



TOWN OF LANTANA

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

**Regular Meeting
November 10, 2025 - 6:00 p.m.**

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

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

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

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

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

2. AGENDA APPROVAL:

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

3. STAFF AND COMMITTEE REPORTS:

- a. Town Council
- b. Town Manager

4. SPECIAL PRESENTATIONS:

- a. State of Education Report by School Board Member Erica Whitfield, District 4.
- b. Police Department Employee of the Third Quarter Award 2025.
- c. Presentation Recognizing Marine Safety Supervisor Marc Fichtner for a Lifesaving Ocean Rescue.

5. APPROVAL OF THE CONSENT AGENDA:

- a. Approval of the October 27, 2025, Town Council Meeting Minutes.
- b. Consideration of Resolution No. R-14-2025, appointing Kevin Wagner as the Town of Lantana Special Magistrate and authorizing the Town Manager to execute Mr. Wagner's Fee

Letter and any amendments thereto.

6. ORDINANCES AND RESOLUTIONS:

- a. None.

7. QUASI-JUDICIAL HEARINGS:

- a. Consideration of a variance request from Sec. 23-81 of the Town Code of Ordinances for the property located at 101 N Atlantic Dr to allow the installation of a wall with a maximum height of 11 feet 11 inches. **Case No. VAR25-0006**
- b. Consideration of a variance request from Sec. 23-134 of the Town Code of Ordinances for the construction of a new dock for the property located at 416 S Lake Dr. **Case No. VAR25-0007**

8. MISCELLANEOUS:

- a. Consideration of a three-year renewal agreement with Granicus, LLC (Granicus) for Agenda Management Software Solutions (for an aggregate cost of \$71,015.83) through a piggyback agreement with the National Cooperative Purchasing Alliance (NCPA) Contract #01-115.
- b. Consideration of entering into a contract with Hinterland Group, LLC., by piggybacking Charlotte County's annual contract for Stormwater Collection System Rehabilitation in the amount of \$132,824. Funding for this project was approved in the FY 2025/26 Stormwater and Flooding Improvement Fund Budget.
- c. Consideration of awarding a contract for the N Dixie Hwy Turn Lane Improvements project to Florida Blacktop, Inc., in the amount of \$102,543.75.
- d. Town Manager Review/Approval of Contract Amendments.

9. PUBLIC COMMENTS:

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

- 11/11/2025 - Town Offices Closed in Observance of Veterans Day and Veterans Day Celebration, Bicentennial Park, 10:00 a.m. - 11:00 a.m.
- 11/20/2025 - Special Magistrate Hearing, Town Hall Council Chambers, 5:30 p.m.
- 11/21/2025 - Town Council Workshop, Town Hall Council Chambers, 9:00 a.m.
- 11/26/2025 - Town Offices Closed Early in Observance of Thanksgiving and Planning Commission Meeting, Town Hall Council Chambers, 6:00 p.m. (Tentative)
- 11/27 - 11/28/2025 - Town Offices Closed in Observance of Thanksgiving.
- 12/08/2025 - Town Council Meeting, Town Hall Council Chambers, 6:00 p.m.
- 12/12/2025 - Winterfest Event, Town Hall, 6:00 p.m. - 8:00 p.m.
- 12/24/2025 - Town Offices Closed Early in Observance of Christmas Eve.
- 12/25/2025 - Town Offices Closed in Observance of Christmas Day.
- 12/31/2025 - Town Offices Closed Early in Observance of New Year's Eve.
- 01/01/2026 - 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/TownAgendas> and click "View Event" next to the meeting date for the live broadcast. The link will be available when the meeting starts. The recording will be available on-demand after the meeting in the Past Events section.

PROCEDURES FOR PUBLIC PARTICIPATION

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

Americans with Disabilities Act: In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format (large print) upon request. Special accommodations can be provided upon request with three (3) working days advance notice of any meeting, by contacting Kathleen Dominguez, Town Clerk at Lantana Town Hall, 500 Greynolds Circle, Lantana, Florida, (561) 540-5000.



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 4a

PREPARED BY: Kathleen Dominguez, CMC, Town Clerk

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

MEETING DATE: November 10, 2025

AGENDA ITEM: State of Education Report by School Board Member Erica Whitfield, District 4.

ISSUE/BACKGROUND:

N/A

ATTACHMENT(S):

SAMPLE MOTION:

N/A



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 4b

PREPARED BY: Sean Scheller, Chief of Police

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

MEETING DATE: November 10, 2025

AGENDA ITEM: Police Department Employee of the Third Quarter Award 2025.

ISSUE/BACKGROUND:

The Police Department is recognizing Sgt. James (Jim) Eddy as the Employee of the Second Quarter of 2025. Jim is being recognized for his supervisory abilities as well as his involvement and supervision in several high-profile cases.

ATTACHMENT(S):

SAMPLE MOTION:

N/A



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 4c

PREPARED BY: Kathleen Dominguez, CMC, Town Clerk

REVIEWED BY: Brian K. Raducci, ICMA_CM, Town Manager

MEETING DATE: November 10, 2025

AGENDA ITEM: Presentation Recognizing Marine Safety Supervisor Marc Fichtner for a Lifesaving Ocean Rescue.

ISSUE/BACKGROUND:

Staff recommends that the Town Council recognize Marine Safety Supervisor Marc Fichtner with a Lifesaving Award for his exceptional and decisive action during an ocean rescue on October 8, 2025, at Lantana Municipal Beach.

The incident involved a young adult surfer who was paddling in heavy chop when a shark struck her board, severing the leash and sending the individual into the ocean. The surfer was reported by a witness as being understandably hysterical following the incident. Marc responded immediately and executed an impressive rescue under extremely stressful circumstances.

Marc also demonstrated two (2) equally critical skills during the rescue:

1. **Outstanding Waterman Skills:** He quickly secured the distressed individual and brought her safely back to shore.
2. **Exceptional Communication and Interaction:** While assessing the victim's physical condition, he effectively employed strong communication skills to calm the highly hysterical surfer, successfully mitigating potential panic and further distress.

The successful outcome is directly attributable to Marc's swift response, high-level training, and professional demeanor. Staff recommends publicly recognizing Marc for his actions, which reflect positively upon the Town of Lantana's Lifeguard Services.

ATTACHMENT(S):

1. Marc Shark Attack Rescue.JPG

SAMPLE MOTION:

N/A





TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 5a

PREPARED BY: Kathleen Dominguez, CMC, Town Clerk

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

MEETING DATE: November 10, 2025

AGENDA ITEM: Approval of the October 27, 2025, Town Council Meeting Minutes.

ISSUE/BACKGROUND:

N/A

ATTACHMENT(S):

1. 10-27-2025 TC Meeting Minutes.docx

SAMPLE MOTION:

N/A



TOWN OF LANTANA
Regular Meeting Minutes
October 27, 2025

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

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

Mayor Lythgoe led a moment of silence that was followed by the Pledge of Allegiance. During the moment of silence, the Mayor asked all attendees to keep the country of Jamaica in their thoughts and prayers as Hurricane Melissa is projected to make landfall there later this week.

She then reviewed housekeeping items and meeting procedures.

2. AGENDA APPROVAL:

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

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

3. STAFF AND COMMITTEE REPORTS:

- a. Town Council

Councilmember Rivero reported that he and Kem attended the Firefighters Elected Meeting on 10/24/2025. He explained that this group consists of firefighters and first responders who aspire to become elected officials.

Vice Mayor Pro Tem Castle, Vice Mayor Mason, and Councilmembers Rivero and Zeitler commended the Haunted Nature Preserve Event, noting its significant success and positive community engagement.

Mayor Lythgoe reported on her attendance at the Florida League of Cities Legislative Policy Committee in Orlando, where the committee prioritized its top two (2) legislative bills for the upcoming session.

She further reported on:

- **Civic Government Week:** She recognized Town Clerk Kathleen Dominguez and Deputy Town Clerk Maria Rios for preparing successful activities aimed at promoting civic engagement and educating the community on the role of local government.
- **Coffee with the Mayor Event:** She confirmed 16 residents attended the event as part of City Government Week, which provided a valuable opportunity to hear and understand resident perspectives.
- **Dixie Hwy Medians:** She noted that the appearance of the Dixie Hwy Medians has significantly improved.

b. Town Manager

Town Manager Brian Raducci reported on the following items:

- **Water Service Line Inventory (EPA Compliance):** The Lead and Copper Rule compliance project was successfully completed in 10/2025. This multi-phase project included an initial material inventory of over 1,300 previously unknown water service lines (completed 10/2024), followed by a detailed 2025 inspection of approximately 350 lines, with all data recorded in GIS format which will be reported to the state.
- **Haunted Nature Preserve Event:** He extended sincere thanks to Eddie, Nadine and her team, and all volunteers from South Tech Academy and Palm Beach Atlantic University, and the Carlisle for their collective efforts in making the recent event a resounding success.
- **Upcoming Events and Meetings:** He announced the upcoming Veterans Day Celebration on 11/11/2025 and the next Town Council Workshop series on 11/21/2025.

4. SPECIAL PRESENTATIONS:

- a.** Presentation by the Town of Palm Beach on the Reach 8 Dune Restoration Project: Mobilization and Demobilization.

Mayor Lythgoe introduced the above agenda item and invited Town Engineer Patricia Strayer from the Town of Palm Beach to the podium.

Ms. Strayer provided an overview of the Town of Palm Beach's Reach 8 dune restoration project, set to launch on November 1st. She explained that the project involves a one-time mobilization and demobilization that will span from Phipps Ocean Park to the Boynton Beach Inlet, and that sand will be hauled by trucks to the Reach 8 area, which is located in the Town of South Palm Beach. Following her review of the project timeline and staging areas, Ms. Strayer took questions from the Councilmembers.

- b.** Presentation of the "What Makes Lantana Great" Video Contest Award Winners.

Town Clerk Dominguez provided an overview of Florida City Government Week, including its purpose and the Town's related celebratory activities. She announced the winners of the "What Makes Lantana Great" video contest and played the winning videos. The first-place winner was a submission from the Palm Beach Maritime Academy, and the second-place winner was a video from the Lantana Middle and Lake Worth High School students through the Library's Digital Storytellers Program.

Following the video presentations, Alexis, a student from the Palm Beach Maritime Academy, approached the podium to discuss the video and their reasons for participating.

Mayor Lythgoe congratulated the Palm Beach Maritime Academy students for their first-place win and thanked all the participants. She then presented them with certificates and their prize.

Finally, Library Director Kristine Kreidler presented details on the library's "Parkitect" program, highlighting how elementary school students participated by creating conceptual Town parks and corresponding budgets.

Mayor Lythgoe thanked Library Director Kristine, Town Clerk Kathleen, and Deputy Town Clerk Maria for coordinating, organizing, and participating in the City Government Week activities.

c. Presentation of Employee Service Awards.

The following staff members were in attendance and recognized:

Five (5) Years of Service:

Kathleen Dominguez, CMC, Town Clerk
Kristine Kreidler, Library Director

20 Years of Service:

Daniel Navas, Police Commander

30 Years of Service:

Constantine Laganas, Police Sergeant
Sean Scheller, Chief of Police

Following the reports, Eddie Crockett, Director of Public Services, presented the Public Services Employee of the Third Quarter Award to Angel Colon, Lead Water Plant Operator. Mr. Crockett provided an overview of Mr. Colon's service to the community and his dedication and contributions in his role at the Water Treatment Plant.

5. APPROVAL OF THE CONSENT AGENDA:

- a. Approval of the October 10, 2025, Town Council Workshop Meeting Minutes.
- b. Approval of the October 13, 2025, Town Council Meeting Minutes.

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

6. ORDINANCES AND RESOLUTIONS:

- a. Consideration of Ordinance O-05-2025, by amending Chapter 23 Zoning, to prohibit "new" inpatient clinics within the municipal boundaries. **Remarks: Second Reading**

Mayor Lythgoe introduced the agenda item.

Town Attorney Lohman read the following ordinance by title into the record:

ORDINANCE NO. O-05-2025

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING CHAPTER 23 ZONING, AT SECTION 23-101 – MXD MIXED USE DEVELOPMENT DISTRICT. TO REVISE LOT SIZE REGULATIONS; FURTHER AMENDING CHAPTER 23 ZONING BY ADOPTING NEW SECTION 23-151, TO BE ENTITLED "INPATIENT TREATMENT FACILITIES – PROHIBITED"; FURTHER PROVIDING THAT THE REMAINDER OF CHAPTER 23 SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ENACTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Town Attorney Lohman provided an overview of the ordinance and answered questions from the Councilmembers.

There was a public comment from the following citizen:

Ted Cook, 806 E Windward Way, Lantana, FL, 33462

There was no discussion from the Councilmembers.

Motion: Councilmember Rivero made a motion to adopt Ordinance No. O-05-2025 on second reading. Vice Mayor Mason seconded the motion. Motion passed 5-0.

7. QUASI-JUDICIAL HEARINGS:

- a. None.

8. MISCELLANEOUS:

- a. Consideration of authorizing the purchase of three (3) 2026 Ford Police Interceptor Utility vehicles from Alan Jay Fleet Sales, the purchase and installation of public safety equipment from DANA Safety Supply, Inc. as well as any other related equipment and supplies to outfit the public safety vehicle, in an amount not to exceed \$231,600 as approved in the FY 2025/26 budget.

Mayor Lythgoe introduced the agenda item.

Chief of Police Sean Scheller presented the justification for the purchases and answered questions from the Councilmembers.

There were no public comments.

There was no discussion among the Councilmembers.

Motion: Vice Mayor Mason made a motion to approve the purchase of three (3) 2026 Ford Interceptor Utility vehicles for Alan Jay Fleet Sales under Sourcewell Contract # 2026 091521-NAF & 032824-NAF in the amount of \$135,150. Vice Mayor Pro Tem Castle seconded the motion. Motion passed 5-0.

Motion: Vice Mayor Mason made a motion to (approve)(deny) the purchase and installation of safety-related equipment from DANA Safety Supply, Inc. under the Bradford County Contract #BCSO2019-01 in the amount of \$48,418.59, and to authorize the Town Manager to execute the agreement and any amendments thereto. Vice Mayor Pro Tem Castle seconded the motion. Motion passed 5-0.

Motion: Vice Mayor Mason made a motion to (approve)(deny) the purchase and installation of decals, stop sticks, and other miscellaneous safety equipment as deemed necessary (as it relates to the purchase of these three (3) 2026 Ford Police Interceptor Utility vehicles) in the amount of \$48,031.41, and to authorize the Town Manager to execute any related agreements and amendments thereto. Vice Mayor Pro Tem Castle seconded the motion. Motion passed 5-0.

- b. Consideration of Authorizing the Purchase of Body Worn Cameras (BWC) and Tasers from Axon Enterprise, Inc. in the amount of \$760,000.

Mayor Lythgoe introduced the agenda item.

Chief Scheller presented the justification for the purchase and answered questions from the Councilmembers.

Senior Sales Representative from Axon Enterprise, Inc., Rachel Gershenson, delivered a presentation on their translation program for Body Worn Cameras. Following the presentation, Ms. Gershenson addressed questions and provided additional information requested by the Councilmembers.

There were no public comments.

There was no discussion among the Councilmembers.

Motion: Vice Mayor Pro Tem Castle made a motion to approve the purchase of BWC, Tasers, and related equipment for Axon Enterprise, Inc. in the amount of \$760,000 over a five (5)-year period and authorize the Town Manager to execute the agreement and any amendments thereto. Councilmember Rivero seconded the motion. Motion passed 5-0.

- c. Consideration of authorizing the purchase of one (1) Ford Maverick from Duval Ford at a cost of \$31,019 through the 2026 Florida Sheriffs Association Contract # FSA25-VEL33.0 to be utilized by the Development Services Department's Code Division.

Mayor Lythgoe introduced the agenda item.

Charles Benedict, Vehicle Maintenance Coordinator, presented the justification for the purchase and answered questions from the Councilmembers.

There were no public comments.

There was no discussion among the Councilmembers.

Motion: Councilmember Rivero made a motion to approve the purchase of one (1) 2026 Ford Maverick from Duval Ford utilizing the Florida Sheriffs Association Contract # FSA25-VEL33.0 in the amount of \$31,019 and to authorize the Town Manager to execute any and all documents necessary to effectuate this purchase. Vice Mayor Mason seconded the motion. Motion passed 5-0.

- d. Consideration of CSA No. 2025-06 with Baxter & Woodman, Inc., authorizing engineering services in the amount of \$189,187 for N 4th St Gravity Sewer and Drainage Improvements.

Mayor Lythgoe introduced the agenda item.

Eddie Crockett, Public Services Director, presented the justification for the purchase and addressed questions from the Councilmembers.

Town Engineer from Baxter and Woodman, Rebecca Travis, provided more technical information related to the project and answered follow-up questions from the Councilmembers.

There were no public comments.

A discussion ensued among the Councilmembers regarding the current challenges the City of Lake Worth Beach's water utilities department is facing and the Town's reliance on Lake Worth Beach for a crucial water main connection that serves a regional water treatment function.

Town Attorney Lohman agreed to review the interlocal agreement to determine the Town's options and legal position, should the City of Lake Worth Beach be unable to fulfill its obligation under the service agreement.

Motion: Vice Mayor Pro Tem Castle made a motion to approve CSA No. 2025-06 with Baxter & Woodman, Inc., authorizing engineering services for N 4th St Gravity Sewer and Drainage Improvements in an amount of \$189,187, and to authorize the Town Manager to execute this agreement and any amendments thereto. Councilmember Rivero seconded the motion. Motion passed 5-0.

- e. Consideration of entering into a Grant Agreement with the Florida Inland Navigation District (FIND) for the 2024 Waterways Assistance Program for funding in the amount of \$1,800,000, with \$900,000 (50%) coming from FIND as a grant and \$900,000 (50%) coming from the Town as our match for the Lantana Seawall Hardening Project.

Mayor Lythgoe introduced the agenda item.

Contract and Grants Administrator, Vanessa Holloway, presented an overview of the project and its timeline, then she answered questions from the Councilmembers.

Town Engineer from Baxter and Woodman, Rebecca Travis, answered technical follow-up questions from the Councilmembers related to the project.

Councilmember Rivero and Vice Mayor Pro Tem Castle expressed concern over the project timeline and requested that staff investigate alternative staging locations, such as the empty Town-owned lots near Bicentennial Park.

Town Manager Raducci agreed to investigate the requested alternatives. He further noted that the seawall project completion is mandatory and that the Town must, therefore, plan for an alternative venue for the July 4th Celebration.

Town Attorney Lohman responded to an inquiry from Mayor Lythgoe regarding the drafting of a specific ordinance that would require neighboring properties to construct or rebuild seawalls to a mandatory minimum height.

There were no public comments.

There was discussion among the Councilmembers.

Motion: Vice Mayor Mason made a motion to approve entering into the Grant Agreement with FIND for the 2024 Waterways Assistance Program for funding in the amount of \$1,800,000 with a \$900,000 (50%) match coming from the Town to fund the Lantana Seawall Hardening Project and to authorize the Town Manager to execute the Grant Agreement and any other documents deemed necessary and prudent to administer this grant. Vice Mayor Pro Tem Castle seconded the motion. Motion passed 5-0.

9. PUBLIC COMMENTS:

Mark Hodnett, 812 N Atlantic Dr, Lantana, FL, 33462, addressed the Town Manager with inquiries regarding the Town's formal efforts to officially determine the Municipal Boundary with any outside agencies, specifically concerning information he previously provided to the Town.

Town Manager Raducci answered Mr. Hodnett's questions and stated that he will provide updates to the citizens through future Town Manager reports.

Rosemary Mouring, 1445 W Branch St, Lantana, FL, 33462, speaking on behalf of the Friends of the Lantana Library, discussed their upcoming events and urged the Town Council to attend and offer their support.

Laura Levites, 1030 N Lakeside Dr, Lake Worth Beach, FL, 33462, introduced herself as a candidate for State House District 87 and announced the date for the special election is 01/13/2026. She also commented on the current challenges the City of Lake Worth Beach is facing with its water utilities.

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

Mayor Lythgoe read the future events and important dates.

11. COUNCIL COMMENTS:

Councilmember Rivero reported on a recent conversation he had with Town Manager Raducci and a couple of Hypoluxo Island residents regarding the lack of parking at McKinley Park, making it appear uninviting. He voiced his and the residents' support for creating dedicated parking spaces on both the east and west sides of Beach Curve when the Town addresses the upcoming drainage issue in that area.

Councilmember Zeitler revisited the earlier discussion regarding the seawall construction project at Bicentennial Park and its potential impact on the Town's signature July 4th event, and inquired whether the contractor could temporarily move all construction trucks and heavy equipment off the site for the duration of the event.

Following Councilmember Zeitler's question, Vice Mayor Pro Tem Castle inquired about whether the Town could move the event to the south side of the Park (Sportsman Park).

Town Manager Raducci responded to Councilmembers Zeitler and Castle regarding alternative locations for the event (in light of the Bicentennial Park construction). He stated that Sportsman Park will be considered as an option, among others. Town Manager Raducci committed to reporting back to the Councilmembers with his findings and assured them that no final decision would be implemented without the Councilmembers' explicit support.

Mayor Lythgoe noted an increasing frequency of vehicles being parked on the street, often directly in front of residences rather than in driveways or swales. She emphasized that this practice is obstructing driver visibility and views.

Chief Scheller acknowledged that the Police Department is aware of certain problem areas and is actively addressing the issue through enforcement and resident education. The Chief encouraged all citizens to utilize the non-emergency number to report instances promptly so the department can respond quickly.

12. ADJOURNMENT.

The motion was made and carried unanimously. There being no further discussion, the meeting adjourned at 8:22 p.m.

ATTEST:

Mayor Karen Lythgoe

Kathleen Dominguez, CMC, Town Clerk



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 5b

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

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

MEETING DATE: November 10, 2025

AGENDA ITEM: Consideration of Resolution No. R-14-2025, appointing Kevin Wagner as the Town of Lantana Special Magistrate and authorizing the Town Manager to execute Mr. Wagner's Fee Letter and any amendments thereto.

ISSUE/BACKGROUND:

Staff requests the Town Council's consideration and approval of Resolution No. R-14-2025, appointing Kevin Wagner as the Town of Lantana's Special Magistrate. Pursuant to Chapter 162, Fla. Statutes, and Section 2-48, the Town Council has the authority to appoint the Town's Special Magistrate. Resolution R-14-2025 effectuates this appointment.

The Special Magistrate will oversee and conduct the Code Enforcement hearings for the Town, providing an essential function in ensuring the enforcement of our municipal ordinances.

Furthermore, the Resolution includes language authorizing the Town Manager to execute the accompanying fee letter and any subsequent amendments required for the Special Magistrate's services.

Please be advised that the Town Attorney has reviewed the attached Resolution and has approved it for legal sufficiency.

ATTACHMENT(S):

1. R-14-2025 - SPECIAL MAGISTRATE.docx
2. Exhibit A.pdf

SAMPLE MOTION:

N/A

RESOLUTION NO. R-14-2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, APPOINTING KEVIN WAGNER AS THE TOWN OF LANTANA SPECIAL MAGISTRATE AND AUTHORIZING THE TOWN MANAGER TO EXECUTE MR. WAGNER'S FEE LETTER AND ANY AMENDMENTS THERETO; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Town Council of the Town of Lantana desires to appoint Kevin Wagner, Esq. to serve as the Town of Lantana's Special Magistrate in accordance with the provisions of Chapter 162, Fla. Stat. and Section 2-48 of the Town Code of Ordinances; and

WHEREAS, the Town Council of the Town of Lantana does also desire to delegate the authority to execute the Special Magistrate's fee letter and any future amendments of same; and

WHEREAS, the Town Council has determined that appointing Mr. Wagner and approving the resolution to be in the best interests of the health, safety, and welfare of the town residents and the public at-large.

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

SECTION 1: The Town Council of the Town of Lantana, Florida, hereby officially appoints Kevin Wagner, Esq. as the Town of Lantana's Special Magistrate. Mr. Wagner shall serve at the pleasure of the Town Council.

SECTION 2: The Town Manager is hereby directed and authorized to sign the Special Magistrate's fee letter/fee agreement and any future amendments thereto. The subject fee letter/fee agreement is attached hereto and incorporated herein as Exhibit "A."

SECTION 3: This Resolution shall take effect immediately upon adoption, unless otherwise stated on the attached schedule of fees and charges.

PASSED AND ADOPTED THIS 10th day of NOVEMBER, 2025.

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

SPECIAL MAGISTRATE FEE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of November 2025, by and between the Town of Lantana, a municipal corporation organized and existing under the laws of the State of Florida ("Town"), and Wagner Legal Services, PLLC ("WLS").

WITNESSETH:

WHEREAS, the Town wishes to retain the services of Mr. Kevin Wagner, Esq. through WLS to serve as the Town's Code Enforcement Special Magistrate.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions, provisions, and undertakings herein contained, and for other good and valuable consideration, the parties do mutually covenant and agree with each other as follows:

SECTION 1. DUTIES

- A. Mr. Kevin Wagner, Esq., through WLS, shall serve as the Town's Code Enforcement Special Magistrate at scheduled Code Enforcement hearings in accordance with the Town's Code of Ordinances and shall devote such time as is necessary to perform the duties therein.
- B. Mr. Kevin Wagner, through WLS, shall exercise all authority granted by the Town's Code of Ordinances.

SECTION 2. TERM AND TERMINATION

- A. This Agreement shall remain in effect for a period of three (3) years, unless terminated earlier. This Agreement may be renewed and/or extended by mutual written agreement of the parties.
- B. This Agreement may be terminated at any time by either party, for any or no reason, by providing thirty (30) day's written notice to the other party in accordance with Section 5 herein. Such notice shall be effective on the day it is delivered or mailed.
- C. In the event of termination, WLS will be compensated for all services actually performed prior to the date of termination.

SECTION 3. INDEPENDENT CONTRACTOR

- A. WLS is not an employee of the Town, shall be responsible for providing the professional services set forth herein, and will be solely responsible for all

payroll taxes, including, but not limited to, federal income tax, FICA, and federal and state unemployment taxes.

SECTION 4. COMPENSATION

- A. As compensation for performing the services contemplated by this Agreement, the Town will pay WLS the sum of Two Hundred Dollars (\$200.00) for each hour worked.
- B. The Town shall pay WLS on a monthly basis, upon receipt of an invoice detailing all services performed and the amount of time expended to the nearest one-tenth (1/10) of an hour.

SECTION 5. NOTICES

- A. All written notices required under, or contemplated by, this Agreement shall be hand delivered, sent via email, or sent by overnight courier (FedEx, UPS, etc...), to the following addresses:

As to the Town:

Town of Lantana
500 Greynolds Circle
Lantana, FL 33462

As to WLS:

WLS Legal Services, PLLC
8129 Bautista Way
Palm Beach Gardens, Florida 33418

SECTION 6. GENERAL PROVISIONS

- A. This Agreement shall constitute the entire understanding between the parties and shall be modified and amended only in writing and executed with the same formalities as the original.
- B. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- C. This Agreement may not be assigned without the prior written consent of all parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Town of Lantana

By: _____
Brian K. Raducci, Town Manager

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
R. Max Lohman, Town Attorney

WLS

By: _____ *Kerwin Wagner* _____



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 6a

PREPARED BY: Kathleen Dominguez, CMC, Town Clerk

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

MEETING DATE: November 10, 2025

AGENDA ITEM: None.

ISSUE/BACKGROUND:

N/A

ATTACHMENT(S):

SAMPLE MOTION:

N/A



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 7a

PREPARED BY: Nicole Dritz, Development Services Director

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

MEETING DATE: November 10, 2025

AGENDA ITEM: Consideration of a variance request from Sec. 23-81 of the Town Code of Ordinances for the property located at 101 N Atlantic Dr to allow the installation of a wall with a maximum height of 11 feet 11 inches. **Case No. VAR25-0006**

ISSUE/BACKGROUND:

The property owners of 101 N Atlantic Dr are proposing to install a new wall with a maximum height of 11 feet, 11 inches. The wall will vary in height along its length, with the tallest portion located at the western terminus of the property closest to the Intracoastal Waterway. The wall height gradually decreases moving eastward toward the street, where it is proposed at a maximum height of four (4) feet within the front setback area, consistent with Town Code requirements.

Walls in residential districts are generally limited to a maximum height of four (4) feet within the front setback area and six (6) feet elsewhere on the lot, with an additional limitation of four (4) feet for the first 30 feet upland from the waterway. The proposed wall complies with these standards within the front and waterfront setback areas; however, the overall height of 11 feet, 11 inches exceeds the allowable six (6) feet elsewhere on the property.

The property owners have cited privacy and security concerns as the basis for the request, noting that the property's location (adjacent to the E Ocean Ave Bridge), results in frequent pedestrian and fishing activity along the bridge, creating visibility into the property. The applicants believe the additional wall height will provide an appropriate level of privacy and protection, given the site's unique conditions.

The Planning Commission reviewed this variance at their regularly scheduled meeting of October 22, 2025, and recommended approval with a 4-1 vote. Voting members included Lyn Tate, Rosemary Mouring, Annemarie Joyce, Michelle Donahue, and Ed Shropshire (Nay).

ATTACHMENT(S):

1. Application & Backup

SAMPLE MOTION:

I move to (approve)(disapprove) VAR25-0006 for the property located at 101 N Atlantic Dr.



TOWN OF LANTANA
504 Greynolds Circle
Lantana, FL 33462
(561) 540-5034

VAR 25-
CASE #: 0006

SUBMITTAL DATE: 10.01.25

VARIANCE APPLICATION

Property Name: HYPOLUXO ISLAND ADD LT 15 (LESS N 5 FT) & LT 16

Property Location (Address): 101 N ATLANTIC DR

Property Control Number (PCN): 40-43-45-03-01-000-0151

Existing Zoning Category: R1A—SINGLE FAMILY RESIDENTIAL (40-LANTANA)

Type of Variance (Circle All that Apply):

- Setback (front, side, rear)
- Lot (width, coverage, size)
- Height
- Subdivision Regulations

Other: _____

Property Owner

Name: John and Ana Davie

Address: 101 N Atlantic Dr, Lantana

Phone: 585-303-0888

Email: anaydavie@gmail.com,

john.davie@buyersedgeplatform.com

Applicant/Agent

☐ Check here if same as owner

Name: Be Design

Address: 150 E Boca Raton Rd, Boca Raton FL 33432

Phone: 561-362-6408

Email: elmar@be-design.net, cc: julianne@be-design.net, julieth@be-design.net

DO NOT WRITE BELOW THIS LINE

FOR DEPARTMENT USE ONLY

ACCEPTED FOR REVIEW

Town Official: _____

Date: 10.01.25

Fee(s) Paid: \$550

TOWN ACTION

Town Council: TBD

Date: _____

Condition(s) of Approval: _____

GENERAL DATA

Proposed Zoning:

No change to zoning category _____

Existing Use of Property: Residential

Proposed Use of Property: No change, Residential

Total Site Area: 29836.67 Sq. Ft. OR 0.685 Acres

RESIDENTIAL

Total Number of Dwelling Units: 1 | 1
Existing Proposed

Density (Units per Acre): 1 | 1
Existing Proposed

COMMERCIAL

Total Square Footage: N/A

Number of Buildings: N/A

A variance is requested relative to Section # **23-81 j** of the Town of Lantana Zoning Code of Ordinance to allow:

A variance is needed for the property's perimeter wall on the south side to ensure consistent height separation from heavy traffic and the East Ocean Avenue bridge. This is required to ensure safety and prevent people from entering the property by crossing under or by the side of the bridge.

The requested variance is for specific sections of the wall:

- The southwest end, most exposed due to proximity to the bridge, should be maintained at a height of 14.5' NAVD. This will result in a height range from 9'-0" to 11'-11", measured from the high-water mark and the seawall.
- The following 162'-9" of wall should remain at 9'-0", measured from the ground.
- For the next 27'-8" of wall, the height should vary from 9'-0" to 6'-0".
- The next 85'-8" of wall should maintain a height of 6'-0", where no variance is required.
- For the final 18'-2" of wall, the height should increase from 6'-0" to 7'-0".
- From there to the front of the lot, the established height of 4'-0" should be followed.

Where the Zoning Ordinance requires:

Sec. 23-81(j)(1): In residential districts all walls, fences and other solid structures shall be **limited to a height of four (4) feet above the lot level from the front property line back to the front building line and a height of six (6) feet elsewhere** on the lot. An exception to this requirement is the waterfront property exception listed below in paragraph (2). Additionally, in the R1 and R1A residential districts driveway gates and their associated columns and supporting structures may be up to six (6) feet in height and architectural features and/or lights may extend another twenty-four (24) inches for a maximum of eight (8) feet in height.

Sec. 23-81(j)(2): **On waterfront property, walls, fences and hedge material shall not exceed four (4) feet in height above the lot level at the point of measurement for at least thirty (30) feet upland from the high water mark**, seawall or bulkhead, except that open wire mesh or chain link fences will be permitted to a vertical height of six (6) feet, providing that no vines or shrubbery shall be permitted on said fences in excess of the aforementioned four-foot vertical measurement. All landscaping material shall be neatly maintained, trimmed and kept in a healthy condition

JUSTIFICATION STATEMENT

Please address the following criteria contained in Section 23-63 of the Zoning Code for Zoning Variance requests:

1. **Special Conditions and Circumstances** – Please describe any special circumstances which are peculiar to the land, structure, or building involved which are not applicable to other lands, structures, or buildings in the same district.

The property's location adjacent to the bridge creates a unique situation, attracting individuals who fish from the bridge or anchor their spin fishing to the nearby rocks. Unfortunately, this leads to unwanted visitors walking down to the property, which is a recurring issue.

2. **Not Self-Created Condition** – Explain how the special conditions and circumstances do not result from the actions of the applicant.

It's essential to note that the property's proximity to the bridge is not a self-created condition. Instead, it's a pre-existing circumstance that we're seeking to address through enhanced safety and privacy measures. Our primary concern is preventing unauthorized entry from the bridge side, ensuring the security and well-being of our family.

3. **No Special Privilege** – Explain how the grant of this variance request will not confer any special privilege upon the applicant that is denied by the zoning ordinance to other lands, structures or buildings in the same district.

While the city has established a maximum wall height code, we believe our situation warrants special consideration. Given the property's unique location next to the bridge, we may require a taller wall to effectively secure our property and prevent potential intruders.

4. **Deprivation of Rights Enjoyed by Others** – Explain how the literal interpretation of the provisions of the zoning ordinance would deprive the applicants of rights commonly enjoyed by other properties in the same district.

If we meet the code requirements, we will still be left with the recurring issue of unauthorized individuals entering the property, which poses security concerns.

5. **Minimum Variance** – Explain how the variance requested is the minimum variance that will make possible the reasonable use of the land, building or structure.

We are requesting a variance for the perimeter wall on the south side of the property to achieve a consistent height that will separate and protect us from heavy traffic, exacerbated by the proximity to the East Ocean Avenue bridge, as well as people walking under the bridge.

6. **Code's Intent** – Explain how the grant of this variance will be in harmony with the general purpose and intent of this ordinance.

When standing inside the house, which is already 10 feet above base level, the perimeter wall extends 4.5 feet above you. In other words, although the wall is 14.5 feet high from the base level, from inside the house it appears to be just 4.5 feet higher than the interior floor. When you step outside, the grade slopes downward away from the house and the perimeter wall reaches a maximum height of six feet (four feet where required by code) above the ground. In part of south-west corner of the property is the wall perceived to be more than six feet high, reaching 9 feet above the terrain close to the south-west end. It is for this portion of 238'-7" Feet of the perimeter wall that we are requesting the variance. Then part of the wall varies height but doesn't exceed 9'.

EXACT LEGAL DESCRIPTION OF PROPERTY:

(Attach if insufficient space)

LOT 15, LESS THE NORTH 5.00 FEET THEREOF, TOGETHER WITH ALL OF LOT 16, HYPOLUXO ISLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 63, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

A variance is needed for the property's perimeter wall on the south side to ensure consistent height separation from heavy traffic and the East Ocean Avenue bridge. This is required to ensure safety and prevent people from entering the property by crossing under or by the side of the bridge.

The requested variance is for specific sections of the wall:

- The southwest end, most exposed due to proximity to the bridge, should be maintained at a height of 14.5' NAVD. This will result in a height range from 9'-0" to 11'-11", measured from the high-water mark and the seawall.
- The following 162'-9" of wall should remain at 9'-0", measured from the ground.
- For the next 27'-8" of wall, the height should vary from 9'-0" to 6'-0".
- The next 85'-8" of wall should maintain a height of 6'-0", where no variance is required.
- For the final 18'-2" of wall, the height should increase from 6'-0" to 7'-0".
- From there to the front of the lot, the established height of 4'-0" should be followed.

We respectfully resubmit this variance application in response to the latest comments from your state contacts and the certified floodplain manager. Adding only minimum fill around the house to achieve support for driveway, landscape and drainage.

We kindly ask that you consider our request and approve the increased wall height. For your reference, we have attached the floor plan and wall location.

As applicable, please provide the name, address and telephone number for the following persons or firms who are involved in this development:

AGENT [if different from Owner(s)]	DEVELOPER
Name: Elmar Benavente	Name:
Company Name: BE Design Associates	Company Name:
Address: 150 E Boca Raton Rd Boca Raton, FL 33432	Address:
Phone: 561-362	Phone:

PLANNER	ARCHITECT
Name:	Name: Joseph D. Pozzuoli
Company Name:	Company Name: BE Design Associates
Address:	Address: 150 E Boca Raton Rd Boca Raton, FL 33432
Phone:	Phone: 561-362-6408
	Florida Registration No.:

ENGINEER	LANDSCAPE ARCHITECT
Name:	Name:
Company Name:	Company Name:
Address:	Address:
Phone:	Phone:
Florida Registration No.:	Florida Registration No.:

SURVEYOR	ATTORNEY
Name:	Name:
Company Name: Landtec Surveying	Company Name:
Address: 840 US HWY 1, Suite 330 North Palm Beach, FL 33408	Address:
Phone: 561-210-9344	Phone:

CURRENT OCCUPANT OF BUILDING OR PROPERTY
Name:
Company Name (If Applicable):
Address:
Phone:

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 including the Comprehensive and Zoning Ordinance. (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



Signature of Applicant

Elmar Benavente

Printed Name of Applicant



Witness

30/Sep/2025

Date:

Applicant is:

____ Owner

____ Optionee

____ Lessee

☒ Agent

____ Contract Purchaser

Address:

150 E BOCA RATON RD

BOCA RATON, FL 33432

Telephone Number: 561-362-6408

Fax Number:

OWNER'S AUTHORIZATION

I/We affirm and certify that ELMAR BENAVENTE, the Applicant, is hereby authorized to represent me/us in all dealings regarding this petition with the Town of Lantana.



Witness



Witness

30/Sep/2025

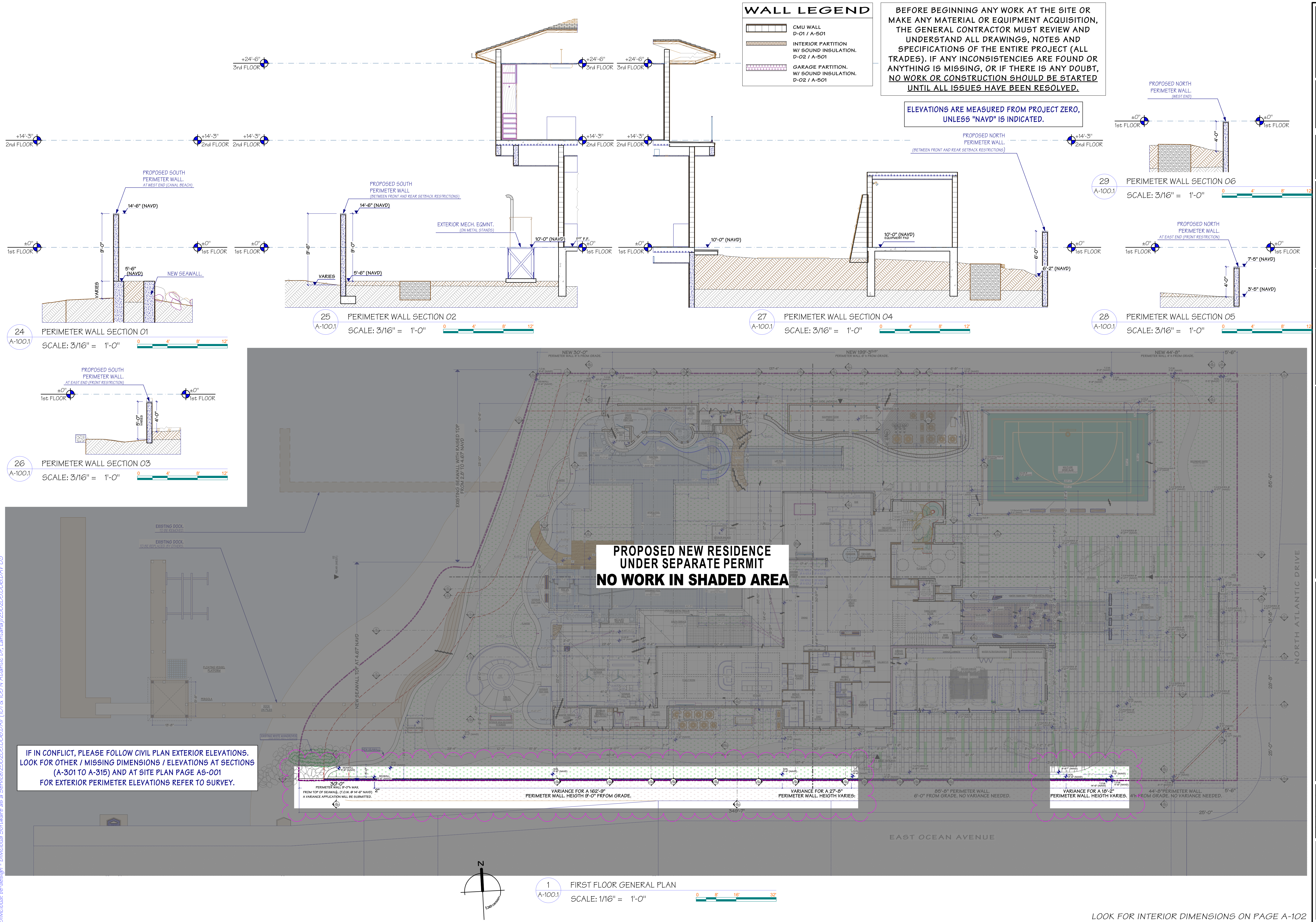
Date:



Signature of Owner

Ana Davie

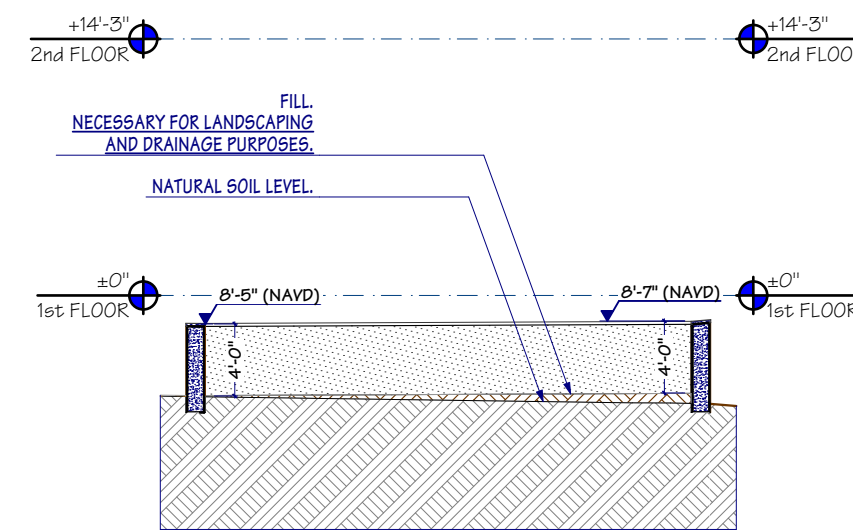
Printed Name of Owner



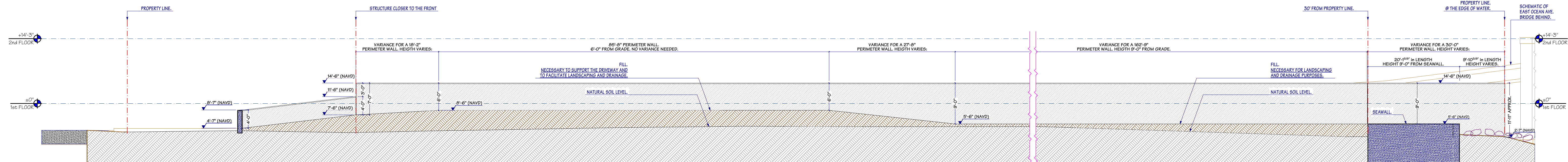
- 30' SW END OF THE PERIMETER WALL: HEIGHT TRANSITIONS FROM 11'-11" TO 9'. PER CODE THE HEIGHT SHOULD BE 4'.
- 162'-9" PERIMETER WALL: HEIGHT 9' MEASURED FROM GRADE. PER CODE THE HEIGHT SHOULD BE 6'.
- 27'-8" PERIMETER WALL: HEIGHT VARIES. PER CODE THE HEIGHT SHOULD BE 6'.
- 18'-2" PERIMETER WALL: HEIGHT VARIES. PER CODE THE HEIGHT SHOULD BE 6'.

[illegible]

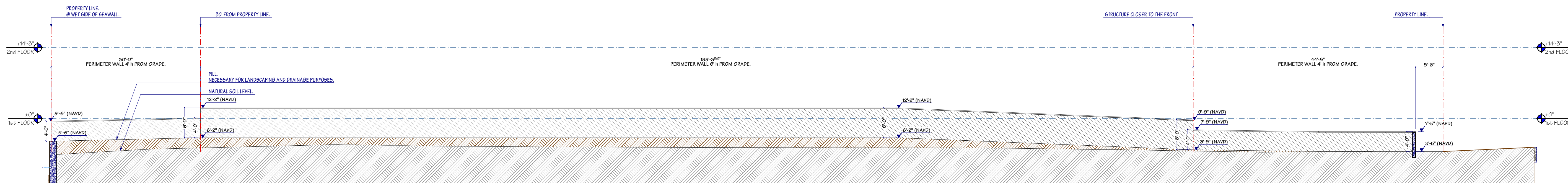
SCALE: $3/32" = 1'-0"$



A-317 SCALE: 3/32" = 1'-0"

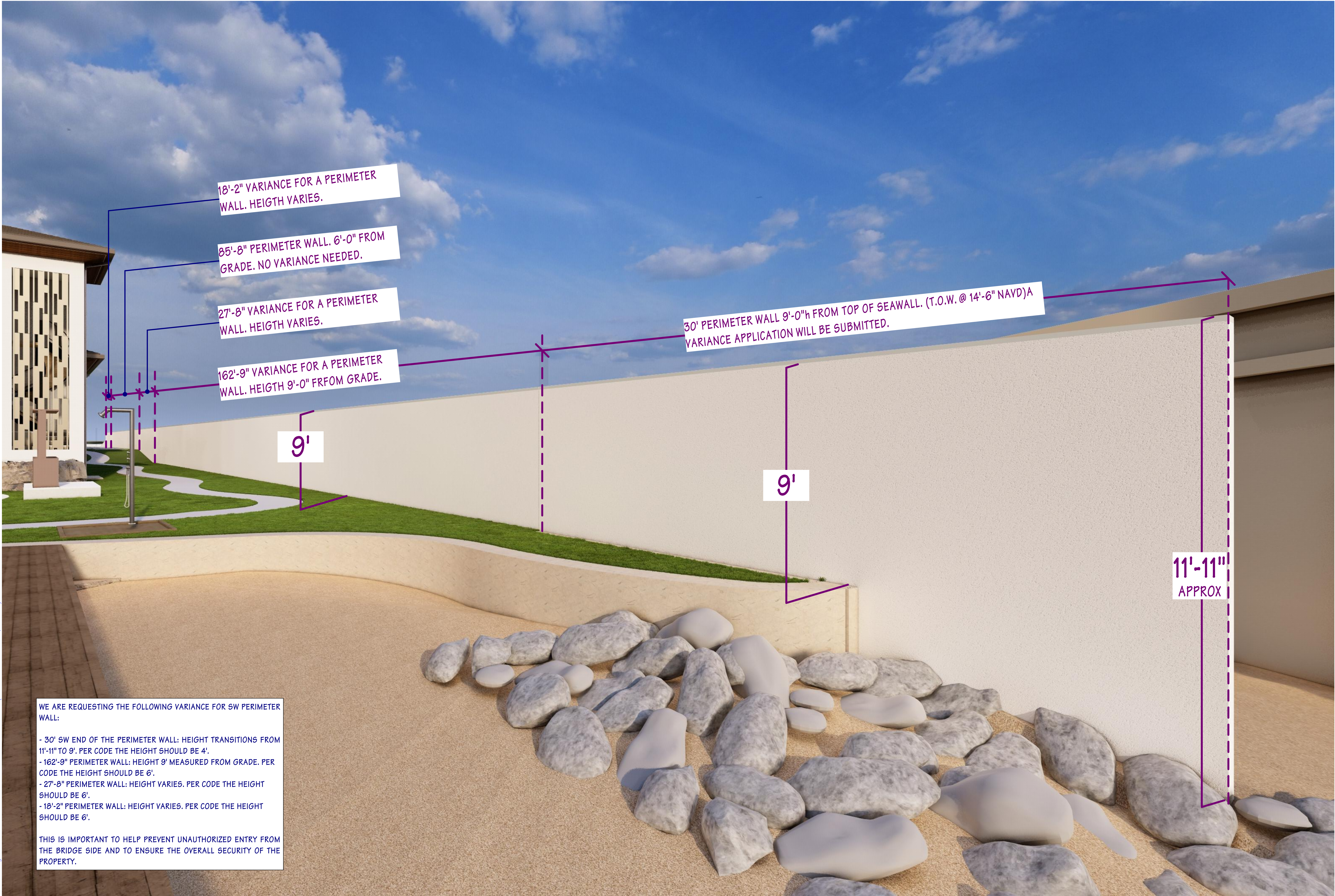


SCALE: 3/32" = 1'-0"



A-317 SCALE: 3/32" = 1'-0"





BIMcloud be-design - BIMcloud Software as a Service/250205.006.DAV (101 & 105 N Atlantic Dr, Lantana) /250205.006.DAV 03

JOSEPH D. POZZUOLI
AR 0013176

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ISSUE / COMMENT	BY	DATE

THIS DRAWING IS ISSUED:	DATE	APPROVAL
FOR BILL SITE ANALYSIS	03/17/2025	
FOR PRELIM DESIGN	03/19/2025	
FOR PRELIM SCHEMATIC DESIGN	03/19/2025	
FOR PRELIM DESIGN DEVELOPMENT	04/21/2025	
FOR PRELIM CONSTRUCTION DOCUMENTS	05/15/2025	
FOR PRELIM CONSTRUCTION DOCUMENTS	06/19/2025	
NOT FOR PRELIM CONSTRUCTION		

JOHN & ANA DAVIE

CUSTOM RESIDENCE

101-105 N Atlantic Dr, LANTANA, FL 33462

150 E Boca Raton Rd,
Boca Raton, Florida 33432

Phone: 561.362.6408

Web: BE-DESIGN.NET

BE

DESIGN

ASSOCIATES, INC. A A 26001227

JOB NO	250205.006.DAV
DRAWING EDITION	250205.006.DAV 03
PRINTING DATE	9/30/2025
DRAWN BY	E.B. - C.P.
RENDERING	

A-05

BIMcloud be-design - BIMcloud Software as a Service/250205.006.DAV (101 & 105 N Atlantic Dr, Lantana) /250205.006.DAV 03

WE ARE REQUESTING THE FOLLOWING VARIANCE FOR SW PERIMETER WALL:

- 30' SW END OF THE PERIMETER WALL: HEIGHT TRANSITIONS FROM 11'-11" TO 9'. PER CODE THE HEIGHT SHOULD BE 4'.
- 162'-9" PERIMETER WALL: HEIGHT 9' MEASURED FROM GRADE. PER CODE THE HEIGHT SHOULD BE 6'.
- 27'-8" PERIMETER WALL: HEIGHT VARIES. PER CODE THE HEIGHT SHOULD BE 6'.
- 18'-2" PERIMETER WALL: HEIGHT VARIES. PER CODE THE HEIGHT SHOULD BE 6'.

THIS IS IMPORTANT TO HELP PREVENT UNAUTHORIZED ENTRY FROM THE BRIDGE SIDE AND TO ENSURE THE OVERALL SECURITY OF THE PROPERTY.

30' PERIMETER WALL 9'-0"h FROM TOP OF SEAWALL. (T.O.W. @ 14'-6" NAVD) A VARIANCE APPLICATION WILL BE SUBMITTED.

162'-9" VARIANCE FOR A PERIMETER WALL. HEIGHT 9'-0" FRFOM GRADE.

27'-8" VARIANCE FOR A PERIMETER WALL. HEIGHT VARIES.

85'-8" PERIMETER WALL. 6'-0" FROM GRADE. NO VARIANCE NEEDED.

18'-2" VARIANCE FOR A PERIMETER WALL. HEIGHT VARIES.

JOSEPH D. POZZUOLI
AR 0013176

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ISSUE / COMMENT	BY	DATE

THIS DRAWING IS ISSUED:	DATE	APPROVAL
FOR PRELIMINARY ANALYSIS	03/17/2025	
FOR PRELIMINARY DESIGN	03/19/2025	
FOR PRELIMINARY DESIGN REVISION	03/19/2025	
FOR PRELIMINARY DESIGN REVISION	04/21/2025	
FOR PRELIMINARY DESIGN REVISION	05/15/2025	
FOR PRELIMINARY DESIGN REVISION	06/19/2025	
FOR PRELIMINARY DESIGN REVISION	06/19/2025	
NOT FOR PRELIMINARY DESIGN		

JOHN & ANA DAVIE

CUSTOM RESIDENCE

101-105 N Atlantic Dr, LANTANA, FL 33462

150 E Boca Raton Rd,
Boca Raton, Florida 33432
Phone: 561.362.6408
Web: BE-DESIGN.NET



JOB NO.	250205.006.DAV
DRAWING EDITION	250205.006.DAV 03
PRINTING DATE	9/30/2025
DRAWN BY	E.B. - C.P.
RENDERING	

A-06



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 7b

PREPARED BY: Nicole Dritz, Development Services Director

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

MEETING DATE: November 10, 2025

AGENDA ITEM: Consideration of a variance request from Sec. 23-134 of the Town Code of Ordinances for the construction of a new dock for the property located at 416 S Lake Dr. **Case No. VAR25-0007**

ISSUE/BACKGROUND:

The property owner of 416 S Lake Dr is proposing to install a new dock. The dock complies with the Town's requirements for width and side setbacks and is proposed to extend approximately 400 feet into the Intracoastal Waterway in order to reach a water depth of three and one-half (3½) feet at mean low tide. Pursuant to the Town Code, docks are generally limited to 100 feet in length; however, Section 23-134(a)(2) allows a greater length where the water depth at the 100-foot mark is less than three (3) and one-half (3½) feet at mean low tide. The need for the additional length has been verified by a water depth survey submitted by the applicant.

Although the proposed length (400 feet) is permitted under the Code based on site-specific depth conditions, the resulting overall dock area is 1,640 square feet, which exceeds the maximum allowable 1,000 square feet established by Section 23-134(a)(1). Therefore, the variance request is limited to the additional dock area attributable to the extended length required to achieve sufficient navigable depth.

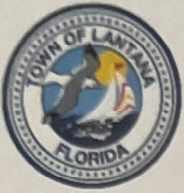
The Planning Commission reviewed the request at its regularly scheduled meeting of October 22, 2025, and recommended approval unanimously. Voting members included Lyn Tate, Rosemary Mouring, Ed Shropshire, Annemarie Joyce, and Michelle Donahue.

ATTACHMENT(S):

1. Application & Backup

SAMPLE MOTION:

I move to (approve)(disapprove) VAR25-0007 for the property located at 416 S Lake Dr.



TOWN OF LANTANA
504 Greynolds Circle
Lantana, FL 33462
(561) 540-5034

VAR25-
CASE #: 0007
SUBMITTAL DATE: 09.05.25

VARIANCE APPLICATION

Property Name: 416 S. Lake Dr.
Property Location (Address): 416 S. Lake Dr. Lantana FL, 33462
Property Control Number (PCN): 40-43-45-03-41-000-0020
Existing Zoning Category: _____

Type of Variance (Circle All that Apply):

☒ Setback (front, side, rear)

☐ Lot (width, coverage, size)

☐ Height

☐ Subdivision Regulations

Other: _____

Property Owner

Name: Kimberly Hernandez
Address: 416 S. Lake Dr
Lantana FL, 33462
Phone: 561.388.3901
Email: _____

Applicant/Agent

☐ Check here if same as owner

Name: Donna Isham
Address: 6867 Duckweed Rd.
Lake Worth FL, 33449
Phone: 561.753.3600
Email: office.docksmore@gmail.com

DO NOT WRITE BELOW THIS LINE

FOR DEPARTMENT USE ONLY

ACCEPTED FOR REVIEW

Town Official: DPEREZ  Date: 09.05.25
Fee(s) Paid: \$750

TOWN ACTION

Town Council: _____ Date: _____
Condition(s) of Approval: _____

GENERAL DATA

Proposed Zoning:

Zoning Allows Dock to be Max 1000 Sq.Ft. We are proposing 1640

Existing Use of Property:

Single Family Home with a Seawall + Dock

Proposed Use of Property:

Single Family Home with a Seawall + Dock

Total Site Area: _____ Sq. Ft. OR .49 Acres

RESIDENTIAL

Total Number of Dwelling Units: _____ | _____
Existing Proposed

Density (Units per Acre): _____ | _____
Existing Proposed

COMMERCIAL

Total Square Footage: _____

Number of Buildings: _____

A variance is requested relative to Section # 23-134(2)(2)/23-134(2)(1) of the Town of Lantana
Zoning Code of Ordinance to allow: allowed 3 1/2' Depth max 1000 Sq.Ft.

A dock to be built more than 1000 Sq.Ft. to reach the
depth of 3 1/2'.

Where the Zoning Ordinance requires:

Max 1000 Sq.Ft. of dock

JUSTIFICATION STATEMENT

Please address the following criteria contained in Section 23-63 of the Zoning Code for Zoning Variance requests:

1. **Special Conditions and Circumstances** – Please describe any special circumstances which are peculiar to the land, structure, or building involved which are not applicable to other lands, structures, or buildings in the same district.

The depth of water where dock is located is shallow and dock has to go out 280' to get to a water depth of 2.50. Code 23-134 (2)(2) says dock can go out to meet 3 1/2' of depth at low tide. This will make total dock footage 1140 Sq. Ft. and Code 23-134 (2)(1) calls for max 1000 Sq. Ft.

2. **Not Self-Created Condition** – Explain how the special conditions and circumstances do not result from the actions of the applicant.

All based on water depth.

3. **No Special Privilege** – Explain how the grant of this variance request will not confer any special privilege upon the applicant that is denied by the zoning ordinance to other lands, structures or buildings in the same district.

Neighbors docks are same distance

4. **Deprivation of Rights Enjoyed by Others** – Explain how the literal interpretation of the provisions of the zoning ordinance would deprive the applicants of rights commonly enjoyed by other properties in the same district.

If they had to limit to 1000 Sq. Ft. they would not be able to moor their boat.

5. **Minimum Variance** – Explain how the variance requested is the minimum variance that will make possible the reasonable use of the land, building or structure.

Proposed work is 4' x 380' Dock walk way leading to a 6' x 20' dock platform to access boat.

6. **Code's Intent** – Explain how the grant of this variance will be in harmony with the general purpose and intent of this ordinance.

By granting this variance the home owners will be closer to the 3 1/2 depth

EXACT LEGAL DESCRIPTION OF PROPERTY:

(Attach if insufficient space)

Granados Estates LT 2

As applicable, please provide the name, address and telephone number for the following persons or firms who are involved in this development:

AGENT [if different from Owner(s)]	DEVELOPER
Name: Donna I. Sham	Name:
Company Name: Docks + More Con	Company Name:
Address: 6867 Duckweed Rd. Lakewood, 33449	Address:
Phone: 561.753.3600	Phone:

PLANNER	ARCHITECT
Name:	Name:
Company Name:	Company Name:
Address:	Address:
Phone:	Phone:
	Florida Registration No.:

ENGINEER	LANDSCAPE ARCHITECT
Name: Chris Croushore	Name:
Company Name: Croushore Engineering Marine	Company Name:
Address: 100 Andros Rd. Palm Springs FL, 33461	Address:
Phone: 561.951.6036	Phone:
Florida Registration No.: FL PE # 74580	Florida Registration No.:

SURVEYOR	ATTORNEY
Name:	Name:
Company Name: Principal Meridian Surveying	Company Name:
Address: 4546 Cambridge St. #1 WPB, FL 33415	Address:
Phone: 561.478.7764	Phone:

CURRENT OCCUPANT OF BUILDING OR PROPERTY
Name:
Company Name (If Applicable):
Address:
Phone:

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 including the Comprehensive and Zoning Ordinance. (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.

Charann Ranceau
Witness

Brittany S. Lane
Witness

9/5/25
Date

[Signature]
Signature of Applicant

Donna S. Isham
Printed Name of Applicant

Applicant is:

☐ Owner

☐ Optionee

☐ Lessee

☒ Agent

☐ Contract Purchaser

Address:

416 S Lake Dr.
Lantana FL, 33462

Telephone Number: 561-753-3600

Fax Number: —

OWNER'S AUTHORIZATION

I/We affirm and certify that Docks 3 More Construction, the Applicant, is hereby authorized to represent me/us in all dealings regarding this petition with the Town of Lantana.

Charann Ranceau
Witness

Ashlyn Johnston
Witness

9/5/25
Date:

[Signature]
Signature of Owner

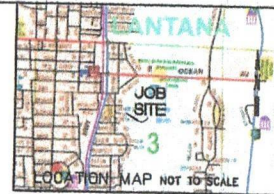
Sudan Infant
Printed Name of Owner

RAMIREZ ESTATES
PLAT BOOK 88, PAGE 82

IRIS AVENUE
30' PUBLIC RIGHT-OF-WAY
PLAT BOOK 9, PAGE 73

SURVEY REPORT
THIS SURVEY BASED ON THE SECOND AMENDED PLAT OF LANTANA, FLA. RECORDED IN PLAT BOOK 9, PAGE 73, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA WHICH SUPERSEDED THE AMENDED PLAT OF LANTANA, FLA. RECORDED IN PLAT BOOK 2, PAGE 11, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE SECOND AMENDED PLAT DEDICATES THE ROADS THEREON TO THE PUBLIC. A FIELD SURVEY OF THE EXISTING MONUMENTATION OF THE RIGHT-OF-WAY OF LAKE DRIVE DETERMINED THE SHOWN RIGHT-OF-WAY SHOWN HEREON. IT IS THE OPINION OF THIS SURVEYOR THAT THE 10 FOOT ROAD AND UTILITY EASEMENT WAS NEVER PART OF THE LOT 3, BLOCK 19, 2ND SECOND AMENDED PLAT OF LANTANA, FLA. UNLESS DEEDED AND OCCURRED BEFORE APRIL 1922. A STUDY OF THE CHAIN OF TITLE/OWNERSHIP BEFORE APRIL 1922 SHOULD REVEAL THE 10 ROADWAY/UTILITY EASEMENT LIES OUTSIDE PROPERTY SURVEYED.

LEGEND:
C = CENTERLINE
C.C.P. = CALCULATED
P = WALLS
C.C. = CONCRETE
O.E. = OVERHEAD ELECTRIC
E = ELEVATIONS
T.M. = TOP OF MALL
D = PROPOSED DRAINAGE



MATCH LINE

LAKE WORTH
100' WIDE

MATCH LINE

LAKE WORTH
100' WIDE

BENCH MARK
NORTH PIN
SANITARY MANHOLE
ELEVATION = 6.08

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Advanced Restoration Ecology

Benthic Resource Survey
416 S Lake Drive
Lantana, FL 33462

Prepared By:

Advanced Restoration Ecology

©ARE
June 2025

This report serves as official documentation of the site conditions made during June 3rd, 2025, at 416 S. Lake Drive, Lantana, FL.

The area reviewed during the benthic survey covered an estimated 32,800 square feet (See attached map) and is located within the Lake Worth Lagoon. The survey consisted of 6 transects and began at 11:15 am and finished at 12:10 pm. High tide for the area occurred at 4:15 am, low tide was at 11:27 am. *Syringodium filiforme* and *Halophila decipiens* were observed during the benthic survey. The resources were observed from a distance of 90' from the seawall out to a distance of 320' from the seawall. Resources were sporadic. Please see the attached survey map. Water depths ranged from 0' and progressed to 3.5' within the survey area (MLW).

Advanced Restoration Ecology (ARE)



Drew Gatewood, MS, PWS
Owner

2-5% *S. filiforme*, 90'-105' from MHWL, 1.5' depth (MLW)

2%-5% *S. filiforme* & *H. decipiens*, 170'-230' from MHWL, 2.5' depth (MLW)

10% *H. decipiens*, 300'-320' from MHWL, 3.5' depth (MLW)

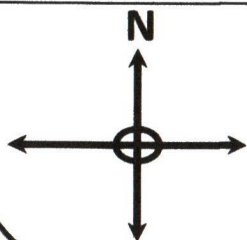


Tidal adjustment for MHW is approximately +2'.

6/3/2025

Resource Map

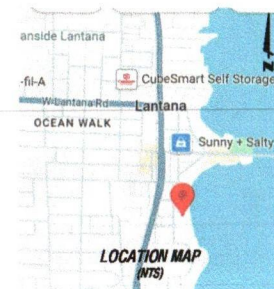
Map Source: PBCPA



**416 S Lake Drive
Lantana, FL 33462**



Advanced Restoration Ecology

[illegible]

GRAPHIC SCALE

1 inch = 20 ft

BOUNDARY, TOPOGRAPHIC AND BATHYMETRIC SURVEY

**INCIPAL MERIDIAN
SURVEYING, Inc.**
LICENSED BUSINESS No. 2261
1546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
OFFICE 561-478-1764

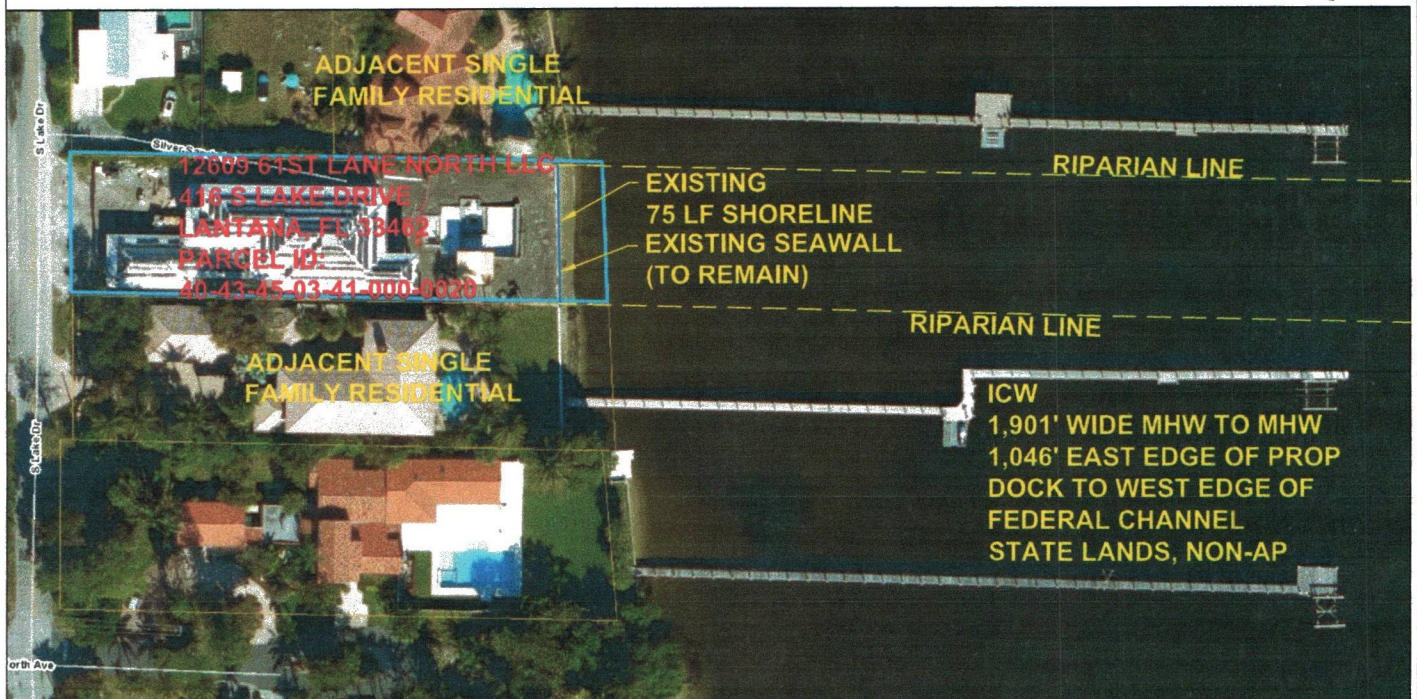
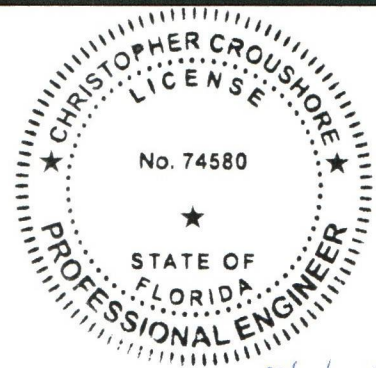


DATE	BY	ASSETS	LIABILITIES	EQUITY
12-31-08	CO	100	0	100
12-31-09	CO	100	0	100
12-31-10	CO	100	0	100
12-31-11	CO	100	0	100
12-31-12	CO	100	0	100
12-31-13	CO	100	0	100
12-31-14	CO	100	0	100
12-31-15	CO	100	0	100
12-31-16	CO	100	0	100
12-31-17	CO	100	0	100
12-31-18	CO	100	0	100
12-31-19	CO	100	0	100
12-31-20	CO	100	0	100
12-31-21	CO	100	0	100
12-31-22	CO	100	0	100
12-31-23	CO	100	0	100
12-31-24	CO	100	0	100
12-31-25	CO	100	0	100
12-31-26	CO	100	0	100
12-31-27	CO	100	0	100
12-31-28	CO	100	0	100
12-31-29	CO	100	0	100
12-31-30	CO	100	0	100
12-31-31	CO	100	0	100
12-31-32	CO	100	0	100
12-31-33	CO	100	0	100
12-31-34	CO	100	0	100
12-31-35	CO	100	0	100
12-31-36	CO	100	0	100
12-31-37	CO	100	0	100
12-31-38	CO	100	0	100
12-31-39	CO	100	0	100
12-31-40	CO	100	0	100
12-31-41	CO	100	0	100
12-31-42	CO	100	0	100
12-31-43	CO	100	0	100
12-31-44	CO	100	0	100
12-31-45	CO	100	0	100
12-31-46	CO	100	0	100
12-31-47	CO	100	0	100
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12-31-71	CO	100	0	100
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12-31-78	CO	100	0	100
12-31-79	CO	100	0	100
12-31-80	CO	100	0	100
12-31-81	CO	100	0	100
12-31-82	CO	100	0	100
12-31-83	CO	100	0	100
1				

DOUG WALTON
PROFESSIONAL LANS LANSFORD AND MAPPER

NOTES

- AERIAL PROVIDED BY PALM BEACH COUNTY PROPERTY APPRAISER
- NEW DOCK APPROX SAME LENGTH AS ADJACENT DOCKS DUE TO LOW WATER DEPTHS
- EXISTING SEAWALL TO REMAIN
- MHW = +0.31' NAVD 88
- MLW = -2.36' NAVD 88



PROPOSED DOCK W/ LIFT
PLAN VIEW - EXISTING CONDITIONS
SCALE 1" = 100'

8/20/25
W. Croushore
CHRISTOPHER R. CROUSHORE, PE
FLORIDA PE # 74580

Croushore Marine Engineering Inc.

100 ANDROS ROAD, PALM SPRINGS, FLORIDA 33461
PH (561) 951-6036
FL CERT OF AUTH #30254

SCALE: 1" = 100'
DATE: 07.01.25
REVISED: 08.01.25
DRAWN BY: CRC

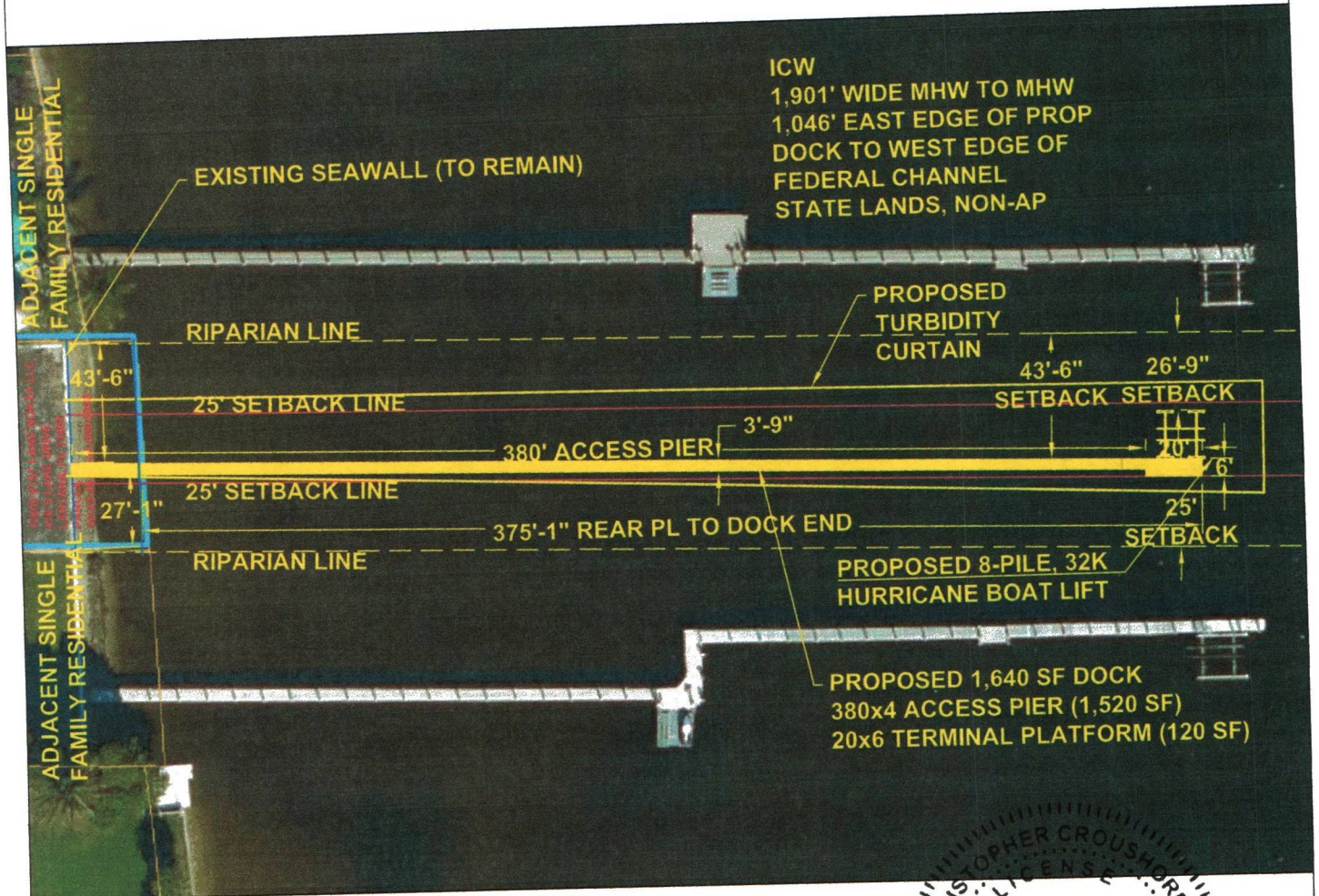
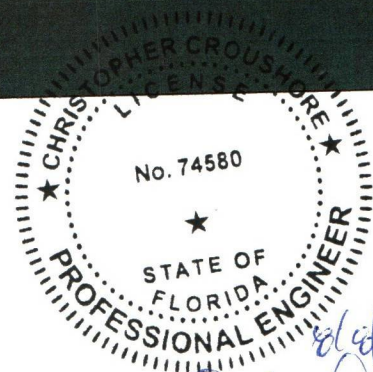
12609 61ST LANE NORTH LLC
416 S LAKE DRIVE
LANTANA, FL 33462
PROPOSED DOCK W/ LIFT
PLAN VIEW - EXISTING CONDITIONS

P-1

SHEET 1 OF 6

NOTES

- AERIAL PROVIDED BY PALM BEACH COUNTY PROPERTY APPRAISER
- TURBIDITY CURTAIN IN PLACE FOR ALL PILE INSTALLATIONS
- NO PORTION OF NEW DOCK TO BE PLACED IN EXCESS OF 3.5' OF WATER AT MLW



PROPOSED DOCK W/ LIFT
PLAN VIEW - PROPOSED CONDITIONS
SCALE 1" = 60'

CHRISTOPHER R. CROUSHORE, PE
FLORIDA PE # 74580

Croushore Marine Engineering Inc.

100 ANDROS ROAD, PALM SPRINGS, FLORIDA 33461
PH (561) 951-6036
FL CERT OF AUTH #30254

SCALE: 1" = 60'
DATE: 07.01.25
REVISED: 08.01.25
DRAWN BY: CRC

12609 61ST LANE NORTH LLC
416 S LAKE DRIVE
LANTANA, FL 33462
PROPOSED DOCK W/ LIFT
PLAN VIEW - PROPOSED CONDITIONS

P-2

SHEET 2 OF 6

NOTES

- DESIGNED USING FBC 8TH EDITION, 2023
- PROPOSED DECKBOARD NOT SHOWN FOR CLARITY

WIND PRESSURE

OPEN STRUCTURE - MONO-SLOPED DECKING

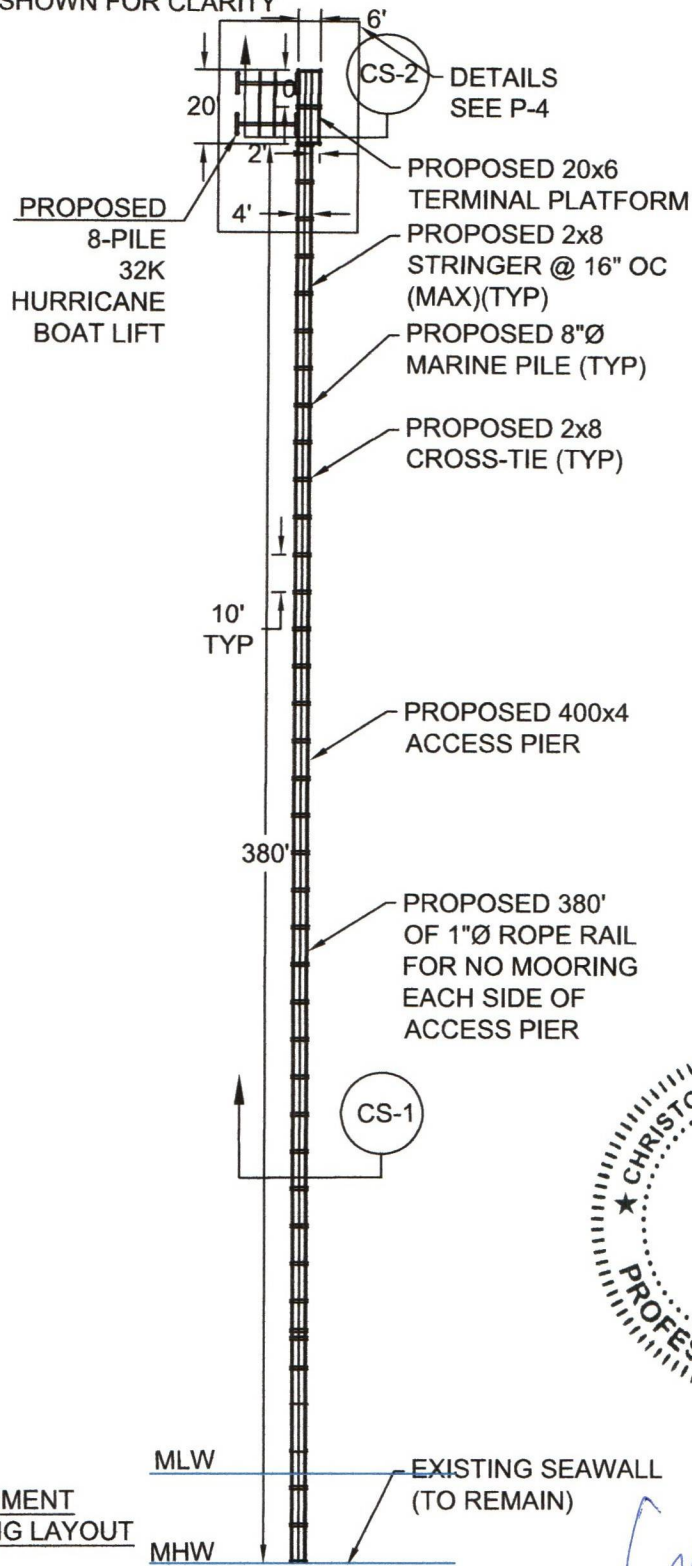
· APPLIED WIND PRESSURE = 53.86 PSF

CONSTANTS USED

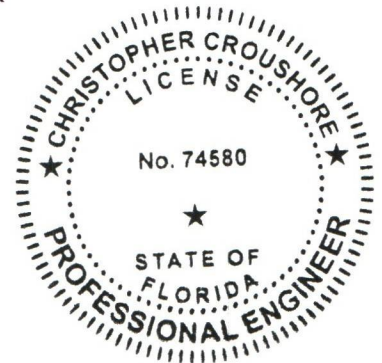
ENCLOSURE CLASSIFICATION =
OPEN STRUCTURE (DOCK)
DIMENSION PERP TO WIND =
6.00 FT
DIMENSION PARALLEL TO WIND (SEGMENTAL) =
10.0 FT
MEAN DOCK HEIGHT (ABOVE WATER) = 5.00 FT
DOCK ANGLE = 0.00 DEG
WIND SPEED, V = 155.0 MPH
EXPOSURE CAT. = D
RISK CATEGORY = 2
WIND DIRECTIONALITY FACTOR = $K_d = 0.85$
TOPOGRAPHIC FACTOR = $K_{zt} = 1.0$
GUST EFFECT FACTOR = $G = 0.85$
INTERNAL PRESSURE COEFFICIENT = $GC_{pi} = 0.55$
PRESSURE CALCULATION IS BASED ON
ASCE 7-22

WIND LOAD CERTIFICATION STATEMENT

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED TO COMPLY WITH THE APPLICABLE BUILDING CODES AS AMENDED, ADOPTED AND ENFORCED BY THE TOWN OF LANTANA BUILDING DEPARTMENT. I ALSO CERTIFY THAT THE COMPONENTS AND RELATED ELEMENTS PROVIDE ADEQUATE RESISTANCE TO THE LOADS APPLIED.



**PROPOSED DOCK REPLACEMENT
PLAN VIEW - PILING/SUB-FRAMING LAYOUT
SCALE 1" = 50'**



CHRISTOPHER R. CROUSHORE, PE
FLORIDA PE # 74580

Croushore Marine Engineering Inc.

100 ANDROS ROAD, PALM SPRINGS, FLORIDA 33461
PH (561) 951-6036
FL CERT OF AUTH #30254

SCALE: 1" = 50'

DATE: 07.01.25

REVISED: 08.01.25

DRAWN BY: CRC

12609 61ST LANE NORTH LLC
416 S LAKE DRIVE
LANTANA, FL 33462

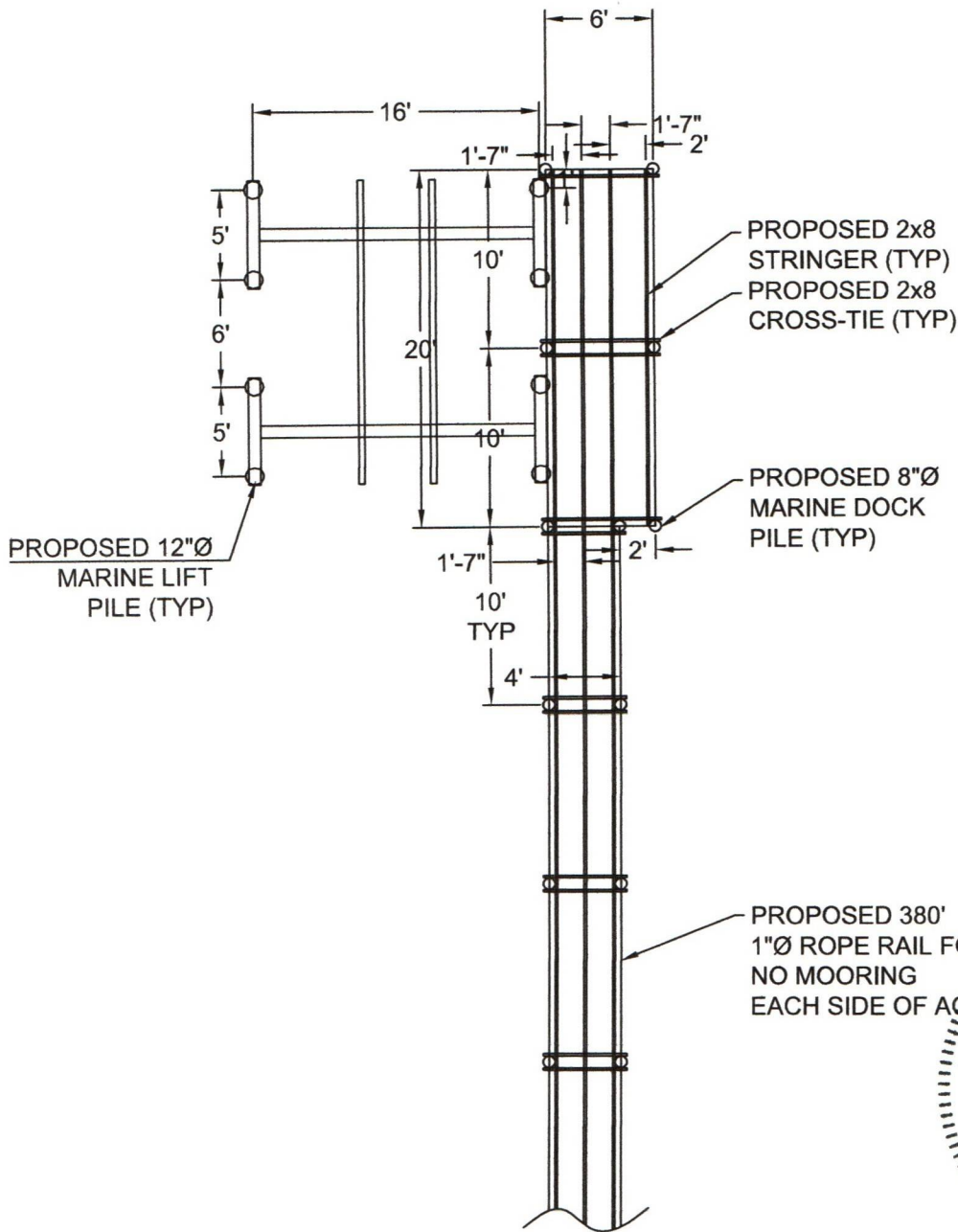
PROPOSED DOCK W/ LIFT
DETAILED PLAN VIEW - PILE LAYOUT

P-3

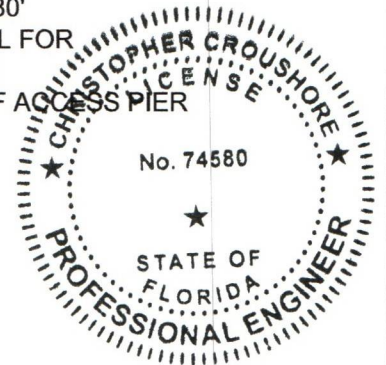
SHEET 3 OF 6

NOTES

- DESIGNED USING FBC 8TH EDITION, 2023
- PROPOSED DECKBOARD NOT SHOWN FOR CLARITY



**PROPOSED DOCK REPLACEMENT
DETAILED PLAN VIEW
PILING/SUB-FRAMING LAYOUT
SCALE 1" = 10'**



6/8/25
WQC
CHRISTOPHER R. CROUSHORE, PE
FLORIDA PE # 74580

Croushore Marine Engineering Inc.

100 ANDROS ROAD, PALM SPRINGS, FLORIDA 33461
PH (561) 951-6036
FL CERT OF AUTH #30254

SCALE: 1" = 10'
DATE: 07.01.25
REVISED: 08.01.25
DRAWN BY: CRC

12609 61ST LANE NORTH LLC
416 S LAKE DRIVE
LANTANA, FL 33462

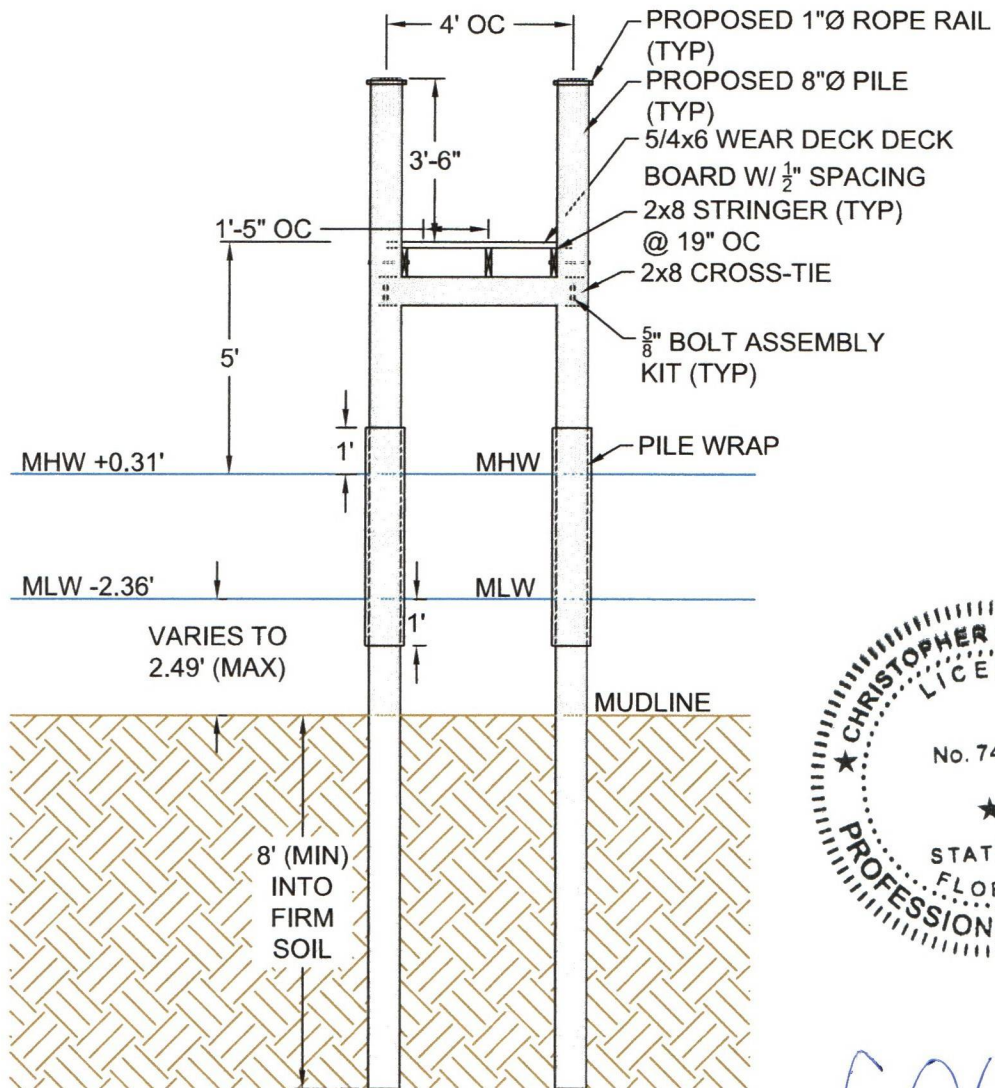
PROPOSED DOCK W/ LIFT
DETAILED PLAN VIEW - TERM PLAT PILE LAYOUT

P-4

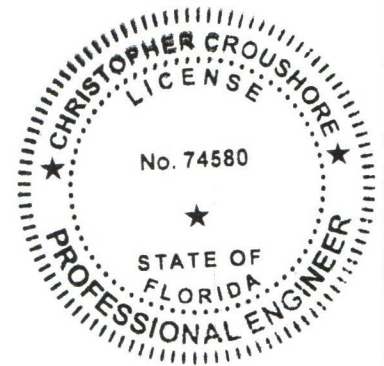
SHEET 4 OF 6

NOTES

- FFE OF ACCESS PIER TO BE EQUAL TO EXISTING CONCRETE SEAWALL TOP OF CAP
- ALL ELEVATIONS SHOWN ARE IN NAVD 88
- PT IS AS FOLLOWS: 2.50 CCA (MARINE PILES), 0.60 CCA (SUB-FRAMING), WEAR DECKING
- ALL WOOD TO BE SYP GRADE 1 OR BETTER
- ALL HARDWARE TO BE SS, UNLESS NOTED
- BOLT ASSEMBLY KIT INCLUDES: $\frac{5}{8}$ " $\varnothing$ BOLT, 1.25" $\varnothing$ (OD) WASHER, HEX NUT
- OUTSIDE STRINGERS CONNECTED TO MARINE PILE W/ (1) BOLT ASSEMBLY KIT
- INSIDE STRINGER CONNECTED TO CROSS-TIE WITH SIMPSON H2.5A
- CROSS-TIES CONNECTED TO MARINE PILE W/ (2) BOLT ASSEMBLY KITS
- WEAR DECKING CONNECTED TO STRINGERS W/ #10 DECK SCREWS, 2 PER BOARD PER STRINGER
- MHW = +0.31', MLW = -2.36'
- ONLY LOW PRESSURE JETTING IS ALLOWED OVER SEAGRASS BEDS
- FOLLOW DOCK CONSTRUCTION GUIDELINES OVER SUBMERGED AQUATIC VEGETATION
- MAINTAIN 1' (MIN) BETWEEN ANY SEAGRASS BLADE AND WORK VESSELS
- 1" $\varnothing$ ROPE RAIL TO PREVENT MOORING. 380' LONG ON BOTH SIDES OF ACCESS PIER



TYPICAL CROSS-SECTION VIEW
ACCESS PIER
SCALE 1" = 4'



CR
CHRISTOPHER R. CROUSHORE, PE
FLORIDA PE # 74580

Croushore Marine Engineering Inc.

100 ANDROS ROAD, PALM SPRINGS, FLORIDA 33461
PH (561) 951-6036
FL CERT OF AUTH #30254

SCALE: 1" = 4'
DATE: 07.01.25
REVISED: 07.10.24
DRAWN BY: CRC

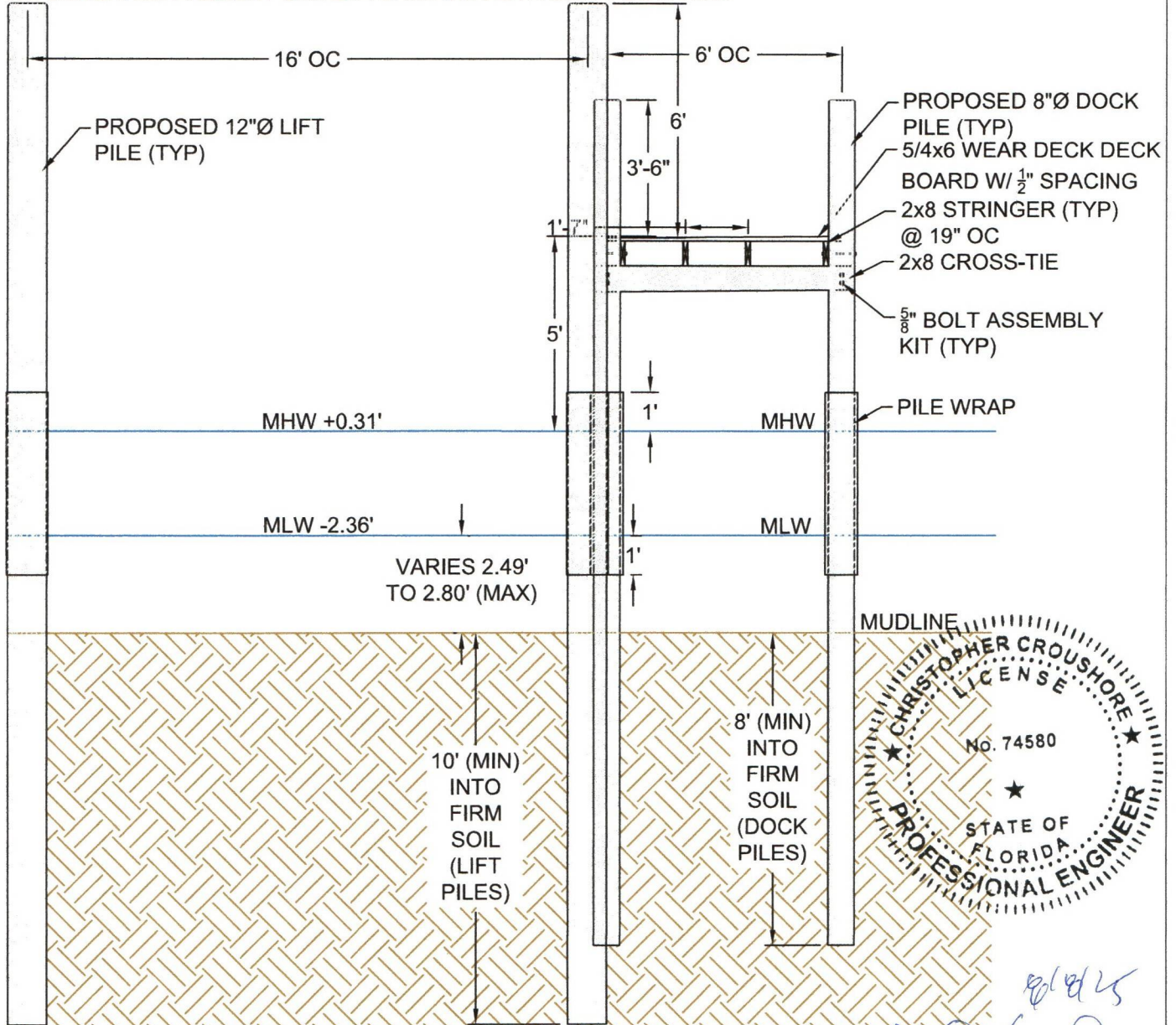
12609 61ST LANE NORTH LLC
416 S LAKE DRIVE
LANTANA, FL 33462
PROPOSED DOCK W/ LIFT
TYP CROSS-SECTION VIEW - ACCESS PIER

CS-1

SHEET 5 OF 6

NOTES

- ALL ELEVATIONS SHOWN ARE IN NAVD 88
- PT IS AS FOLLOWS: 2.50 CCA (MARINE PILES), 0.60 CCA (SUB-FRAMING), WEAR DECKING
- ALL WOOD TO BE SYP GRADE 1 OR BETTER
- ALL HARDWARE TO BE SS, UNLESS NOTED
- BOLT ASSEMBLY KIT INCLUDES: $\frac{5}{8}$ " $\varnothing$ BOLT, 1.25" $\varnothing$ (OD) WASHER, HEX NUT
- OUTSIDE STRINGERS CONNECTED TO MARINE PILE W/ (1) BOLT ASSEMBLY KIT
- INSIDE STRINGER CONNECTED TO CROSS-TIE WITH SIMPSON H2.5A
- CROSS-TIES CONNECTED TO MARINE PILE W/ (2) BOLT ASSEMBLY KITS
- WEAR DECKING CONNECTED TO STRINGERS W/ #10 DECK SCREWS, 2 PER BOARD PER STRINGER
- MHW = +0.31', MLW = -2.36'
- NO SEAGRASS PRESENT UNDER TERMINAL PLATFORM FOOTPRINT



TYPICAL CROSS-SECTION VIEW
TERMINAL PLATFORM
SCALE 1" = 4'

CHRISTOPHER R. CROUSHORE, PE
FLORIDA PE # 74580

Croushore Marine Engineering Inc.

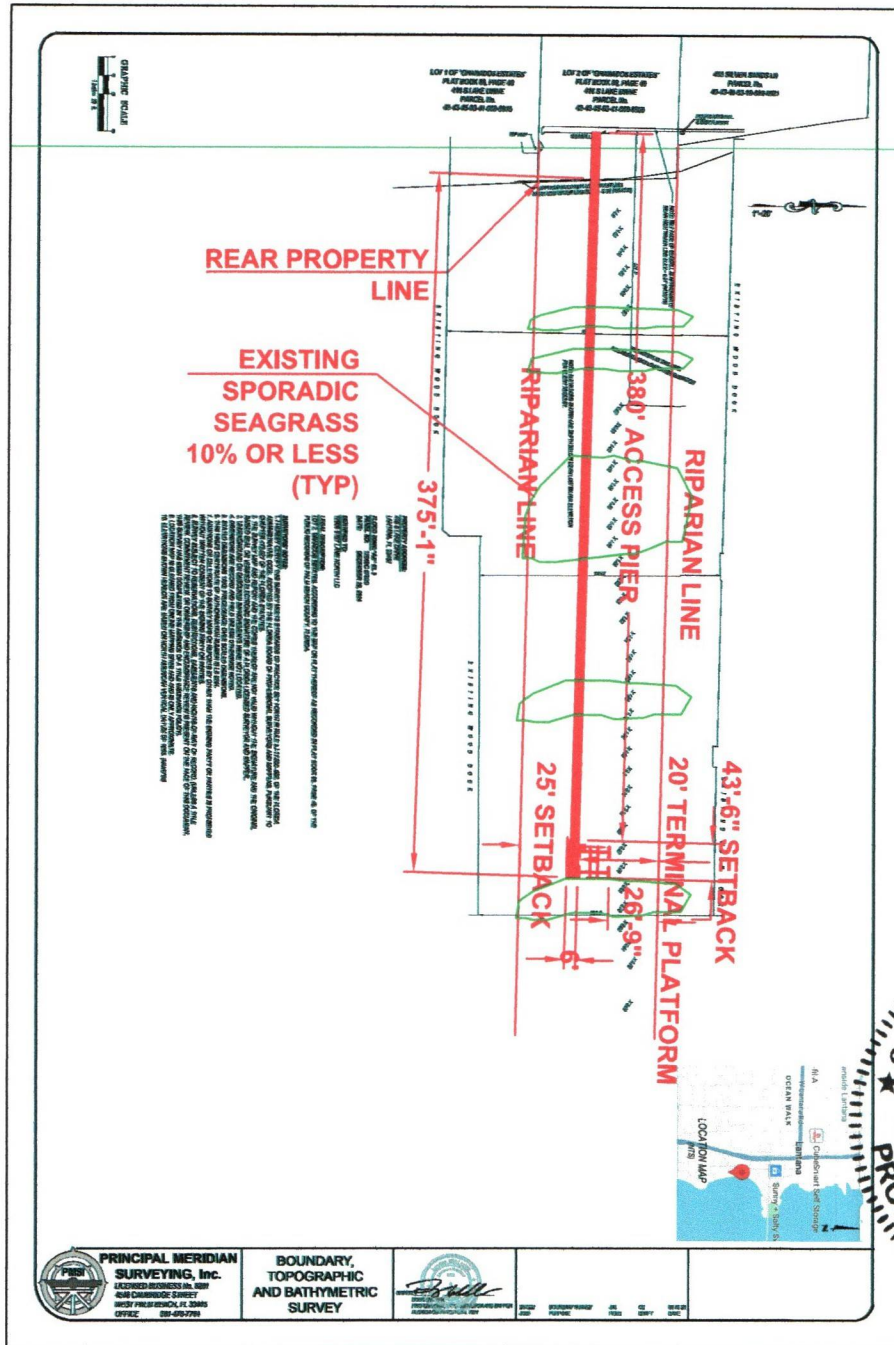
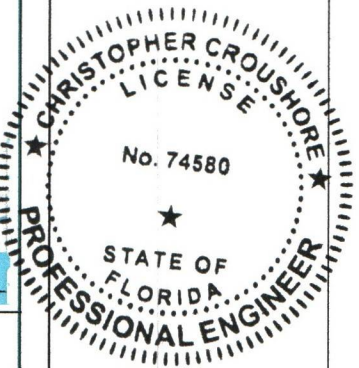
100 ANDROS ROAD, PALM SPRINGS, FLORIDA 33461
PH (561) 951-6036
FL CERT OF AUTH #30254

SCALE: 1" = 4'
DATE: 07.01.25

12609 61ST LANE NORTH LLC
416 S LAKE DRIVE
LANTANA, FL 33462

DRAWN BY: CRC PROPOSED DOCK
TYP CROSS-SECTION VIEW - TERMINAL PLATFORM SHEET 6 OF 6

CS-2



CHRISTOPHER R. CROUSHORE, PE
FLORIDA PE # 74580

Croushore Marine Engineering Inc.

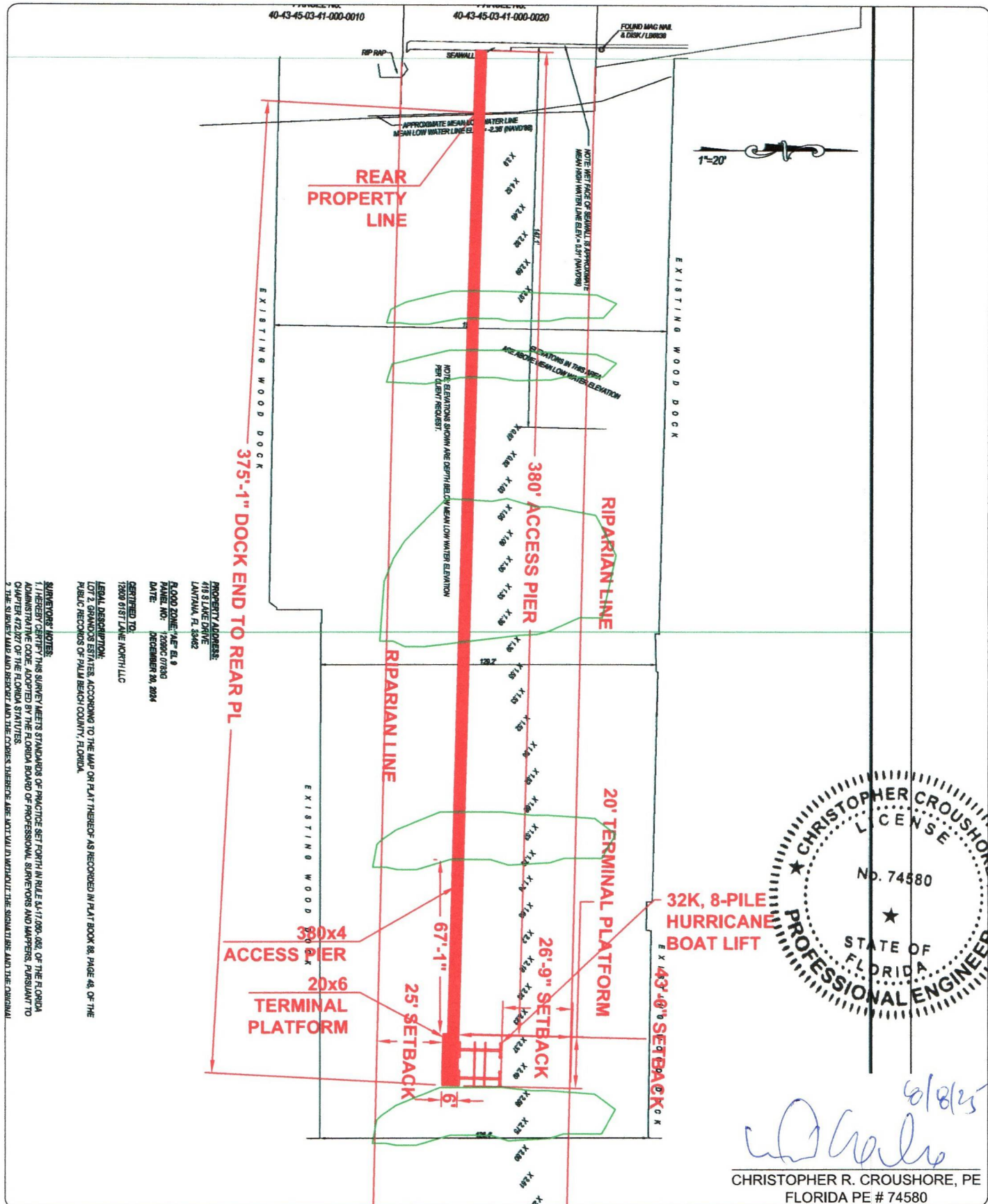
100 ANDROS ROAD, PALM SPRINGS, FLORIDA 33461
PH (561) 951-6036
FL CERT OF AUTH #30254

SCALE: 1" = 100'
DATE: 07.01.25
REVISED: 08.01.25
DRAWN BY: CRC

12609 61ST LANE NORTH LLC
416 S LAKE DRIVE
LANTANA, FL 33462
PROPOSED DOCK W/ LIFT
PLAN VIEW - SURVEY OVERLAY

S-1

SHEET 1 OF 2



Croushore Marine Engineering Inc.

100 ANDROS ROAD, PALM SPRINGS, FLORIDA 33461
PH (561) 951-6036
FL CERT OF AUTH #30254

SCALE: 1" = 50'
DATE: 07.01.25
REVISED: 08.01.25
DRAWN BY: CRC

12609 61ST LANE NORTH LLC
416 S LAKE DRIVE
LANTANA, FL 33462
PROPOSED DOCK W/ LIFT
DETAILED PLAN VIEW - SURVEY OVERLAY

S-2

SHEET 2 OF 2

THIS INSTRUMENT PREPARED BY:
Michael J Posner, Esq.
4420 Beacon Circle
West Palm Beach, Florida 33407
PCN: 40-43-45-03-41-000-0020

WARRANTY DEED

THIS WARRANTY DEED, made and executed as of the **1st day of December 2023**, by and between **Southwind Homes LLC, a Florida limited liability company**, with an address of **6190 Oceanaire Way, Lake Worth, Florida 33467**, hereinafter called the Grantor and **12609 61st Lane North LLC, a Florida limited liability company**, with an address of **712 Lakeside Circle, North Palm Beach, Florida 33408**, hereinafter called the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of Ten (\$10.00) Dollars, and other good and valuable considerations, to be in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in the **County of Palm Beach, State of Florida**, to-wit:

Lot 2, GRANADOS ESTATES, according to the Map or Plat thereof as recorded in Plat Book 88, Page 48, of the Public Records of Palm Beach County, Florida

SUBJECT TO:

1. Taxes for the year **2024** and subsequent years which are not yet due and payable;
2. Covenants, conditions, limitations, and easements of record none of which are intended to be reimposed hereby;
3. Governmental and zoning restrictions; and
4. Purchase money mortgage from Grantee to Grantor.

AND the said Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Manager of the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed, and delivered
in the presence of two (2) witnesses:

Heidi E. Paleno
Print Name: Heidi E. Paleno

Address: 4420 Broom Cir. WPB

John P. Reichard, III

Print Name: John P. Reichard, III

Address: 4420 Broom Cir WPB FL

Southwind Homes LLC,
a Florida limited liability company

By: John P. Reichard, III
John P. Reichard, III, Manager

(Company Seal)

STATE OF FLORIDA; COUNTY OF PALM BEACH) ss:

I HEREBY CERTIFY that on this 1st day of December 2023, sworn to, subscribed and acknowledged before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, by means of ☒ physical presence or ☐ online notarization, by John P. Reichard, III, Manager of Southwind Homes LLC, a Florida limited liability company ☒ to me known to be the person described in or ☐ who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed, on behalf of Southwind Homes LLC.

My Commission Expires:



Heidi E. Paleno
Notary Public, State of Florida



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Alexis A. Lambert
Secretary

Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

August 8, 2025

12609 61st Lane North LLC
c/o Anthony Hernandez
712 Lakeside Circle
North Palm Beach, FL 33408
Sent via e-mail: Ashlyn.docksmore@gmail.com

Re: File No.: 50-0457751-002-EG
File Name: 416 S Lake Drive Lantana Dock and Lift

Dear Mr. Hernandez:

On July 3, 2025, we received your notice of intent to use a General Permit (GP), pursuant to Rule 62-330.427, Florida Administrative Code (F.A.C.) to install a 1,640 sq. ft. dock and boat lift, within Lake Worth Lagoon, a Class III Waters Florida waterbody. The project is located adjacent to 416 S Lake Drive, Lantana (Section 03, Township 45 South, Range 43 East), in Palm Beach County (Latitude N 26°34'52.3650", Longitude W 80°3'1.3160").

Your intent to use a general permit has been reviewed by Department staff for three types of authorizations: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully.

Your project qualifies for all three authorizations. However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

If you have any questions regarding this matter, please contact Julia Meuser at the letterhead address or at (561) 681-6649, Julia.Meuser@Floridadep.gov.

1. Regulatory Review – APPROVED

Based on the forms, drawings, and documents revised with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-330.427, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule 62-330.405,

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F.A.C. (attached), and the specific conditions of Rule 62-330.427, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the GP must be completed within five years from the date the notice to use the GP was received by the Department. If you wish to continue this GP beyond the expiration date, you must notify the Department at least 30 days before its expiration.

Authority for review- Part IV of Chapter 373, F.S., Title 62, F.A.C. and in accordance with the operating agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C.

2. Proprietary Review – GRANTED

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapter 253 of the Florida Statutes (F.S.) and 258, F.S. if located within an aquatic preserve, and Chapters 18-20 and 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a letter of consent under Section 253.77, Florida Statutes, to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Please be advised that any use of sovereign submerged lands without specific prior authorization from the Board of Trustees will be considered a violation of Chapter 253, Florida Statutes and may subject the affected upland riparian property owners to legal action as well as potential fines for the prior unauthorized use of sovereign land.

Authority for review - Chapter 253 F.S., and Chapter 18-21, F.A.C., and Section 62-330.075, F.A.C. as required.

3. Federal Review- APPROVED

Your proposed activity as outlined in your application and attached drawings qualifies for Federal authorization pursuant to the State Programmatic General Permit VI, and a **SEPARATE permit** or authorization **will not be required** from the Corps. Please note that the Federal authorization

expires on July 27, 2026. However, your authorization may remain in effect for up to 1 additional year, if provisions of Special Condition 15 of the SPGP VI-R1 permit instrument are met. You, as permittee, are required to adhere to all General Conditions and Special Conditions that may apply to your project. Special conditions required for your project are attached. A copy of the SPGP VI-R1 with all terms and conditions and the General Conditions may be found online in the Jacksonville District Regulatory Division Sourcebook: (<https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>).

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Additional Information

Please retain this general permit. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;

- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission

under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Palm Beach County, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Danielle C. Sattelberger
Environmental Administrator
Southeast District

Enclosures:

General Conditions for All General Permits, Ch. 62-330.405, F.A.C.
Specific General Permit Rule, Ch. 62-330.427, F.A.C.
Special Consent Conditions
General Conditions for Authorizations for Activities on State-Owned Submerged Lands
Special Conditions for Federal Authorization for SPGP V-R1
General Conditions for Federal Authorization for SPGP V-R1
Project drawings, 6 pages

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

FDEP – Danielle Sattelberger, Julia Meuser
Christopher Croushore, Croushore Marine Engineering Inc., ccroushore@gmail.com
Matt Mitchell, Palm Beach County, Environmental Resources, mmitchell@pbccgov.org

Project No.: 50-0457751-002-EG
Project Name: 416 S Lake Drive Lantana Dock and Lift
Page 6 of 6

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk,
receipt of which is hereby acknowledged.

Marietta Burnso Mannucci 08/08/2025
Clerk Date

62-330.427 General Permit for Docks, Piers and Associated Structures.

(1) A general permit is granted to any person to construct, extend, or remove a dock or pier and associated structures as described below:

(a) A private, single-family pier or dock with up to two boat lifts that, together with all existing structures on the shoreline of the property, does not exceed a total area of 2,000 square feet over surface waters. Such a structure:

1. Shall not accommodate the mooring of more than two vessels, either in the water or on a boat lift. Solely for purposes of this general permit, up to two personal watercraft as defined in section 327.02(33), F.S., may be moored in lieu of either or both allowable vessels of another type. These limits shall not apply to the mooring, storage or other use of the dock or pier by:

a. Non-motor-powered vessels less than 16 feet in length that are stored on or under the dock or pier, or within an authorized mooring area; or

b. Personal watercraft, dinghies or similar small vessels that are stowed out of the water, upon a larger parent vessel that is moored at the dock in compliance with this general permit.

2. Shall be located such that all areas used for vessel mooring and navigational access already provide a minimum depth of two feet below the mean low water level for tidal waters, or two feet below the expected average low water depth for non-tidal waters as determined based on best available information for the water body at the project location; and

3. May include a roof over the vessel mooring areas, boat lifts, and terminal platform, or any portions thereof, subject to the applicable provisions of chapters 253 and 258, F.S., and the rules adopted thereunder. Portions of such roofs that overhang beyond the edge of decked portions of the pier or dock shall be included in the calculation of the total square footage of over-water structure allowed under paragraph (1)(a), above.

(b) A public fishing pier that does not exceed a total area of 2,000 square feet provided the structure is designed and built to discourage boat mooring by elevating the fishing pier to a minimum height of five feet above mean high water or ordinary high water, surrounding the pier with handrails, and installing and maintaining signs that state "No Boat Mooring Allowed."

(2) This general permit shall be subject to the following specific conditions:

(a) Construction or extension of the boat lift, boat mooring locations, or terminal platform, shall not occur over submerged grassbeds, coral communities or wetlands. However, the access walkway portion of the pier may traverse these resources provided it is elevated a minimum of five feet above mean high water or ordinary high water, contains handrails that are maintained in such a manner as to prevent use of the access walkways for boat mooring or access, and does not exceed a width of six feet, or a width of four feet in Aquatic Preserves;

(b) There shall be no structures enclosed by walls, screens, or doors on any side;

(c) The dock or pier will not facilitate vessel rentals, charters, or serve any other commercial purpose;

(d) There shall be no fish cleaning facilities, boat repair facilities or equipment, or fueling facilities on the structures authorized by this general permit. In addition, no overboard discharges of trash, human or animal waste, or fuel shall occur from any structures authorized by this general permit;

(e) This general permit shall not authorize the construction or extension of more than one dock or pier per parcel of land or individual lot. For the purposes of this general permit, multi-family living complexes shall be treated as one parcel of property regardless of the legal division of ownership or control of the associated property; and

(f) Notwithstanding any other provisions of this general permit, the design, construction and

operation of the dock or pier and associated vessels shall not conflict with any manatee protection plan approved and adopted under section 379.2431(2)(t), F.S.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418, 373.426, 403.814(1) FS. History—New 10-3-95, Formerly 62-341.427, Amended 10-1-13, 6-1-18.

62-330.405 General Conditions for All General Permits

The following general permit conditions are binding upon the permittee and are enforceable under Chapter 373, F.S. These conditions do not apply to the general permit in Section 403.814(12), F.S.

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

(2) This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

(3) This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

(5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.

(6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.

(7) This permit shall not be transferred to a third party except pursuant to Rule 62-330.340, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

(8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the permit.

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.

(10) A permittee's right to conduct a specific activity under this general permit is authorized for a duration of five years.

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental*

Protection and Florida Department of Transportation June 2007), available at www.dep.state.fl.us/water/wetlands/docs/erp/FLerosionSedimentManual_6_07.pdf, and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), available at www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf.

(12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:

- (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;
- (b) The maximum width of the construction access area shall be limited to 15 feet;
- (c) All mats shall be removed within 72 hours after the work commences; and
- (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

(13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

(14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.

(15) Except where specifically authorized in a general permit, activities must not:

(a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands;

(b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.; or

(16) If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

(17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

(18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

(a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.

(c) All in-water activities, including vessel operation, must be shutdown if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All on-site project personnel are responsible for observing water-related activities for the presence of listed species.

(d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.

(e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at imperiledspecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

(19) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.

(20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13.

Special Consent Conditions

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.
5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

General Conditions for Authorizations for Activities on State-Owned Submerged Lands:

All authorizations granted by rule or in writing under Rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (i) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under Chapter 253 or 258, Part II, F.S.

(a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

(b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

(c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S. or Chapter 18-14, F.A.C.

(d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

(e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.

(f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

(g) Structures or activities shall not create a navigational hazard.

(h) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

(i) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

(8) Pursuant to Section 253.77(4), F.S., federal, state, or local agencies or political subdivisions, including ports and inland navigation districts, proposing to conduct an activity which qualifies for an exemption under Part IV of Chapter 373, F.S. or Section 403.813(1), F.S., shall be granted a letter of consent or public easement upon receipt of a request and a legal description of the affected land. However, such grant does not release the entity from compliance with other applicable provisions of Chapter 18-18, 18-20 or 18-21, F.A.C.

Rulemaking Authority 253.03(7), 253.73 FS. Law Implemented 253.001, 253.03, 253.141, 253.68, 253.72, 253.74, 253.75, 253.77 FS. History—New 3-27-82, Amended 8-1-83, Formerly 16Q-21.04, 16Q-21.004, Amended 12-25-86, 1-25-87, 3-15-90, 8-18-92, 10-15-98, 12-11-01, 10-29-03, 12-16-03, 3-8-04, 10-27-05, 4-14-08, 9-1-09.

Special Conditions for Federal Authorizations for SPGP VI-R1

1. Authorization, design and construction must adhere to the terms of the SPGP VI instrument including the General Conditions for All Projects, Special Conditions for All Projects, Applicable activity-specific special conditions, Procedure and Work Authorized sections.
2. Design and construction must adhere to the PDCs for In-Water Activities (Attachment 28, from PDCs AP.7 through AP11, inclusive, of JAXBO) (Reference: JAXBO PDC AP.1.).
3. All activities must be performed during daylight hours (Reference: JAXBO PDC AP.6.).
4. For all projects involving the installation of piles, sheet piles, concrete slab walls or boatlift I-beams (Reference Categories A, B and C of JAXBO *PDCs for In-Water Noise from Pile and Sheet Pile Installation*, page 86):
 - a. Construction methods limited to trench and fill, pilot hole (auger or drop punch), jetting, vibratory, and impact hammer (however, impact hammer limited to installing no more than 5 per day).
 - b. Material limited to wood piles with a 14-inch diameter or less, concrete piles with a 24-inch diameter/width or less, metal pipe piles with a 36-inch diameter or less, metal boatlift I-beams, concrete slab walls, vinyl sheet piles, and metal sheet piles.
 - c. Any installation of metal pipe or metal sheet pile by impact hammer is not authorized (Reference: Categories D and E of JAXBO *PDCs for In-Water Noise from Pile and Sheet Pile Installation*, page 86.).
 - d. Projects within the boundary of the NOAA Florida Keys National Marine Sanctuary require prior approval from the Sanctuary (Reference: JAXBO PDCs AP.14 and A1.6).
5. The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" (Attachment 29).
6. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant's/Permittee's behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, and contacting the Florida Master Site File at 850-245-6440 or SiteFile@dos.state.fl.us. The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at

- a. If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245- 6333 and the Corps Regulatory Archeologist at 904-232-3270 to assess the significance of the discovery and devise appropriate actions, including salvage operations. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 C.F.R. § 325.7.
 - b. In the unlikely event that human remains are identified, the remains will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, and the State Archaeologist (850-245-6444) and the Corps Regulatory Archeologist at 904-232-3270 shall immediately be notified. Such activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.
7. The Permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with these laws. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.
 8. Mangroves. The design and construction of a Project must comply with the following (Reference: JAXBO PDCs AP.3 and AP.12.):
 - a. All projects must be sited and designed to avoid or minimize impacts to mangroves.
 - b. Mangrove removal must be conducted in a manner that avoids any unnecessary removal and is limited to the following instances:
 - (1) Removal to install up to a 4-ft-wide walkway for a dock.
 - (2) Removal of mangroves above the mean high water line (MHWL) provided that the tree does not have any prop roots that extend into the water below the MHWL.
 - (3) Mangrove trimming. Mangrove trimming refers to the removal (using hand equipment such as chain saws and/or machetes) of lateral branches (i.e., no alteration of the trunk of the tree) in a manner that ensures survival of the tree.

(a) Projects with associated mangrove trimming waterward of the MHWL are authorized if the trimming: (a) occurs within the area where the authorized structures are placed or will be placed (i.e., removal of branches that overhang a dock or lift), (b) is necessary to provide temporary construction access, and (c) is conducted in a manner that avoids any unnecessary trimming.

(b) Projects proposing to remove red mangrove prop roots waterward of the MHWL are not authorized, except for removal to install the dock walkways as described above.

9. For Projects authorized under this SPGP VI in navigable waters of the U.S., the Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

10. Notifications to the Corps. For all authorizations under this SPGP VI, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:

a. Commencement Notification. Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" form (Attachment 8).

b. Corps *Self-Certification Statement of Compliance* form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the "Self-Certification Statement of Compliance" form (Attachment 9) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

c. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form (Attachment 10).

d. Reporting Address. The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this

(i) If the pile supported structure is currently serviceable, repair and replacement may occur in the same footprint without completion of a benthic survey.

(ii) Boatlifts and minor structures in Monroe County may be installed within existing boat slips without completion of a SAV survey. Boatlift accessory structures, like catwalks, shall adhere to "*Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat*" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) if a SAV survey has not been completed.

(iii) A marginal dock may be constructed a maximum of 5 feet overwater, as measured from the waterward face (wet face) of the seawall).

(b) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is present (including seagrass, tidal freshwater SAV and emergent vegetation), then the pile-supported structure must comply with, or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "*Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat*" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

(i) If the pile supported structure is currently serviceable, repair and replacement may occur in the same footprint without completion of a benthic survey.

(ii) Boatlifts may be installed within existing boat slips without completion of a SAV survey.

(iii) A marginal dock may be constructed a maximum of 5 feet overwater, as measured from the waterward face (wet face) of the seawall).

(c) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is absent (including seagrass, tidal freshwater SAV and emergent vegetation), then no design restrictions are required and boatlifts may include a cover.

(d) A pile supported structure

(i) that is located on a natural waterbody (i.e. outside an artificial waterway that was excavated for boating access and is bordered by residential properties); and

(ii) that is within the range of Johnson's seagrass (the range of Johnson's seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida) but not within Johnson's seagrass critical habitat will be constructed to the following standards:

2. A new dock or dock expansion THEN pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

(iii) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is present (including seagrass, tidal freshwater SAV and emergent vegetation), then pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

20. North Atlantic Right Whale. The attached North Atlantic Right Whale Information Form (Attachment 30) describes the presence of North Atlantic right whales in the area and the Federal regulations governing the approach to North Atlantic right whales. The FDEP or Designee will attach the North Atlantic Right Whale Information Form to their authorizations for any dock project (new construction, repair, or replacement) at a private residence located within 11 nautical miles of an inlet that leads to areas within the known range of North Atlantic right whale. These zones, with an 11 nm radius, are described by the North Atlantic Right Whale Educational Sign Zones, Attachment 7 (from Section 2.1.1.4 of JAXBO, pages 31 and 32, inclusive). (Reference JAXBO PDC A2.4).

21. Educational Signs. For commercial, multi-family, or public facilities, and marine events, signs must be posted as described below (Reference: These replicate JAXBO PDCs A.2.2 and A.2.2.1 to A.2.2.3., inclusive, within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, starting on page 112.):

a. For commercial, multi-family, or public facilities, and marine events, signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must be downloaded and sign installation guidance are available at:
(<https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs>). The signs required to be posted by area are stated below:
<https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs>

- (1) All projects in Florida shall use the Save Sea Turtle, Sawfish, and Dolphin sign.

These signs shall include contact information to the sea turtle and marine mammal stranding networks and smalltooth sawfish encounter database.

(2) Projects within the North Atlantic right whale educational sign zone shall post the Help Protect North Atlantic Right Whales sign.

(3) On the east coast of Florida, projects located within the St. Johns River and those occurring north of the St. Johns River to the Florida-Georgia line shall post the Report Sturgeon sign. On the west coast of Florida, projects occurring from the Cedar Key, Florida north to the Florida-Alabama line.

22. Monofilament Recycling Bins. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided as described below (Reference: The below replicates PDC A.2.3 within the table PDCs Specific to Activity 2 – Pile Supported Structures and Anchored Buoys, the PDC itself on page 113 of the JAXBO.):

a. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:

(1) Be constructed and labeled according to the instructions provided at <http://mrrp.myfwc.com>.

(2) Be maintained in working order and emptied frequently (according to <http://mrrp.myfwc.com> standards) so that they do not overflow.

23. Lighting for docks installed within visible distance of ocean beaches. If lighting is necessary, then turtle-friendly lighting shall be installed. Turtle-friendly lighting is explained and examples are provided on the Florida Fish and Wildlife Conservation Commission website: <http://myfwc.com/wildlifehabitats/managed/sea-turtles/lighting/> (Reference: JAXBO PDC A2.8.).

24. Construction Location. Project construction shall take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited (Reference: JAXBO PDC A2.9.).

25. Aids to Navigation (ATONs). ATONs must be approved by and installed in accordance with the requirements of the U.S. Coast Guard (i.e., 33 C.F.R., chapter I, subchapter C, part 66, Section 10 of the Rivers and Harbors Act, and any other pertinent requirements) (Reference: JAXBO PDC A2.5.).

26. Aids to Navigation (ATONs) in Acropora critical habitat. The distance from ATONs to

ESA-listed corals and Acropora critical habitat (Attachment 20) shall ensure there are no impacts to the corals or the essential feature of Acropora critical habitat from the movement of buoys and tackle. The appropriate distance shall be based on the size of the anchor chain or other tackle to be installed to secure the buoy to its anchor, particularly when the design of the ATON does not prohibit the contact of tackle with the marine bottom. In all cases, buoy tackle will include flotation to ensure there is no contact between the anchor chain or line and the marine bottom (Reference: JAXBO PDC A2.10.).

27. Within Loggerhead sea turtle critical habitat (Reference: JAXBO PDC A2.15.):

(1) ATONs (pile-supported and anchored buoys) are allowed in nearshore reproductive habitat of the Northwest Atlantic Distinct Population Segment (NWA DPS) of loggerhead sea turtle critical habitat.

(2) No other pile-supported structures are allowed in nearshore reproductive habitat.

General Conditions for All Projects:

1. The time limit for completing the work authorized ends on July 27, 2026.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form (Attachment 10) and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization.

- a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal projects.

2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or Construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

- 3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
- 4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.
7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.

Department of the Army Permit Transfer for SPGP VI-R1

PERMITEE: _____

PERMIT NUMBER: _____ DATE: _____

ADDRESS/LOCATION OF PROJECT:

(Subdivision) (Lot) (Block)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Branch, Post Office Box 4970, Jacksonville, FL 32232-0019.

(Transferee Signature) (Date)

(Name Printed)

(Street address)

(Mailing address)

(City, State, Zip Code)

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com/manatee). One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

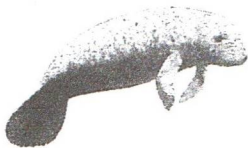
IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:

Wildlife Alert:



1-888-404-FWCC(3922)

cell *FWC or #FWC



UNITED STATES DEPARTMENT OF
COMMERCE

National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE

Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

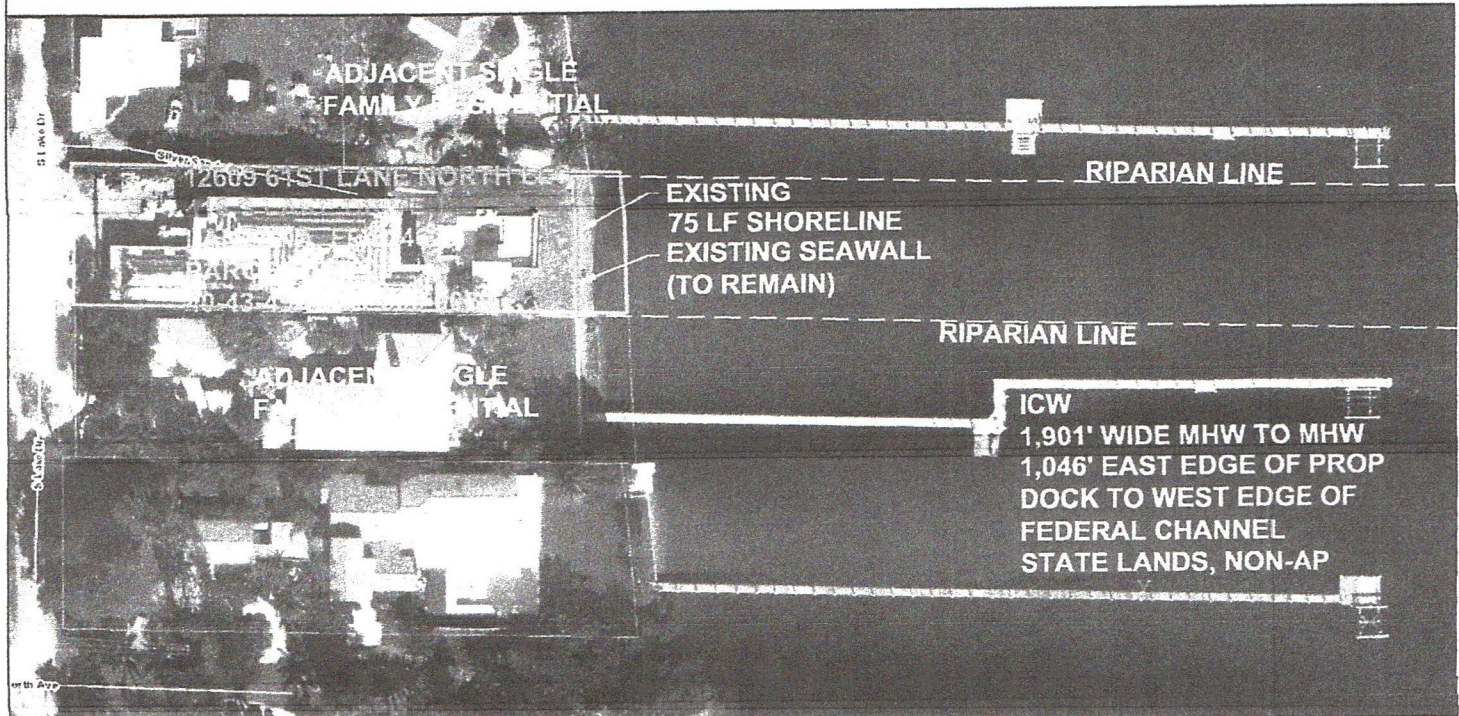
- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.

- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.
- h. Any collision(s) with and/or injuries to any whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (727-824-5312).
- i. Reports to NMFS's Protected Resources Division (PRD) may be made by email to takereport.nmfs@noaa.gov.
- j. Sea turtle and marine stranding/rescue organizations' contact information is available by region at <http://www.nmfs.noaa.gov/pr/health/networks.htm>.
- k. Smalltooth sawfish encounters shall be reported to <http://www.flmnh.ufl.edu/fish/sharks/sawfish/sawfishencounters.html>.
- l. All work must occur during daylight hours.



NOTES

- AERIAL PROVIDED BY PALM BEACH COUNTY PROPERTY APPRAISER
- NEW DOCK APPROX SAME LENGTH AS ADJACENT DOCKS DUE TO LOW WATER DEPTHS
- EXISTING SEAWALL TO REMAIN
- MHW = +0.31' NAVD 88
- MLW = -2.36' NAVD 88



Signed by:



DocuSigned by:

Christopher Croushore

BB5AEF7D9E96435...

CHRISTOPHER R. CROUSHORE, PE
FLORIDA PE # 74580

"THIS DOCUMENT HAS BEEN SIGNED AND SEALED BY
CHRISTOPHER CROUSHORE, FL PE #74580.
PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED, THE SIGNATURE
MUST BE VERIFIED ON ELECTRONIC DOCUMENTS."

PROPOSED DOCK W/ LIFT
PLAN VIEW - EXISTING CONDITIONS
SCALE 1" = 100'

Croushore Marine Engineering Inc.

100 ANDROS ROAD, PALM SPRINGS, FLORIDA 33461
 PH (561) 951-6036
 FL CERT OF AUTH #30254

SCALE: 1" = 100'
 DATE: 07.01.25
 REVISED: 08.01.25
 DRAWN BY: CRC

12609 61ST LANE NORTH LLC
 416 S LAKE DRIVE
 LANTANA, FL 33462

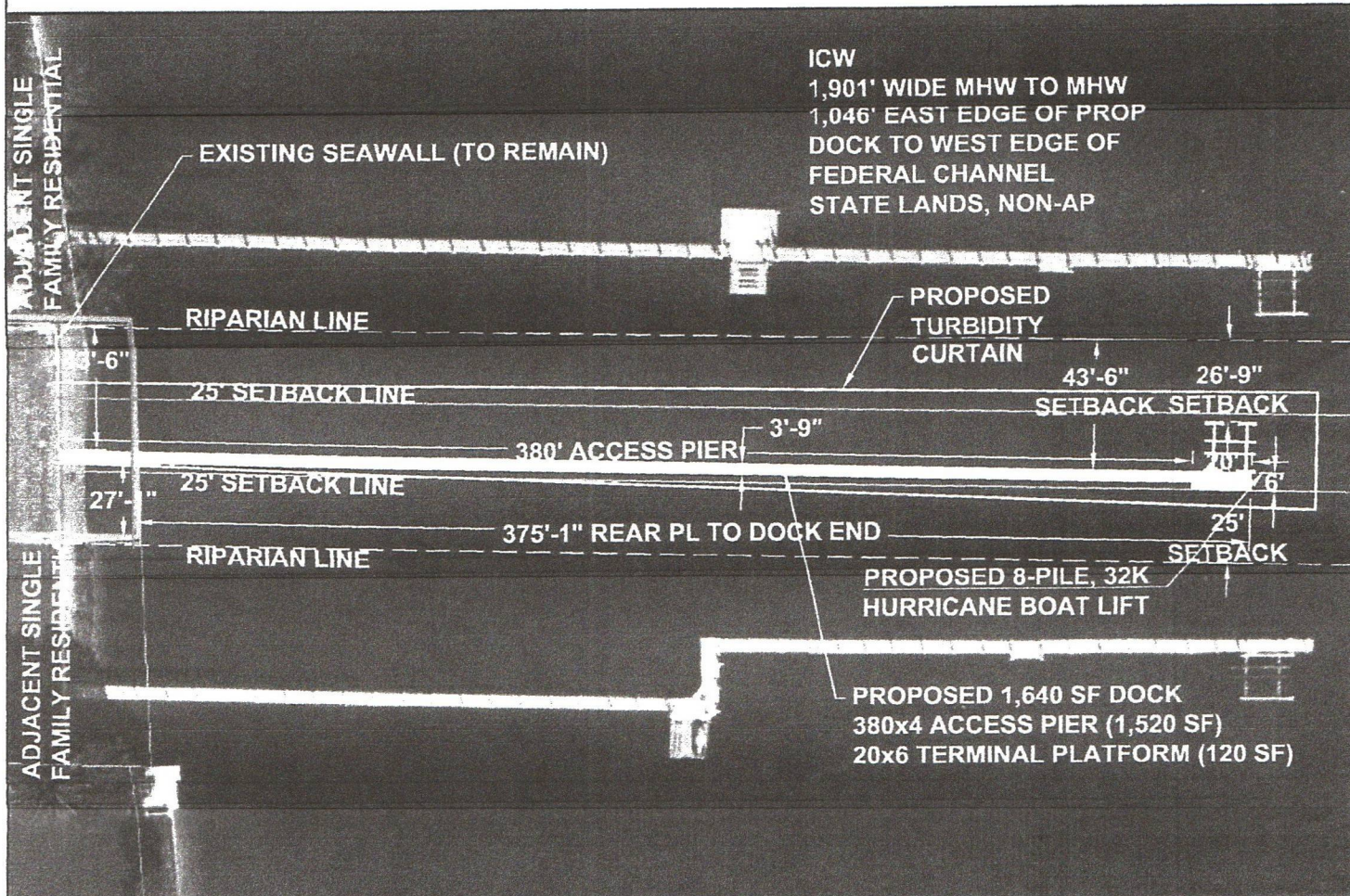
PROPOSED DOCK W/ LIFT
 PLAN VIEW - EXISTING CONDITIONS

P-1

SHEET 1 OF 8

NOTES

- AERIAL PROVIDED BY PALM BEACH COUNTY PROPERTY APPRAISER
- TURBIDITY CURTAIN IN PLACE FOR ALL PILE INSTALLATIONS
- NO PORTION OF NEW DOCK TO BE PLACED IN EXCESS OF 3.5' OF WATER AT MLW



Signed by



DocuSigned by:

Christopher Croushore

BB5AEF7D9E96435...

CHRISTOPHER R. CROUSHORE, PE
FLORIDA PE # 74580

THIS DOCUMENT HAS BEEN SIGNED AND SEALED BY
CHRISTOPHER CROUSHORE, FL PE #74580.
PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED. THE SIGNATURE
MUST BE VERIFIED ON ELECTRONIC DOCUMENTS.

PROPOSED DOCK W/ LIFT
PLAN VIEW - PROPOSED CONDITIONS
SCALE 1" = 60'

Croushore Marine Engineering Inc.

100 ANDROS ROAD, PALM SPRINGS, FLORIDA 33461
PH (561) 951-6036
FL CERT OF AUTH #30254

SCALE: 1" = 60'
DATE: 07.01.25
REVISED: 08.01.25
DRAWN BY: GRC

12609 61ST LANE NORTH LLC
416 S LAKE DRIVE
LANTANA, FL 33462

PROPOSED DOCK W/ LIFT
PLAN VIEW - PROPOSED CONDITIONS

P-2

SHEET 2 OF 6

NOTES

- DESIGNED USING FBC 8TH EDITION, 2023
- PROPOSED DECKBOARD NOT SHOWN FOR CLARITY

WIND PRESSURE

OPEN STRUCTURE - MONO-SLOPED DECKING

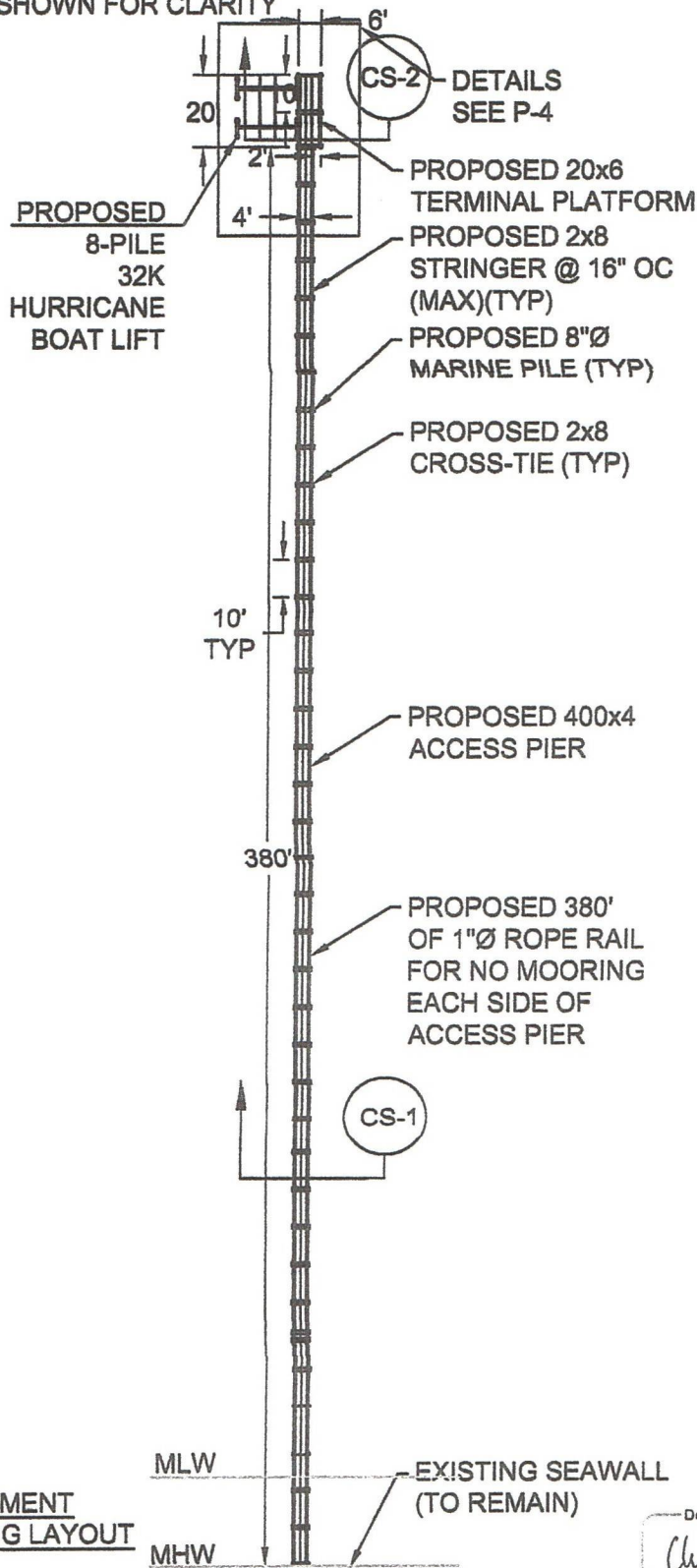
- APPLIED WIND PRESSURE = 53.86 PSF

CONSTANTS USED

ENCLOSURE CLASSIFICATION =
OPEN STRUCTURE (DOCK)
DIMENSION PERP TO WIND =
6.00 FT
DIMENSION PARALLEL TO WIND (SEGMENTAL) =
10.0 FT
MEAN DOCK HEIGHT (ABOVE WATER) = 5.00 FT
DOCK ANGLE = 0.00 DEG
WIND SPEED, V = 155.0 MPH
EXPOSURE CAT. = D
RISK CATEGORY = 2
WIND DIRECTIONALITY FACTOR = $K_d = 0.85$
TOPOGRAPHIC FACTOR = $K_{zt} = 1.0$
GUST EFFECT FACTOR = $G = 0.85$
INTERNAL PRESSURE COEFFICIENT = $G_{Cpi} = 0.55$
PRESSURE CALCULATION IS BASED ON
ASCE 7-22

WIND LOAD CERTIFICATION STATEMENT

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED TO COMPLY WITH THE APPLICABLE BUILDING CODES AS AMENDED, ADOPTED AND ENFORCED BY THE TOWN OF LANTANA BUILDING DEPARTMENT. I ALSO CERTIFY THAT THE COMPONENTS AND RELATED ELEMENTS PROVIDE ADEQUATE RESISTANCE TO THE LOADS APPLIED.



**PROPOSED DOCK REPLACEMENT
PLAN VIEW - PILING/SUB-FRAMING LAYOUT**

SCALE 1" = 50'

THIS DOCUMENT HAS BEEN SIGNED AND SEALED BY
CHRISTOPHER CROUSHORE, FL PE #74580.
PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED, THE SIGNATURE
MUST BE VERIFIED ON ELECTRONIC DOCUMENTS.

Signed by:



DocuSigned by:

Christopher Croushore

B85AEF7D9E96435...

CHRISTOPHER R. CROUSHORE, PE
FLORIDA PE # 74580

Croushore Marine Engineering Inc.

100 ANDROS ROAD, PALM SPRINGS, FLORIDA 33461
PH (561) 951-6036
FL CERT OF AUTH #30254

SCALE: 1" = 50'

DATE: 07.01.25

REVISED: 08.01.25

DRAWN BY: CRC

12609 61ST LANE NORTH LLC
416 S LAKE DRIVE
LANTANA, FL 33462

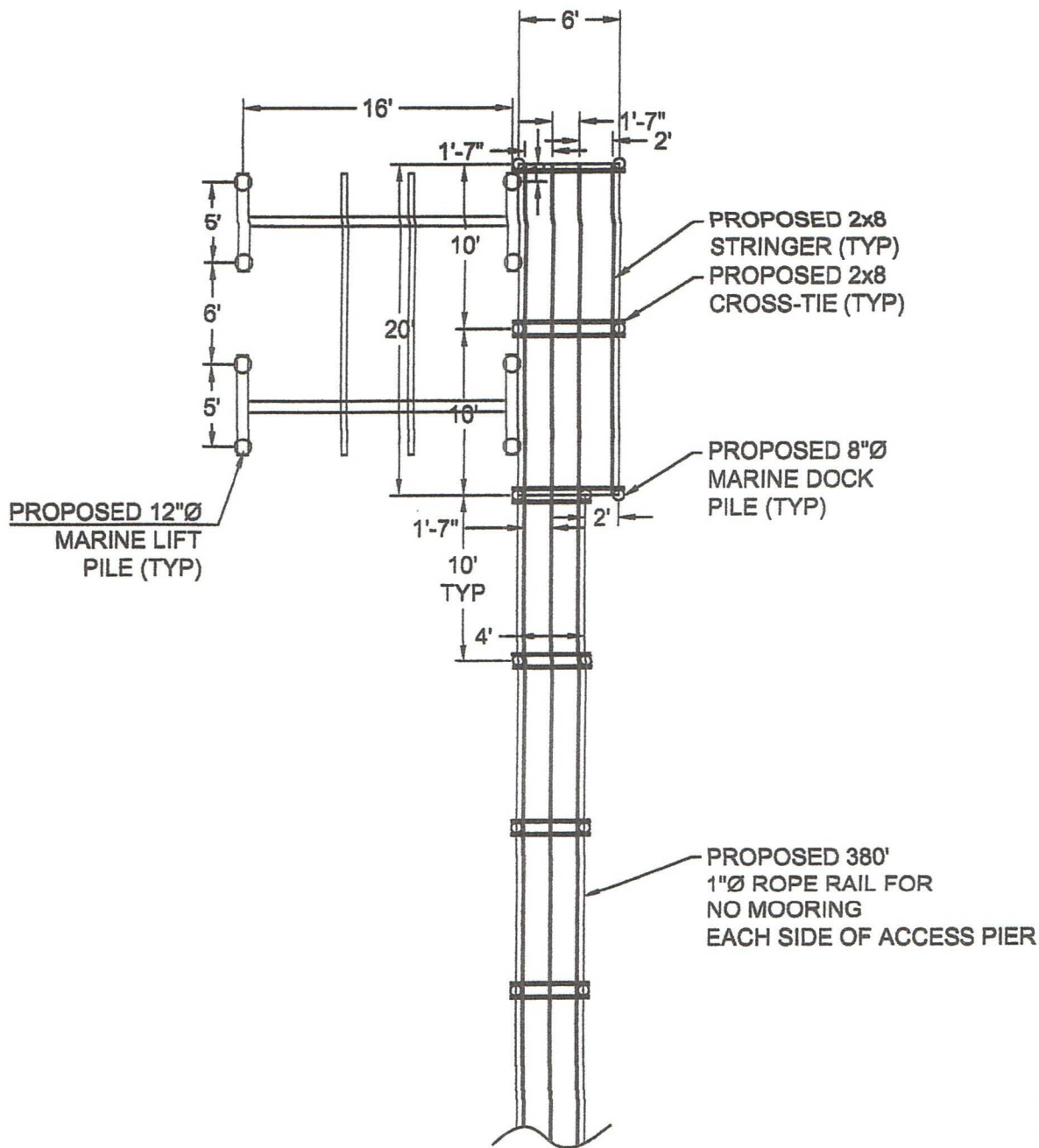
PROPOSED DOCK W/ LIFT
DETAILED PLAN VIEW - PILE LAYOUT

P-3

SHEET 3 OF 8

NOTES

- DESIGNED USING FBC 8TH EDITION, 2023
- PROPOSED DECKBOARD NOT SHOWN FOR CLARITY



**PROPOSED DOCK REPLACEMENT
DETAILED PLAN VIEW
PILING/SUB-FRAMING LAYOUT
SCALE 1" = 10'**

THIS DOCUMENT HAS BEEN SIGNED AND SEALED BY
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Signed by



DocuSigned by:

Christopher Croushore

BB5AEF7D9E96435...

CHRISTOPHER R. CROUSHORE, PE
FLORIDA PE # 74580

Croushore Marine Engineering Inc.

100 ANDROS ROAD, PALM SPRINGS, FLORIDA 33461
PH (561) 951-6036
FL CERT OF AUTH #30254

SCALE: 1" = 10'
DATE: 07.01.25
REVISED: 08.01.25
DRAWN BY: CRC

12609 61ST LANE NORTH LLC
416 S LAKE DRIVE
LANTANA, FL 33462

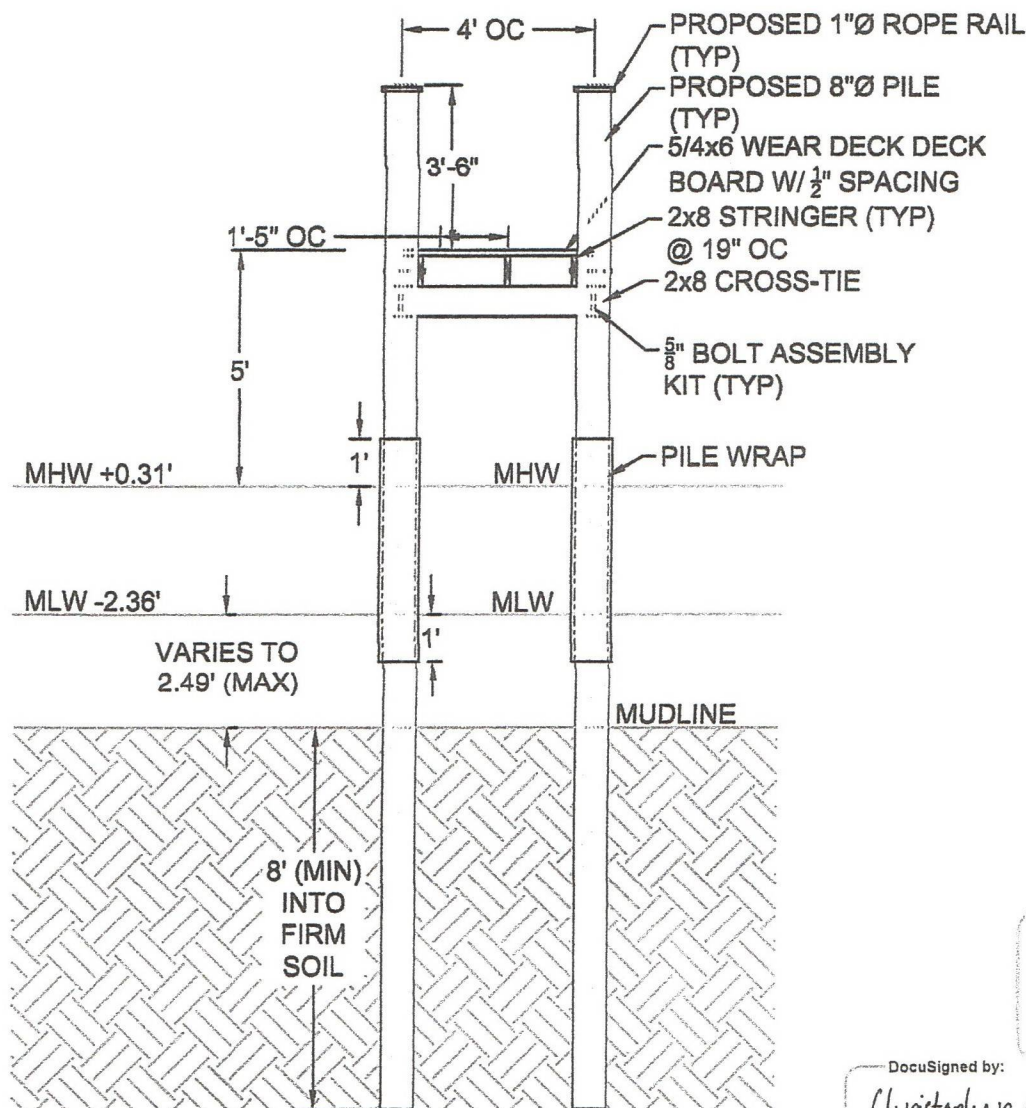
PROPOSED DOCK W/ LIFT
DETAILED PLAN VIEW - TERM PLAT PILE LAYOUT

P-4

SHEET 4 OF 6

NOTES

- FFE OF ACCESS PIER TO BE EQUAL TO EXISTING CONCRETE SEAWALL TOP OF CAP
- ALL ELEVATIONS SHOWN ARE IN NAVD 88
- PT IS AS FOLLOWS: 2.50 CCA (MARINE PILES), 0.60 CCA (SUB-FRAMING), WEAR DECKING
- ALL WOOD TO BE SYP GRADE 1 OR BETTER
- ALL HARDWARE TO BE SS, UNLESS NOTED
- BOLT ASSEMBLY KIT INCLUDES: $\frac{3}{8}$ " $\varnothing$ BOLT, 1.25" $\varnothing$ (OD) WASHER, HEX NUT
- OUTSIDE STRINGERS CONNECTED TO MARINE PILE W/ (1) BOLT ASSEMBLY KIT
- INSIDE STRINGER CONNECTED TO CROSS-TIE WITH SIMPSON H2.5A
- CROSS-TIES CONNECTED TO MARINE PILE W/ (2) BOLT ASSEMBLY KITS
- WEAR DECKING CONNECTED TO STRINGERS W/ #10 DECK SCREWS, 2 PER BOARD PER STRINGER
- MHW = +0.31', MLW = -2.36'
- ONLY LOW PRESSURE JETTING IS ALLOWED OVER SEAGRASS BEDS
- FOLLOW DOCK CONSTRUCTION GUIDELINES OVER SUBMERGED AQUATIC VEGETATION
- MAINTAIN 1' (MIN) BETWEEN ANY SEAGRASS BLADE AND WORK VESSELS
- 1" $\varnothing$ ROPE RAIL TO PREVENT MOORING. 380' LONG ON BOTH SIDES OF ACCESS PIER



TYPICAL CROSS-SECTION VIEW
ACCESS PIER
SCALE 1" = 4'

Signed by:



DocuSigned by:

Christopher Croushore

BB5AEF7D9E96435...

CHRISTOPHER R. CROUSHORE, PE
FLORIDA PE # 74580

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Croushore Marine Engineering Inc.

100 ANDROS ROAD, PALM SPRINGS, FLORIDA 33461
PH (561) 951-6036
FL CERT OF AUTH #30254

SCALE: 1" = 4'
DATE: 07.01.25
REVISED: 07.10.24
DRAWN BY: CRC

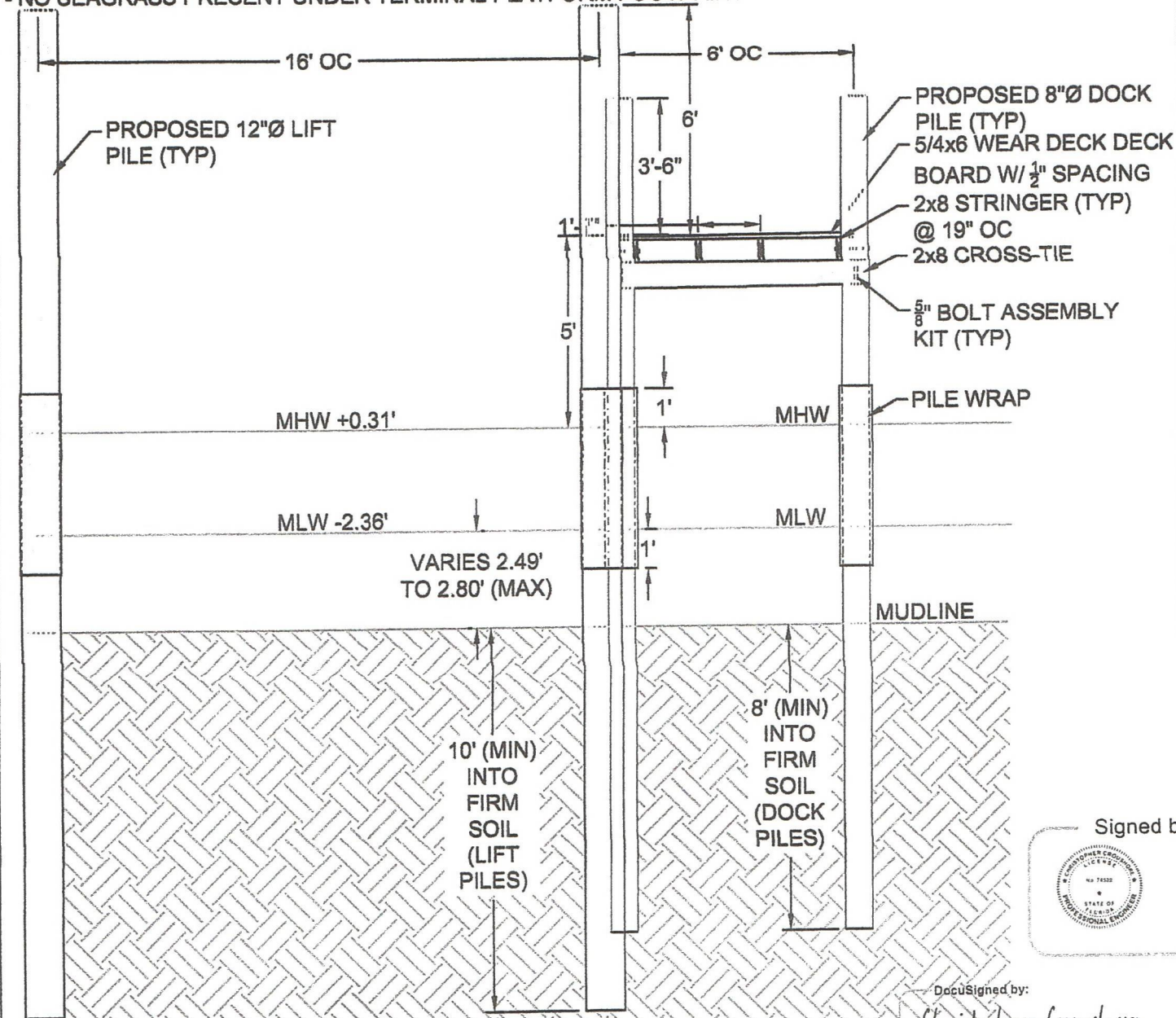
12609 61ST LANE NORTH LLC
416 S LAKE DRIVE
LANTANA, FL 33462
PROPOSED DOCK W/ LIFT
TYP CROSS-SECTION VIEW - ACCESS PIER

CS-1

SHEET 5 OF 8

NOTES

- ALL ELEVATIONS SHOWN ARE IN NAVD 88
- PT IS AS FOLLOWS: 2.50 CCA (MARINE PILES), 0.60 CCA (SUB-FRAMING), WEAR DECKING
- ALL WOOD TO BE SYP GRADE 1 OR BETTER
- ALL HARDWARE TO BE SS, UNLESS NOTED
- BOLT ASSEMBLY KIT INCLUDES: 5/8"Ø BOLT, 1.25"Ø (OD) WASHER, HEX NUT
- OUTSIDE STRINGERS CONNECTED TO MARINE PILE W/ (1) BOLT ASSEMBLY KIT
- INSIDE STRINGER CONNECTED TO CROSS-TIE WITH SIMPSON H2.5A
- CROSS-TIES CONNECTED TO MARINE PILE W/ (2) BOLT ASSEMBLY KITS
- WEAR DECKING CONNECTED TO STRINGERS W/ #10 DECK SCREWS, 2 PER BOARD PER STRINGER
- MHW = +0.31', MLW = -2.36'
- NO SEAGRASS PRESENT UNDER TERMINAL PLATFORM FOOTPRINT



TYPICAL CROSS-SECTION VIEW
TERMINAL PLATFORM
SCALE 1" = 4'

Signed by:



DocuSigned by:

Christopher Croushore
BB5AEF7D9E96435...

CHRISTOPHER R. CROUSHORE, PE
FLORIDA PE # 74580

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Croushore Marine Engineering Inc.

100 ANDROS ROAD, PALM SPRINGS, FLORIDA 33461
PH (561) 951-6036
FL CERT OF AUTH #30254

SCALE: 1" = 4'
DATE: 07.01.25

DRAWN BY: CRC

12609 61ST LANE NORTH LLC
416 S LAKE DRIVE
LANTANA, FL 33462

PROPOSED DOCK
TYP CROSS-SECTION VIEW - TERMINAL PLATFORM

CS-2

SHEET 6 OF 6



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8a

PREPARED BY: Kathleen Dominguez, CMC, Town Clerk

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

MEETING DATE: November 10, 2025

AGENDA ITEM: Consideration of a three-year renewal agreement with Granicus, LLC (Granicus) for Agenda Management Software Solutions (for an aggregate cost of \$71,015.83) through a piggyback agreement with the National Cooperative Purchasing Alliance (NCPA) Contract #01-115.

ISSUE/BACKGROUND:

In 2022, the Town entered into a three-year agreement for agenda management software and additional services with Granicus, by piggybacking the NCPA Contract #01-115. As that agreement nears its end, staff recommends renewing it under the same terms and conditions, as previously reviewed and approved by the Town Attorney. Granicus' new three-year service agreement would be for the continued use of essential agenda management software, live streaming, closed-captioning services, and 24/7 customer support, and would be secured through a piggyback agreement under the NCPA Contract #01-115 (on file with the Town Clerk and available upon request). The three-year aggregate cost of the agreement is \$71,015.83, and will be structured as follows:

- **Year 1:** \$21,598.49, budgeted in the FY 2025/26 budget
- **Year 2:** \$23,758.34, would be budgeted in the FY 2026/27 budget
- **Year 3:** \$25,659.00, would be budgeted in the FY 2027/28 budget

Furthermore, staff has completed a thorough review and comparison of Granicus's services against a competing platform and prefers to continue our partnership with Granicus, as we are satisfied with the current level of service, reliability, and support for all four (4) of the service components referenced above. Unlike its competitor, Granicus has a dedicated support team for its meeting streaming services, making it the superior and more reliable platform capable of meeting our operational needs.

ATTACHMENT(S):

1. FL_Lantana FL_Q-493671_2025OCT24.pdf

SAMPLE MOTION:

I move to (approve) (disapprove) entering into a three-year agreement renewal with Granicus, LLC, for agenda management software solutions in an amount not to exceed \$71,015.83 and to authorize the Town Manager to execute the agreement and any amendments thereto.

Procurement Vehicle: NCPA (01-115) In Support of: Lantana, FL

ORDER DETAILS

Prepared By: Daniel Oliveros
Phone:
Email: daniel.oliveros@granicus.com
Order #: Q-493671
Prepared On: 24 Oct 2025
Expires On: 12 Dec 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription
End Date: 12 Dec 2025
Period of Performance: 13 Dec 2025 - 12 Dec 2026

The subscription includes the following domain(s) and subdomain(s):
www.lantana.org

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Peak Agenda Management	Annual	1 Each	\$9,095.63
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$0.00
Recurring Captioning Services	Annual	45 Hours	\$7,831.35
Open Platform Suite	Annual	1 Each	\$0.00
GovMeetings Live Cast	Annual	1 Each	\$4,671.51
Send Agenda (Peak)	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
SUBTOTAL:			\$21,598.49

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	13 Dec 2026 - 12 Dec 2027	13 Dec 2027 - 12 Dec 2028
Peak Agenda Management	\$10,005.19	\$10,805.61
Granicus Encoding Appliance Software (GT)	\$0.00	\$0.00
Recurring Captioning Services	\$8,614.49	\$9,303.64
Open Platform Suite	\$0.00	\$0.00
GovMeetings Live Cast	\$5,138.66	\$5,549.75
Send Agenda (Peak)	\$0.00	\$0.00
govDelivery for Integrations	\$0.00	\$0.00
SUBTOTAL:	\$23,758.34	\$25,659.00

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
Peak Agenda Management	Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes: <ul style="list-style-type: none">• Unlimited user accounts• Unlimited meeting bodies and meeting types• Access to up to one (1) Peak Agenda Management site
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Recurring Captioning Services	Live closed captioning. <ul style="list-style-type: none">• All Meetings will incur one hour minimum.• Cancellations within 24 hrs. will be charged 1 hour minimum.• Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum.• Real Time Captions are provided at an 98% accuracy readability rating• Recurring Caption hours not used in the period of performance will not carry over to the following year.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
GovMeetings Live Cast	govMeetings Live Cast provides the ability to manage public meetings from anywhere, on almost any device using cloud based software and a Granicus Live Cast encoder. It will stream public meetings in HD, allow users to live index items, record and publish minutes, and provide archive videos for on-demand viewing.
Send Agenda (Peak)	Send Agenda is dependent on an active subscription to the relevant

Solution	Description
	govMeetings agenda.
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - o Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - o Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
 - o Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
 - o Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
 - o Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

THIRD PARTY DISCLAIMER

Closed Captioning and Meeting Services: *Client and Granicus may agree that a third party will provide closed captioning, transcription services, or other meeting services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.*

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-493671 dated 24 Oct 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Lantana, FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and Conditions of the Agreement 01-115 effective 08 DEC 2020 between Granicus and NCPA govern this Quote and are incorporated herein by reference, including the Master Agreement and all exhibits thereto.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	☐ - No ☐ - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-493671 dated 24 Oct 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Lantana, FL	
Signature:	
Name:	
Title:	
Date:	



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8b

PREPARED BY: Jerry Darr, Assistant Utilities Director

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

MEETING DATE: November 10, 2025

AGENDA ITEM: Consideration of entering into a contract with Hinterland Group, LLC., by piggybacking Charlotte County's annual contract for Stormwater Collection System Rehabilitation in the amount of \$132,824. Funding for this project was approved in the FY 2025/26 Stormwater and Flooding Improvement Fund Budget.

ISSUE/BACKGROUND:

Staff recommends entering into a contract with Hinterland Group, LLC, for stormwater collection system cleaning, CCTV analysis, and pipelining in the Sea Pines subdivision by piggybacking the existing contract with Charlotte County, Florida, in the amount of \$132,824. This requirement was recommended in the Stormwater and Wastewater Facilities Condition Assessment Capital Improvement Plan as prepared by Mathews Consulting in 2014 and reverified during a 2021 system analysis.

The project will provide a much-needed upgrade to approximately 870 linear feet of the stormwater collection system pipe of various sizes. This rehabilitation is vital to moving stormwater from the streets and swales to the Sea Pines stormwater basin, where a pump station was recently put in operation. Funding for this project was included in the FY 2025/26 Stormwater and Flooding Improvement Fund Budget. The existing contract with Charlotte County referenced above is on file with the Town Clerk and available for inspection upon request. The Town Attorney has reviewed and approved the agreement for legal sufficiency.

ATTACHMENT(S):

1. Proposal 24-0132-01 Lantana Sea Pines.pdf
2. Town of Lantana Piggyback Letter.pdf
3. 25-439 Notice of Acceptance - SIGNED.pdf
4. Hinterland Agreement 11-5-25.pdf

SAMPLE MOTION:

I move to (approve) (deny) the contract with Hinterland Group, LLC., by piggybacking the existing contract with Charlotte County, Florida, for Stormwater Collection System Rehabilitation in the amount of \$132,824, and authorize the Town Manager to execute the same and any amendments thereto.



PROPOSAL # 24-0132-01

Hinterland Group Inc.
2051 West Blue Heron Blvd
Riviera Beach, FL 33404
Info@HinterlandGroup.com

4/30/2025

Town of Lantana
Attn: Eddie Crockett, Public Services Director
ecrockett@lantana.org
561-540-5753

Lantana - Sea Pines CIPP

Item	Description	Qty	Unit	Unit Price	Extended Price
1a.	TV Survey: Pre and Post Construction Survey	870	LF	\$ 15.00	\$13,050.00
2	Warranty	870	LF	\$ 20.00	\$17,400.00
5a	Heavy Cleaning, 16"-29"	870	LF	\$ 10.00	\$8,700.00
6	15" CIPP 7.5mm	284	LF	\$ 71.00	\$20,164.00
7	18" CIPP 9mm	586	LF	\$ 85.00	\$49,810.00
50	Disposal of Materials	60	CY	\$ 235.00	\$14,100.00
51	Mobilization	1	EA	\$ 9,600.00	\$9,600.00

Grand Total: \$132,824.00

Exclusions from Scope:

1. Permitting and Bonding
2. Any major MOT required (road closures, lane closures, detours, etc.)
3. Sizes shown on plans are assumed to be correct
4. This quote does not provide any bypass or manhole lining
5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.
6. Any other work not specifically listed in inclusions above
7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By:

Jake Crowe
jcrowe@hinterlandgroup.com
Office: (561) 640-3503
Mobile: 803-309-7487

Accepted By: _____

Date: _____



Charlotte County Government

"To exceed expectations in the delivery of public services."

www.CharlotteCountyFL.gov

October 23, 2025

Town of Lantana
Attn: Eddie Crockett

Per your request, please accept this letter as authorization from Charlotte County for the Town of Lantana to "piggyback" Bid #25-439, Stormwater Collection System Rehabilitation- Annual Contract. It is understood that Town of Lantana will establish its own contract with the successful quoter(s), place its own orders, be invoiced from them, and make its own payments to the successful quoter in accordance with the terms of the contract established between the Town of Lantana and the successful quoter. It is also hereby mutually understood and agreed that Charlotte County is not a legally bound party to any contractual agreement made between a successful quoter and any local entity other than Charlotte County Board of County Commissioners.

If you have any questions, please feel free to contact the Charlotte County Purchasing Division at 941-743-1527.

Sincerely,

Kimberly Corbett

Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager – Purchasing

PURCHASING

18500 Murdock Circle, Suite 344 | Port Charlotte, FL 33948
Phone: 941.743.1527 | Fax: 941.743.1384



Charlotte County Government

"To exceed expectations in the delivery of public services."

www.CharlotteCountyFL.gov

September 23, 2025

Mr. Chase Rogers
Hinterland Group, LLC
2051 W Blue Heron Boulevard
Riviera Beach, FL 33404

Re: **NOTICE OF ACCEPTANCE**

Dear Mr. Rogers:

The Charlotte County Board of Commissioners officially approved award of **Bid No. 20250439-Stormwater Collection System Rehabilitation - Annual Contract** on September 9, 2025, to your firm. The acceptance of your bid form, properly executed by an authorized representative of the company, together with the complete Request for Bid package furnished by Charlotte County, constitutes a binding contract.

Your signature below represents your concurrence with, and acceptance of the terms set forth in this letter, RFB #20250439, and bid form submitted by your company on July 23, 2025. Payments shall be made based on the unit price in your bid form and in accordance with the Local Government Prompt Payment Act of the Florida State Statutes (F.S. 218.74).

The contract shall become active on October 1, 2025, and shall remain in full force and effect through and including September 30, 2026, with option to renew for two (2) additional one-year terms, at the same prices, terms, and conditions, by mutual consent.

Prior to commencement, please submit a Certificate of Insurance as required by the Request for Bids. Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are to be included as an insured on both the Comprehensive General Liability and Business Auto Liability Policies and must be listed as such on the Insurance Certificate. Charlotte County to be named insured as "Charlotte County". The Certificate of Insurance must name Charlotte County as additional insured on the Commercial General and Auto Liability policies and include Charlotte County under certificate holder.

If you have any questions or concerns, please do not hesitate to contact Kim Chamberlain, Senior Contract Specialist at 941-743-1527 for this project.

Sincerely,

Kimberly Corbett
Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

ACCEPTED:

Signature

Date

9/23/25

PURCHASING

18500 Murdock Circle, Suite 344 | Port Charlotte, FL 33948
Phone: 941.743.1527 | Fax: 941.743.1384

PIPE CLEANING AND LINING PIGGYBACK AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of November, 2025, (the "Effective Date") by and between the Town of Lantana, a Florida municipal corporation ("Town"), whose address is 500 Greynolds Circle, Lantana, Florida 33462, and Hinterland Group, LLC, a Florida limited liability company ("Contractor"), whose principal place of business is 2051 W. Blue Heron Blvd, Riviera Beach, Florida 33404.

WHEREAS, the Town desires to retain the services of the Contractor to provide the goods and services in accordance with Charlotte County Request for Bids, Bid No. 20250439 – STORMWATER COLLECTION SYSTEM REHABILITATION – ANNUAL CONTRACT, the Contractor's response thereto, and the Contractor's Proposal # 24-0132-01, dated 4/30/2025 all of which are incorporated herein by reference.

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

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate herein the terms, conditions, and specifications of the Agreement between Charlotte County and the Contractor, Charlotte County's Request for Bids (RFB) Bid No. 20250439, the Contractor's response to said RFB, including all documentation required thereunder, and the Contractor's proposal to the Town, Proposal #24-0132-01, dated 4/30/2025. In the event of a conflict between the terms, conditions, and specification set forth in this Agreement, the Agreement with Charlotte County, RFB Bid No. 20250439, the Contractor's response to the RFB, and/or Contractor's Proposal # 24-0132-01; the documents shall have precedence in the following order: this Agreement; then the Agreement with Charlotte County, RFB Bid No. 20250439, the Contractor's response to the RFB, and then Contractor's Proposal # 24-0132-01.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the Town's Invitation to Bid, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The Town shall pay the Contractor the amount set forth in the Contractor's Proposal # 24-0132-01.

ARTICLE 4. AVAILABILITY OF FUNDS

The Town's performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Town Council.

ARTICLE 5. DEFAULT, DEFAULT REMEDIES AND TERMINATION FOR CAUSE

This Agreement may be terminated for cause by action of the Town or by Contractor if the party in breach has not corrected the breach within fourteen (14) days after written notice from the aggrieved party identifying the breach.

ARTICLE 6. TERMINATION FOR CONVENIENCE

(a) The Town may terminate performance of work under this contract in whole or, from time to time, in part if the Town determines that a termination is in the Town's interest. The Town shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Town, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (3) Terminate all subcontracts to the extent they relate to the work terminated.
 - (4) As directed by the Town, transfer title and deliver to the Town (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Town.
-
- (5) Complete performance of the work not terminated.
 - (6) Take any action that may be necessary, or that the Town may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Town has or may acquire an interest.
 - (7) The Town shall pay the Contractor for contract work performed before the effective date of termination.
 - (8) Contractor acknowledges and agrees that One Thousand Dollars (\$1,000.00) of the compensation to be paid by Town, the receipt and adequacy of which is hereby acknowledged by Contractor, is given as special consideration to Contractor for Town's right to terminate this Agreement for convenience.

ARTICLE 7. CLEAN AIR ACT

Contractor shall, in the course of performing pursuant to this Agreement, comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

ARTICLE 8. ENERGY EFFICIENCY

Contractor shall, in the course of performing pursuant to this Agreement, comply with all applicable standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

ARTICLE 9. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, *Fla. Stat.*, if the Contractor: (i) provides a service; and (ii) acts on behalf of the Town as provided under Section 119.011(2) *Fla. Stat.*, the Contractor shall comply with the requirements of Section 119.0701, *Fla. Stat.*, as it may be amended from time to time. The Contractor is specifically required to:

A. Keep and maintain public records required by the Town to perform services as provided under this Contract.

B. Upon request from the Town's Custodian of Public Records, 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 or as otherwise provided by law. The Contractor further agrees that all fees, charges, and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. 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 contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.

D. Upon completion of the Contract the Contractor shall transfer, at no cost to the Town, all public records in possession of the Contractor unless notified by Town's representative/liaison, on behalf of the Town's Custodian of Public Records, to keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, 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 Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to Town, upon request of the

Town's Custodian of Public Records, in a format that is compatible with the information technology systems of Town, at no cost to Town.

Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. Town shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, *Fla. Stat.*, and other requirements of state law applicable to public records not specifically set forth herein.

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 CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK, TOWN HALL, 500 GREYNOLDS CIRCLE, LANTANA, FL 33462, BY E-MAIL AT KDOMINGUEZ@LANTANA.ORG OR BY TELEPHONE AT 561-540-5016

ARTICLE 10. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the TOWN: Town of Lantana
500 Greynolds Circle
Lantana, Florida 33462
Attn: Town Manager
Email: braducci@lantana.org
- ii. with a copy to: Lohman Law Group, P.A.
500 S Australian Ave., Ste. 531
Attn: R. Max Lohman, Town Attorney
Email: max@lohmanlawgroup.com
- iii. As to the Contractor: Hinterland Group, LLC
2051 W. Blue Heron Blvd
Riviera Beach, FL 33404
Attn.: Daniel A. Duke, III, CEO
Email: info@hinterlandgroup.com

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

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

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

ARTICLE 11. TERM

The term of this Agreement shall commence immediately upon execution by both parties. The Work will commence upon the Town's issuance of a Notice to Proceed ("NTP") to the Contractor. Thereafter, the Contractor shall have 10 days to apply for building permits, and otherwise as appropriate. The Work must reach Substantial Completion within 60 calendar days from issuance of the NTP. Final Completion must be achieved within 90 calendar days from issuance of the NTP. Notwithstanding anything set forth in this Article 11., this Agreement may be terminated in accordance with Articles 5 and 6 hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

TOWN OF LANTANA, FLORIDA

By: _____
Brian K. Raducci, Town Manager

ATTEST:

By: _____
Kathleen Dominguez, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
R. Max Lohman, Town Attorney

HINTERLAND GROUP, LLC

By: _____
Chase Rogers, C.O.O.





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 10, 2025

AGENDA ITEM: Consideration of awarding a contract for the N Dixie Hwy Turn Lane Improvements project to Florida Blacktop, Inc., in the amount of \$102,543.75.

ISSUE/BACKGROUND:

On October 7, 2025, the Town received and opened three (3) bids (as outlined below) for consideration of a contract to improve the N Dixie Hwy turn lane just north of Ocean Ave and to add a directional median at the western exit, located at Walgreens (on the NE corner of Dixie Hwy and Ocean Ave). A copy of the bidder's response is on file with the Town Clerk and is available upon request.

COMPANY	TOTAL BID AMOUNT
Florida Blacktop, Inc.	\$102,543.75
American Design Engineering Construction, Inc	\$139,207.00
Ranger Construction	Incomplete

In accordance with the Town's purchasing policy and following a thorough review of bid submittals and reference checks, staff recommends awarding the contract to Florida Blacktop, Inc., the lowest responsive and responsible bidder. Funding for this project is available and will be provided from the FY 2025/26 Infrastructure Surtax Fund reserves and will be handled during a future budget amendment. In addition, the Town Attorney has reviewed and approved the contract for legal sufficiency.

ATTACHMENT(S):

1. Exhibit A - Construction Plans for North Dixie Highway Turn Lane Improvements.pdf
2. Bid Form_FL Blacktop.pdf
3. ITB2025-12-PS-North Dixie Hwy Turn Lane Improvements Agreement.pdf

SAMPLE MOTION:

I move to (approve) (deny) the contract with Florida Blacktop, Inc. for the N Dixie Hwy Turn Lane Improvements project in the amount of \$102,543.75 and to authorize the Town Manager to execute the agreement and any amendments thereto.

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS

N DIXIE HIGHWAY TURN LANE IMPROVEMENTS
CONTRACT PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3	TYPICAL SECTION
4-7	GENERAL NOTES
8	ROADWAY PLAN
9	SIGNING AND PAVEMENT MARKING PLAN



TOWN OFFICIALS

MAYOR	KAREN LYTHGOE
VICE MAYOR	KEM MASON
VICE MAYOR PRO TEM	CHRIS CASTLE
COUNCIL MEMBER	MARK ZEITLER
COUNCIL MEMBER	JESSE RIVERO

GOVERNING STANDARD PLANS:

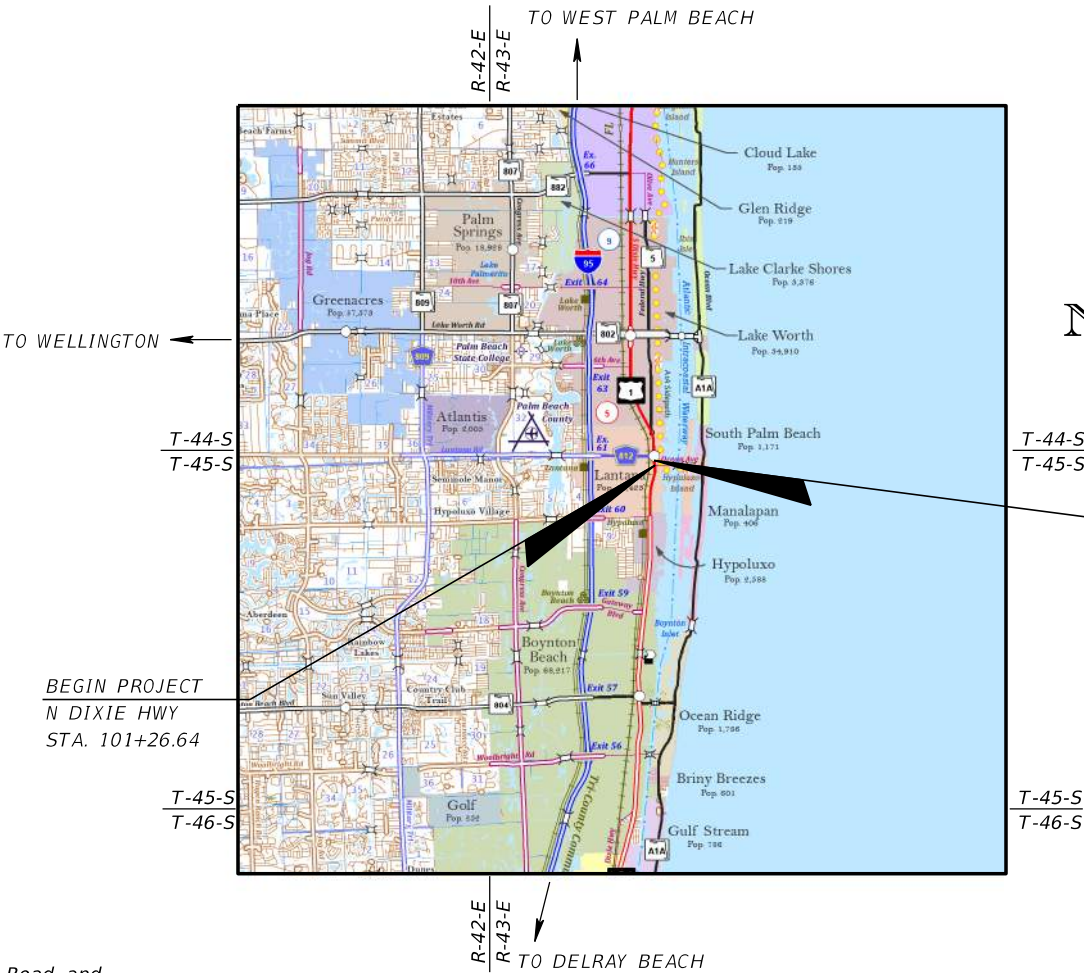
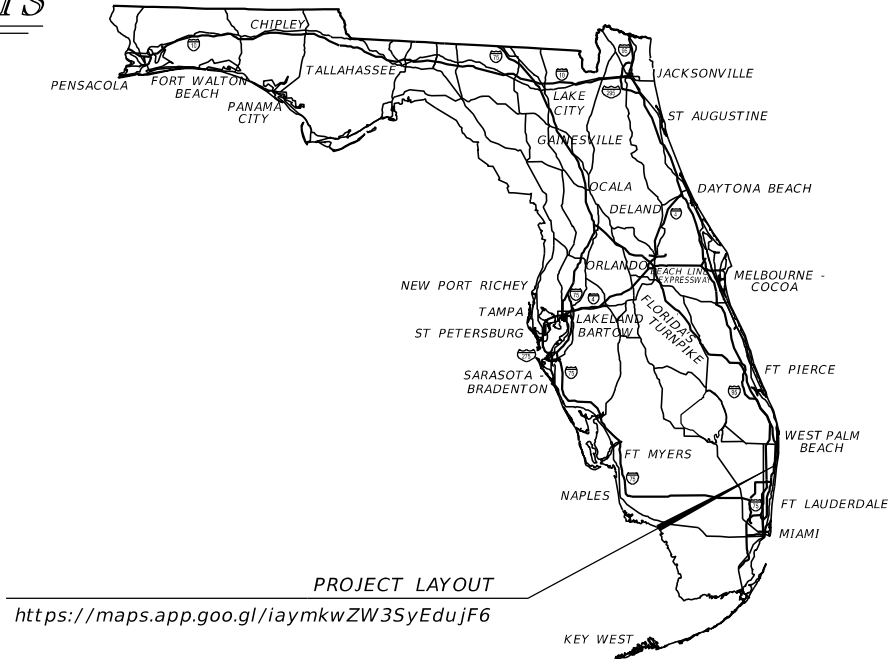
Florida Department of Transportation, FY2025-26 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

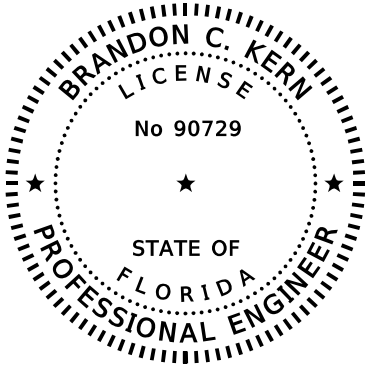
GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY2025-26 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

N DIXIE HIGHWAY
FROM E OCEAN AVE TO WEST OF PALM ST
TOWN OF LANTANA
AUGUST 2025



END PROJECT
N DIXIE HWY
STA. 104+29.94



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY

Brandon C Kern

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

ROADWAY PLANS
ENGINEER OF RECORD:

BRANDON C. KERN, P.E.
P.E. NO.: 90729
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665



Know what's below.
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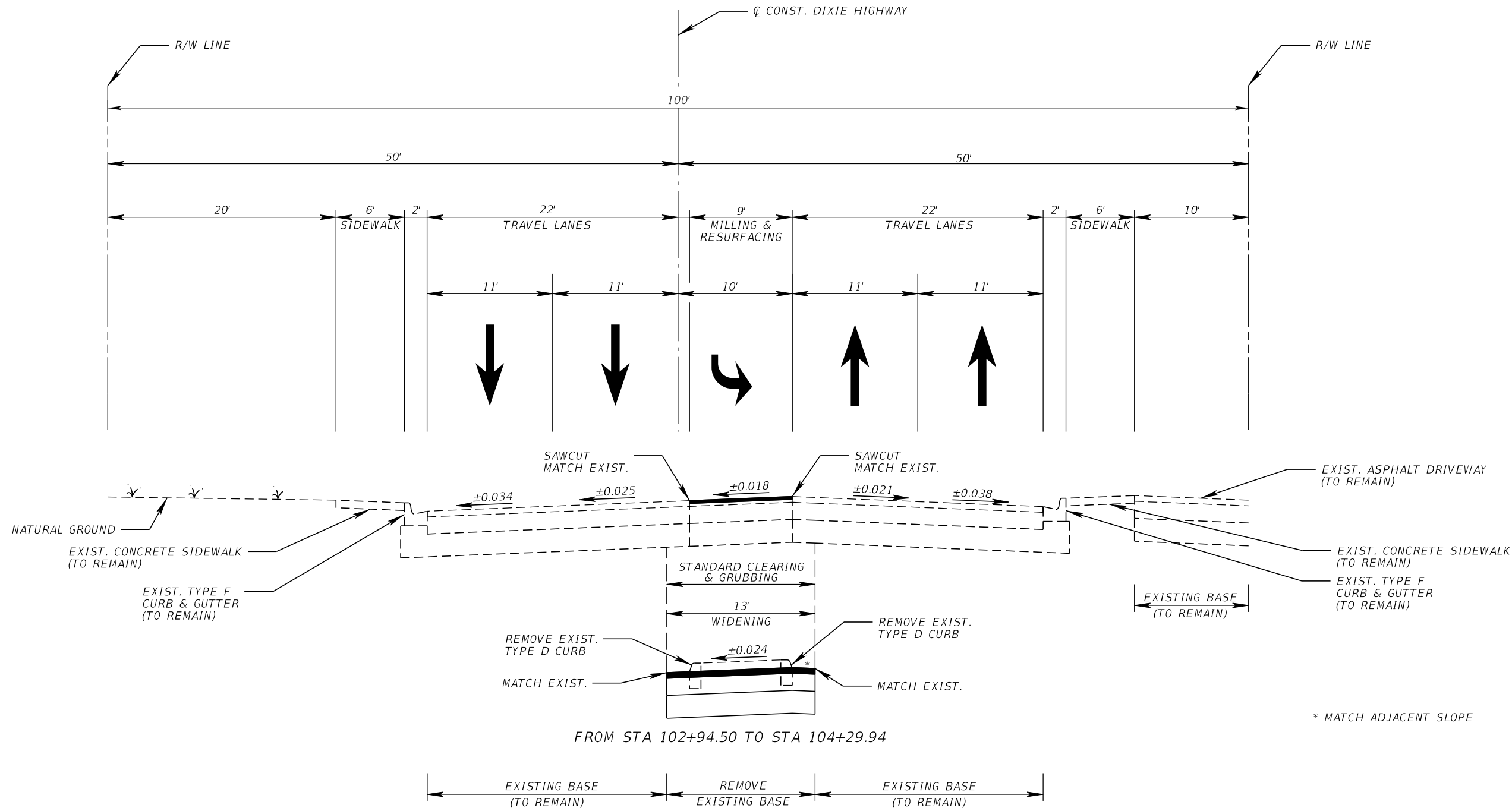
REVISIONS		Kimley»Horn	KHA PROJECT 144442030	N DIXIE HIGHWAY TURN LANE IMPROVEMENTS PREPARED FOR THE TOWN OF LANTANA	LICENSED PROFESSIONAL	KEY SHEET	SHEET NO.
DATE	DESCRIPTION						
		1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411 PHONE: 561-845-0665 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM REGISTRY NO. 35106	DATE 04/2025 SCALE AS SHOWN DESIGNED BY DRAWN BY CHECKED BY	FLORIDA	BRANDON C. KERN, P.E. P.E. LICENSE NO. 90729		1

ROADWAY				
PAY ITEM		DESCRIPTION	UNIT	QUANTITY
0101	1	MOBILIZATION	LS	1
0102	1	MAINTENANCE OF TRAFFIC	LS	1
0104	10 3	SEDIMENT BARRIER	LF	525
0104	18	INLET PROTECTION SYSTEM	EA	4
0110	1 1	CLEARING & GRUBBING	AC	0.04
0110	4 10	REMOVAL OF EXISTING CONCRETE	SY	20
0160	4	TYPE B STABILIZATION (12")	SY	195
0285	709	OPTIONAL BASE GROUP 9	SY	195
0327	70 1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVERAGE DEPTH	SY	249
0334	1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	10.7
0337	7 83	ASPHALTIC CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG76-22	TN	24.4
0520	2 4	CONCRETE CURB, TYPE D	LF	44

SIGNING AND PAVEMENT MARKINGS				
PAY ITEM		DESCRIPTION	UNIT	QUANTITY
0700	1 112	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 12.0-20.0 SF	EA	1
0700	1 600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	EA	1
0706	1 3	RAISED PAVEMENT MARKER, TYPE B (YELLOW/YELLOW)	EA	33
0706	1 3	RAISED PAVEMENT MARKER, TYPE B (WHITE/RED)	EA	12
0710	90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1
0711	11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	11
0711	11 141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/6-10 GAP EXTENSION, 6"	GM	0.013
0711	11 170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	3
0711	11 224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	23
0711	16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.043
0711	16 201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.132



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WIDENING

FRICTION COURSE FC-9.5 (1") TRAFFIC C PG 76-22
TYPE SP STRUCTURAL COURSE (1")
OPTIONAL BASE GROUP 9
TYPE B STABILIZATION (12")

MILLING & RESURFACING

MILL 1" AND RESURFACE WITH FRICTION COURSE
FC-9.5 (1") TRAFFIC C PG 76-22

TYPICAL SECTION

N DIXIE HIGHWAY
FROM E OCEAN AVE
TO WEST OF PALM ST

STA 101+26.64 TO STA 104+29.94
POSTED SPEED = 35 MPH



Know what's below.
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REVISIONS		 1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411 PHONE: 561-845-0665 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM REGISTRY NO. 35106	KHA PROJECT 144442030		N DIXIE HIGHWAY TURN LANE IMPROVEMENTS PREPARED FOR THE TOWN OF LANTANA	LICENSED PROFESSIONAL BRANDON C. KERN, P.E. P.E. LICENSE NO. 90729	TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION		DATE	DATE				
			04/2025	AS SHOWN				
			DESIGNED BY					
			DRAWN BY					
			CHECKED BY		PALM BEACH COUNTY FLORIDA	DATE:		3

GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR (U.O.N.) TO CONSTRUCT THE FACILITIES AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. ALL WORK SHALL BE PERFORMED IN A PROFESSIONAL MANNER AND SHALL CONFORM WITH ALL APPLICABLE CITY, COUNTY, STATE, AND FEDERAL REGULATIONS AND/OR CODES.

2. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY. SOFT DIGS HAVE NOT BEEN PERFORMED ON ALL LOCATIONS BY THE TOWN OR ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE HE COMMENCES ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.

3. ALL ELEVATIONS SHOWN REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988). CONTRACTOR TO VERIFY GRADIENTS AND ELEVATIONS OF BASE ARE CORRECT PRIOR TO CONSTRUCTION.

4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 48 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION.

5. THE CONTRACTOR SHALL NOTIFY THE SUNSHINE STATE ONE CALL OF FLORIDA (SSOCF) SERVICE AT 811, 2 FULL WORKING DAYS PRIOR TO DIGGING FOR DIRECT BURY AND 10 DAYS PRIOR TO DIGGING FOR INITIATING CONSTRUCTION OF UNDERWATER CONSTRUCTION ACTIVITIES, AS REQUIRED BY FLORIDA STATUTES CHAPTER 556 THROUGHOUT THE DURATION OF THE CONSTRUCTION PROJECT.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS, LICENSES, AND BONDS AS REQUIRED PRIOR TO CONSTRUCTION. CONTRACTOR SHALL OBTAIN COPIES OF AND FAMILIARIZE HIMSELF AND HIS SUBCONTRACTORS WITH THE PERMIT CONDITIONS OF ALL OWNER OBTAINED PERMITS FOR THE WORK.

7. THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION) AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK.

8. ANY DISCREPANCIES ON THE DRAWINGS INCLUDING ALL DEVIATION FROM THE EXISTING UTILITY SIZE AND LOCATIONS SHOWN ON THE PLANS, SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTORS RESPONSIBILITY.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF APPROPRIATE CONSTRUCTION INTERVALS AND SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES AND UTILITY OWNERS AS REQUIRED. ALL AS-BUILT DATA SHALL BE COLLECTED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED BY THE CONTRACTOR. RECORDING DRAWING INFORMATION SHALL INCLUDE ANY DEVIATIONS FROM THE APPROVED PLANS.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER/ENGINEER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER/ENGINEER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.

12. ACCESS TO RESIDENCES AND BUSINESSES SHALL BE MAINTAINED TO THE GREATEST EXTENT PRACTICAL. WHEN ACCESS CANNOT BE MAINTAINED, THE TIME OF NON-ACCESS SHALL BE MINIMIZED AND CLOSELY COORDINATED WITH THE PROPERTY OWNER.

13. ANY DAMAGE TO PRIVATE PROPERTY OR ADJACENT FACILITIES MADE BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER AND THE OWNER. DAMAGES SHALL BE PROMPTLY REPAIRED TO AN EQUAL OR BETTER CONDITION AS IT WAS BEFORE COMMENCEMENT OF THE WORK.

14. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.

15. CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES AS INDICATED IN FDOT STANDARD PLANS INDEX 100-600 SERIES WHERE NECESSARY IN ORDER TO COMPLY WITH ALL STATE, LOCAL, AND NPDES WATER QUALITY STANDARDS.

16. PRIVATE DRIVEWAYS SHALL NOT BE UTILIZED FOR CONSTRUCTION ACTIVITIES INCLUDING EQUIPMENT TURN-AROUND.

DEMOLITION NOTES

1. REFER TO SURVEY/RECORD DRAWINGS PROVIDED FOR ADDITIONAL DETAILS OF EXISTING STRUCTURES, ETC., LOCATED WITHIN THE PROJECT SITE. UNLESS OTHERWISE NOTED, ALL EXISTING STRUCTURES, SLABS, PIPES, CONCRETE, ASPHALT, DEBRIS PILES, SIGNS, AND ALL APPURTENANCES ARE TO REMAIN. SOME ITEMS TO BE IMPACTED MAY NOT BE DEPICTED ON THE TOPOGRAPHIC SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND DETERMINE THE FULL EXTENT OF ITEMS TO BE REMOVED, SUPPORTED, OR PRESERVED AS PART OF THIS PROJECT. IF ANY ITEMS ARE IN QUESTION, THE CONTRACTOR SHALL CONTACT THE OWNER PRIOR TO REMOVAL OF SAID ITEMS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING UTILITIES IN SERVICE AND PROTECTING AGAINST DAMAGE DURING DEMOLITION OPERATIONS.

3. THE CONTRACTOR SHALL COORDINATE WITH THE TOWN OF LANTANA AND THE PROPERTY OWNER PRIOR TO ANY DEMOLITION OF EXISTING HEDGES, CURB, BRICK, PLANTINGS, DRIVEWAYS, FENCING, DECORATIVE LANDSCAPE FEATURES, OR SIMILAR ITEMS. THIS PROVISION SHALL APPLY WHETHER THE EXISTING ITEM(S) TO BE REMOVED IS WITHIN THE RIGHT-OF-WAY LIMITS OR ON PRIVATE PROPERTY.

4. THE CONTRACTOR SHALL REFER TO THE PLANS FOR DEMOLITION/PRESERVATION OF EXISTING TREES AND LANDSCAPING. ALL TREES AND LANDSCAPING NOT SPECIFICALLY SHOWN TO BE REMOVED OR RELOCATED SHALL BE PRESERVED AS A PART OF THIS CONTRACT. TREE/LANDSCAPING PROTECTION FENCING SHALL BE INSTALLED PRIOR TO ANY DEMOLITION.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING THE EXISTING PAVEMENT MARKINGS BEFORE RECONSTRUCTION WORK IS STARTED AND THIS INFORMATION SHALL BE USED IN CONJUNCTION WITH TEMPORARY STRIPING AND FINISHED STRIPING.

6. OFF-SITE DISPOSAL OF EXCESS AND UNACCEPTABLE MATERIALS INCLUDING BUT NOT LIMITED TO ASPHALT, CONCRETE, CONCRETE BLOCKS, BRICKS, STEEL, PVC, AC PIPE, DIP, CI PIPE, METAL, DEBRIS, ETC SHALL BE PERFORMED IN A LEGAL MANNER AT THE CONTRACTOR'S EXPENSE.

7. CONTRACTOR SHALL EXERCISE CAUTION WHILE REMOVING AND/OR RELOCATING EXISTING SIGNS IN ORDER TO PREVENT ANY UNNECESSARY DAMAGE TO THE SIGNS. SIGNS WHICH ARE DAMAGED BEYOND USE AS DETERMINED BY THE ENGINEER SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

8. THE BUILDING CODE OF THE STATE OF FLORIDA SHALL CONTROL THE DEMOLITION, MODIFICATION, OR ALTERATION OF THE EXISTING SITE.

9. NO BLASTING SHALL BE DONE ON SITE.

10. ALL EXISTING IRRIGATION SYSTEM COMPONENTS IN THE RIGHT-OF-WAY AND PRIVATE PROPERTY SHALL BE PROTECTED OR RESTORED AFTER CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.

11. SEWER LATERALS, WATER SERVICES, IRRIGATION PIPING, AND GAS SERVICES ARE EXPECTED TO BE PRESENT FOR EACH PROPERTY. EXACT LOCATION ARE UNKNOWN. CONTRACTOR SHALL INCLUDE IN HIS BID PROVISIONS FOR SUPPORTING, MAINTAINING, PROTECTING, AND RESTORING AS REQUIRED FOR THESE AND OTHER SIMILAR MISCELLANEOUS UTILITIES AS ENCOUNTERED IN THE FIELD.

PHASING/MOT NOTES

1. LANE CLOSURES ON N. DIXIE HIGHWAY SHALL BE APPLIED FOR AND COORDINATED WITH FDOT. FLAGMEN SHALL BE USED DURING SINGLE LANE CLOSURES.



Know what's **below**.
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REVISIONS		<div><p>1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411 PHONE: 561-845-0665 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM REGISTRY NO. 35106</p></div>	<div>KHA PROJECT 144442030</div>	<div><i>N DIXIE HIGHWAY TURN LANE IMPROVEMENTS</i> <i>PREPARED FOR THE TOWN OF LANTANA</i></div> <div>PALM BEACH COUNTY FLORIDA</div>	LICENSED PROFESSIONAL	<div><i>GENERAL NOTES</i></div>	SHEET NO.
DATE	DESCRIPTION		<div>DATE 04/2025</div>		<div>BRANDON C. KERN, P.E. P.E. LICENSE NO. 90729</div>		4
			<div>SCALE AS SHOWN</div>				
			<div>DESIGNED BY</div>				
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PAVEMENT MARKING NOTES

- ALL PAVEMENT MARKINGS SHALL CONFORM REQUIREMENTS OF THE TOWN OF LANTANA, OR THE FDOT (AS APPLICABLE), THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS, THERMOPLASTIC AND PAINT SHALL CONFORM TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SECTION 711 AND SECTION 710 RESPECTIVELY) LATEST EDITION.
- IF EXISTING MARKING MATERIAL IS NOT COMPATIBLE WITH ALKYD THERMOPLASTIC, IT SHALL BE REMOVED PRIOR TO INSTALLATION OF NEW MARKINGS.
- STOP BARS, CENTERLINES, CROSSWALK STRIPING, AND DIRECTIONAL ARROWS WITHIN THE RIGHT-OF-WAY TO BE ALKYD THERMOPLASTIC ONLY. ALL OTHER MARKINGS, INCLUDING STRIPING DESIGNATING PARKING AND LOADING SPACES, TO MATCH EXISTING PAINT MATERIAL TYPE.
- THERMOPLASTIC SHALL NOT BE INSTALLED ON ROADWAY UNTIL THIRTY (30) CALENDAR DAYS AFTER THE FINAL LIFT OF ASPHALT HAS BEEN COMPLETED.
- TEMPORARY MARKINGS ON FINAL ASPHALT SHALL BE ONLY BACKED CONSTRUCTION TAPE. LOWER ASPHALT LIFTS MAY BE MARKED WITH PAINT OR ANY OTHER APPROVED MARKING MATERIAL. THE COST FOR CONSTRUCTION TAPE TO BE INCLUDED IN THE COST FOR MAINTENANCE OF TRAFFIC.
- REFLECTIVE PAVEMENT MARKERS (RPM) SHALL MEET FDOT CLASS B SPECIFICATIONS.

SITE CIVIL CONCRETE FORMWORK NOTES

- CONCRETE WOOD FORM MATERIALS ARE AT THE DISCRETION OF THE CONTRACTOR, SUBJECT TO ENGINEER APPROVAL.
- ERECT FORMWORK, SHORING, AND BRACING TO ACHIEVE DESIGN REQUIREMENTS, IN ACCORDANCE WITH REQUIREMENTS OF ACI 318.
- CORNERS CHAMFER, WOOD STRIP TYPE; 3/4 X 3/4 INCH SIZE; MAXIMUM POSSIBLE LENGTHS.
- EARTH FORMS ARE NOT PERMITTED.
- ALIGN JOINTS AND MAKE WATERTIGHT. KEEP FORM JOINTS TO A MINIMUM.
- PROVIDE CHAMFER STRIPS ON EXTERNAL CORNERS OF ALL EXPOSED CONCRETE ELEMENTS.
- FORM RELEASE AGENT: COLORLESS MINERAL OIL WHICH WILL NOT STAIN CONCRETE, OR ABSORB MOISTURE, OR IMPAIR NATURAL BONDING OR COLOR CHARACTERISTICS OF COATING INTENDED FOR USE ON CONCRETE. APPLY FORM RELEASE AGENT ON FORMWORK IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. APPLY PRIOR TO PLACEMENT OF REINFORCING STEEL, ANCHORING DEVICES, AND EMBEDDED ITEMS. SOAK INSIDE SURFACES OF UNTREATED FORMS WITH CLEAN WATER. KEEP SURFACES COATED PRIOR TO PLACEMENT OF CONCRETE.

EROSION CONTROL NOTES

- THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THESE EROSION CONTROL NOTES, THE STANDARD DETAILS, ATTACHMENTS INCLUDED IN ANY PERMITS AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
- CONTRACTOR WILL BE REQUIRED TO PREPARE, SUBMIT, AND OBTAIN A NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, WHICH WILL INCLUDE A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPARED BY THE CONTRACTOR AS REQUIRED BY F.A.C. 62-621.300(4) AND THE ENVIRONMENTAL PROTECTION AGENCY (EPA) AS PART OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PRIOR TO THE START OF WORK.
- ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
- THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
- BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.
- EROSION CONTROL PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
- THE CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
- CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
- ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
- SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.

- ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THE PLAN SHALL BE INITIATED AS SOON AS PRACTICABLE. CONTRACTOR IS NOT TO START WORK UNTIL EROSION CONTROL MEASURES ARE IN PLACE.
- THE CONTRACTOR IS TO REMOVE OR INCORPORATE INTO THE SOIL ANY TEMPORARY EROSION CONTROL FEATURES EXISTING AT THE TIME OF CONSTRUCTION OF THE PERMANENT EROSION CONTROL FEATURES IN SUCH A MANNER THAT THERE WILL BE NO DETRIMENTAL EFFECT.
- STABILIZATION PRACTICES AND PERMANENT EROSION CONTROL FEATURES SHOULD BE INITIATED AND IMPLEMENTED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY OR PERMANENTLY CEASED. CORRECT CONDITIONS, USING TEMPORARY MEASURE, THAT DEVELOP DURING CONSTRUCTION TO CONTROL EROSION PRIOR TO THE TIME IT IS PRACTICAL TO CONSTRUCT PERMANENT CONTROL FEATURES
- IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
- ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED AS SOON AS POSSIBLE.
- THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT AND DEBRIS FROM ALL DRAINAGE STRUCTURES THAT MAY HAVE COLLECTED DURING AND AT THE END OF CONSTRUCTION IN CONJUNCTION WITH THE PROJECT.
- ON-SITE & OFF SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
- SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
- DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.
- ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACK FILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
- IN THE EVENT THAT IT IS NECESSARY THAT THE CONSTRUCTION OPERATIONS BE SUSPENDED FOR ANY APPRECIABLE LENGTH OF TIME, SHAPE THE TOP OF THE EARTHWORK IN SUCH A MANNER AS TO PERMIT RUNOFF OF RAINWATER AND CONSTRUCT EARTH BERMS ALONG THE TOP EDGES OF EMBANKMENTS TO INTERCEPT RUNOFF WATER. PROVIDE TEMPORARY SLOPE DRAINS TO CARRY RUNOFF FROM CUTS AND EMBANKMENTS WHICH ARE LOCATED IN THE VICINITY OF THE INTRACOASTAL WATERWAY. SHOULD SUCH PREVENTIVE MEASURES FAIL, IMMEDIATELY TAKE SUCH OR OTHER ACTION AS NECESSARY TO EFFECTIVELY PREVENT EROSION AND SILTATION.
- THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THEREAFTER, THE CONTRACTOR MUST REMOVE THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTER 17-302, FLORIDA ADMINISTRATIVE CODE.

EROSION CONTROL MAINTENANCE

ALL MEASURES STATED IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL MAINTENANCE OF EROSION CONTROL MEASURES SHALL BE IN STRICT ACCORDANCE WITH CONDITION OF THE APPLICABLE FDEP, NPDES, AND TOWN OF LANTANA REQUIREMENTS. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

- INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.
- SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
- CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
- TEMPORARY PARKING AND STORAGE AREAS SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
- ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN 2 CALENDAR DAYS FOLLOWING THE INSPECTION.

REVISIONS

DATE	DESCRIPTION



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WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

KHA PROJECT 144442030
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SCALE AS SHOWN
DESIGNED BY
DRAWN BY
CHECKED BY

PALM BEACH COUNTY

N DIXIE HIGHWAY TURN LANE

IMPROVEMENTS

PREPARED FOR THE

TOWN OF LANTANA

FLORIDA

LICENSED PROFESSIONAL

BRANDON C. KERN, P.E.

P.E. LICENSE NO. 90729

DATE:



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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EARTHWORK, EXCAVATION, AND BACKFILL NOTES

1. OWNER AND ENGINEER MAKE NO REPRESENTATIONS OR STATEMENTS AS TO SITE OR SOIL CONDITIONS, AND THEREFORE DO NOT ASSUME ANY RESPONSIBILITY FOR ACTUAL SITE OR SOIL CONDITIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE FOR HIMSELF EXISTING SITE AND/OR SOIL CONDITIONS.
2. NOTES 2-30 OF THIS SECTION SHALL APPLY TO THIS PROJECT FOR ALL WORK IN TOWN RIGHT-OF-WAY. ALL EXCAVATION IS UNCLASSIFIED. COMPLETE ALL EXCAVATION REGARDLESS OF THE TYPE, NATURE, OR CONDITION OF THE MATERIALS ENCOUNTERED.
3. FILL AND BACKFILL UNDER AND AROUND ALL STRUCTURES SHALL BE SUITABLE ON-SITE EXCAVATED MATERIAL OR APPROVED IMPORTED MATERIAL. MATERIAL SHALL BE FREE OF ORGANIC MATERIAL, SHALL NOT HAVE MORE THAN 10 PERCENT BY DRY WEIGHT PASSING THE U.S. STANDARD NO. 200 SIEVE, AND SHALL HAVE NO ROCKS LARGER THAN 3 INCHES IN SIZE. ON-SITE FINE SAND (SP), WITHOUT ROOTS OR OTHER DELETERIOUS MATERIAL, IS SUITABLE MATERIAL. IMPORTED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. EACH LAYER OF BACKFILL UNDER STRUCTURES, PAVEMENTS, AND PAVERS SHALL BE COMPACTED TO A MINIMUM 98% DENSITY AS DETERMINED BY A MODIFIED PROCTOR IN ACCORDANCE WITH ASTM D1557. EACH LAYER OF COMPACTED BACKFILL SHALL NOT EXCEED 12 INCHES IN THICKNESS. IF HAND-HELD COMPACTION EQUIPMENT IS USED, REDUCE THE LOOSE LIFT THICKNESS TO 6 INCHES.
4. ON SITE SOILS WITH MORE THAN 10% BY DRY WEIGHT PASSING THE U.S. STANDARD NO. 200 SIEVE AND/OR PARTICLE SIZES LARGER THAN 3 INCHES ARE NOT SUITABLE FOR USE AS FILL UNDER PAVEMENTS OR STRUCTURES.
5. ON-SITE WATER FOR COMPACTION SHALL BE POTABLE. COMPACTION EQUIPMENT SHALL BE NON-VIBRATORY, STATIC TYPE.
6. COMPACT DISTURBED LOAD BEARING SOIL IN DIRECT CONTACT WITH FOUNDATIONS TO ACHIEVE A MINIMUM DENSITY OF 98% AS DETERMINED BY A MODIFIED PROCTOR IN ACCORDANCE WITH ASTM D1557.
7. VERIFY THAT THE SPECIFIED DENSITY EXTENDS TO 12 INCHES BELOW THE BOTTOM OF THE STRUCTURE OR PAVEMENT BASE COURSE TO BE INSTALLED. SLOPE BANKS TO ANGLE OF REPOSE OR PROVIDE NECESSARY SHORING.
8. DO NOT INTERFERE WITH 45 DEGREE BEARING SPLAY OF EXISTING FOUNDATIONS WITHOUT PROVIDING ADEQUATE MEANS OF SHORING PROTECTION.
9. GRADE TOP PERIMETER OF EXCAVATION TO PREVENT SURFACE WATER FROM DRAINING INTO EXCAVATION.
10. WHEN MUCK OR OTHER DELETERIOUS MATERIALS ARE ENCOUNTERED IN THE EXCAVATION, IT SHALL BE COMPLETELY REMOVED WITHIN THE AREA OF THE STRUCTURE OR PAVEMENT AND TO A DEPTH WHERE ACCEPTABLE MATERIAL IS ENCOUNTERED. AFTER REMOVAL OF ALL MUCK OR OTHER DELETERIOUS MATERIAL, THE AREA SHALL BE BACKFILLED WITH APPROVED FILL MATERIAL TO THE SPECIFIED GRADE.
11. CUT TRENCHES SUFFICIENTLY WIDE TO ENABLE INSTALLATION, COMPACTION, AND INSPECTION. THE MAXIMUM WIDTH WILL NOT BE LIMITED EXCEPT WHERE EXCESSIVE TRENCH WIDTH WOULD CAUSE DAMAGE TO ADJACENT STRUCTURES OR PIPING.
12. ALL TRENCH WORK SHALL COMPLY WITH THE TRENCH SAFETY ACT OF 1990, WITH LATEST REVISIONS
13. ALL SIDE SLOPES SHALL BE SUCH THAT MATERIAL WILL NOT SLIDE INTO THE BOTTOM OF THE EXCAVATION AND ANY MATERIAL DOING SO SHALL BE IMMEDIATELY REMOVED. TRENCH SIDE SLOPES SHALL BE IN ACCORDANCE WITH LOCAL CODES, OSHA REQUIREMENTS, AND THE TRENCH SAFETY ACT.
14. ALL EXCAVATED MATERIAL SHALL BE PILED IN A MANNER THAT WILL NOT ENDANGER THE WORK AND THAT WILL AVOID OBSTRUCTING SIDEWALKS AND DRIVEWAYS. HYDRANTS UNDER PRESSURE, VALVE PIT COVERS, VALVE BOXES, CURB STOP BOXES, FIRE AND POLICE CALL BOXES, OR OTHER UTILITY CONTROLS SHALL BE LEFT UNOBSTRUCTED AND ACCESSIBLE UNTIL THE WORK IS COMPLETED.
15. FILL AND CONTOUR SITE AREAS WITH EARTHFILL MATERIAL TO EXISTING ELEVATIONS AND AS REQUIRED TO PREPARE THE SITE FOR LANDSCAPE GRADING AND SODDING.
16. IN-SITU COMPACTION TESTING SHALL BE PERFORMED BY A CERTIFIED LABORATORY, AND SHALL BE DONE BY NUCLEAR DENSITY EQUIPMENT OR OTHER APPROVED METHODS (ASTM D2937, D1557, D6938).
17. DENSITY TESTING SHALL BE PERFORMED AS FOLLOWS:
 - A. FILL UNDER PAVEMENT AREAS: 1 TEST PER LIFT PER 1000 SQUARE FEET OF COMPACTED SURFACE AREA. ALTERNATE LANES IN ROADWAY FOR TEST LOCATION
 - B. PER FDOT STANDARD SPECIFICATIONS WHEN IN STATE RIGHT OF WAY
18. TEST RESULTS IN A SPECIFIC LOCATION ARE ONLY REPRESENTATIVE OF A LARGER AREA IF THE CONTRACTOR HAS USED CONSISTENT COMPACTION MEANS AND METHODS AND THE SOILS ARE PRACTICALLY UNIFORM THROUGHOUT. IF IT IS DETERMINED BY THE OWNER/ENGINEER THAT THERE ARE VARIATIONS IN THE COMPACTION METHODS AND/OR SOIL UNIFORMITY, ADDITIONAL TESTING MAY BE REQUIRED.
19. USING CLEAN TOPSOIL, PERFORM ALL FINAL AND FINISH GRADING IN ALL YARD AND PLANTING AREAS INDICATED ON DRAWINGS. TOPSOIL SHALL BE PLACED TO A MINIMUM OF 4" THICKNESS, ROTOTILLED TO A MINIMUM DEPTH OF 8", LEVELED AND FINISH GRADED IN ALL AREAS. NO PAVEMENT BASE COURSE MATERIAL OR BROKEN ASPHALT WILL BE ALLOWED AS TOPSOIL MATERIALS IN LANDSCAPING AREAS.
20. FINAL GRADING SHALL BE PERFORMED AND GRADES SHAPED TO RESTORE EXISTING ELEVATIONS. FINISH GRADES (TOP OF THE SOIL) SHALL BE APPROXIMATELY 1-1/2" BELOW EDGES OF PATHWAYS, CURBS, AND OTHER PAVED OR CONCRETE SLABS. AFTER SOD INSTALLATION, THE TOP OF THE SOD SHALL NOT BE MORE THAN 1/2" BELOW OR SHALL BE FLUSH WITH THE GRADE ESTABLISHED BY ANY ADJACENT PAVED OR CURBED SURFACE.
21. THE CONTRACTOR SHALL VERIFY THAT ALL FINISH SUBGRADES ARE CORRECT PRIOR TO BEGINNING INSTALLATION OF SOD AND PLANTING MATERIALS. UPON COMPLETION OF THE PROJECT WORK, THE CONTRACTOR SHALL PREPARE "RECORD DRAWINGS" VERIFYING THAT ALL ROADWAY GRADES AND DRIVEWAY GRADES ARE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SHALL SUBMIT SAME TO THE ENGINEER FOR REVIEW AND ACCEPTANCE PRIOR TO REQUESTING FINAL INSPECTION OF THE PROJECT. THE "RECORD DRAWINGS" SHALL BE PREPARED BY A SURVEYOR REGISTERED IN THE STATE OF FLORIDA.
22. UPON PROJECT COMPLETION, ALL AREAS OF SITE WITHIN IMMEDIATE CONSTRUCTION AND ADJACENT AREAS BE COMPLETELY CLEANED OF ALL DEBRIS OCCASIONED BY THIS CONSTRUCTION. PARTICULAR ATTENTION IS CALLED TO ANY CEMENT, MORTAR, MASONRY DRIPPINGS, AND PLASTER WHICH SHALL BE COMPLETELY REMOVED FROM PLANTING AND LAWN AREAS, AND SHALL BE DISPOSED OF OFF SITE.

PAVING, GRADING AND DRAINAGE NOTES

1. CONTRACTOR TO SUBMIT NAME OF ALL MATERIAL SOURCES AND JOB-MIX DESIGNS TO THE ENGINEER FOR REVIEW. PROVIDE MATERIALS FROM THE SAME APPROVED SOURCE THROUGHOUT THE PROJECT. ALL MATERIAL SOURCES SHALL BE FLORIDA DEPARTMENT OF TRANSPORTATION APPROVED.
2. CONTRACTOR TO VERIFY THAT COMPACTED SUBGRADE IS DRY AND READY TO SUPPORT PAVING AND IMPOSED LOADS. DENSITY TESTS ON THE COMPACTED SUBGRADE AND BASE SHALL BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY AT LOCATIONS DESIGNATED BY THE ENGINEER. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE TOWN OF LANTANA STANDARDS, OR TO FDOT WHERE APPLICABLE.
3. ALL EQUIPMENT ASSOCIATED WITH THE OPERATIONS OF PAVEMENT PLACEMENT AND RELATED WORK SHALL BE ENTIRELY SUITABLE FOR THE APPLICABLE OPERATIONS PERFORMED AND SHALL BE MAINTAINED IN GOOD CONDITION.
4. IMMEDIATELY AFTER PLACEMENT, PROTECT PAVEMENT FROM MECHANICAL INJURY UNTIL SURFACE TEMPERATURE IS LESS THAN 140 DEGREES F (60 DEGREES C).
5. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN THE RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH STANDARDS APPLICABLE TO PUBLIC RIGHTS-OF-WAY STANDARDS WITHIN THE TOWN OF LANTANA, PALM BEACH COUNTY, OR FDOT SPECIFICATIONS AND STANDARDS (LATEST EDITION).
6. CONTRACTOR MUST USE STRING-LINING OR OTHER COMPARABLE METHOD TO SET FLOWLINE SLOPES AS REQUIRED ON ASPHALTIC SURFACE COURSE.
7. THE CONTRACTOR SHALL GRADE THE SITE, MATCHING EXISTING GRADES OR TO THE ELEVATIONS INDICATED, AND SHALL REGRADE WASHOUTS AFTER EVERY RAINFALL.
8. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS OR TRENCH RESTORATION DETAIL AND AS INDICATED ON THE DRAWINGS.
9. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.



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SITE CIVIL CAST-IN-PLACE CONCRETE NOTES

1. ENGINEER SHALL BE GIVEN 48 HOURS ADVANCE NOTICE TO ALL CONCRETE PLACEMENTS AND NO CONCRETE SHALL BE PLACED WITHOUT APPROVAL OF ENGINEER.
2. PERFORM WORK IN ACCORDANCE WITH ACI 301 AND FDOT STANDARD SPECIFICATIONS. OBTAIN MATERIALS FROM SAME SOURCE THROUGHOUT WORK. SUBMIT MANUFACTURER'S CERTIFICATION THAT MATERIALS MEET SPECIFICATION REQUIREMENTS. SUBMIT READY-MIX DELIVERY TICKETS, ASTM C94-78. SUBMIT PRODUCT DATA FOR FINE AND COARSE AGGREGATES, ADMIXTURES, CONCRETE MIX DESIGN, JOINT DEVICES, ATTACHMENT ACCESSORIES, AND CURING COMPOUNDS.
3. TESTING AND ANALYSIS OF CONCRETE WILL BE PERFORMED BY THE CONTRACTOR UNDER PROVISIONS OF THESE NOTES. SUBMIT PROPOSED MIX DESIGN OF EACH CLASS OF CONCRETE TO ENGINEER FOR REVIEW PRIOR TO COMMENCEMENT OF WORK IN ACCORDANCE WITH SUBMITTAL REQUIREMENTS. SUBMITTAL SHALL INCLUDE PROPOSED LOCATION FOR EACH CLASS OF CONCRETE.
4. INDEPENDENT TESTING LABORATORY SHALL TAKE CYLINDERS AND PERFORM SLUMP AND AIR ENTRAINMENT TESTS IN ACCORDANCE WITH ACI 301. CONTRACTOR WILL BE REQUIRED TO CONTACT TESTING LAB TO BE PRESENT FOR CONCRETE DELIVERIES. MAINTAIN RECORDS OF PLACED CONCRETE ITEMS. RECORD DATE, LOCATION OF POUR, QUANTITY, AIR TEMPERATURE, AND TEST SAMPLES TAKEN.
5. PROVIDE 5 TEST CYLINDERS PER SET. TEST ONE AT 3 DAYS, ONE AT 7 DAYS, TWO AT 28 DAYS, AND HOLD ONE. SLUMP TESTS SHALL BE TAKEN FOR EVERY TRUCK DELIVERY AND EACH SET OF TEST CYLINDERS TAKEN. IN GENERAL, CYLINDERS SHALL BE TAKEN FOR EACH CONCRETE POUR EVENT, AND EVERY 50 CUBIC YARDS PLACED. ALL TESTS FAILING MINIMUM SPECIFIED CRITERIA SHALL BE BILLED TO AND PAID FOR BY THE CONTRACTOR.
6. CONCRETE MATERIALS:

A. CEMENT: ASTM C150 - TYPE II CEMENT FOR ALL SANITARY AND DRAINAGE STRUCTURES. TYPE I OR TYPE II CEMENT FOR CURBS, GUTTERS, DRIVEWAYS, AND OTHER CONCRETE WORK.

B. FINE AND COARSE AGGREGATES: ASTM C33.

C. WATER: CLEAN AND POTABLE WATER.
7. ADMIXTURES:

A. AIR ENTRAINMENT: ASTM C260. USE DAREX IIAEA OR APPROVED EQUAL.

B. WATER-REDUCING ADMIXTURES MAY BE USED AND MUST MEET ASTM C-494 AS A TYPE A AND TYPE D. USE WRDA 64 OR EQUAL.

C. USE OF CALCIUM CHLORIDE IS NOT PERMITTED.

D. AIR ENTRAINING AGENT TO NORMAL WEIGHT CONCRETE MIX IF USED, SHALL NOT EXCEED 4%.

E. SUPERPLASTICIZERS MUST MEET ALL ASTM REQUIREMENTS AND HAVE COMPATIBILITY TEST RESULTS WITH APPROVED MIX DESIGN.
8. CONCRETE MIX:

A. MIX CONCRETE IN ACCORDANCE WITH ASTM C94.

B. PROVIDE CONCRETE TO SATISFY THE FOLLOWING REQUIREMENTS:

B.1. COMPRESSIVE STRENGTH (28 DAYS): 3000 PSI FOR SIDEWALKS AND CURBS, 4000 PSI FOR DRIVEWAYS AND ALL OTHER LOCATIONS, 5000 PSI FOR TRANSFORMER PADS.

B.2. WATER/CEMENT RATIO MAXIMUM 0.50 WITHOUT ADMIXTURES BY WEIGHT.

B.3. FLY ASH CONTENT: MAXIMUM 15% OF CEMENT CONTENT, TYPE F ONLY.

B.4. SLUMP 4 ± 1 INCH REGULAR, 7-8 INCH WITH SUPERPLASTICIZER, 6-8 INCH PEA ROCK PUMP MIX.

9. USE SET-RETARDING ADMIXTURES DURING HOT WEATHER ONLY WHEN APPROVED BY ENGINEER. AIR ENTRAINING AGENT MAY BE CONSIDERED IN CONCRETE MIX, HOWEVER, CONTENT MUST BE KEPT TO A MINIMUM, AND CAREFULLY MONITORED FOR ADDITION TO MIX DESIGN.

10. ACCESSORIES:

A. VAPOR BARRIER: 10 MIL THICK CLEAR POLYETHYLENE FILM, TYPE RECOMMENDED FOR BELOW-GRADE APPLICATION.

B. NON-SHRINK GROUT: PREMIXED COMPOUND CONSISTING OF NON-METALLIC AGGREGATE, CEMENT, WATER REDUCING AND PLASTICIZING AGENTS; CAPABLE OF DEVELOPING MINIMUM COMPRESSIVE STRENGTH OF 2400 PSI IN 48 HOURS AND 7000 PSI IN 28 DAYS.

C. WATER STOP (PVC): 4" X 3/16" WATER STOP, DUMBELL POLYVINYLCHLORIDE GREENSTREAK - STYLE 741 OR APPROVED EQUIVALENT.

D. WATER STOP (OTHER): BENTONITE TYPE STRIPS RX101, OR APPLICABLE TO CONDITION, AS MANUFACTURED BY VOLCLAY, OR EQUAL.

11. ALL CONCRETE TO BE CAST IN THE DRY. REFER TO DEWATERING NOTES FOR DETAILS.

12. INSTALL VAPOR BARRIER UNDER ALL SLABS, FOOTINGS, AND OTHER CONCRETE EXPOSED EARTH. LAP JOINTS A MINIMUM OF 6 INCHES. DO NOT DISTURB OR DAMAGE VAPOR BARRIER WHILE PLACING CONCRETE. REPAIR DAMAGED VAPOR BARRIER.

13. PLACE CONCRETE IN ACCORDANCE WITH ACI 301 AND FDOT STANDARD SPECIFICATIONS. ENSURE REINFORCEMENT, INSERTS, EMBEDDED PARTS, FORMED JOINTS ARE NOT DISTURBED DURING CONCRETE PLACEMENT.

14. CONTRACTOR NEEDS TO USE MECHANICAL VIBRATING EQUIPMENT FOR CONSOLIDATING CONCRETE AND SHOULD HAVE A MINIMUM OF (2) TWO OPERABLE VIBRATORS ON THE JOB.

15. SAW CUT CURB JOINTS WITHIN 24 HOURS AFTER PLACING. USE 3/16 INCH THICK BLADE, CUT 1/4 OF SLAB THICKNESS.

16. IMMEDIATELY AFTER PLACEMENT, PROTECT CONCRETE FROM PREMATURE DRYING, EXCESSIVELY HOT OR COLD TEMPERATURES, AND MECHANICAL INJURY. WATER CURE CONCRETE SURFACES IN ACCORDANCE WITH ACI 301 FOR 7 DAYS OR APPLY CURING COMPOUND.

17. NOTIFY ENGINEER IMMEDIATELY UPON REMOVAL OF FORMS. NO SURFACES ARE TO BE PATCHED OR BACKFILLED PRIOR TO BEING REVIEWED BY THE ENGINEER.

18. PATCH IMPERFECTIONS AS REQUESTED BY THE ENGINEER OR HIS FIELD REPRESENTATIVE IN ACCORDANCE WITH ACI 301 AND FDOT STANDARDS.

19. EXCESSIVE HONEYCOMB OR EMBEDDED DEBRIS IN CONCRETE IS NOT ACCEPTABLE. NOTIFY ENGINEER UPON DISCOVERY.

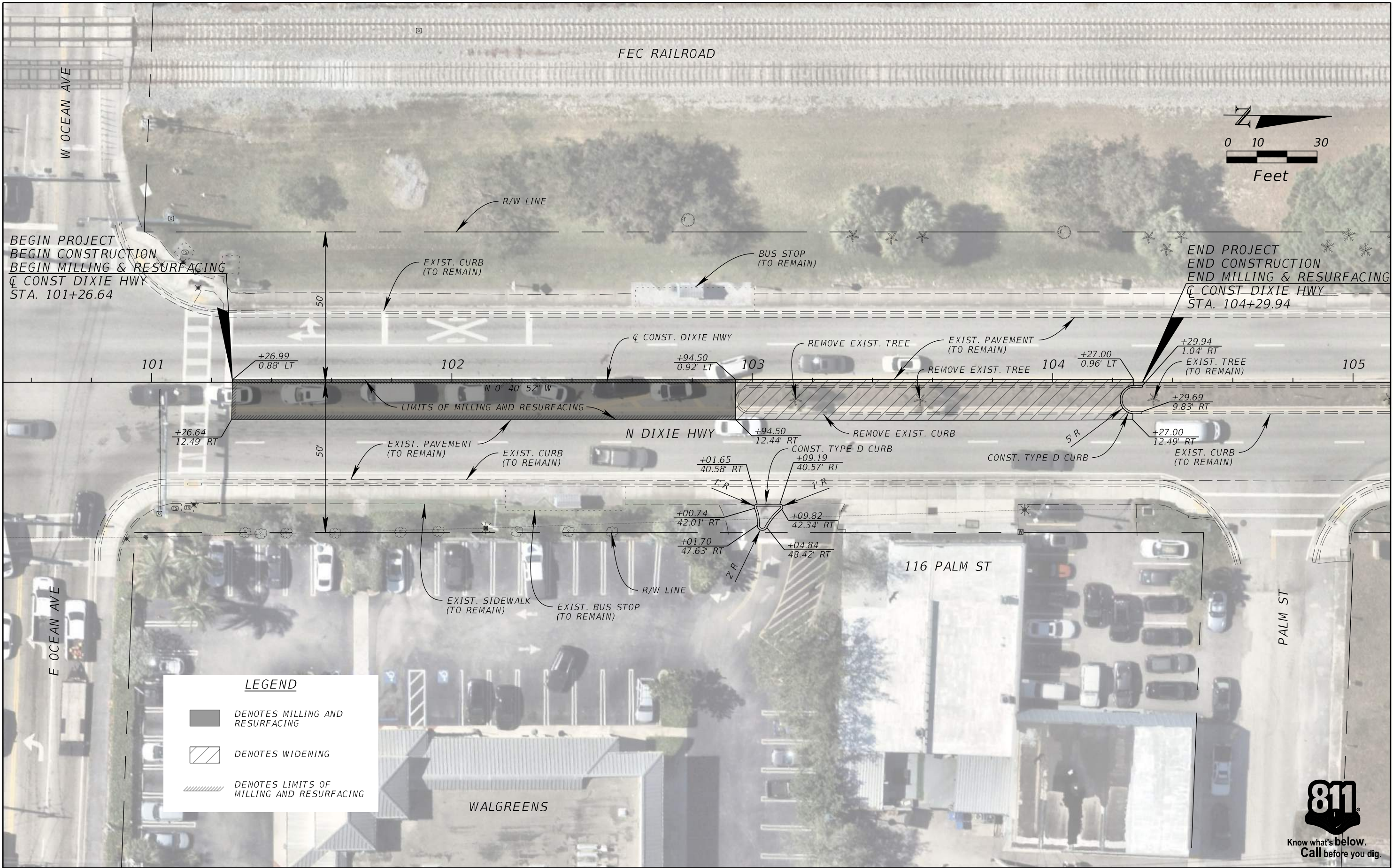
20. DAMP PACK MATERIAL SHALL BE TAMPED INTO PLACE AND FINISHED TO MATCH ADJACENT CONCRETE SURFACES. SURFACES WHICH HAVE BEEN DAMP-PACKED SHALL BE IMPROVED THROUGH THE USE OF AN APPROVED EPOXY BONDING AGENT.

21. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR APPLY A PLASTER COAT OR OTHER MATERIAL OVER THE HONEYCOMB AREAS TO CONCEAL THE EXISTENCE OF THE HONEYCOMB IN THE CONCRETE.

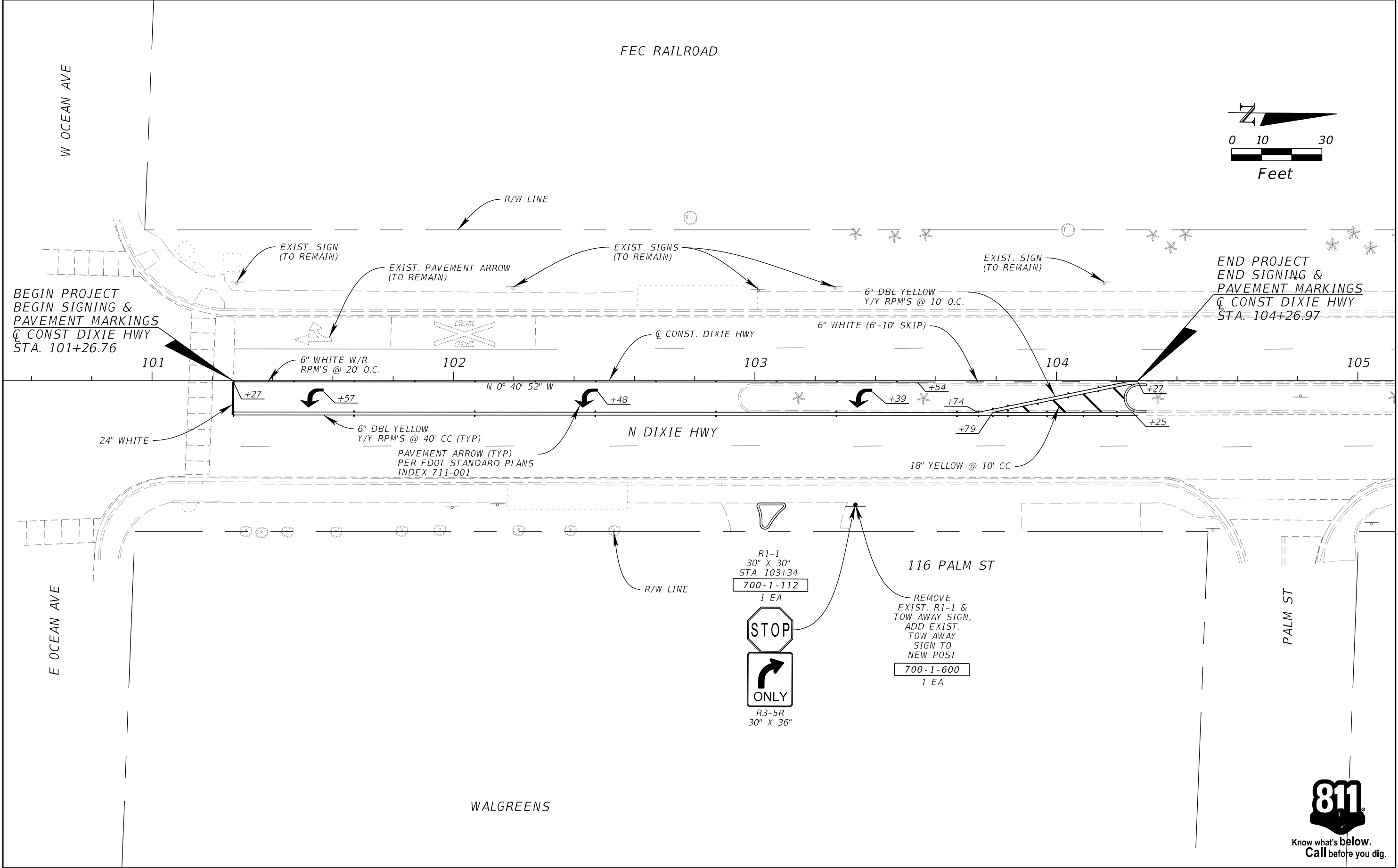


Know what's below.
Call before you dig.

REVISIONS		<div>Kimley»Horn</div> <div>1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411</div> <div>PHONE: 561-845-0665 FAX: 561-863-8175</div> <div>WWW.KIMLEY-HORN.COM REGISTRY NO. 35106</div>	<div>KHA PROJECT</div> <div>144442030</div> <div>DATE</div> <div>04/2025</div> <div>SCALE AS SHOWN</div> <div>DESIGNED BY</div> <div>DRAWN BY</div> <div>CHECKED BY</div>	<div>N DIXIE HIGHWAY TURN LANE</div> <div>IMPROVEMENTS</div> <div>PREPARED FOR THE</div> <div>TOWN OF LANTANA</div>	<div>LICENSED PROFESSIONAL</div> <div>BRANDON C. KERN, P.E.</div> <div>P.E. LICENSE NO.</div> <div>90729</div>	<div>GENERAL NOTES</div>	<div>SHEET NO.</div> <div>7</div>
DATE	DESCRIPTION						



REVISIONS		<div><p>1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411 PHONE: 561-845-0665 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM REGISTRY NO. 35106</p></div>	KHA PROJECT 144442030		<div><p><i>N DIXIE HIGHWAY TURN LANE IMPROVEMENTS</i></p><p><i>PREPARED FOR THE TOWN OF LANTANA</i></p><div><div>PALM BEACH COUNTY</div><div>FLORIDA</div></div></div>	LICENSED PROFESSIONAL	<div><p><i>ROADWAY PLAN</i></p></div>	SHEET NO. 8
DATE	DESCRIPTION		DATE 04/2025	BRANDON C. KERN, P.E. P.E. LICENSE NO. 90729				
			SCALE AS SHOWN	DATE:				
			DESIGNED BY					
			DRAWN BY					
			CHECKED BY					



REVISIONS	
DATE	DESCRIPTION



1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411
PHONE: 561-845-0665 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

KHA PROJECT 144442030
DATE 04/2025
SCALE AS SHOWN
DESIGNED BY
DRAWN BY
CHECKED BY

N DIXIE HIGHWAY TURN LANE IMPROVEMENTS
PREPARED FOR THE
TOWN OF LANTANA

LICENSED PROFESSIONAL
BRANDON C. KERN, P.E. P.E. LICENSE NO. 90729
DATE:

SIGNING AND PAVEMENT MARKING PLAN

SHEET NO.
9

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

TOWN OF LANTANA
ITB NO.: 2025-12-PS
NORTH DIXIE HIGHWAY TURN LANE IMPROVEMENTS
BID FORM

Item#	Unit	Description	Qty	Bid Price (in numbers)
1	LS	Mobilization	1	\$ 26,804.00
2	LS	Maintenance of Traffic	1	\$ 17,409.00
3	LF	Sediment Barrier	525	\$ 5.25
4	EA	Inlet Protection System	4	\$ 968.00
5	AC	Clearing & Grubbing	0.04	\$ 7,932.00
6	SY	Removal of Existing Concrete	20	\$ 2,220.00
7	SY	Type B Stabilization (12")	195	\$ 2,340.00
8	SY	Optional Base Group 9	195	\$ 10,920.00
9	SY	Milling Existing Asphalt Pavement, 1" Average Depth	249	\$ 8,217.00
10	TN	Superpave Asphaltic Conc., Traffic C	10.7	\$ 5,863.60
11	TN	Asphaltic Concrete Friction Course, Traffic C, FC-9.5, PG76-22	24.4	\$ 9,296.40
12	LF	Concrete Curb, Type D	44	\$ 3,388.00
13	EA	Single Column Ground Sign Assembly, F&I Ground Mount, 12.0- 20.0 SF	1	\$ 2,480.00
14	EA	Single Column Ground Sign Assembly, Remove	1	\$ 302.00
15	EA	Raised Pavement Marker, Type B (Yellow/Yellow)	33	\$ 660.00
16	EA	Raised Pavement Marker, Type B (White/Red)	12	\$ 240.00
17	LS	Painted Pavement Markings, Final Surface	1	\$ 1,475.00
18	LF	Thermoplastic, Standard, White, Solid, 24" for Stop Line and Crosswalk	11	82.50 \$
19	GM	Thermoplastic, Standard, White, 2-4 Dotted Guideline/6-10 Gap Extension, 6"	0.013	156.00 \$
20	EA	Thermoplastic, Standard, White, Arrow	3	\$ 381.00

21	LF	Thermoplastic, Standard, Yellow, Solid, 18" for Diagonals and Chevrons	23	126.50 \$
22	GM	Thermoplastic, Standard-Other Surfaces, White, Solid, 6"	0.043	\$ 313.90
23	GM	Thermoplastic, Standard-Other Surfaces, Yellow, Solid, 6"	0.132	\$ 963.60
TOTAL BASE BID (Items 1 thru 23)				\$ 102,543.75

This is my complete Bid Proposal submitted for review by the Town.

Florida Blacktop, Inc.

Typed Name & Company Name

Dated October 7, 2025

Signature of Bidder

NORTH DIXIE HIGHWAY TURN LANE IMPROVEMENTS AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of November, 2025 ("Effective Date") by and between the Town of Lantana, a Florida municipal corporation ("Town"), whose address is 500 Greynolds Circle, Lantana, Florida 33462, and Florida Blacktop, Inc., a Florida corporation ("Contractor"), whose address is 8413 Stagecoach Lane, Boca Raton, Florida, 33496.

WHEREAS, the Town desires to retain the services of the Contractor to provide the goods and services in accordance with the Town's Invitation to Bid No. 2025-12-PS and the Contractor's response thereto,

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

ARTICLE 1. INCORPORATION OF INVITATION TO BID

This Agreement includes and incorporates herein by this reference the terms, conditions, and specifications set forth in the Town's Invitation to Bid No. 2025-12-PS (the "ITB"), and the Contractor's response thereto, including all documentation required thereunder. In the event of a conflict between this Agreement, the ITB and the Contractor's response, the documents shall have precedence in the following order: this Agreement, the ITB, and then the Contractor's response to the ITB.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the ITB.

ARTICLE 3. COMPENSATION

The Town shall pay the Contractor in accordance with the terms, conditions, and specifications set forth in the ITB and the Contractor's response thereto.

ARTICLE 4. AVAILABILITY OF FUNDS

The Town's performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Town Council.

ARTICLE 5. DEFAULT, DEFAULT REMEDIES, AND TERMINATION FOR CAUSE

This Agreement may be terminated for cause by action of the Town or by Contractor if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. The Town shall not be obligated or liable for any future payments due or for any damages as a result of termination under this Article 6.

ARTICLE 6. TERMINATION FOR CONVENIENCE/FISCAL FUNDING OUT

- (a) The Town may terminate performance of work under this contract in whole or, from time to time, in part if the Town determines that termination is in the Town's interest.

The Town shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

- (b) After receipt of a Notice of Termination, and except as directed by the Town, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (3) Terminate all subcontracts to the extent they relate to the work terminated.
 - (4) Complete performance of the work not terminated.
 - (5) For contract work performed before the effective date of termination, the Town will pay for the cost of this work.
- (c) Contractor acknowledges and agrees that One Thousand Dollars (\$1,000.00) of the compensation to be paid by Town, the receipt and adequacy of which is hereby acknowledged by Contractor, is given as special consideration to Contractor for Town's right to terminate this Agreement for convenience.
- (d) The Town's obligations under this Agreement are specifically conditioned upon the availability of lawful appropriations by the Town Council. Notwithstanding any contrary provision of this Agreement, each payment obligation of the Town created by this Agreement is conditioned upon the availability of funds that are lawfully appropriated by the Town Council for Ground Maintenance Services. If such funds are not appropriated (a "Non-appropriation Event"), this Agreement shall automatically terminate on September 30th of the last year for which funds were appropriated. No penalty shall accrue to the Town should a Non-appropriation Event occur and such occurrence shall not constitute a breach or default by the Town.
- (e) The Town shall not be obligated or liable for any future payments due or for any damages as a result of termination under this Article 6.

ARTICLE 7. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

This Agreement includes and is subject to the required contract provisions for Federal-Aid construction contracts attached to and incorporated by reference in the ITB.

ARTICLE 8. CLEAN AIR ACT

Contractor shall, in the course of performing pursuant to this Agreement, comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

ARTICLE 9. ENERGY EFFICIENCY

Contractor shall, in the course of performing pursuant to this Agreement, comply with all applicable standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

ARTICLE 10. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, *Fla. Stat.*, if the Contractor: (i) provides a service; and (ii) acts on behalf of the Town as provided under Section 119.011(2) *Fla. Stat.*, the Contractor shall comply with the requirements of Section 119.0701, *Fla. Stat.*, as it may be amended from time to time. The Contractor is specifically required to:

- A. Keep and maintain public records required by the Town to perform services as provided under this Contract.
- B. Upon request from the Town's Custodian of Public Records, 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 or as otherwise provided by law. The Contractor further agrees that all fees, charges, and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. 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 contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.
- D. Upon completion of the Contract the Contractor shall transfer, at no cost to the Town, all public records in possession of the Contractor unless notified by Town's representative/liaison, on behalf of the Town's Custodian of Public Records, to keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, 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 Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to Town, upon request of the Town's Custodian of Public Records, in a format that is compatible with the information technology systems of Town, at no cost to Town.

Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. Town shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, *Fla. Stat.*, and other requirements of state law applicable to public records not specifically set forth herein.

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 CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TOWN CLERK, TOWN HALL, 500 GREYNOLDS CIRCLE, LANTANA, FL 33462, BY E-MAIL AT KDOMINGUEZ@LANTANA.ORG OR BY TELEPHONE AT 561-540-5016.

ARTICLE 11. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, emailed, or sent by overnight courier, with proof of delivery, to the following addresses:

- i. As to the Town: Town of Lantana
500 Greynolds Circle
Lantana, Florida 33462
Attn: Town Manager
Email: braducci@lantana.org
- ii. with a copy to: Lohman Law Group, P.A.
515 N. Flagler Drive, Suite 350
West Palm Beach, FL 33401
Attn: R. Max Lohman, Town Attorney
Email: max@lohmanlawgroup.com
- iii. As to the Contractor: Florida Blacktop, Inc.
8413 Stagecoach Lane
Boca Raton FL 33496
Attn.: Elias Shaouy, President
Email: floridablacktop@gmail.com

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be the date first set forth above.

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

e. Attorney's Fees. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

f. Third-party Beneficiary. No provision of this Agreement is intended to, or shall be

g. Grant Funding. It is hereby understood and acknowledged by Contractor that this Agreement may be funded, at least in part, by grants awarded to the Town by superior government agencies. Contractor further agrees to indemnify and hold the Town harmless for any loss of grant funding, when such loss arises from Contractor's acts, omissions, and/or negligence. This paragraph shall survive termination of this Agreement.

ARTICLE 12. TERM

The term of this Agreement shall commence immediately upon execution by both parties. The Work will commence upon the Town's issuance of a Notice to Proceed ("NTP") to the Contractor. Thereafter, the Contractor shall have 10 days to apply for building permits, and otherwise as appropriate. The Work must reach Substantial Completion within 90 calendar days from issuance of the NTP. Final Completion must be achieved within 120 calendar days from issuance of the NTP. Notwithstanding anything set forth in this Article 12., this Agreement may be terminated in accordance with Articles 5 and 6 hereof.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

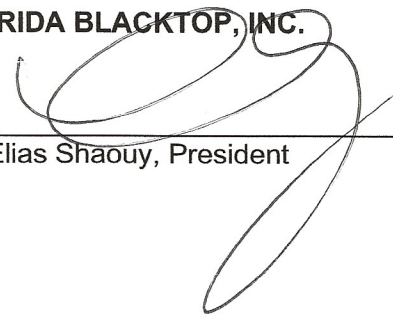
TOWN OF LANTANA, FLORIDA

By: _____
Brian K. Raducci, Town Manager

By: _____
Kathleen Dominguez, Town Clerk

FLORIDA BLACKTOP, INC.

By: _____
Elias Shaouy, President



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
R. Max Lohman, Town Attorney



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8d

PREPARED BY: Kathleen Dominguez, CMC, Town Clerk

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

MEETING DATE: November 10, 2025

AGENDA ITEM: Town Manager Review/Approval of Contract Amendments.

ISSUE/BACKGROUND:

During the first session of the Workshop Series held on October 10, 2025, the Town Council discussed the Town Manager's employment agreement, which began as a five-year agreement on October 11, 2021. October 11, 2025 marked the four-year anniversary of that agreement.

At the October 10th Workshop, the Town Manager requested that the Town Council consider two (2) options for continuation of his contract:

1. Extension of the current contract for an additional five (5) years; or
2. Transitioning the contract to an open-ended term.

By consensus, the Town Council directed staff to proceed with the open-ended contract option.

ATTACHMENT(S):

1. Town_Manager_Agreement_Amendment_-_11-10-2025.pdf

SAMPLE MOTION:

I move to (approve)(disapprove) the transition of the Town Manager's employment agreement to an open-ended term, as discussed during the October 10, 2025 Workshop Series.

**AMENDMENT TO THE TOWN OF LANTANA
TOWN MANAGER EMPLOYMENT AGREEMENT**

THIS AMENDMENT TO THE TOWN MANAGER EMPLOYMENT AGREEMENT ("AGREEMENT") is made and entered into this _____ day of _____, 2025, by and between the TOWN OF LANTANA, FLORIDA, a municipal corporation, hereinafter called "Employer" or "Town,") and BRIAN K. RADUCCI, hereinafter called "Employee" or "Brian K. Raducci."

WITNESSETH:

WHEREAS, the parties previously entered into a Town Manager Employment Agreement;

WHEREAS, the parties have decided to amend said Town Manager Employment Agreement;

NOW, THEREFORE, parties intending to be legally bound, for good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. TERM.

Employee agrees to remain in the exclusive employ of Employer as the chief administrative officer of the Town beginning October 11, 202~~4~~⁵ for a term of five (5) years pursuant to Article IV, Section 2 (a) of the Town Charter, and neither to accept other employment nor to become employed by any other employer until termination as hereinafter provided. This Agreement will automatically renew for another term of five (5) years, unless the Town Council by a majority vote of the entire body, provides written notice of its intent not to renew said Agreement no less than one (1) year prior to the expiration of the then current term.

In all other respects, the provisions of the Town Manager Employment Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Town Manager Employment Agreement to be executed by their duly authorized officials.

By: _____
Brian K. Raducci, Town Manager

Town of Lantana, Florida

By: _____
Karen Lythgoe, Mayor

Attest: _____
Kathleen Dominguez, CMC, Town Clerk

(SEAL)

Approved as to form and legal sufficiency.

R. Max Lohman, Town Attorney