



LANTANA TOWN COUNCIL

DAVID J. STEWART, MAYOR _____
 MALCOLM BALFOUR, VICE MAYOR _____
 PHILIP J. ARIDAS, VICE MAYOR PRO TEM _____
 LYNN J. MOORHOUSE, COUNCILMEMBER _____
 EDWARD PAUL SHROPSHIRE, COUNCILMEMBER _____

LANTANA STAFF

DEBORAH S. MANZO, TOWN MANAGER _____
 R. MAX LOHMAN, TOWN ATTORNEY _____
 NICOLE A. DRITZ, TOWN CLERK _____
 PUBLIC IN ATTENDANCE _____

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

2. APPROVAL OF MINUTES:

- a. Minutes of the Regular Meeting of June 24, 2019.
- b. Minutes of the Budget Workshop of June 24, 2019.

3. AGENDA APPROVAL:

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

4. STAFF AND COMMITTEE REPORTS:

- a. Council Reports
- b. Town Manager Report
- c. Update from Representative Al Jacquet
- d. Proclamation recognizing Louise L. Overby's 100th Birthday

5. ORDINANCES AND RESOLUTIONS:

- a. Consideration of Ordinance O-12-2019, amending Chapter 6. Buildings and building regulations. in order to revise regulations related to driveway materials and hurricane shutter installation time frames.
Remarks: Second Reading

6. MISCELLANEOUS:

- a. Setting the proposed millage rate and the date, time, and location of the First Public Hearing for the Fiscal Year 2019-2020 Budget.
- b. Consideration of a proposal to enter into an agreement with Florida Power and Light (FPL) to replace 538 high pressure sodium street lights fixtures to light emitting diodes (LED) fixtures at the same locations town wide.

*indicates a quasi-judicial hearing

- c. Consideration of a proposal to fund the remodeling of the beach restrooms using one cent surtax.
- d. Consideration of a piggyback contract with M&M Asphalt Maintenance Inc., d/b/a All County Paving for repaving Caribbean Way in an amount not to exceed \$42,575.20.

7. STATEMENTS FROM THE PUBLIC:

8. ITEMS FOR FUTURE AGENDAS (subject to change)

July 22, 2019	<ul style="list-style-type: none"> • Consideration of a Resolution for the Town to partner with the US Census Bureau to support the 2020 Census. • Consideration of Ordinance O-14-2019, amending Chapter 12. Nuisances. • Consideration of an application for Special Exception for a congregate living facility with over 14 residents at 804 and 808 S. Broadway. • Consideration of a bid award for a CDBG sidewalk project. • Consideration of a discussion of Lantana's 100th Celebration.
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Future Events

July 18, 2019	Special Magistrate Hearing, 5:30 p.m. – Town Hall
July 22, 2019	Town Council Meeting, 7:00 p.m. – Town Hall
July 24, 2019	Planning Commission Meeting, 7:00 p.m. – Town Hall

9. COUNCIL COMMENTS:

10. ADJOURNMENT:

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 Nicole Dritz, Town Clerk at Lantana Town Hall, 500 Greynolds Circle, Lantana, Florida, 561-540-5000.

 “If a person decides to appeal any decision made by the Town Council with respect to any matter considered at subject meeting, he will need a record of the proceedings and for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.” (F.S. 286.0105)

**TOWN OF LANTANA
REGULAR MEETING MINUTES
June 24, 2019**

1. ROLL CALL:

Mayor Stewart called the regular meeting to order at 7:00 p.m. and **Mrs. Trent** called the roll. There was a moment of silent prayer followed by the Pledge of Allegiance to the flag. **Mayor Stewart** asked that Costa, from the Dune Deck, sister who passed away recently and people in our Town working to help each other in their times of stress be remembered.

PRESENT: Mayor Stewart, Vice Mayor Balfour, Vice Mayor Pro Tem Aridas, Councilmember Moorhouse and Councilmember Shropshire.

ALSO PRESENT: Deborah S. Manzo, Town Manager; Mrs. Trent, Town Clerk; R. Max Lohman, Legal Counsel and approximately 33 spectators.

2. APPROVAL OF MINUTES:

Vice Mayor Balfour made a motion to approve the agenda as submitted.
Councilmember Shropshire seconded the motion.
Motion passed 5-0.

3. AGENDA APPROVAL:

Councilmember Aridas made a motion to approve the agenda as submitted.
Councilmember Moorhouse seconded the motion.
Motion passed 5-0.

4. STAFF AND COMMITTEE REPORTS:

a. Council Reports

Councilmember Aridas stated that he attended the Beach Clean Up event and said the beach is looking good. He said the restrooms look great and thanked the Town Manager and staff.

There were no other reports.

b. Town Manager Report

None.

5. ORDINANCES AND RESOLUTIONS:

None.

6. MISCELLANEOUS:

*a. Consideration of a request for Special Exception approval to allow a restaurant greater than twenty-five hundred (2,500) square feet per Section 23-96(d)(21) of the Town of Lantana Code of Ordinances for the property located at 202-210 E. Ocean Ave. in the C1-Commercial Zoning District. (Case # SE19-0001)

Mayor Stewart introduced and explained this item on the agenda as well as item 6b and explained they would be discussed together, but voted on separately.

Mayor Stewart explained Quasi-Judicial.

Mayor Stewart asked for Council disclosures. **Councilmember Aridas** disclosed he spoke with the Town Manager. **Vice Mayor Balfour** disclosed he spoke with the Town Manager and walked around the restaurant. **Councilmember Shropshire** disclosed he spoke with Dave Arm and the Town Manager and some of the residents. **Mayor Stewart** disclosed he spoke with the Town Manager, Dave Arm and someone associated with the restaurant. There were no other Council disclosures.

Attorney Lohman swore in 4 members of the public.

David Thatcher, Development Services Director, asked the Town Attorney if agenda item 6b would be dependent on approval of agenda item 6a.

Attorney Lohman clarified that item 6b was dependent on approval of item 6a.

David Thatcher, Development Services Director, then explained both agenda items and gave recommendations from the Plan Review Committee.

The applicants, **Arlene Klein** and **Lisa Mercado**, 210 E. Ocean Avenue, gave an overview of the request.

There were no individuals from the public who commented on the agenda item.

There was Council discussion.

Councilmember Moorhouse made a motion to approve Special Exception 19-0001 to allow a restaurant greater than 2,500 square feet on the property located at 210 E. Ocean Avenue in the C1-Commercial Zoning District.

Vice Mayor Balfour seconded the motion.

Motion passed 5-0.

*b. Consideration of a request for Special Exception use of “shared parking” relative to Sec. 23-96(d)(10) of the Lantana Code of Ordinances by Eugene Fagan on behalf of the Small Corporation for Ravish restaurant located at 210 East Ocean Avenue in the C1 Zoning District. (Case # SE19-0003)

Mayor Stewart introduced and explained this item on the agenda and asked for any additional Council disclosures. **Mayor Stewart** disclosed that some residents had concerns about Council approving additional restaurants immediately after reducing the parking requirements.

There were no other additional Council disclosures for this agenda item.

David Thatcher, Development Services Director, gave recommendations from the Plan Review Committee.

The applicant, **Arlene Klein**, 210 E. Ocean Avenue, gave an overview of the request.

The following individuals from the public commented on the agenda item:

Dave Arm, Greater Lantana Chamber of Commerce.

There was Council discussion.

Councilmember Moorhouse made a motion to approve the Special Exception use of “shared parking” to allow Ravish Restaurant located at 210 East Ocean Avenue to share the parking located at 212 E. Ocean Avenue in accordance with Section 23-96(d)(10) of the Lantana Code of Ordinances.

Vice Mayor Balfour seconded the motion.

Motion passed 4-1. (Nay Mayor Stewart)

Mayor Stewart stated that he cannot be in favor of this as we have already reduced our parking requirements and shared parking has been done in the past and it has technically not worked out.

*c. Consideration of a height exception request, pursuant to Section 23-81(g)(4), Height limitations - Exceptions, of the Town of Lantana Code of Ordinances, to allow for an elevator / stair tower to reach the height of 40’4”, exceeding the maximum allowable building height of 35’ by 5’4”, for access to the roof deck. (Case # HE19-0001)

Mayor Stewart introduced and explained this item on the agenda.

Mayor Stewart explained Quasi-Judicial.

Mayor Stewart asked for Council disclosures. **Councilmember Moorhouse** disclosed he spoke with some of the residents on the island and the Town Manager and reviewed old applications for similar structures. **Councilmember Aridas** disclosed he spoke with the Town Manager. **Vice Mayor Balfour** disclosed he spoke with the Town Manager and some neighbors. **Councilmember Shropshire** disclosed he spoke with the Town Manager and Dave Arm. **Mayor Stewart** disclosed he spoke with the Town Manager and Town Attorney.

Attorney Lohman swore in 4 members of the public.

David Thatcher, Development Services Director, gave recommendations from the Plan Review Committee.

There was Council discussion.

The applicant’s representative, **Jeffrey Silberstein**, 524 NE 2nd Street, Delray Beach, gave an overview of the request.

There was Council discussion and the applicant answered questions from Council.

The following individuals from the public commented on the agenda item.

Media Beverly, 1424 S. Atlantic Drive, **Michelle Donahue**, 306 S. Atlantic Drive, **Diane Vilagi**, 605 SE Atlantic Drive.

There was Council discussion.

David Thatcher, Development Services Director, answered questions from Council.

Mayor Stewart asked the petitioner for any final comments. There were none.

Councilmember Moorhouse made a motion to deny the request for Height Exception HE19-0001 relative to Sec. 23-8 (g) (4) to allow an elevator / stair tower to extend to 5'4" above the maximum allowable building height of 35', for a height of 40'4", on a new residence to be located on a property at 612 SE Atlantic Dr, Lantana, FL, in the R1A zoning district.

Councilmember Aridas seconded the motion.

Motion passed 5-0.

d. Consideration of assigning a Representative and Alternate to the Issues Forum.

Mayor Stewart introduced and explained this item on the agenda.

David Thatcher, Development Services Director, gave an overview of the agenda item
No individuals from the public commented on the agenda item.

There was Council discussion.

Councilmember Moorhouse made a motion to assign Councilmember Shropshire to the representative position and Vice Mayor Balfour to the alternate position of the Issues Forum.

Councilmember Aridas seconded the motion.

Motion passed 5-0.

7. STATEMENTS FROM THE PUBLIC:

Donnie Brown, 604 W. Ocean Avenue, expressed her concerns about using tar for the pathway in the Nature Preserve and would like the Council to reconsider their vote.

Mary Lacorazza Genova, 1232 W. Ocean Avenue, expressed her concerns about an asphalt pathway in the Nature Preserve and would like Council to reconsider their vote, and stated that she would reach out to the original Project Manager for the pathway.

Mary Jude Smith, 102 Half Moon Circle, A-3, Hypoluxo, expressed her concerns about train horns and inquired if there is a Quiet Zone. **Mayor Stewart** answered her questions and also referred her to Hypoluxo Mayor Brown.

Media Beverly, 1424 S. Atlantic Drive, thanked Council for denying the application for a height exception and helping to preserve the nature of the island and said she would appreciate if the Council would revisit using asphalt for the Nature Preserve pathway.

Michelle Donahue, 306 S. Atlantic Drive, thanked Council for denying the application for a height exception and helping to preserve the nature of the island and would like Council to reconsider using asphalt in the Nature Preserve.

Cindy Milanese, 620 S. Broadway, expressed her concerns about laundry mats not recycling the plastic laundry detergent containers and would like Council to set an example by making it mandatory for them to do so. **Mayor Stewart** stated that Town staff can look into it and possibly bring it back to Council for consideration in the future.

Mayor Stewart closed the public portion of the meeting.

Mayor Stewart stated that there were a number of residents that would like Council to reconsider the decision from the last Council Meeting to use asphalt as the material for the Nature Preserve Pathway and he confirmed with the Town Attorney that it would require someone from the prevailing party to make a motion.

Councilmember Aridas made a motion to reconsider using asphalt for the pathway material.

Councilmember Moorhouse seconded the motion.

There was Council discussion.

Attorney Lohman answered questions from Council.

Motion passed 5-0.

There was Council discussion.

Town Manager Manzo answered questions from Council and clarified that the Nature Preserve was to be preserved as a public park and stated that she would work with the Town Attorney to determine ADA accessibility needs.

There was Council discussion and direction for the Town Manager to provide Council with information on existing permits for the pathway material and look into costs for shell rock, asphalt and the gunite and sand composite material that was used originally to construct the path.

ITEMS FOR FUTURE AGENDAS (subject to change)

See the agenda for future item information.

9. COUNCIL COMMENTS:

None.

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10. ADJOURNMENT:

The motion was made and carried unanimously. There being no further discussion, the meeting adjourned at 8:23 p.m.

Aye

Nay

Mayor Stewart

Vice Mayor Balfour

Councilmember Aridas

Councilmember Moorhouse

Councilmember Shropshire

ATTEST:

Deputy Town Clerk

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**TOWN OF LANTANA
WORKSHOP MEETING MINUTES
June 24, 2019**

1. ROLL CALL

Mayor Stewart called the workshop meeting to order at 5:30 p.m. and **Mrs. Trent** called the roll. There was a moment of silent prayer followed by the Pledge of Allegiance to the flag. **Mayor Stewart** asked that Costa, from the Dune Deck, sister who passed away recently and people in our municipality that are in need of our prayers be remembered.

PRESENT: Mayor Stewart, Vice Mayor Balfour, and Councilmember Moorhouse.

Vice Mayor Pro Tem Aridas and Councilmember Shropshire arrived at 5:33 p.m.

ALSO PRESENT: Mrs. Trent, Deputy Town Clerk; and approximately 12 spectators.

2. STAFF PRESENTATION OF THE DRAFT FISCAL YEAR 2019 BUDGET:

Mayor Stewart explained that the budget workshop is the first of a number that will be held so that Council can discuss the budget in a public meeting. **Finance Director Stephen Kaplan** gave a presentation including where the Town stands in the budgeting process, taxable values, revenues, expenses and capital projects. He explained details of the draft budget and said the General Fund expenditures current deficit = \$412,021 with approximately \$500,000 in savings from the current fiscal year and the Utility Fund expenditures current surplus = \$40,172.

He announced that the Town's next Budget Workshop is planned for July 8th at 6:00 p.m. and said the proposed millage rate and the date and time of the 1st Public Budget Hearing will be set at a July Town Council meeting.

3. COUNCIL DISCUSSION:

Mr. Kaplan and **Town Manager Manzo** answered various questions from Council about Infrastructure Surtax Fund revenue and projects. **Mayor Stewart** asked the Town Manager what type of direction she would like Council to provide. **Town Manager Manzo** stated that the current deficit is about \$400,000 and asked that monies left over from this year's budget be rolled over into a contingency account. By consensus, Council agreed to the request. There was discussion about items for consideration and Council directed the Town Manager to look into costs for alternative methods of parking enforcement.

Town Manager Manzo thanked Council and staff for their support throughout the entire budget process.

4. STATEMENTS FROM THE PUBLIC:

Catherine Skervin, 1307 Southwinds Drive, expressed concerns about parking enforcement throughout Town.

5. ADJOURNMENT

The motion was made and carried unanimously. There being no further discussion, the meeting was adjourned at 6:18 p.m.

Aye

Nay

Mayor Stewart

Vice Mayor Balfour

Councilmember Aridas

Councilmember Moorhouse

Councilmember Shropshire

ATTEST:

Deputy Town Clerk



Proclamation

Lantana, Florida

Honoring Louise L. Overby's 100th Birthday

WHEREAS, Louise L. Overby will be honored by friends and relatives on the occasion of her 100th birthday on July 20, 2019;

WHEREAS, she was born in Red Bank, New Jersey on July 15, 1919 and has been a resident of this community since 2012;

WHEREAS, she became the wife of the late John A. Overby in 1945;

WHEREAS, she has two daughters and one grandchild;

WHEREAS, during a long and productive lifetime, she has demonstrated in countless ways her dedication to the welfare of others and has earned the respect and affection of people from all walks of life and all ages;

NOW, THEREFORE, I, David J. Stewart, by virtue of the authority vested in me as Mayor of the Town of Lantana, Florida, do hereby deem it an honor and pleasure to extend this Proclamation to

Louise L. Overby

on the occasion of her 100th Birthday, with sincere congratulations and best wishes for many more happy, productive years.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Lantana, Florida to be affixed this 8th day of July 2019.

ATTEST:

Mayor David J. Stewart

Town Clerk

TOWN OF LANTANA
Agenda Item Summary

AGENDA ITEM: **Consideration of Ordinance O-12-2019, amending Chapter 6. Buildings and building regulations. in order to revise regulations related to driveway materials and hurricane shutter installation time frames.**

Remarks: Second Reading

ISSUE:

After reviewing Chapter 6. Buildings and Building Regulations. the Planning Director and Code Enforcement Supervisor met with the Town Attorney and identified areas in need of revision/regulation. This ordinance proposes to amend/create the following regulations:

- Amortize out shell rock, coquina, and similar parking spaces and driveways by June 23, 2020.
- Grandfather existing gravel, pebble, and/or rock driveways and parking spaces as of June 23, 2019.
- Clarify what constitutes prohibited “junk” in yards and in or on vehicles whether screened from view or not.
- Adopt new regulations related to the time frames during which hurricane shutters may be installed and prohibited boarding of windows and doors otherwise.

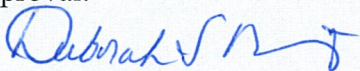
The Plan Review Committee has reviewed this ordinance and recommends approval.

ATTACHMENT:

1. Ordinance No. O-12-2019

SAMPLE MOTION:

I move to (approve) (deny) Ordinance No. O-12-2019 on second reading.

Town Manager Approval: 	Agenda Date: 7/8/2019	Town Council Action:
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ORDINANCE NO. O-12-2019

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING CHAPTER 6. BUILDINGS AND BUILDING REGULATIONS. BY REPEALING SECTION 6-30 AND READOPTING SAME, AS REVISED TO AMEND REGULATIONS RELATED TO DRIVEWAY MATERIALS, HURRICANE SHUTTERS, AND BOARDED UP WINDOWS; PROVIDING THAT THE REMAINDER OF CHAPTER 6. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ENACTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AN AUTHORITY TO CODIFY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Town Council of the Town of Lantana has determined that a need exists to amend and revise the regulations and standards related to permitted driveway materials, storage of junk on residential property, and the time permitted for hurricane shutters to be installed; and

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

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

SECTION 1: Chapter 6. Buildings and building standards. of the Code of Ordinances of the Town of Lantana is hereby amended by repealing Section 6-30. Maintenance and appearance standards for all structures. and readopting same, as revised; providing that Section 6-30 shall hereafter read as follows:

Sec. 6-30. - Maintenance and appearance standards for all structures.

(a) The owner, ~~and operator, licensee, and/or tenant~~ of all real properties within the town shall maintain the exterior of the premises in such a manner to conform with all town codes and ordinances; to avoid blighting influences on neighboring properties, and to avoid the creation of hazards to public health, safety and welfare. Properties shall be maintained in accordance with the following standards:

- (1) The exterior of all premises and every structure thereon, including all parts of the structure and appurtenances where exposed to public view, shall be maintained in good ~~condition~~ repair and shall not show evidence of deterioration, weathering, discoloration, ripping,

tearing or other holes or breaks. All screened enclosures shall be properly fitted, ~~and maintained, and in good repair~~. All other surfaces shall be maintained free of broken glass, crumbling stone, brick or stucco, or other conditions reflective of deterioration or inadequate maintenance.

- (2) All surfaces requiring paint, or which are otherwise protected from the elements shall be kept painted or protected. Painted surfaces shall be maintained free of graffiti, and with uniform colors, void of any evidence of deterioration.
- (3) All off-street parking spaces, including driveways but not including parking spaces located in swale areas as permitted by section 17-34, shall be asphalt, concrete or block and shall be hard surfaced and in good repair in compliance with town codes; provided however, that off-street parking spaces, including driveways, surfaced with gravel, pebbles, and/or rocks (not including shell rock, coquina, or similar) in existence prior to ~~October 25, 1993~~ June 24, 2019 shall not be in violation so long as ~~the owner of such off-street parking spaces and the public right-of-way, including the swale area, free from loose gravel and such off-street parking shall be~~ are maintained free from all vegetative growth. Gravel and shell rock (including pebbles, rocks, and coquina or similar) are strictly prohibited from being used in swale areas. Each property owner shall be responsible for the maintenance and upkeep of the swale areas immediately adjacent to and abutting their property. In the event an owner of property ~~containing~~ having off-street parking spaces surfaced with gravel makes repairs or renovations to ~~such~~ the subject property in excess of twenty-five (25) percent of the taxable value of the property as established by the Palm Beach County Tax Property Appraiser's office each year, then all off-street parking spaces, including driveways, of such property must come into compliance at that time. Shell rock (coquina or similar) is strictly prohibited for use as a driveway and/or parking surfaces. Any and all shell rock (coquina or similar) driveways and/or parking surfaces must be removed and brought into full compliance with this code on or before June 23, 2020. In the R1A zoning district the parking or storage of commercial or recreational vehicles is further regulated at subsection 23-131(b) and in all other residential districts it is prohibited to park any vehicle, other than a boat on a trailer, in the rear yard, except that this prohibition shall not apply to any multi-family properties which have a paved parking lot provided in the rear yard area. Furthermore, ~~there shall be no~~ off-street parking in the front yards or side yards adjacent

~~to the street~~ is strictly prohibited in any all residential districts, except in specifically permitted, ~~as~~ and approved off-street parking spaces provided for those single-family dwellings and duplexes.

- (4) Residential numerical street address required. Single-family dwellings shall display the address numbers using numeric characters a minimum of three (3) inches in height of a color contrasting with the background. The numeric characters shall be positioned directly above or beside the principal entrance into the dwelling or garage provided that such entrance or garage is clearly visible from the street. If the principal entrance or garage is not visible from the street, numbers shall be displayed either on a placard or mailbox near the access right-of-way to the property (i.e. next to the driveway) and positioned in such a way that the numbers are visible when approaching the residence in either direction on the main road right-of-way.
- (5) Commercial numerical street address required. Multi-unit dwellings and commercial buildings shall display the address numbers using numeric characters a minimum of eight (8) inches in height of a color contrasting with the background and placed on the building such that the numbers are clearly visible from the street. All commercial establishments shall also position for display the name of the business and the address with the letter and numeric characters a minimum of six (6) inches in height directly above or beside the rear entrance to the building.
- ~~(b) Property failing to meet the standards in subsection (a) hereinabove will be considered "deficient." A blighting influence on the surrounding neighborhood in violation of this code exists when a deficiency or combination of deficiencies represents more than twenty-five (25) percent of the area of any wall or roof or paved surface as viewed from any single vantage point off the property.~~
- (e) Only one (1) principal color may be used on each structure excluding those used to accent architectural features and/or trim.
- ~~(d)~~(c) Except as herein provided, the entire yard where exposed to public view must be kept free of debris and accumulations of property and equipment which present an unsightly appearance from usual vantage points on adjacent streets and properties. Lawn and landscape areas must be maintained according to the standards set forth in chapter 10.5. Height shall conform with all applicable town ordinances. Outdoor storage and the area used for such storage shall be

maintained in a clean, neat and presentable manner. The outdoor storage of loose vehicle parts, any type of equipment, appliance, furniture or machinery which is normally intended for indoor usage, and other similar accumulations is strictly prohibited. On corner lots, in all zoning districts, such property, when stored between a building and an adjacent street, shall be screened on all sides visible from either adjacent street by a shielding fence or landscaping, which shall be installed or maintained at six (6) feet in height. Provided, however, no such property shall be stored within a required side yard setback between a building and an adjacent street. In residential districts, outdoor storage shall be limited to personal property owned or leased by the occupant (owner or lessee) of the site. In residential districts it is also prohibited to store construction equipment/materials used for commercial purposes and not required for on-site construction pursuant to a valid construction permit or for normal property maintenance, including but not limited to lumber, concrete blocks, pipe and other building materials, tractors, bulldozers, graders, portable cement mixers, tools and other similar equipment and/or materials. Notwithstanding the foregoing, any accumulation of junk which has been left, placed, parked, or stacked unprotected from the elements, on a trailer or truck bed or outside of a structure, and shall include but not be limited to wrecked, inoperative, dilapidated or partially dismantled motor vehicles, trailers, boats, machinery, appliances, refrigerators, washing machines, plumbing fixtures, equipment, furniture and any other similar articles shall be considered a nuisance and is strictly prohibited whether such items are screened from view or not.

(d) Hurricane shutters and obstructed windows. Commercially manufactured hurricane shutters may be installed or affixed upon a dwelling or business, or closed if permanently attached, at any time so long as the dwelling or business is unoccupied and may remain installed or affixed so long as the dwelling or business remains unoccupied. Notwithstanding the foregoing, a dwelling or business that has been secured by hurricane shutters (either having been installed, affixed, or closed) may only be inhabited or occupied when any portion of Palm Beach County falls within the National Hurricane Center's five-day cone of probability for a named tropical storm event; hurricane shutters may be used to protect building/structure openings up to five days prior to storm landfall and may remain in place for no more than five days following storm passage. Plywood and the like may only be used to protect and/or secure a dwelling or business when Palm Beach County is within the five-day cone referenced

hereinabove. Accordingly, other than as set forth hereinabove, the boarding up or covering of window and door openings with anything or material, other than proper windows and doors, is strictly prohibited and shall be deemed to constitute a nuisance. Nothing in this section shall preclude the issuance of building permits for the installation of various hurricane shutter systems.

SECTION 2: The remainder of Chapter 6. Buildings and Building standards. shall remain in full force and effect as previously enacted.

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

SECTION 4: Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

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

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

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

FIRST READING this ____ day of _____, 2019.

SECOND AND FINAL READING this ____ day of _____, 2019.

TOWN OF LANTANA

Aye

Nay

MAYOR

Aye

Nay

COUNCIL MEMBER

Aye

Nay

COUNCIL MEMBER

Aye

Nay

COUNCIL MEMBER

Aye

Nay

COUNCIL MEMBER

ATTEST:

(SEAL)

TOWN CLERK

Approved as to form and
legal sufficiency.

TOWN ATTORNEY

TOWN OF LANTANA
Agenda Item Summary

AGENDA ITEM: **Consideration of setting the proposed millage rate and the date, time, and location of the First Public Hearing for the Fiscal Year 2019-2020 Budget.**

ISSUE:

In order for the Town to comply with the State "Truth in Millage" (TRIM) budget adoption guidelines, a proposed millage rate, along with setting of the date, time and location of the first Public Budget Hearing, must be approved no later than August 4, 2019 and provided to the Property Appraiser's Office in accordance with Section 200.065, *Florida Statutes*.

The proposed millage rate may be decreased, but cannot increase after being set by the Town Council in July. The date and time of the first Public Budget Hearing must be within 65 to 80 days of the certification of value (July 1st) and both the first and final Public Budget Hearings may not conflict with the budget hearings held by Palm Beach County School Board (September 4th) or Palm Beach County Board of County Commissioners (September 3rd and 16th). Therefore, the first Public Budget Hearing has been tentatively scheduled for **Monday, September 9, 2019, at 5:30 p.m.**, with the final Public Budget Hearing tentatively scheduled for Monday, September 23, 2019, at 5:30 p.m.; both hearings will be held in the Town Council Chambers.

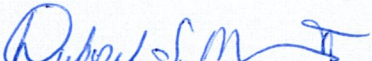
The current budget was crafted using 3.5 as the millage rate for fiscal year 2019-2020.

ATTACHMENT:

1. Millage rate scenario

SAMPLE MOTION:

I move to approve setting the proposed millage rate at _____ and setting the first Public Budget Hearing for Monday, September 9, 2019, at 5:30 p.m. in the Town Council Chambers, 500 Greynolds Circle, Lantana, Florida.

Town Manager Approval:	Agenda Date: 7/8/2019	Town Council Action:
		

Property Tax Example
of Town Council using Current Millage Rate

Assumptions/notes:

3.5 = current millage rate

Market value increases by 5%

Increase of assessed value for homestead property-CPI with 3% cap (1.9%)

Increase of assessed value for non-homestead property-10% cap

Not factoring discounts for early payments

Mayor David J. Stewart

	FY19	FY20
Millage Rate	3.5000	3.5000
Market Value	\$ 829,097	\$ 870,552
SOH Savings	\$ 387,087	\$ 420,144
Assessed Value	\$ 442,010	\$ 450,408
Exemption Amount	\$ 50,000	\$ 50,000
Taxable Value	\$ 392,010	\$ 400,408
Taxes paid/to be paid to Lantana	\$ 1,372	\$ 1,401
Change to tax levy		\$ 29

Property Tax Example
of Town Council using Current Millage Rate

Assumptions/notes:

3.5 = current millage rate
Market value increases by 5%
Increase of assessed value for homestead property-CPI with 3% cap (1.9%)
Increase of assessed value for non-homestead property-10% cap
Not factoring discounts for early payments

Councilmember Dr. Lynn Moorhouse, D.D.S.

	FY19	FY20
Millage Rate	3.5000	3.5000
Market Value	\$ 500,000	\$ 525,000
SOH Savings/State Statute	\$ 139,299	\$ 146,264
Assessed Value	\$ 360,701	\$ 378,736
Exemption Amount	\$ -	\$ -
Taxable Value	\$ 360,701	\$ 378,736
Taxes paid/to be paid to Lantana	\$ 1,262	\$ 1,326
Change to tax levy		\$ 64

Property Tax Example
of Town Council using Current Millage Rate

Assumptions/notes:

3.5 = current millage rate
Market value increases by 5%
Increase of assessed value for homestead property-CPI with 3% cap (1.9%)
Increase of assessed value for non-homestead property-10% cap
Not factoring discounts for early payments

Vice Mayor Malcolm Balfour

	FY19	FY20
Millage Rate	3.5000	3.5000
Market Value	\$ 836,786	\$ 878,625
SOH Savings	\$ 458,168	\$ 492,814
Assessed Value	\$ 378,618	\$ 385,812
Exemption Amount	\$ 50,000	\$ 50,000
Taxable Value	\$ 328,618	\$ 335,812
Taxes paid/to be paid to Lantana	\$ 1,150	\$ 1,175
Change to tax levy		\$ 25

Property Tax Example
of Town Council using Current Millage Rate

Assumptions/notes:

3.5 = current millage rate

Market value increases by 5%

Increase of assessed value for homestead property-CPI with 3% cap (1.9%)

Increase of assessed value for non-homestead property-10% cap

Not factoring discounts for early payments

Councilmember Philip J. Aridas

	FY19	FY20
Millage Rate	3.5000	3.5000
Market Value	\$ 196,422	\$ 206,243
SOH Savings	\$ 78,107	\$ 85,680
Assessed Value	\$ 118,315	\$ 120,563
Exemption Amount	\$ 50,000	\$ 50,000
Taxable Value	\$ 68,315	\$ 70,563
Taxes paid/to be paid to Lantana	\$ 239	\$ 247
Change to tax levy		\$ 8

Property Tax Example
of Town Council using Current Millage Rate

Assumptions/notes:

3.5 = current millage rate

Market value increases by 5%

Increase of assessed value for homestead property-CPI with 3% cap (1.9%)

Increase of assessed value for non-homestead property-10% cap

Not factoring discounts for early payments

Councilmember Edward Paul Shropshire

	FY19	FY20
Millage Rate	3.5000	3.5000
Market Value	\$ 170,286	\$ 178,800
SOH Savings	\$ 75,366	\$ 82,077
Assessed Value	\$ 94,920	\$ 96,723
Exemption Amount	\$ 50,000	\$ 50,000
Taxable Value	\$ 44,920	\$ 46,723
Taxes paid/to be paid to Lantana	\$ 157	\$ 164
Change to tax levy		\$ 7

TOWN OF LANTANA
Agenda Item Summary

AGENDA ITEM: **Consideration of a proposal to enter into an agreement with Florida Power and Light (FPL) to replace 538 high pressure sodium street lights fixtures with light emitting diodes (LED) fixtures at the same locations town wide**

ISSUE:

Staff has been in conversations with FPL concerning the conversion of 538 high pressure sodium street lights town wide to energy efficient LED (Light Emitting Diodes) lighting.

- \$844.68 annual energy and maintenance cost savings
- FPL provides all installation and maintenance
- Power consumption reduction annually 169,644 kwh
- CO2 reduction 119 metric tons/equivalent to 25 cars off the road
- Town selects fixture type
- More natural light
- Brighter light
- 6-8 month approval to project start
- 46 Decorative lights not including in conversion

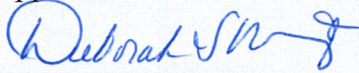
Staff is recommending the Town enter into an agreement with FPL to convert 538 high pressure sodium street lights to LED.

ATTACHMENTS:

- 1) FPL Agreement
- 2) FPL Presentation
- 3) FLP LED Lighting Plan

SAMPLE MOTION:

I move to (approve)(deny) entering into an agreement with FPL to convert 538 high pressure sodium street lights located Town wide to LED.

Town Manager	Agenda	Town Council
Approval:	Date: 7/8/2019	Action:
		

FPL Account Number: **1623910195**

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, TOWN OF LANTANA (hereinafter called the Customer), requests on this ____ day of July, 2019, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Town wide, located in Lantana, Florida.

- (a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Poles</u>				
Pole Type	Existing Pole Count (A)	# Installed (B)	# Removed (C)	New Pole Count (A+B-C)
Wood				
Standard Concrete				
Standard Fiberglass				
Decorative Concrete				
Decorative Fiberglass				

<u>Underground Conductor</u>				
Type	Existing Footage (A)	Feet Installed (B)	Feet Removed (C)	New Footage (A+B-C)
Under Pavement		N/A ⁽¹⁾		
Not Under Pavement				

- (1) All new conductor installed is in conduit and billed as Not Under Pavement

[illegible]

(b) Modification to existing facilities other than described above (explain fully): None

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a contribution in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
10. FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.
13. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy

or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

14. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
15. **This Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
18. The lighting facilities shall remain the property of FPL in perpetuity.
19. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

TOWN OF LANTANA
Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

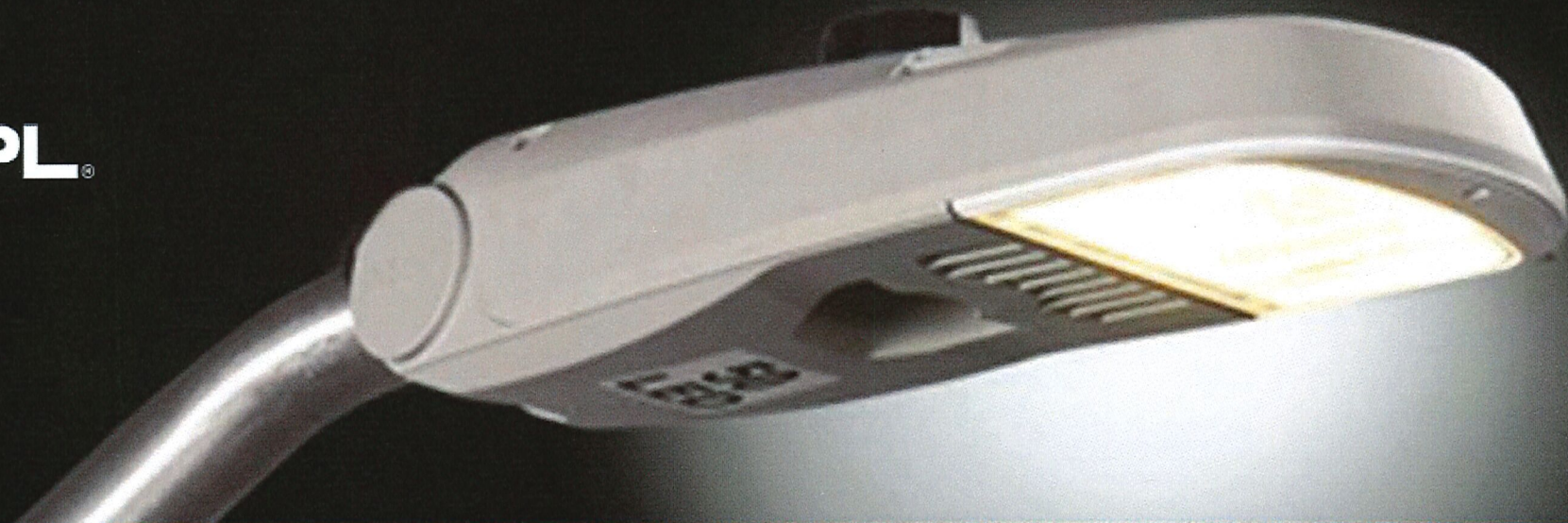
Title: _____

FLORIDA POWER & LIGHT COMPANY

By: _____
(Signature)

Francisco J Arbide
(Print or type name)

Title: Business Development Manager



Changing the Way Florida Looks at Night

FPL LT-1 LED Lighting Tariff

Franc Arbide, Business Development Manager
FPL LED Lighting Solutions



FOUNDED IN FLORIDA

The Founding Company – Florida Power & Light Company (FPL)

- Began in the final days of 1925
- Joined the New York Stock Exchange in 1950
- Largest electric utility in Florida
- A leading Florida employer (approximately 8,900 employees)

The Next Era Begins

- In 2010, FPL's parent company (FPL Group) was renamed NextEra Energy, a forward-looking enterprise that sees the future and gets there first
- Headquartered in Juno Beach, Florida
- Ranked the top "green utility" in the United States in 2015 and 2016

LEADERS IN LIGHT

FPL

- Providing street light services for more than 60 years
- Currently providing street light services for more than 500K owned and maintained street lights
- Services/replaces approximately 150K lights per year
 - Automobile accidents
 - Hurricanes
 - Routine maintenance
- Through smart grid technology, FPL owned street lights are now equipped with “Smart Nodes” that can auto-generate trouble tickets

NEW LT-1 TARIFF

Approved by the PSC on April 28, 2017, this tariff provides for the installation of FPL owned LED lights at no upfront cost to customers*.

- The Tariff allows us to offer a variety of LED street and area light solutions in a variety of different scenarios:
 - Convert HPS lights currently under SL-1
 - Convert customer owned and maintained lights to LED
 - Install new LED street and area lights
- Monthly fixture, maintenance, and energy charges are determined based on the fixture chosen by the customer
- Customers may pay additional monthly charges for dedicated light poles, underground construction and conversions

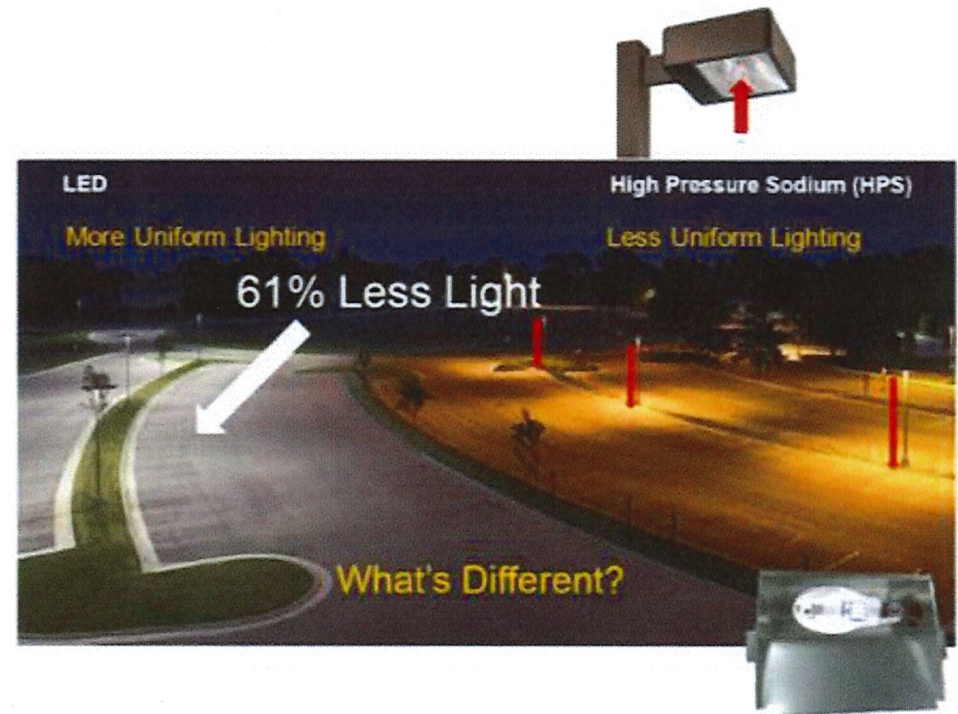
** In cases where directional boring or other uncommon construction concerns exist, an upfront fee may be required*

LED ADVANTAGES

BENEFITS OF LED

LEDs offer:

- Superior color rendition and differentiation
 - High color rendering index (CRI)
 - More natural colors than HPS
- High efficiency
 - Energy savings up to 50%+
- Greater variety of choices



Comparison of LED fixtures (left) versus High Pressure Sodium (HPS) fixtures (right)

Image from <http://www.myLEDlighting guide.com>

LED ADVANTAGES

WHY CHOOSE LED OVER HPS?



Compare color rendering from HPS lights vs. LED on the building

Compare light pollution contribution from HPS lights vs. LED

LED ADVANTAGES

WHY CHOOSE LED OVER HPS?

Compare **uplight**
component from
HPS lights vs. LED



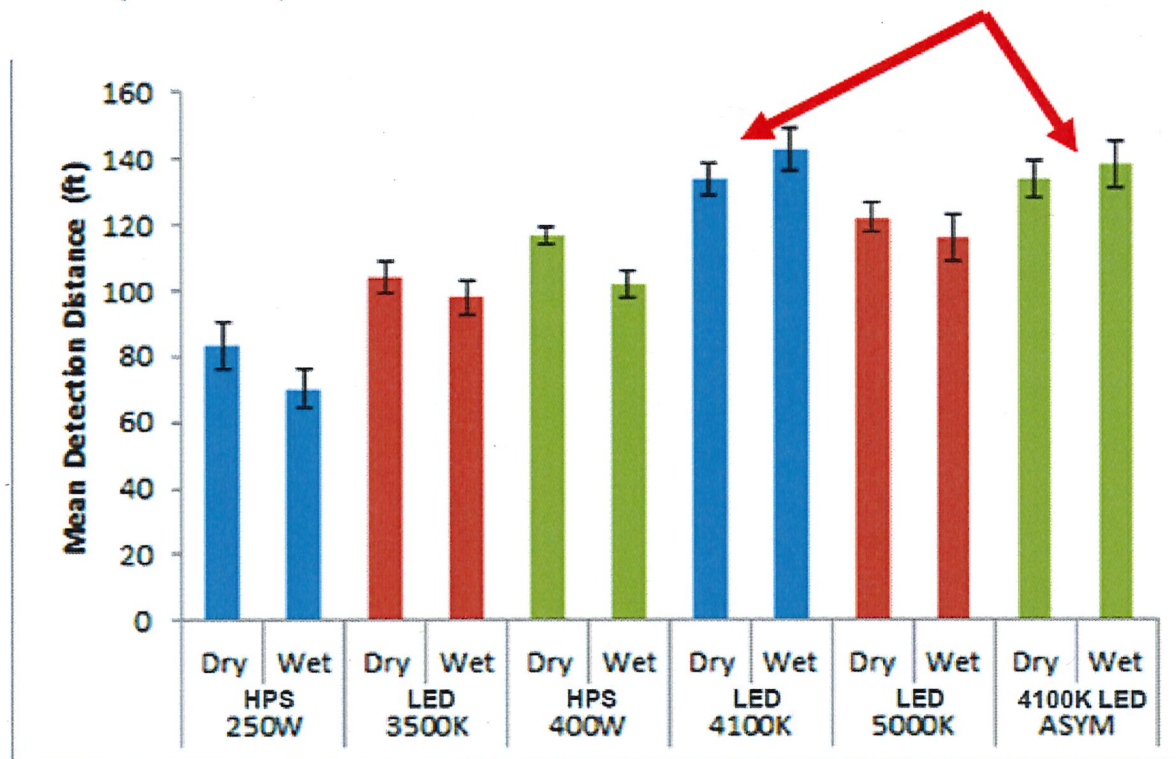
Compare **color
rendering** from HPS
lights vs. LED on the
stripe colors

LED ADVANTAGES

Object Detection Distance Example

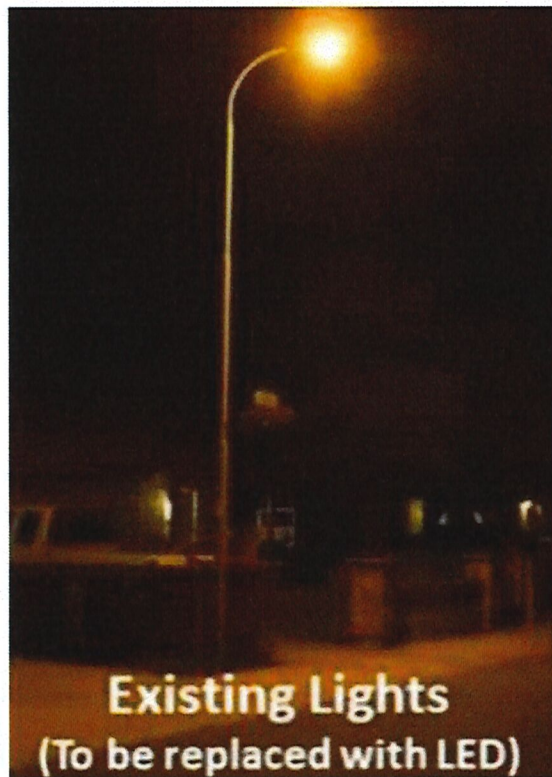
- 250W and 400W HPS Baseline
- 3500K, 4200K, and 5000K LED

Is 4000K the "Sweet Spot"?



Credit: Virginia Tech Transportation Institute

Color Temperature



Existing 2200 Kelvin HPS



3000 Kelvin



4000 Kelvin

Existing Street Light Inventory and Potential Replacements

FPL Full Maintenance Lights

- Total of 538 lights to be converted
- City owned decorative lights not included
- No upfront costs, monthly bill will go down slightly
- LED light drop off is more pronounced than HPSV, so dark spots may appear darker
- 3000K option is softer white, 4000K option is brighter (4000K is used by FDOT and most municipalities)



RSW Series
3000K or
4000K



ATB Series
4000K Only



LED Lighting Plan

Lantana Citywide Conversion

Going Green

This plan reduces power consumption by:
and that eliminates:
or removing:

160,356 kWh / year
113 metric tons of CO₂ every year¹
24 cars from the road²

¹ eGRID, U.S. annual non-base load CO₂ output emission rate, year 2012 data
² US Environmental Protection Agency

TOTAL	538		\$	4,804.86	\$	4,732.63	\$	-	\$	-
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Installation Details		Existing	Option 1	Option 2	Option 3
1	select fixture:	SL1 - HPS0070	RSW 26 Watt 4000K		
	fixture / pole:	1	1		
	select pole:				
	Fixture*	\$ 1,516.68	\$ 2,102.67		
	Pole				
	Maintenance	\$ 723.87	\$ 674.08		
Quantity:	383				
FPL Conversion:	Yes	Energy**	\$ 715.52	\$ 197.62	
Full/Hybrid:	Full	Total	\$ 2,956.07	\$ 2,974.37	

Installation Details		Existing	Option 1	Option 2	Option 3
2	select fixture:	SL1 - HPS0100	RSW 41 Watt 4000K		
	fixture / pole:	1	1		
	select pole:				
	Fixture*	\$ 249.86	\$ 340.38		
	Pole				
	Maintenance	\$ 117.80	\$ 109.12		
Quantity:	62	Energy**	\$ 163.65	\$ 55.28	
FPL Conversion:	Yes	Total	\$ 531.31	\$ 504.78	
Full/Hybrid:	Full				

Installation Details		Existing	Option 1	Option 2	Option 3
3	select fixture:	SL1 - HPS0150	ATBS 76 Watt		
	fixture / pole:	1	1		
	select pole:				
	Fixture*	\$ 4.15	\$ 5.49		
	Pole				
	Maintenance	\$ 1.93	\$ 1.76		
Quantity:	1	Energy**	\$ 3.87	\$ 1.71	
FPL Conversion:	Yes	Total	\$ 9.95	\$ 8.96	
Full/Hybrid:	Full				

* Includes fixture fee and \$.99 monthly conversion fee

** Includes Non-fuel Energy Charge, Fuel, Conservation, Capacity, Environmental, and Storm charges
*** This maintenance amount is an estimate based on typical lamp failure rates and replacement costs averaged per month over the life of the fixture
**** FPL charges a one-time fixture removal fee of \$50 per fixture. The customer has the option of removing the existing fixture themselves, but must notify FPL beforehand for proper billing
Sales tax and franchise fees not included (Hybrid only)

Installation Details		Existing	Option 1	Option 2	Option 3
4	select fixture:	SL1 - HPS0200	ATB2 138 Watt, Black		
	fixture / pole:	1	1		
	select pole:				
	Fixture*	\$ 402.56	\$ 543.36		
	Pole				
	Maintenance	\$ 156.80	\$ 112.64		
Quantity:	64				
FPL Conversion:	Yes				
Full/Hybrid:	Full				
	Energy**	\$ 362.86	\$ 197.46		
	Total	\$ 922.22	\$ 853.46		

Installation Details		Existing	Option 1	Option 2	Option 3
5	select fixture:	SL1 - HPS0400	ATBL 259 Watt		
	fixture / pole:	1	1		
	select pole:				
	Fixture*	\$ 100.35	\$ 172.35		
	Pole				
	Maintenance	\$ 40.05	\$ 26.40		
Quantity:	15				
FPL Conversion:	Yes				
Full/Hybrid:	Full				
	Energy**	\$ 139.48	\$ 86.93		
	Total	\$ 279.88	\$ 285.68		

Installation Details		Existing	Option 1	Option 2	Option 3
6 Post Top Contemporary	select fixture:	SL1 - HPS0070	Contempo 38 Watt 4000K		
	fixture / pole:	1	1		
	select pole:				
	Fixture*	\$ 27.72	\$ 38.43		
	Pole				
	Maintenance	\$ 13.23	\$ 12.32		
Quantity:	7				
FPL Conversion:	Yes				
Full/Hybrid:	Full				
	Energy**	\$ 13.08	\$ 6.00		
	Total	\$ 54.03	\$ 56.75		

Installation Details		Existing	Option 1	Option 2	Option 3
7 Post Top Contemporary	select fixture:	SL1 - HPS0100	Contempo 38 Watt 4000K		
	fixture / pole:	1	1		
	select pole:				
	Fixture*	\$ 24.18	\$ 32.94		
	Pole				
	Maintenance	\$ 11.40	\$ 10.56		
Quantity:	6				
FPL Conversion:	Yes				
Full/Hybrid:	Full				
	Energy**	\$ 15.84	\$ 5.14		
	Total	\$ 51.42	\$ 48.64		

* Includes fixture fee and \$.99 monthly conversion fee

** Includes Non-fuel Energy Charge, Fuel, Conservation, Capacity, Environmental, and Storm charges
 *** This maintenance amount is an estimate based on typical lamp failure rates and replacement costs averaged per month over the life of the fixture
 **** FPL charges a one-time fixture removal fee of \$50 per fixture. The customer has the option of removing the existing fixture themselves, but must notify FPL beforehand for proper billing
 Sales tax and franchise fees not included (Hybrid only)

TOWN OF LANTANA
Agenda Item Summary

AGENDA ITEM: **Consideration of a proposal to fund the remodeling of the beach restrooms using one cent surtax.**

ISSUE:

On January 28, 2019, Council approved staff's recommendation to award the bid for remodeling the beach restrooms to CH Global Construction, LLC. in the amount of \$98,752.57. This project was part of the original spreadsheet submitted for use of the one cent surtax, however, the Oversight Committee requires an annual budget and this project was added after the budget was submitted in 2018. Therefore, this project requires Town Council approval for the use of the one cent surtax funds to pay for the project.

ATTACHMENT:

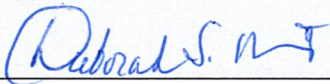
SAMPLE MOTION:

I move to (approve)(disapprove) the use of one cent surtax funding to pay for remodeling the beach restrooms in an amount not to exceed \$98,752.57.

Town Manager
Approval:

Agenda
Date: 7/8/2019

Town Council
Action:



TOWN OF LANTANA

AGENDA ITEM: Consideration of a piggyback contract with M&M Asphalt Maintenance Inc., d/b/a All County Paving for repaving Caribbean Way in an amount not to exceed \$42,575.20.

ISSUE:

In 2006, the Town hired Keith and Schnars and in 2008, Mathews Consulting Inc. to develop roadway master plans. Both plans rated Town streets and determined a condition rating with a score of zero to 70. A 61-70 score indicated a road as excellent condition and zero to ten as a failed condition. The engineers rated streets based on rutting, cracking, patching, raveling and subgrade failure.

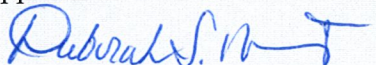
Staff inspected the roads listed in the Master Plans and recommends repaving of the Caribbean Way listed in Exhibit A. The repair work will consist of milling and paving. Staff is recommending the Town Council award the contract to M&M Asphalt Maintenance Inc., d/b/a All County Paving through a piggyback contract with the School District of Palm Beach County, Florida. The total cost of the Caribbean Way project is not to exceed \$42,575.20. Source of the funds is the One Cent Surtax.

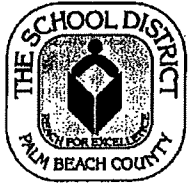
ATTACHMENTS:

- 1) M&M Asphalt Maintenance, Inc., d/b/a All County Paving with Piggyback Exhibits. (Exhibit A)
- 2) Agreement extension
- 3) Caribbean Way estimate

SAMPLE MOTION:

I move to (approve)(deny) the Agreement with M&M Asphalt Maintenance, Inc., d/b/a All County Paving, to re-pave Caribbean Way in an amount not to exceed \$42,575.20 using the one cent surtax and authorize the Town Manager to execute same and any amendments thereto.

Town Manager Approval: 	Agenda Date: 7/8/2019	Town Council Action:
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THE SCHOOL DISTRICT
OF PALM BEACH COUNTY, FLORIDA

DARCI GARBACZ
DIRECTOR

MICHAEL J. BURKE
CHIEF FINANCIAL OFFICER

Purchasing Department
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813
Phone: (561) 434-8214 Fax: (561) 963-3823
www.palmbeachschools.org/purchasing

May 2, 2019

M&M Asphalt Maintenance, Inc. dba All County Paving
1180 SW 10th Street
Delray Beach, FL 33444

Attn: Samantha Evans
Email: sevans@allcountypaving.com

Subject:	Letter of Agreement
Bid Number:	17C-19T
Title:	Paving and Drainage Services
Contract Term:	June 22, 2019 through June 21, 2020

Dear Ms. Evans:

This is to advise you that the School District of Palm Beach County, Florida, has accepted your offer to renew Bid Number 17C-19T for Paving and Drainage Services. This acceptance is subject to compliance with bid specifications, terms and conditions, all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School District.

Please check your certificate of insurance (See Special Conditions "S", "Insurance Requirements") to confirm that is current. If it is not current, please email us an updated original certificate of insurance to insurancecertificate@palmbeachschools.org, or faxed to 561-963-3823 within seven (7) days of this notification. Your insurance company is required to have the School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED AND MUST REFERENCE THE ABOVE BID NUMBER.

Purchase orders may be issued to cover the cost of services for Paving and Drainage as the need arises and will be your notification to proceed with fulfilling the School Districts request. Purchases without proper authorization may result in nonpayment.

If you have any questions, please do not hesitate to call my office at **561-434-8229**. Thank you for your bid and we are looking forward to doing business with you and your company.

Sincerely,

Darci Garbacz, C.P.M., Director
Purchasing Department

CC: bid file
Debra Hammerschlag, Purchasing Agent *DH*

The School District of Palm Beach County, Florida
A Top-Rated District by the Florida Department of Education Since 2005
An Equal Education Opportunity Provider and Employer

AGREEMENT	
Town of Lantana	Contractor: M&M Asphalt Maintenance, Inc.
<i>Piggy-back Agreement: School District of Palm Beach County Florida Bid Document No. 17C-19T</i>	1180 SW 10 th Street Delray Beach, FL 33444

This Agreement is hereby entered into this _____ day of _____, 2019, the effective date, by and between M&M Asphalt Maintenance, Inc., a Florida corporation (“Contractor”) and the Town of Lantana, Florida, a municipal corporation (“Town”).

WITNESSETH:

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

1. Town and Contractor both hereby agree to enter into an agreement for the Asphalt Milling and Resurfacing of Caribbean Way from Tradewinds Way to Tradewinds Way at the piggy-backed unit rates and service pricing rates set forth Palm Beach County School District ITB No. 17C-19T, as extended, the Contractor’s response to same and the contract between the School District of Palm Beach County, Florida and the Contractor (the “Piggy-back Agreement”). This Agreement will commence on the date first written and shall continue in full force and effect for a period of one (1) year.
2. All terms of the Agreement are as specifically set forth herein and the Piggy-back Agreement, including all documentation required thereunder as Exhibit “A” and the Contractor’s proposal to the Town, dated October 20, 2018, as Exhibit “B” (only as to the work on Caribbean Way), which is the Contractors price schedule for the work contemplated by this Agreement, both exhibits are hereby incorporated herein and made a part hereof. Contractor shall not commence any work pursuant to this Agreement until the Town properly issues a Notice to Proceed. The Town will issue a Notice to Proceed for the paving project, which shall be incorporated herein and made a part hereof as Exhibit “C”. The parties hereby agree and acknowledge that this two (2) page Agreement, together with Exhibits A, B, and C; including all bonds or insurance documents referencing the “Town of Lantana” pursuant to the Piggy-back Agreement’s requirements, shall constitute the entire Agreement.
3. Notice as required in the Agreement documents shall be sufficient when sent by certified mail, return receipt requested or hand delivered to the parties at the following address:

Town: Town of Lantana 500 Greynolds Circle Lantana, Florida 33462 Attention: Deborah Manzo, Town Manager	Contractor: M&M Asphalt Maintenance, Inc. 1180 SW 10 th Street Delray Beach, FL 33444 Attention: Kenneth R. Goldberg, President
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4. The parties hereby recognize and acknowledge that time is of the essence for the completion of the work described in this Agreement. The parties further agree that all work described herein will be completed within sixty (60) days of issuance of the Notice to Proceed, and that any delay in the completion of the work described herein shall constitute a material breach of this contract. The parties further recognize that the Town will suffer damage and/or financial loss if the work is not timely completed in accordance with the construction schedule set forth in the Notice to Proceed. The parties also recognize the time, expense and difficulties involved in proving in a legal proceeding, the actual losses or damages suffered by the Town if the work is not completed on time. Accordingly, instead of requiring any such proof, the parties agree that Contractor shall pay liquidated damages for delay, but not as a penalty, in the amount of Two Hundred Dollars (\$200.00) for each calendar day that expires, beginning with the 61st day following the Town's issuance of the Notice to Proceed, notwithstanding any proper extension of time granted by the Town.

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

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

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

WITNESSES:

Contractor: M&M Asphalt Maintenance Inc.

Kenneth R. Goldberg, President

ATTEST:

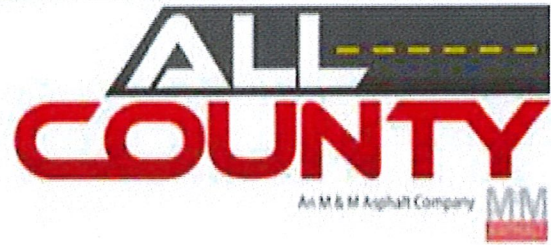
TOWN OF LANTANA

Nicole A. Dritz, Town Clerk

Deborah S. Manzo, Town Manager

**Approved as to form and
Legal sufficiency**

R. Max Lohman, Town Attorney



Palm Beach County: U-21491
 Broward County: 13-3A-17799-R
 Collier County: LCC20110001485
 Martin County: MCP5910
 General Contractor: CGC1509532

PROPOSAL/CONTRACT

October 20, 2018

Customer Name/Address:

Attn: Linda A. Brien
 Town of Lantana
 501 W. Pine Island Street
 Lantana, FL 33462
 T: 561-540-5753
lbrien@lantana.org

Property Location:

Town of Lantana
 Multiple Street Repairs

The below pricing is based off of the School Board of Palm Beach County Annual Contract.
 As per directions to perform the following work:

Caribbean Way from Tradewinds Way to Tradewinds Way					
ITEM NUMBER	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
GROUP 3: PAVING (ALL WORK SHALL BE IN ACCORDANCE WITH LATEST FDOT STANDARDS)					
JJ	1" Average Depth	SY	3,392	\$3.75	\$12,720.00
GROUP 4: RESURFACING (Includes broom sweep/surface prep and disposal)					
B	Type III, 1" Compacted Thickness	SY	3,392	\$8.75	\$29,680.00
GROUP 12: Miscellaneous Items					
F	4" White Striping (Paint)	LF	0	\$0.40	\$0.00
G	6" White Striping (Paint)	LF	0	\$0.50	\$0.00
H	12" White Striping (Paint)	LF	48	\$0.75	\$36.00
J	6" White Striping (Thermoplastic)	LF	0	\$1.50	\$0.00
K	12" White Striping (Thermoplastic)	LF	48	\$2.90	\$139.20
TOTAL	\$42,575.20				

Page 1 of 10

M&M Asphalt Maintenance Inc., d/b/a All County Paving
 Office 561-588-0949 | Fax 561-588-2140 | 1180 SW 10th Street, Delray Beach, FL 33444
 Office 407-610-8069 | Fax 407-380-2001 | 6648 Old Cheney Highway Unit D, Orlando, FL 32807
info@allcountypaving.com

Members of ICSC, CAI, SEFAA, IREM, CREW, AAGO, BBB, FTBA, FHEA, UCA, ABC, NAIOP, BOMAA, FHBA, APWA, PRISM, NEYRA



FDOT CERTIFIED CONTRACTORS



Note: All County cannot work around vehicles. Management is responsible for towing when owners fail to comply with paving and/or seal coat schedule.
Proposal # 2017.19.12.01.SE