnel also include those related to other governmental agencies providing public safety telecommunications services, and;

WHEREAS, professional public safety telecommunications personnel work to enhance the emergency response capabilities of these communications systems through their leadership and participation in training programs and other activities, and;

WHEREAS, the second week of April has been designated by the Association of Public-Safety Communications Officers and the National Emergency Number Association to recognize public safety telecommunications personnel for their crucial role in protecting life and property;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Lantana, Florida does hereby recognize the week of **April 14th – 20th, 2024** as:

"PUBLIC SAFETY TELECOMMUNICATORS WEEK"

Be it further proclaimed by the Town Council of the Town of Lantana, that this proclamation is duly backed, sealed, and executed and shall be presented to the Lantana Police Department Communications Supervisor representing all of the 9-1-1 telecommunicators responding to emergency calls at the Lantana Police Department.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Lantana, Florida to be affixed this **11th day of March, 2024.**

_____
Mayor Karen Lythgoe

Attest:

_____
Town Clerk

Proclamation

Recognizing Water Conservation Month

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts, and Lantana are working together to increase awareness about the importance of water conservation; and

WHEREAS, Lantana and the State of Florida have designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, Lantana has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school, and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school, and citizen can help by saving water and thus promote a healthy economy and community; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Lantana, Florida do hereby recognize, **the month of April** as: ***Water Conservation Month*** in the Town of Lantana. Florida calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Lantana, Florida to be affixed this **11th day of March 2024.**

_____
Mayor Karen Lythgoe

Attest:

_____
Kathleen Dominguez, Town Clerk

TOWN OF LANTANA
Regular Meeting Minutes
February 26, 2024

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

Mayor Lythgoe called the regular Town Council meeting to order at 6:00 p.m. in the Council Chambers. Deputy Town Clerk Maria Rios called the roll. All elected officials attended, and a quorum was present.

Mayor Lythgoe led a silent prayer followed by the pledge of allegiance.

2. AGENDA APPROVAL:

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

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

3. STAFF AND COMMITTEE REPORTS:

a. Town Council

Mayor Lythgoe reported that she and Councilmember Mason attended Sue Shearhouse's funeral on Saturday, and they both attended the Hispanic Voters of Palm Beach County meeting last Wednesday.

Councilmember Mason reported on the Lantana Chamber of Commerce's Leadership Awards Ceremony and encouraged everyone to attend next year's Leadership Program.

b. Town Manager

Town Manager Raducci invited everyone to attend the Bonefish Cove Project workshop on Thursday, February 29th at 5:30 p.m. in the Town Hall Council Chambers. He added that representatives from the Army Corps of Engineers and Palm Beach County will provide an informative presentation and answer questions about the project and its impact on the local waterway. Additionally, he provided a brief update on the FPL streetlight replacement project. Mr. Raducci addressed questions from the Councilmembers.

Eddie Crockett, Public Services Director, provided an update on the Filter Media and Water Pump replacement project. He reported that substantial progress was made on the first vessel with completion expected in about three weeks, and work will begin on the second vessel immediately after. He also reported that residents can expect water color improvements upon

completion of the repairs to the second vessel. Mr. Crockett addressed questions from the Councilmembers.

4. SPECIAL PRESENTATIONS:

a. None.

5. APPROVAL OF THE CONSENT AGENDA:

a. Approval of the February 12, 2024 Town Council Meeting Minutes.

b. Approval of the February 13, 2024 Town Council Workshop Minutes.

c. Consideration of a request from the GFWC Casuarina Woman's Club to waive the Lantana Recreation Center rental fees for their Christmas in July Event on July 27, 2024.

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

6. ORDINANCES AND RESOLUTIONS:

a. None.

7. QUASI-JUDICIAL HEARINGS:

a. None.

8. MISCELLANEOUS:

a. Consideration of CSA No. 2024-04 with Kimley-Horn and Associates, Inc. authorizing engineering services in the amount of $39,310.00 for the Dixie Hwy Median project.

Mayor Lythgoe introduced the above agenda item.

Eddie Crockett, Director of Public Services, provided an overview of the agreement. He answered questions from the Councilmembers about the management of traffic flow.

There were no public comments.

A discussion ensued among the Councilmembers.

Motion: Vice Mayor Moorhouse made a motion to approve the CSA No. 2024-04 with Kimley-Horn and Associates, Inc. authorizing engineering services in the amount of $39,310.00 for the Dixie Hwy Median project and authorize the Town Manager to execute any and all documents necessary to effectuate this acquisition. Councilmember Castle seconded the motion. Motion passed 5-0.

b. Consideration of awarding a contract to Odyssey Manufacturing Co. to replace the Water Treatment Plant's Sodium Hypochlorite Skid System in the amount of $34,200.00.

Mayor Lythgoe introduced the above agenda item.

Eddie Crockett, Director of Public Services, provided an overview of the project. He answered questions from the Councilmembers.

In response to a question from Vice Mayor Pro Tem Zeitler, Eddie clarified….20 years until another replacement is needed?

There were no public comments.

A discussion ensued among the Councilmembers.

Motion: Councilmember Mason made a motion to approve a contract to Odyssey Manufacturing Co. to replace the Water Treatment Plant's Sodium Hypochlorite Skid System in the amount of $34,200.00 and authorize the Town Manager to execute any and all documents necessary to effectuate this acquisition. Vice Mayor Pro Tem Zeitler seconded the motion. Motion passed 5-0.

c. Consideration of awarding a contract for Janitorial Services for Public Restrooms and Offices to Jumep Multy Services LLC in the amount of $ 59,620.00.

Mayor Lythgoe introduced the above agenda item.

Eddie Crockett, Director of Public Services, provided an overview of the services and agreement. He answered questions from the Councilmembers.

There were no public comments.

There was no discussion ensued among the Councilmembers.

Motion: Councilmember Mason made a motion to approve awarding a contract for Janitorial Services for Public Restrooms and Offices to Jumep Multy Services LLC in the amount of $ 59,620.00 and authorize the Town Manager to execute any and all documents necessary to effectuate this acquisition. Councilmember Castle seconded the motion. Motion passed 5-0.

d. Consideration of Awarding a contract to Chen Moore and Associates for $121,510.00 for the Development of a Potential Stormwater Utility Fee.

Mayor Lythgoe introduced the above agenda item.

Town Manager Raducci introduced the project scope and agreement, followed by Brent Whitfield, Civil Engineer from Chen Moore and Associates, who elaborated on the details and answered questions from the Councilmembers.

Mr. Whitfield's presentation focused on the specific services covered in the agreement, King Tides and other extreme weather events and their impact on the project's necessity, available grant funding, and how the stormwater utility fees are determined.

There were no public comments.

A discussion ensued among the Councilmembers**.**

Motion: Councilmember Mason made a motion to approve the contract to Chen Moore and Associates for $121,510.00 for the Development of a Potential Stormwater Utility Fee and authorize the Town Manager to execute any and all documents necessary to effectuate this acquisition. Vice Mayor Moorhouse seconded the motion. Motion passed 5-0.

9. PUBLIC COMMENTS:

Brian Castle, 154 Euclid Blvd., presented a petition from residents requesting improvements to Euclid Path.

Rosemary Mourning, 1445 W. Branch St., expressed gratitude for the waived Recreation Center rental fees and inquired if the current Janitorial Services agreement covers the Maddock Park portable restroom.

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

Mayor Lythgoe read the future events and important dates.

11. COUNCIL COMMENTS:

Mayor Lythgoe inquired about efforts from the County to synchronize the traffic lights on Lantana and Hypoluxo. Town Manager Raducci responded that he would contact the County regarding the traffic management plan and explore the possibility of a community meeting with County representatives in the future.

Mayor Lythgoe also inquired about enforcing "blocking the box" violations at local intersections. Town Manager Raducci responded that he will investigate the feasibility of enforcing "blocking the box" at the specific intersection of Ocean Ave and Dixie Hwy and report back.

12. ADJOURNMENT.

The motion was made and carried unanimously. There being no further discussion, the meeting adjourned at 6:44 p.m.

_____
Mayor Karen Lythgoe

ATTEST:

_____
Kathleen Dominguez, CMC, Town Clerk

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 5b

PREPARED BY: Kathleen Dominguez, CMC, Town Clerk

REVIEWED BY: Brian K. Raducci, Town Manager

MEETING DATE: March 11, 2024

AGENDA ITEM: Consideration of a request from the First Baptist Church of Lantana to open the Lantana Municipal Beach parking lot at 5:00 a.m. and to waive parking fees from 5:00 a.m. to 9:00 a.m. for an Easter Sunrise Service at the Dune Deck Café and Lantana Beach on March 31, 2024.

ISSUE/BACKGROUND:

The First Baptist Church of Lantana (Church) will be holding their annual Easter Sunrise Service on Sunday, March 31, 2024, at the beach area in front of the Dune Deck Café (Café). The service will begin at 6:00 a.m. and conclude at 6:45 a.m. In order to set up for the service, the Church is requesting the following:

- **Parking lot access:** The Church requests the Lantana Police Department to open the parking lot gate by 5:00 a.m.
- **Parking fee waiver:** The Church also requests a waiver of the parking fees at the Lantana Municipal Beach parking lot from 5:00 a.m. to 9:00 a.m.

While the requested parking duration is longer than previous years (5:30 a.m. to 7:00 a.m.), other details remain consistent with the prior year's request (i.e., service duration of 45 minutes and similar guest numbers). Staff has reviewed the request and has no objections to the extended parking timeframe.

ATTACHMENT(S):

1. FBC Lantana Easter Special Event Application 2024.pdf

SAMPLE MOTION:

I move to (approve) (deny approval of) (approve with conditions) the request by the First Baptist Church of Lantana for Easter Sunrise Service at the Dune Deck Café/ Lantana Beach on Sunday, March 31, 2024, as set forth on the Agenda.

TOWN OF LANTANA
SPECIAL EVENT PERMIT APPLICATION

PLEASE FILL IN THE FOLLOWING INFORMATION

DATE: 02/27/2024

CONTACT PERSON: Erin Leigh PHONE: 561-588-3341

APPLICANT: The First Baptist Church of Lantana

OWNER: Board of Trustees, Craig Shugar, Chairman

IS THIS A NON-PROFIT ORGANIZATION? Yes

PROPOSED LOCATION: 100 N Ocean Blvd

LOCATION ON PROPERTY: Parking Lot

DATE OF EVENT: Sunday, March 31, 2024

TIME OF EVENT: 5am- 9am

DURATION OF EVENT: 5am- 9am

APPROXIMATE NUMBER OF PARTICIPANTS: 100

IF EVENT IS TO OCCUR ON PRIVATE PROPERTY, ARE YOU THE OWNER? No

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

PLEASE ANSWER THE FOLLOWING QUESTIONS:

TOWN OF LANTANA
SPECIAL EVENT PERMIT APPLICATION

1. **Will you need additional (Police or Private) security?**
   No

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

3. **Are ample trash collection containers available?**
   Yes

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

5. **Will you desire any street closures or will barricades be required?**
   No

6. **Will you or other participants require electrical power sources?**
   No

7. **Will any type of water supply be needed?**
   No

8. **Will there be a need for vehicles on grassed areas?**
   No

9. **Will there be temporary structures erected such as tents or awnings?**
   No

10. **Will off-site parking be needed? Traffic control?**
    No

11. **Will you be requesting a "Temporary Signs" permit from the Building Dept.?**
    No

12. **Will you request any special support or assistance from the Town?**
    Open the gate to parking lot at 5am, free parking from 5am- 9am for our Easter Sunrise Service

13. **Will you be requesting a "Civic Alcohol Permit" to sell beer and wine at the event?**
    No

TOWN OF LANTANA
SPECIAL EVENT PERMIT APPLICATION

HOLD HARMLESS AGREEMENT

This AGREEMENT made this 27 day of Feb, 2024, by and between The First Baptist Church of Lantana (hereinafter referred to as APPLICANT,) and the Town of Lantana, Florida, (herein referred to as "TOWN".)

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

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

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

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

Erin Leigh
(Applicant)

Erin Leigh
Print Name

Secretary, First Baptist Church of Lantana
Title (Organization, Group, etc.)

(Witness)

Print Name

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 27 day of February, 2024 by Erin Leigh, who is personally known to me or who has produced a Florida driver's license as identification and who did/did not take an oath.

Notary Public
State of Florida

ZACHARY SANTOS
MY COMMISSION # HH 469732
EXPIRES: April 1, 2028

TOWN OF LANTANA
SPECIAL EVENT PERMIT APPLICATION

TOWN OF LANTANA

RULES & REGULATIONS/POLICIES & PROCEDURES

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

1. No alcoholic beverages allowed on/in any Town facilities at any time, except by specific approval granted by the Town Council.

2. A code of good conduct must be exhibited by all participants and enforced by APPLICANT.

3. APPLICANT is responsible for the set up and breakdown of the event. When the event is complete APPLICANT must clean up the facility/grounds, i.e. fold and stack tables and chairs, bag refuse and dispose of in dumpster, etc.

4. APPLICANT MUST provide the Town a signed hold harmless agreement and/or a certificate of comprehensive general liability insurance in the amount of $1,000,000 listing the Town of Lantana as an additional insured. Applicants hosting an event that invites the general public to attend will be required to provide liability insurance in the amount listed above.

5. Groups who use Town property/facilities on a regularly scheduled basis (i.e. monthly meetings) MUST renew their Special Event Permit Application and provide the Town with a hold harmless agreement and/or certificate of comprehensive liability insurance in the amount of $1,000,000 listing the Town of Lantana as an additional insured on or by January 1 of each year.

6. APPLICANT may be charged a fee for Town Personnel who may be needed to inspect, monitor and/or work the event such as a Building Official, Police Officer, or Public Works Employee.

7. The TOWN reserves the right to cancel any or all activities in part or full at any time if it is deemed in the best interest of the TOWN and the health, safety and welfare of its citizens or facilities.

Eric Leja

APPLICANT

TOWN OF LANTANA
SPECIAL EVENT PERMIT APPLICATION

TOWN OF LANTANA USE ONLY

Plan Review Committee meeting date: _____

1. Approved as Submitted

2. Approved with the following conditions:

_____

_____

_____

_____

_____

_____

_____

_____

_____

Permit Issued by: _____ Permit #_____

Fee: _____

Dune Deck Café, Inc.
100 North Ocean Avenue
Lantana, Florida 33462
(561) 582-0472

February 13, 2024

The City of Lantana, FL
To Whom It May Concern,

First Baptist Church of Lantana will be conducting an Easter Sunrise Service, using my facilities and the beach area in front of my café on Sunday, March 31, 2024 from 6am until approximately 6:45am. They will begin setting up at 5am for the service.

Sincerely,

John Calomiris
Dune Deck Café, Inc.

DEVELOPMENT SERVICES
Planning & Zoning · 504 Greynolds Circle · Lantana, FL 33462
(561) 540-5034 · Planning@Lantana.org

SPECIAL EVENT NON-PROFIT AFFIDAVIT

I hereby certify on this 27 day of February, 20 24 that the proposed application for a special event to be held at Dune Deck Cafe (Location) on the 31 day of March, 20 24 will operated by The First Baptist Chruch of Lantana (Name of Person or Organization). I certify this person or organization operates without private profit for a civic, charitable, youth, service, fraternal, or religious purpose.

Erin Leigh
Signature of Applicant

02/27/2024
Date

STATE OF FLORIDA, COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 27 day of February, 20 24 by Erin Leigh.

☑ Personally known OR ☐ produced the following identification: _____.

Zachary Santos
Signature of Notary Public - State of Florida

ZACHARY SANTOS
MY COMMISSION # HH 469732
EXPIRES: April 1, 2028

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 6a

PREPARED BY: Eddie Crockett, Public Services Director

REVIEWED BY: Brian K. Raducci, Town Manager

MEETING DATE: March 11, 2024

AGENDA ITEM: Consideration of Resolution No. R-03-2024, adopting the Florida Department of Transportation (FDOT) Subordination of Utility Interest.

ISSUE/BACKGROUND:

In January 2024, the Town was advised by the Florida Department of Transportation (FDOT) that an additional right of way is required to support the upcoming I-95 interchange upgrade project at W Lantana Rd.

Specifically, FDOT sent a prepared resolution to the Town for adoption, which is attached for your consideration. The resolution describes the purpose of the proposed action and the exact location of the right-of-way expansion, described as SR NO 9/I-95 at CR 812 Lantana Rd. Additionally, the FDOT provided parcel information and historical easement information relevant to the ongoing project between the Town and them.

The staff and the Town Attorney have reviewed the resolution for legal sufficiency, and adoption is recommended.

ATTACHMENT(S):

1. Sub of Utility Agreement_Parcel 105-5_Town of Lantana.pdf
2. ROW Map - Parcel 105 only.pdf
3. Utility Easement OR_07738-1256.PDF.pdf
4. Resolution_R-03-2024_-_FDOT_easement_subordination.docx

SAMPLE MOTION:

I move to (adopt) (deny adoption of) Resolution No. R-03-2024.

23-UTL.01-07/18

This instrument prepared under the direction of:
Elizabeth S. Quintana, Esq. _____
District Four Assistant General Counsel
Legal Description prepared by:
Jeffrey D. Smith, P.S.M. (06/20/2023)
Document prepared by:
Alverene Arjun (09/22/2023)
Florida Department of Transportation
Right of Way Production Services
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309

Parcel No.	105.5
Item/Segment No.	4132581
Section:	93530-2525
Managing District:	04
S.R. No.	9/I-95 @ CR 812
	Lantana Road
County:	Palm Beach

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, 20_____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the FDOT, and the **TOWN OF LANTANA**, **FLORIDA** hereinafter called Utility.

W I T N E S S E T H:

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the Utility's facilities relocated if necessary, to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and FDOT agree as follows:

Utility hereby subordinates to the interest of FDOT, its successors, or assigns, any and all of its interest in the lands as follows, viz:

A portion of land lying in the Southeast One-Quarter (SE 1/4) of Section 33, Township 44 South, Range 43 East, Palm Beach County, Florida, as shown on Sheet 6 of the Florida Department of Transportation Right of Way Map of County Road 812 (Lantana Road), Item/Segment No. 413258-1, Section 93530-2525, being more particularly described as follows:

Commence at the South One-Quarter (S 1/4) of Section 33, Township 44 South, Range 43 East, thence South 88°28'48" East along the Baseline of Survey of said County Road 812 (Lantana Road), a distance of 63.97 feet; thence North 01°31'12" East along a line at a right angle to the previously described course, a distance of 49.75 feet to the Northerly Existing Right of Way line of said County Road 812 (Lantana Road) and the POINT OF BEGINNING; thence North 24°18'22" West, a distance of 29.32 feet; thence

South 89°02'17" East, a distance of 352.65 feet; thence North 41°01'44" East, a distance of 22.97 feet; thence North 87°49'47" East, a distance of 9.02 feet to a point on the Westerly Existing Right of Way Line of Andrew Redding Road and to the beginning of a non-tangent curve concave Westerly, having a chord bearing of South 02°12'40" East; thence Southerly along said curve and said Westerly Existing Right of Way line of Andrew Redding Road, having a radius of 691.20 feet, through a central angle of 00°56'52", an arc distance of 11.43 feet to the end of said curve; thence South 01°44'14" East along said Westerly Existing Right of Way Line of Andrew Redding Road, a distance of 16.54 feet; thence South 32°58'49" West, a distance of 35.12 feet to a point on said Northerly Existing Right of Way line of County Road 812 (Lantana Road); thence along said Northerly Existing Right of Way line of County Road 812 (Lantana Road) for the next three (3) courses: (1) North 88°28'48" West, a distance of 59.96 feet; thence (2) North 85°03'19" West, a distance of 163.22 feet; thence (3) North 88°28'48" West, a distance of 123.94 feet to the POINT OF BEGINNING.

Containing 12,080 square feet, more or less.

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PG
Easement (No: 28928)	06/04/1993	State of Florida Board of Trustees of the Internal Improvement Trust Fund	Town of Lantana	7738 / 1256

PROVIDED that the Utility has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT's current minimum standards for such facilities as required by the FDOT, Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception herein with reimbursement rights.

3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

4. The Utility agrees to repair any damage to FDOT facilities and to indemnify the FDOT against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of: (Two witnesses required by Florida Law)

_____
Witness Signature:

_____
Print Witness Name:

_____
Witness Signature:

_____
Print Witness Name:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____
Name: **STEVEN C. BRAUN, P.E**.
District 4 Secretary

Attorney approved as to form:

_____
Name: **ELIZABETH S. QUINTANA**

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by **STEVEN C. BRAUN, P.E**., District 4 Secretary, who is personally known by me or who has produced _____ as identification.

(SEAL)

_____
Notary Public

_____
Printed or stamped name of Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence
of: (Two witnesses required by Florida Law)

TOWN OF LANTANA, FLORIDA

_____
Witness Signature:

By: _____

_____
Print Witness Name:

Print Name: _____

Title: _____

_____
Witness Signature:

_____
Print Witness Name:

or, ATTEST by: _____, Title: _____ (Affix Corporate Seal)

STATE OF FLORIDA

COUNTY OF PALM BEACH

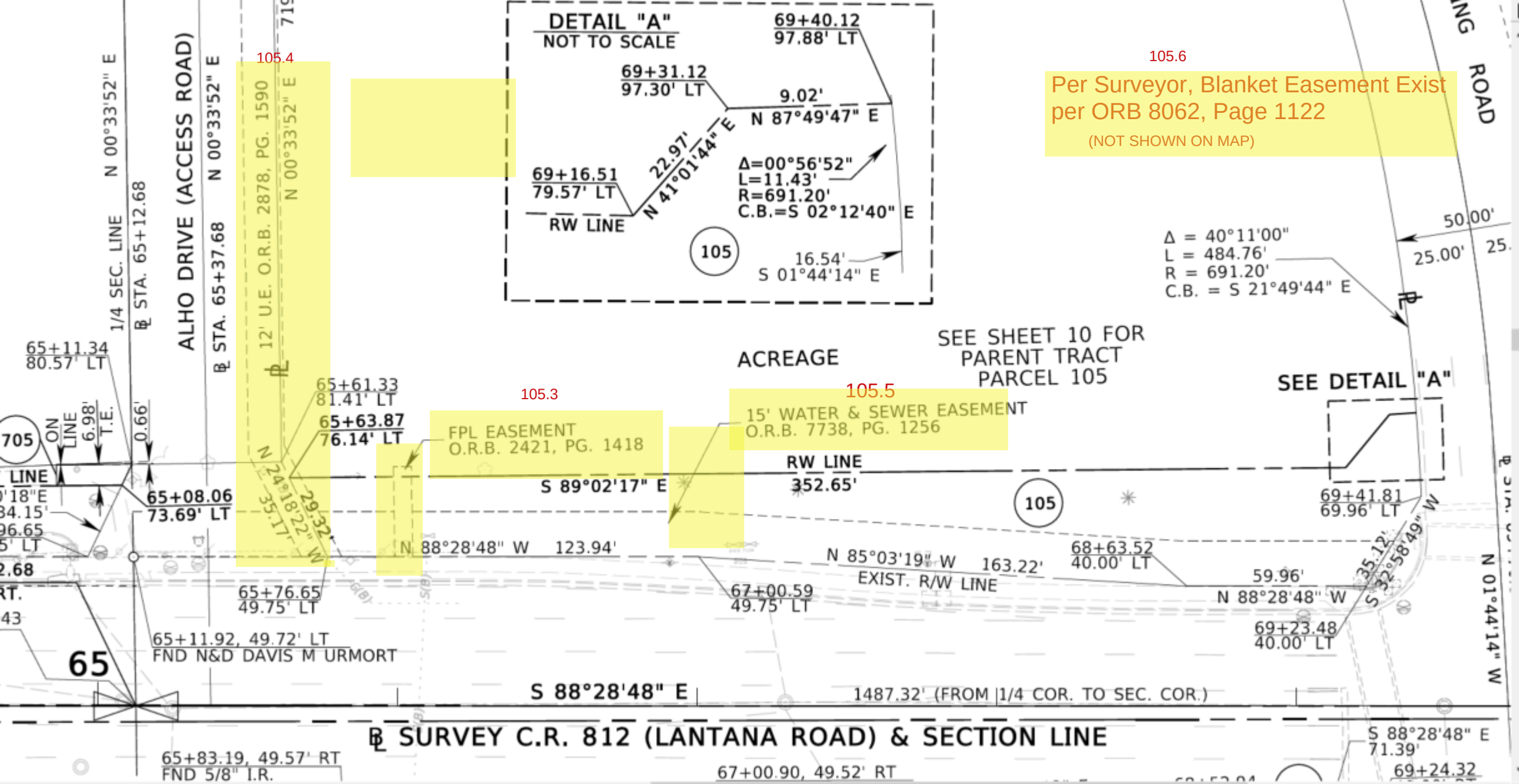
The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20_____, by _____, as _____ of the **TOWN OF LANTANA, FLORIDA**, on behalf of the company, who is personally known to me or who has produced _____ as identification.

(SEAL)

_____
Notary Public

_____
Printed or stamped name of Notary Public

My Commission Expires: _____


DETAIL "A"
NOT TO SCALE
69+40.12
97.88' LT
69+31.12
97.30' LT
9.02'
N 87°49'47" E
22.97'
N 41°01'44" E
69+16.51
79.57' LT
RW LINE
Δ=00°56'52"
L=11.43'
R=691.20'
C.B.=S 02°12'40" E
105
16.54'
S 01°44'14" E
105.4
105.6
Per Surveyor, Blanket Easement Exist per ORB 8062, Page 1122
(NOT SHOWN ON MAP)
ALHO DRIVE (ACCESS ROAD)
N 00°33'52" E
℄ STA. 65+12.68
℄ STA. 65+37.68
1/4 SEC. LINE
12' U.E. O.R.B. 2878, PG. 1590
65+11.34
80.57' LT
65+61.33
81.41' LT
65+63.87
76.14' LT
105.3
FPL EASEMENT
O.R.B. 2421, PG. 1418
105.5
15' WATER & SEWER EASEMENT
O.R.B. 7738, PG. 1256
ACREAGE
SEE SHEET 10 FOR
PARENT TRACT
PARCEL 105
SEE DETAIL "A"
Δ = 40°11'00"
L = 484.76'
R = 691.20'
C.B. = S 21°49'44" E
50.00'
25.00'
RW LINE
S 89°02'17" E
352.65'
105
69+41.81
69.96' LT
65+08.06
73.69' LT
N 24°18'22" W
29.32'
N 88°28'48" W 123.94'
N 85°03'19" W 163.22'
EXIST. R/W LINE
68+63.52
40.00' LT
59.96'
N 88°28'48" W
S 32°58'49" W
35.12'
69+23.48
40.00' LT
N 01°44'14" W
65+76.65
49.75' LT
67+00.59
49.75' LT
65+11.92, 49.72' LT
FND N&D DAVIS M URMORT
65
S 88°28'48" E
1487.32' (FROM 1/4 COR. TO SEC. COR.)
℄ SURVEY C.R. 812 (LANTANA ROAD) & SECTION LINE
65+83.19, 49.57' RT
FND 5/8" I.R.
67+00.90, 49.52' RT
S 88°28'48" E
71.39'
69+24.32

JUN-04-1993 10:52am 93-172525
ORB 7738 Pg 1256
Con 10.00 Doc .70

OAE8101

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

EASEMENT

Easement No. 28928

THIS INDENTURE, made and entered into this 12th day of February, 19 93, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and the TOWN OF LANTANA, 500 Greynolds Circle, Lantana, FL 33462 hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the State of Florida Department of Highway Safety and Motor Vehicles under Lease No. 2905; and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for the construction and maintenance of water and/or sewer lines; and

WHEREAS, the managing agency has agreed to the proposed use of this land under this instrument.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant, a non-exclusive easement unto GRANTEE over and across the following described real property in Palm Beach County, Florida, to-wit:

(See Exhibit A Attached)

subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Natural Resources.

2. TERM: The term of this easement shall be for a period of fifty (50) years commencing on February 12, 1993 and ending on February 11, 2043, unless sooner terminated pursuant to the provisions of this easement.

3. USE OF PROPERTY AND UNDUE WASTE: This easement shall be limited to the construction and maintenance of water and/or

CORBETT AND WHITE
505 SOUTH FLAGLER DRIVE
SUITE 1003
WEST PALM BEACH, FL 33401

Return to:

sewer lines upon and across the property described in Exhibit A during the term of this easement. This easement shall be non-exclusive. GRANTOR, retains the right to engage in any activities on, over, across or below the easement area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit A during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations, on this easement or on any adjacent state land or in any manner not permitted by law.

Upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition as existed on the effective date of this easement. GRANTEE agrees that upon termination of this easement all authorization granted hereunder shall cease and terminate.

4. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior

written consent of GRANTOR shall be void and without legal effect.

5. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

7. INDEMNITY: GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, save and hold harmless GRANTOR, the State of Florida Department of Highway Safety and Motor Vehicles and the State of Florida from any and all claims, actions lawsuits and demands of any kind or nature arising out of this easement to the extent provided by law.

8. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

10. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or

construction liens against the real property described in Exhibit A or against any interest of GRANTOR therein.

11. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. SOVEREIGNTY SUBMERGED LANDS: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

13. DUPLICATE ORIGINALS: This easement is executed in duplicate originals each of which shall be considered an original for all purposes.

14. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

15. TIME: Time is expressly declared to be of the essence of this easement.

16. RIGHT OF AUDIT: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

17. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the easement area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

18. AUTOMATIC REVERSION: This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys fees.

19. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

20. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

IN WITNESS WHEREOF, the parties have caused this easement to be executed the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

Judith A. Booth
Witness

By: _____ (SEAL)
DIRECTOR, DIVISION OF STATE LANDS, DEPARTMENT OF NATURAL RESOURCES

Joni V. Scott
Witness

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 12th day of February, 1993, by P.W. Mallison, who is/are personally known to me and who did/(did not) take an oath.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Dec. 11, 1994
Bonded Thru Troy Fain - Insurance Inc.

Joni V. Scott
Notary Public, State of Florida
Printed, typed or stamped name:
Joni V. Scott

#063257
(Serial Number, if any)

Approved as to Form and Legality

By: _____
DNR Attorney

TOWN OF LANTANTA

Witness

By: _____ (SEAL)

Witness

Its: Town Manager

"GRANTEE"

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26th day of January, 1993 by Ron Ferris, who is/~~are~~ personally known to me and who ~~did~~ (did not) take an oath.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES [illegible]
BONDED THRU AGENTS [illegible]

Notary Public, State of Florida
Printed, typed or stamped name:

Patricia C. Scorza

#CC050946
(Serial Number, if any)

ORB 7738 Pg 1262
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

EXHIBIT A

LEGAL DESCRIPTION OF THE EASEMENT

PARCEL I

A PARCEL OF LAND LOCATED WITHIN SECTION 33, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SECTION 33, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 00°33'53" EAST, ALONG NORTH-SOUTH ONE-QUARTER SECTION LINE OF SAID SECTION 33, A DISTANCE OF 49.76 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF LANTANA ROAD AS SHOWN ON DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP (SECTION 93220-2412) SHEET 12 OF 17 AND THE POINT OF BEGINNING; THENCE NORTH 00° 33'53" EAST, CONTINUING ALONG SAID NORTH-SOUTH ONE-QUARTER SECTION LINE, A DISTANCE OF 15.00 FEET; THENCE EASTERLY, ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL WITH SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING (3) COURSES; SOUTH 88°28'49" EAST A DISTANCE OF 189.44 FEET; THENCE SOUTH 85°03'17" EAST A DISTANCE OF 163.25 FEET; THENCE SOUTH 88°28'49" EAST A DISTANCE OF 68.66 FEET TO INTERSECT THE WESTERLY RIGHT-OF-WAY LINE OF ANDREW REDDING ROAD AS SHOWN ON SAID DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP (SHEET 17 OF 17); THENCE SOUTH 32°53'26" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 17.57 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF LANTANA ROAD; THENCE WESTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING (3) COURSES; NORTH 88°28'49" WEST A DISTANCE OF 59.96 FEET; THENCE NORTH 85°03'17" WEST A DISTANCE OF 163.25 FEET; THENCE NORTH 88°28'49" WEST A DISTANCE OF 188.74 FEET TO THE POINT OF BEGINNING.

PARCEL II

A PARCEL OF LAND LOCATED WITHIN SECTION 33, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, "JENKINS HEIGHTS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGE 42, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 00°33'53" WEST, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 15.00 FEET; THENCE SOUTH 88°29'07" EAST A DISTANCE OF 2.69 FEET; THENCE NORTH 70°11'48" EAST A DISTANCE OF 48.76 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ANDREW REDDING ROAD AS SHOWN ON DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP (SECTION 93220-2412) SHEET 17 OF 17 AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 689.85 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 68°57'03" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°14'45", A DISTANCE OF 15.00 FEET; THENCE SOUTH 70°11'48" WEST, ALONG A LINE RADIAL TO LAST REFERENCED CURVE, A DISTANCE OF 45.90 FEET TO THE POINT OF BEGINNING.

Property Control No. 40434433000005000

RESOLUTION NO. R-03-2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, SUBORDINATING CERTAIN EASEMENT RIGHTS TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION IN ORDER TO FACILITATE THE CONSTRUCTION AND IMPROVEMENT OF I-95 AND LANTANA ROAD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 9/I-95 @ CR 812 Lantana Road, Item/Segment No. 4132581, Section 93530-2525, in Palm Beach County, Florida: and

WHEREAS, it is necessary that certain easement rights now owned by the Town of Lantana, Florida, be subordinated to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is in the best interest of the Town; and

WHEREAS, the State of Florida Department of Transportation has made application to said Town to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation;

WHEREAS, the Town Council has determined that adoption of this Resolution and execution of a subordination of utility interest or interests is in the best interest of the health, safety, and welfare of the residents of the Town of Lantana and the public at-large.

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

Section 1: The Town Council herby accepts and approves the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests and finds that said application is for transportation purposes, which are in the public or community interest and for public welfare; and that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in the Town of Lantana, Florida, should be drawn and executed by this Town Council.

Section 2: The Town Council hereby directs the Town Manager to forward forthwith a certified copy of this Resolution to the State of Florida Department of Transportation at 3400 W. Commercial Boulevard, Fort Lauderdale, Florida 33009.

Section 3: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a regular meeting on this 11th day of March, 2024.

TOWN OF LANTANA

_____
Mayor Karen Lythgoe

ATTEST: (SEAL)

_____
Kathleen Dominguez, CMC, TOWN CLERK

Approved as to form and
legal sufficiency.

_____
R. Max Lohman, TOWN ATTORNEY

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8a

PREPARED BY: Eddie Crockett, Public Services Director

REVIEWED BY: Brian K. Raducci, Town Manager

MEETING DATE: March 11, 2024

AGENDA ITEM: Consideration of a piggyback contract with M&M Asphalt Maintenance Inc., d/b/a All County Paving through the Palm Beach County School District Solicitation No. 20C-46V for repaving Town roads in an amount not to exceed $554,432.00.

ISSUE/BACKGROUND:

In 2006, the Town hired Keith and Schnars and in 2008, Mathews Consulting Inc., to develop roadway master plans. Both plans rated Town streets to determine the condition based on rutting, cracking, patching, raveling and subgrade failure.

To optimize road conditions in accordance with the Master Plans, staff recommends a combined milling, paving and striping program (if required) for the following roads:

LOCATION	ESTIMATED COST
Public Services Parking Lot (510 W Pine St)	$90,951.50
N Oak St (E Ocean Ave - E Lantana Rd)	27,594.00
Lyndon Dr (Sandpiper Ln - S Broadway)	19,957.50
W Duval St (S 10th Pl - S Arnold Ave)	35,851.50
W Jennings St (S 11th St - S 10th St)	26,149.50
W Jennings St (S Arnold Ave - S Broadway)	22,075.00
W Palm St (N Broadway - N 4th St)	63,607.50
W Perry St (S 12th St - S 10th St)	26,698.50
W Pine St (S 13th St - S Broadway)	99,518.00
W Indies Way (Tradewinds - Sea Pine Way)	84,829.50
W Minnesota St (N Arnold Ave - Dead End)	49,099.50
Palm Beach County Fire Department (bldg. to S Broadway)	8,100.00
TOTAL	**$554,432.00**

Staff is recommending the Town Council award the contract to M&M Asphalt Maintenance Inc., d/b/a All County Paving through a piggyback contract with the School District of Palm Beach County, Florida (on file with the Town Clerk and available for inspection upon request). The total cost for the

entire project is not to exceed $554,432.00. The source of the funds will come from the American Rescue Plan Act (ARPA) and will be included in the FY 2023/24 Mid-Year Budget Amendment, if approved.

ATTACHMENT(S):

1. 1. MM_All_County_FY24_TOWN_WIDE_PAVING_AGREEMENT_-_2024 (1).docx
2. Exhibit B to M&M Piggyback Agreement 2024.docx

SAMPLE MOTION:

I move to (approve)(deny approval of) the Piggyback Agreement with M&M Asphalt Maintenance, Inc., d/b/a All County Paving, to re-pave roads Town-wide in the amount of $554,432.00 using funds from the American Rescue Plan Act (ARPA) and to authorize the Town Manager to execute same and any amendments thereto.

AGREEMENT	
Town of Lantana	Contractor: M & M Asphalt Maintenance, Inc.
Piggy-back Agreement: School District of Palm Beach County Florida ***Bid Document No. 20C-46V***	d/b/a All County Paving 1180 SW 10th Street Delray Beach, FL 33444

This Agreement is hereby entered into this _____ day of _____, 2024, the effective date, by and between M & M Asphalt Maintenance, Inc., a Florida corporation, d/b/a All County Paving ("Contractor") and the Town of Lantana, Florida, a municipal corporation ("Town").

WITNESSETH:

Town and Contractor, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby agree as follows:

1. Town and Contractor hereby enter into this Agreement for the Asphalt Milling, Resurfacing, and Striping pursuant to the **Scope of Work** attached hereto, at the piggy-backed unit rates and service pricing rates set forth in Palm Beach County School District ITB No. 20C-46V, as extended, the Contractor's response to same and the contract between the School District of Palm Beach County, Florida, and the Contractor (the "Piggy-back Agreement"). This Agreement will commence on the date first written above and shall continue in full force and effect for a period of one (1) year.

2. All terms of the Agreement are as specifically set forth herein and the Piggy-back Agreement, including all documentation required thereunder as Exhibit "A" and the Scope of Work, as Exhibit "B", which is the Contractors price schedule for the work contemplated by this Agreement, both exhibits are hereby incorporated herein and made a part hereof. Contractor shall not commence any work pursuant to this Agreement until the Town properly issues a Notice to Proceed, which shall be incorporated herein and made part hereof Exhibit "C". The parties hereby agree and acknowledge that this two (2) page Agreement, together with Exhibits A, B, and C; including all bonds or insurance documents referencing the "Town of Lantana" pursuant to the Piggy-back Agreement's requirements, shall constitute the entire Agreement.

3. Notice as required in the Agreement documents shall be sufficient when sent by certified mail, return receipt requested or hand delivered to the parties at the following address:

Town:	**Contractor:**
Town of Lantana 500 Greynolds Circle Lantana, Florida 33462 Attention: Nicole Dritz	M & M Asphalt Maintenance, Inc. 1180 SW 10th Street Delray Beach, FL 33444 Attention: Kenneth R. Goldberg, President

4. The parties hereby recognize and acknowledge that time is of the essence for the completion of the work described in this Agreement. The parties further agree that all work described herein will be completed within sixty (60) days of issuance of the Notice to Proceed, and that any delay in the completion

of the work described herein shall constitute a material breach of this contract. The parties further recognize that the Town will suffer damage and/or financial loss if the work is not timely completed in accordance with the construction schedule set forth in the Notice to Proceed. The parties also recognize the time, expense and difficulties involved in proving in a legal proceeding, the actual losses or damages suffered by the Town if the work is not completed on time. Accordingly, instead of requiring any such proof, the parties agree that Contractor shall pay liquidated damages for delay, but not as a penalty, in the amount of Two Hundred Dollars ($200.00) for each calendar day that expires, beginning with the 61st day following the Town's issuance of the Notice to Proceed, notwithstanding any proper extension of time granted by the Town.

5. This Agreement and all services contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Venue for all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida.

6. This Agreement may be terminated by the Town, with or without cause, immediately upon providing written notice to the Contractor. Unless the Contractor is in breach of this Agreement, the Contractor shall be paid for services rendered to the Town's reasonable satisfaction through the date of termination.

7. This two (2) page Agreement, along with other documents referenced in paragraph 2 above, constitutes the entire Agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement.

TOWN OF LANTANA

_____

Brian K. Raducci, Town Manager

M & M ASPHALT MAINTENANCE INC.

_____

Kenneth R. Goldberg, President

ATTEST:

_____

Kathleen Dominguez, Town Clerk

Approved as to Form and Legal sufficiency

_____

R. Max Lohman, Town Attorney

Exhibit “B”

LOCATION	ESTIMATED COST
Public Services Parking Lot (510 W Pine St)	$90,951.50
N Oak St (E Ocean Ave - E Lantana Rd)	27,594.00
Lyndon Dr (Sandpiper Ln - S Broadway)	19,957.50
W Duval St (S 10th Pl - S Arnold Ave)	35,851.50
W Jennings St (S 11th St - S 10th St)	26,149.50
W Jennings St (S Arnold Ave - S Broadway)	22,075.00
W Palm St (N Broadway - N 4th St)	63,607.50
W Perry St (S 12th St - S 10th St)	26,698.50
W Pine St (S 13th St - S Broadway)	99,518.00
W Indies Way (Tradewinds - Sea Pine Way)	84,829.50
W Minnesota St (N Arnold Ave - Dead End)	49,099.50
Palm Beach County Fire Department (bldg. to S Broadway)	8,100.00
TOTAL	**$554,432.00**