

January 27, 2020

Regular Meeting

7:00 p.m.

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 _____
KATHLEEN DOMINGUEZ, 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 January 13, 2020.
3. AGENDA APPROVAL:
 - a. Additions, substitutions, deletions
 - b. Agenda Approval
4. STAFF AND COMMITTEE REPORTS:
 - a. Council Reports
 - b. Town Manager Report
 - c. Presentation of the Certificate of Achievement for Excellence in Financial Reporting (CAFR).
 - d. Proclamation proclaiming Marie Turchiaro, Executive Director of the Palm Beach Maritime Academy and High School as the Florida Taxwatch Principal of the Year for 2019-20.
5. ORDINANCES AND RESOLUTIONS:
 - a. Consideration of Ordinance O-28-2019 amending Chapter 16. Signs and advertising of the Town Code of Ordinances in order to remove Plan Review Committee responsibilities. **Remarks: Second Reading.**
 - b. Consideration of Ordinance O-29-2019 amending Chapter 23. Zoning of the Town Code of Ordinances to add language pertaining to Recreation Watercraft Rentals. **Remarks: Second Reading.**
 - c. Consideration of Ordinance O-30-2019 amending Chapter 10.5. Landscaping of the Town Code of Ordinances in order to remove multiple references to the Plan Review Committee. **Remarks: Second Reading.**
 - d. Consideration of Ordinance O-01-2020 amending Chapter 11. Licenses, Permits and Business Regulations of the Town Code of Ordinances in order to regulate pawnbrokers, vending machines and the rental of bicycles, mopeds and scooters. **Remarks: First Reading.**

*indicates a quasi-judicial hearing

6. MISCELLANEOUS:

- a. Consideration of a request to obtain written consent from the Town of Lantana to allow a 10.4-foot setback from the extended riparian property line of the Town owned Sunrise Avenue right-of-way, rather than the required setback of 25 feet, for the construction of a dock at 230 Sunrise Avenue.
- b. Consideration of approval of a Third Addendum to the Town Flag Football and Soccer Sports Provider Agreement.
- c. Consideration of an Agreement with Pro Ball Baseball Academy, Inc., to Serve as the Town of Lantana's Baseball Sports Provider.
- d. Consideration of approving a day off with pay for employees receiving Employee of the Year Award.
- e. Consideration of a request by the Dune Deck Café, Inc. for additional parking.

7. STATEMENTS FROM THE PUBLIC:

8. ITEMS FOR FUTURE AGENDAS (subject to change):

9. COUNCIL COMMENTS:

10. ADJOURNMENT:

February 10, 2020	<ul style="list-style-type: none">• Police Department Employee of the 4th Quarter, Employee of the Year and Unit Citation Awards.• Ordinance O-01-2020 amending Chapter 11, Business Tax Receipts, regarding jet skis and scooter rentals. Second Reading.• Consideration of an Application for the dissolution of the Unity of Title for 200 W Lantana Rd.• Consideration of awarding a contract for the Police Department wind retrofit project.
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Future Events

February 7, 2020	Movie Night - <i>Aladdin</i> , 7:00 p.m. – Bicentennial Park
February 10, 2020	Town Council Meeting, 7:00 p.m. – Town Hall
February 17, 2020	President's Day, Town Offices Closed
February 20, 2020	Special Magistrate Hearing, 5:30 p.m. – Town Hall
February 24, 2020	Town Council Meeting, 7:00 p.m. – Town Hall

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.

“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)

*indicates a quasi-judicial hearing

**TOWN OF LANTANA
REGULAR MEETING MINUTES
January 13, 2020**

1. ROLL CALL:

Mayor Stewart called the regular meeting to order at 7:00 p.m. and Mrs. Dominguez called the roll. There was a moment of silent prayer followed by the Pledge of Allegiance to the flag.

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

ALSO PRESENT: Deborah S. Manzo, Town Manager; Mrs. Dominguez, Town Clerk; R. Max Lohman, Legal Counsel and approximately 20 spectators.

2. APPROVAL OF MINUTES:

Motion: Councilmember Moorhouse made a motion to approve the regular meeting minutes of December 9, 2019. Vice Mayor Pro Tem seconded the motion. Motion passed 5-0.

3. AGENDA APPROVAL:

Mayor Stewart requested to add a presentation of an award to the Library Director as item 4.c.

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

4. STAFF AND COMMITTEE REPORTS:

a. Council Reports

Vice Mayor Balfour commented on the recent removal of lost dog signs by Code Enforcement. He asked staff to work with residents who have lost a pet on where to legally place signs in the Town in the future. Councilmember Shropshire commented on the turnout of the Farm Share Distribution event and thanked staff and the volunteers. Mayor Stewart reported on the high graduation rate of Lantana Middle School students from local public high schools in 2018 and commended Principal Burke. He announced that the new Town of Lantana calendars are available.

b. Town Manager Report

Town Manager Manzo thanked Kem Mason for his service as Santa Claus during the Town's Winterfest event. She introduced and welcomed the new Town Clerk Kathleen Dominguez.

c. Presentation of Literacy Coalition of Palm Beach County's Read for the Record Award to Library Director, Kristine Kreidler.

Mayor Stewart announced that the Town of Lantana won the Read for the Record award for 2019. He presented the plaque and a basket a brand new children's books from the Palm Beach

County Literacy Coalition to Director Kreidler to add to the youth section in the library.

He recognized the staff and volunteers who participated and spoke about the importance of the Read for the Record program.

5. ORDINANCES AND RESOLUTIONS:

- a. Consideration of Ordinance O-23-2019, a request to amend the Comprehensive Plan Future Land Use Map from C-1 Commercial to MXD Mixed Use Development at the property located at 1201 S. Dixie Hwy, 1301 S. Dixie Hwy, and 457 Greynolds Circle (Kmart, Winn Dixie).

Remarks: Second Reading

Mayor Stewart provided an overview of the ordinance and asked for disclosures. Vice Mayor Pro Tem Aridas disclosed he spoke to the Coastal Star, an Attorney representing Lantana Village, and residents. Vice Mayor Balfour disclosed he spoke to Lantana Chamber of Commerce President David Arm, the Town Manager and residents. Councilmember Shropshire disclosed he spoke to residents and David Arm. Mayor Stewart disclosed he spoke to the Town Manager, residents and David Arm.

Town Attorney Lohman read the Ordinance title:

ORDINANCE NO. O-23-2019

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, ADOPTING AN AMENDMENT TO ITS COMPREHENSIVE DEVELOPMENT PLAN IN ACCORDANCE WITH SECTION 163.3184, *FLORIDA STATUTES*, PURSUANT TO A PRIVATELY INITIATED APPLICATION, NO. CP19-0001, WHICH PROVIDES FOR AN AMENDMENT TO THE TOWN'S COMPREHENSIVE DEVELOPMENT PLAN FUTURE LAND USE MAP DESIGNATING 18.6 ACRES, MORE OR LESS, OF REAL PROPERTY AS MIXED USE DEVELOPMENT, WHICH PROPERTY IS LOCATED ALONG THE SOUTH AND SOUTHEAST SIDE OF GREYNOLDS CIRCLE, THE WEST SIDE OF HIGHWAY 1, ALSO KNOWN AS SOUTH DIXIE HIGHWAY, AND ALONG THE NORTH SIDE OF HYPOLUXO ROAD, INFORMALLY KNOWN AS "LANTANA VILLAGE SQUARE"; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING A CONFLICTS CLAUSE AND A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Nicole Dritz, Director of Development Services provided the recommendations of the Plan Review Committee (PRC) and Planning Commission and answered questions from the Council.

Town Attorney Lohman clarified the intent of the ordinance.

Cushla Talbut, Greenberg Traurig, answered questions from the Council.

There were no public comments.

Motion: Vice Mayor Pro Tem Aridas made a motion to approve Ordinance O-23-2019 on second reading. The motion died for lack of a second.

There was discussion from the Council.

Ryan Bailine, Attorney, Greenberg Traurig, commented on the current land use and the proposed development plans for the site and answered questions from the Council.

Motion: Councilmember Shropshire made a motion to deny Ordinance O-23-2019 on second reading. Councilmember Moorhouse seconded the motion. The motion failed 2 to 3. (Nays - Aridas, Balfour and Stewart)

Motion: Vice Mayor Pro Tem Aridas made a motion to approve Ordinance O-23-2019 on second reading. Vice Mayor Balfour seconded the motion. The motion passed 3 to 2. (Nays – Moorhouse and Shropshire)

- b. Consideration of Ordinance O-24-2019, a request to amend the Zoning Designation from C-1 Commercial to MXD Mixed Use Development at the property located at 1201 S. Dixie Hwy, 1301 S. Dixie Hwy and 457 Greynolds Circle (Kmart, Winn Dixie). **Remarks: First Reading.**

Mayor Stewart explained quasi-judicial procedures.

Mayor Stewart introduced and explained this item on the agenda and asked for Council disclosures. Vice Mayor Pro Tem Aridas, Vice Mayor Balfour, and Councilmember Shropshire stated that their disclosures were the same as they were for item 5a. There were no additional disclosures from the Councilmembers.

Town Attorney Lohman swore in individuals from the public who wished to comment on the agenda item.

Town Attorney Lohman read the Ordinance title:

ORDINANCE NO. O-24-2019

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN OF LANTANA, FLORIDA, PURSUANT TO PRIVATELY INITIATED APPLICATION NO. RZ19-0001, WHICH CONSISTS OF THREE (3) PARCELS COMPRISING A TOTAL OF 18.6 ACRES, MORE OR LESS, OF REAL PROPERTY; SUCH PARCELS HAVING STREET ADDRESSES OF 457 GREYNOLDS CIRCLE, 1201 S. DIXIE HIGHWAY AND 1301 S. DIXIE HIGHWAY, INFORMALLY KNOWN AS "LANTANA VILLAGE SQUARE"; PROVIDING THAT THESE PARCELS OF REAL PROPERTY WHICH ARE MORE SPECIFICALLY DESCRIBED HEREIN SHALL BE ASSIGNED THE TOWN ZONING DESIGNATION OF "MXD MIXED USE

DEVELOPMENT”; PROVIDING THAT THE ZONING MAP OF THE TOWN OF LANTANA BE AMENDED TO REFLECT THE PROPER DESIGNATION FOR THESE PARCELS OF PROPERTY; PROVIDING A CONFLICTS CLAUSE AND A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Nicole Dritz, Director of Development Services provided the recommendations of the Plan Review Committee (PRC) and Planning Commission and answered questions from the Council.

There were no questions from the Councilmembers.

Cushla Talbut, Greenberg Traurig, representing the petitioner, presented the conceptual site plans and answered questions from Council.

Ryan Bailine, Greenberg Traurig, answered questions from the Council.

There was Council discussion.

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

Motion: Vice Mayor Pro Tem Aridas made a motion to approve Ordinance No. O-24-2019 on first reading. Vice Mayor Balfour seconded the motion. The motion passed 4 to 1. (Nay – Shropshire)

- c. Consideration of Ordinance O-28-2019 amending Chapter 16. Signs and advertising of the Town Code of Ordinances in order to remove multiple references to the Plan Review Committee. **Remarks: First Reading.**

Mayor Stewart introduced and explained this item on the agenda and asked for Council disclosures. There were no disclosures.

Town Attorney Lohman read the Ordinance title:

ORDINANCE NO. O-28-2019

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING CHAPTER 16. SIGNS AND ADVERTISING. BY AMENDING SECTION 16-27. REVIEW OF APPLICATION BY BUILDING OFFICIAL; ISSUANCE OF PERMITS AND INSPECTION. TO REASSIGN DUTIES AND RESPONSIBILITIES; BY FURTHER AMENDING SECTION 16-55. SINGLE-FAMILY, MULTIFAMILY AND MOBILE HOME RESIDENTIAL DISTRICTS (R1A, R1, R3, R15, MHP). TO REASSIGN DUTIES AND RESPONSIBILITIES; BY FURTHER AMENDING SECTION 16-56. PUBLIC OWNERSHIP (P). TO REASSIGN DUTIES AND RESPONSIBILITIES; BY FURTHER AMENDING SECTION 16-57. COMMERCIAL (C1 AND C2) PROPERTIES LARGER THAN FIVE (5) ACRES IN SIZE. TO REASSIGN DUTIES AND RESPONSIBILITIES; AND BY FURTHER AMENDING SECTION 16-59. INDUSTRIAL (I) PROPERTIES LARGER THAN FIVE (5) ACRES IN SIZE. TO REASSIGN DUTIES AND RESPONSIBILITIES; PROVIDING THAT THE REMAINDER OF CHAPTER 16. 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.

Nicole Dritz, Director of Development Services provided the recommendations of the Planning Commission.

There was no Council discussion.

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

Motion: Councilmember Moorhouse made a motion to approve Ordinance No. O-28-2019 on first reading. Vice Mayor Pro Tem Aridas seconded the motion. Motion passed 5-0.

- d. Consideration of Ordinance O-29-2019 amending Chapter 23. Zoning, of the Town Code of Ordinances to add language pertaining to Utility Buildings and Recreation Watercraft Rentals.
Remarks: First Reading.

Mayor Stewart introduced and explained this item on the agenda and asked for Council disclosures. Councilmember Shropshire disclosed he spoke to citizens, developers from the cities of Lake Worth Beach, Boynton Beach and Greenacres and visited current watercraft rental sites within the Town. Mayor Stewart disclosed he spoke to residents from the Moorings at a Chamber meeting and the Town Manager.

Town Attorney Lohman read the Ordinance title:

ORDINANCE NO. O-29-2019

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING CHAPTER 23. ZONING. AT SECTION 23-90. APPLICATION OF DISTRICT REGULATIONS. BY ADDING NEW SUBSECTION (f) TO ESTABLISH REGULATIONS REGARDING UTILITY BUILDINGS IN RESIDENTIAL DISTRICTS; FURTHER AMENDING CHAPTER 23. ZONING. AT SECTION 23-96. C1 COMMERCIAL DISTRICT. BY ADDING THE RENTAL OF RECREATIONAL WATERCRAFT AS A SPECIAL EXCEPTION PURSUANT TO SUBSECTION (d); FURTHER AMENDING CHAPTER 23. ZONING. AT SECTION 23-97. C2 COMMERCIAL DISTRICT. BY ADDING THE RENTAL OF RECREATIONAL WATERCRAFT AS A SPECIAL EXCEPTION PURSUANT TO SUBSECTION (d); FURTHER AMENDING CHAPTER 23. ZONING. AT SECTION 23-98. INDUSTRIAL DISTRICT. BY ADDING THE RENTAL OF RECREATIONAL WATERCRAFT AS A SPECIAL EXCEPTION PURSUANT TO SUBSECTION (d); AND FURTHER AMENDING CHAPTER 23. ZONING. AT SECTION 23-103. MW WATERFRONT MIXED USE DISTRICT. BY ADDING THE RENTAL OF RECREATIONAL WATERCRAFT AS A SPECIAL EXCEPTION PURSUANT TO SUBSECTION (d); 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.**

Nicole Dritz, Director of Development Services provided the recommendations of the Planning Commission and answered questions from the Council.

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

Councilmember Shropshire requested that staff revise the language in the ordinance that addresses the utility building regulations.

Town Manager Manzo clarified the formula used for regulating and approving utility structures in residential zones.

Town Attorney Lohman clarified the definition of residential accessory buildings and utility buildings and the formula used for regulating utility structures.

There was Council discussion.

Motion: Vice Mayor Balfour made a motion to open up public comments during this portion of the meeting. Councilmember Shropshire seconded the motion. Motion passed 5-0.

The following individuals from the public commented on this item:

Annemarie Joyce, 20 View St., Mark Zeitler 1013 S. Arnold St., and Kem Mason 1215 Palama Way.

Motion: Vice Mayor Pro Tem Aridas made a motion to approve Ordinance No. O-29-2019 on first reading without the utility building regulations language. Councilmember Moorhouse seconded the motion. Motion passed 5-0.

Mayor Stewart passed the gavel to Vice Mayor Balfour.

Motion: Mayor Stewart made a motion to not go forward with any other further discussion regarding the footage and height regulations of utility buildings and keep the language in the code as it currently exists. Vice Mayor Pro Tem Aridas seconded the motion. Motion failed 2 to 3.

By consensus, the Council directed staff to proceed with revising the language in the code that regulates utility structures without being too intrusive while meeting the Town's objectives with respect to height restrictions.

- e. Consideration of Ordinance O-30-2019 amending Chapter 10.5. Landscaping. of the Town Code of Ordinances in order to remove multiple references to the Plan Review Committee. **Remarks:**
First Reading.

Mayor Stewart introduced and explained this item on the agenda and asked for Council disclosures. There were no disclosures.

Town Attorney Lohman read the Ordinance title:

ORDINANCE NO. O-30-2019

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING CHAPTER 10.5. LANDSCAPING. AT SECTION 10.5-2. DEFINITIONS. BY REMOVING THE REFERENCE TO THE PLAN REVIEW COMMITTEE; FURTHER AMENDING CHAPTER 10.5. AT SECTION 10.5-4. PERMITS; PROTECTED TREES; SITE CLEARING. BY REASSIGNING THE DUTIES OF THE PLAN REVIEW COMMITTEE TO THE DEVELOPMENT SERVICES DIRECTOR; FURTHER AMENDING CHAPTER 10.5. AT SECTION 10.5-5. CREDIT ALLOWED FOR EXISTING TREES; PRESERVATION OF EXISTING TREES. BY REASSIGNING THE DUTIES OF THE PLAN REVIEW COMMITTEE TO THE DEVELOPMENT SERVICES DIRECTOR; FURTHER AMENDING CHAPTER 10.5. AT SECTION 10.5-21. SUBMISSION OF LANDSCAPE PLANS FOR LAND DEVELOPMENT; APPROVAL OF ALTERNATE PLAN. BY REASSIGNING THE DUTIES OF THE PLAN REVIEW COMMITTEE TO THE DEVELOPMENT SERVICES DIRECTOR; FURTHER AMENDING CHAPTER 10.5. AT SECTION 10.5-22. PLAN APPROVAL. BY REASSIGNING THE DUTIES OF THE PLAN REVIEW COMMITTEE TO THE DEVELOPMENT SERVICES DIRECTOR; FURTHER AMENDING CHAPTER 10.5. AT SECTION 10.5-23. IN GENERAL. BY REASSIGNING THE DUTIES OF THE PLAN REVIEW COMMITTEE TO THE DEVELOPMENT SERVICES DIRECTOR; FURTHER AMENDING CHAPTER 10.5. AT SECTION 10.5-42. VARIANCE. BY REASSIGNING THE DUTIES OF THE PLAN REVIEW COMMITTEE TO THE DEVELOPMENT SERVICES DIRECTOR; PROVIDING THAT THE REMAINDER OF CHAPTER 10.5. 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.

Nicole Dritz, Director of Development Services provided the recommendations of the Planning Commission.

There was no Council discussion.

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

Motion: Councilmember Moorhouse made a motion to approve Ordinance No. O-30-2019 on first reading. Vice Mayor Balfour seconded the motion. Motion passed 5-0.

6. MISCELLANEOUS:

- a. Consideration of an Interlocal Agreement between the City of Lake Worth Beach and the Town of Lantana for an emergency use watermain interconnection.

Mayor Stewart introduced and explained this item on the agenda and asked for Council disclosures. Mayor Stewart disclosed he spoke to individuals at the Farm Share event about water interconnects.

There was no Council discussion.

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

Motion: Councilmember Shropshire made a motion to approve the Interlocal Agreement Between City of Lake Worth Beach and Town of Lantana for Emergency use of Water Main Interconnections at an estimated cost of \$10,000.00 and to authorize the Town Manager to execute same and any amendments thereto. Councilmember Moorhouse seconded the motion. Motion passed 5-0.

- b. Consideration of a piggy-back contract with M&M Asphalt Maintenance Inc., d/b/a All County Paving for repaving Town roads in amount not to exceed \$159,111.00.

Mayor Stewart introduced and explained this item on the agenda and asked for Council disclosures. There were no disclosures.

There was no Council discussion.

The following individual from the public commented on this item:
Bob Fritts, 701 Pelican Lane

Motion: Vice Mayor Balfour made a motion to approve the Agreement with M&M Asphalt Maintenance, Inc., d/b/a All County Paving, to re-pave Town-wide roads in an amount not to exceed \$159,111.00 using proceeds from the One Cents Sales Tax and authorize the Town Manager to execute same and any amendments thereto. Vice Mayor Pro Tem Aridas seconded the motion. Motion passed 5-0.

7. STATEMENTS FROM THE PUBLIC:

Catherine Skervin, 1307 Southwinds Dr., expressed concerns with loud music and raucous noise from the ice cream truck vendor seven days a week and the lack of police presence on her street.

Mary Lacorazza-Genova, 1232 W. Ocean Ave., spoke regarding the previous discussion on utility structure regulations and asked if there would be a grandfather clause for any pre-existing utility structures that do not meet the new code. She also asked about if ice cream vendors were allowed in the Town.

Town Attorney Lohman clarified the Town does not prohibit ice cream truck vendors from doing business in the Town. He also clarified the application of the grandfather clause to any non-conforming utility structures that were installed legally before the zoning code was revised.

8. ITEMS FOR FUTURE AGENDAS (subject to change):

Mayor Stewart announced future agenda items.

9. COUNCIL COMMENTS:

Mayor Stewart recognized and thanked Mary Lacorazza-Genova for volunteering in the Read for the Record program. There were no other comments from the Council.

10. ADJOURNMENT:

The motion was made and carried unanimously to adjourn the meeting. There being no further discussion, the meeting adjourned at 8:48 p.m.

Aye

Nay

Mayor Stewart

Vice Mayor Balfour

Councilmember Aridas

Councilmember Moorhouse

Councilmember Shropshire

ATTEST:

Town Clerk

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TOWN OF LANTANA
Agenda Item Summary

**AGENDA ITEM: Presentation of the Certificate of Achievement
for Excellence in Financial Reporting (CAFR)**

The Certificate of Achievement for Excellence in Financial Reporting has been awarded to the Town of Lantana for twenty-one (21) consecutive years by the Government Finance Officers Association for the Town's comprehensive annual financial report for the fiscal year ending September 30, 2018. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting and represents a significant accomplishment by a government and its management.


I'd like to present this award on behalf of the Town to our Finance Director, Stephen Kaplan.

ATTACHMENT:

1. CAFR Award

SAMPLE MOTION:

None.

Town Manager Approval:	Agenda Date: 01/27/2020	Town Council Action:
		



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**Town of Lantana
Florida**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2018

Christopher P. Morrill

Executive Director/CEO



Proclamation

Lantana, Florida

RECOGNIZING PRINCIPAL MARIE TURCHIARO

WHEREAS, Florida TaxWatch Organization in Tallahassee established the Principal Leadership Award program in 2014 to recognize and reward the work of principals and promote their unique practices throughout the state; and

WHEREAS, Florida TaxWatch announced the 2019-20 Principal Leadership Award winners and recognized nine of Florida's most effective leaders in high-risk K-12 public schools; and

WHEREAS, this year's winning principals, three each from elementary, middle and high schools were recognized on December 10, 2019; and

WHEREAS, Marie Turchiaro, Principal of Palm Beach Maritime Academy, Lantana, Florida, received the award for the 2019-20 Principal Leadership Award for a High School.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Lantana, Florida do hereby recognize,

Marie Turchiaro, Principal of Palm Beach Maritime Academy

for her numerous contributions and ongoing dedication to the citizens of Lantana and the Palm Beach County.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Lantana, Florida to be affixed this 27th day of January 2020.

Mayor David J. Stewart

Attest:

Town Clerk

TOWN OF LANTANA
Agenda Item Summary

**AGENDA ITEM: Consideration of Ordinance O-28-2019 Amending Chapter 16. Signs and Advertising of the Town Code of Ordinances in order to remove multiple references to the Plan Review Committee (PRC).
Remarks: Second reading.**

ISSUE:

The Town staff and the Town Attorney periodically review the Town's Code of Ordinances based on issues that arise through the course of implementing the code. The Town Council approved Ordinance O-17-2019 that revised the function of the Plan Review Committee to make it advisory to the Development Services Director in light of a determination that the PRC as constituted is a "Government in the Sunshine" committee, which severely restricted communication amongst the members. This ordinance will correct multiple cross-references to various subsections throughout the Chapter.

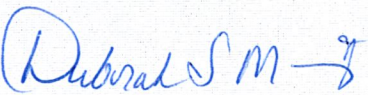
The Planning Commission reviewed this ordinance at its December 18, 2019 meeting and voted 5-0 to recommend approval.

ATTACHMENT:

1. Ordinance O-28-2019

SAMPLE MOTION:

I move to (approve) (deny) the adoption of Ordinance O-28-2019 on second reading.

Town Manager Approval:	Agenda Date: 01/27/2020	Town Council Action:
		

ORDINANCE NO. O-28-2019

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING CHAPTER 16. SIGNS AND ADVERTISING. BY AMENDING SECTION 16-27. REVIEW OF APPLICATION BY BUILDING OFFICIAL; ISSUANCE OF PERMITS AND INSPECTION. TO REASSIGN DUTIES AND RESPONSIBILITIES; BY FURTHER AMENDING SECTION 16-55. SINGLE-FAMILY, MULTIFAMILY AND MOBILE HOME RESIDENTIAL DISTRICTS (R1A, R1, R3, R15, MHP). TO REASSIGN DUTIES AND RESPONSIBILITIES; BY FURTHER AMENDING SECTION 16-56. PUBLIC OWNERSHIP (P). TO REASSIGN DUTIES AND RESPONSIBILITIES; BY FURTHER AMENDING SECTION 16-57. COMMERCIAL (C1 AND C2) PROPERTIES LARGER THAN FIVE (5) ACRES IN SIZE. TO REASSIGN DUTIES AND RESPONSIBILITIES; AND BY FURTHER AMENDING SECTION 16-59. INDUSTRIAL (I) PROPERTIES LARGER THAN FIVE (5) ACRES IN SIZE. TO REASSIGN DUTIES AND RESPONSIBILITIES; PROVIDING THAT THE REMAINDER OF CHAPTER 16. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ENACTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Town Council of the Town of Lantana has determined that a need exists to amend various sections of Chapter 16 to reassign the duties and responsibilities of the plan review committee to the development services director; 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 16. Signs and advertising. of the Code of Ordinances of the Town of Lantana is amended at Section 16-27. Review of application by building official; issuance of permits and inspection. by amending subsection (a); providing that Section 16-27 shall hereafter read as follows:

Sec. 16-27. Review of application by building official; issuance of permits and inspection.

(a) The building official shall, upon the filing of an application for a sign or mural permit, examine the plans and specifications and other data required hereunder and inspect and examine the premises upon which the sign or structure is proposed to be erected or the mural

depicted, and determine whether the proposed sign, mural and/or structure complies with all the requirements of this chapter and all other laws and ordinances of the town. Additionally, the building official shall forward any proposed plans or sketches for a mural to the ~~plan review committee~~ development services director for its review and recommendation to the town council, which shall have final approval regarding the painting or fabrication of any proposed mural.

(b) – (c) (These subsections shall remain in full force and effect as previously adopted.)

SECTION 2: Chapter 16. Signs and advertising. of the Code of Ordinances of the Town of Lantana is amended at Section 16-55. Single-family, multifamily and mobile home residential districts (R1A, R1, R3, R15, MHP). by amending subsection (2); providing that Section 16-55 shall hereafter read as follows:

Sec. 16-55. Single-family, multifamily and mobile home residential districts (R1A, R1, R3, R15, MHP).

The following signs are permitted in the single-family and multifamily residential districts:

(1) (These subsections shall remain in full force and effect as previously adopted.)

(2) Not more than two (2) subdivision or neighborhood entrance signs may be permitted at each entrance (one (1) on each side) of any residential subdivision or neighborhood. The sign structure shall not exceed seven (7) feet in height from grade level and shall contain no advertising or commercial copy. The height of letters used in copy of the sign shall not exceed eighteen (18) inches. Applications shall be submitted to the ~~plan review committee~~ development services director for review and recommendation to the Lantana Town Council who shall have final authority regarding the exact location, design, landscaping, irrigation, lighting and determination of architectural compatibility of the sign with the surrounding area. *

(3) – (11) (These subsections shall remain in full force and effect as previously adopted.)

*(This note shall remain in full force and effect as previously adopted.)

SECTION 3: Chapter 16. Signs and advertising. of the Code of Ordinances of the Town of Lantana is amended at Section 16-56. Public ownership (P). by amending subsection (1); providing that Section 16-56 shall hereafter read as follows:

Sec. 16-56. Public ownership (P).

The following signs or types of signs are permitted in the public ownership district:

(1) Not more than two (2) monument signs may be permitted at each entrance to the property not to exceed thirty (30) square feet in surface area (sign face), and not to exceed seven (7) feet in height from grade level, with exterior illumination only. Applications shall be submitted to the ~~plan review committee~~ development services director for review and recommendation to the Lantana Town Council who shall have final authority regarding the exact location, design, landscaping, irrigation, lighting and determination of architectural compatibility of the sign with the surrounding area.

(3) – (11) (These subsections shall remain in full force and effect as previously adopted.)

SECTION 4: Chapter 16. Signs and advertising. of the Code of Ordinances of the Town of Lantana is amended at Section 16-57. Commercial (C1 and C2) properties larger than five (5) acres in size. by amending subsection (c); providing that Section 16-57 shall hereafter read as follows:

Sec. 16-56. Commercial (C1 and C2) properties larger than five (5) acres in size.

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

(c) Applications for signs on commercial (C1 and C2) properties larger than five (5) acres in size (except individual businesses and real estate signs) shall be submitted to the ~~plan review committee~~ development services director for review and recommendation to the Lantana Town Council who shall have final authority regarding the exact location, design, landscaping, irrigation, lighting and determination of architectural compatibility of the sign with the surrounding area.

(d) (This subsection shall remain in full force and effect as previously adopted.)

SECTION 5: Chapter 16. Signs and advertising. of the Code of Ordinances of the Town of Lantana is amended at Section 16-59. Industrial (I) properties larger than five (5) acres in size. by amending subsection (c); providing that Section 16-59 shall hereafter read as follows:

Sec. 16-59. Industrial (I) properties larger than five (5) acres in size.

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

(c) Applications for signs on industrial (I) properties larger than five (5) acres in size (except individual businesses and real estate signs) shall be submitted to the ~~plan review committee~~

development services director for review and recommendation to the Lantana Town Council who shall have final authority regarding the exact location, design, landscaping, irrigation, lighting and determination of architectural compatibility of the sign with the surrounding area.

SECTION 6: Each and every other Section and Subsection of Chapter 16. Signs and advertising. shall remain in full force and effect as previously enacted.

SECTION 7: All Ordinances or parts of Ordinances in conflict be and the same are hereby repealed.

SECTION 8: 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 9: Specific authority is hereby granted to codify this Ordinance.

SECTION 10: This Ordinance shall take effect immediately upon adoption.

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

FIRST READING this 13th day of January, 2020.

SECOND AND FINAL READING this 27th day of January, 2020.

TOWN OF LANTANA

_____	_____	_____
Aye	Nay	Mayor David J. Stewart
_____	_____	_____
Aye	Nay	Vice Mayor Malcolm Balfour
_____	_____	_____
Aye	Nay	Councilmember Philip J. Aridas
_____	_____	_____
Aye	Nay	Councilmember Lynn J. Moorhouse
_____	_____	_____
Aye	Nay	Councilmember Edward Paul Shropshire

ATTEST: (SEAL)

TOWN CLERK

Approved as to form and
legal sufficiency.

TOWN ATTORNEY

TOWN OF LANTANA
Agenda Item Summary

AGENDA ITEM: **Consideration of Ordinance O-29-2019 Amending Chapter 23. Zoning of the Town Code of Ordinances to add language pertaining to Recreation Watercraft Rentals.**
Remarks: Second Reading

ISSUE:

Town Council directed Town staff to include language in the Code of Ordinances that would regulate recreational watercraft rentals. Recreation watercraft rentals is not currently included in the zoning chapter, but rather is addressed within the Business Tax Receipt Fee Schedule. The proposed ordinance would allow for recreational water rentals as a Special Exception in C-1 Commercial, C-2 Commercial, I Industrial, and MW Waterfront Mixed Districts.

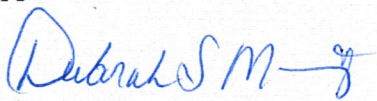
The Planning Commission reviewed this ordinance at its December 18, 2019 meeting and voted 3-2 to recommend denial.

ATTACHMENT:

1. Ordinance O-29-2019

SAMPLE MOTION:

I move to (approve) (deny) the adoption of Ordinance O-29-2019 on second reading.

Town Manager Approval:	Agenda Date: 01/27/2020	Town Council Action:
		

ORDINANCE NO. O-29-2019

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING CHAPTER 23. ZONING. AT SECTION 23-96. C1 COMMERCIAL DISTRICT. BY ADDING THE RENTAL OF RECREATIONAL WATERCRAFT AS A SPECIAL EXCEPTION PURSUANT TO SUBSECTION (d); FURTHER AMENDING CHAPTER 23. ZONING. AT SECTION 23-97. C2 COMMERCIAL DISTRICT. BY ADDING THE RENTAL OF RECREATIONAL WATERCRAFT AS A SPECIAL EXCEPTION PURSUANT TO SUBSECTION (d); FURTHER AMENDING CHAPTER 23. ZONING. AT SECTION 23-98. INDUSTRIAL DISTRICT. BY ADDING THE RENTAL OF RECREATIONAL WATERCRAFT AS A SPECIAL EXCEPTION PURSUANT TO SUBSECTION (d); AND FURTHER AMENDING CHAPTER 23. ZONING. AT SECTION 23-103. MW WATERFRONT MIXED USE DISTRICT. BY ADDING THE RENTAL OF RECREATIONAL WATERCRAFT AS A SPECIAL EXCEPTION PURSUANT TO SUBSECTION (d); 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.

WHEREAS, the Town Council of the Town of Lantana has determined that a need exists to regulate recreational watercraft rental as a special exception use in the commercial and waterfront mixed use districts; and

WHEREAS, the Town Council of the Town of Lantana 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 23. Zoning. of the Code of Ordinances of the Town of Lantana is amended at Section 23-96. C1 commercial district. by amending subsection (d) such that Section 23-96 shall hereafter read as follows:

Section 23-96. C1 commercial district.

- (a) – (c) (These subsections shall remain in full force and effect as previously adopted.)

(d) Special exceptions. When the town council determines as a fact, after review of the application and plans submitted therewith that the conditions, general standards and provisions of this Code as set forth in section 23-75, and other regulations as set forth and defined in this Code, have been met, and when the proposed use or uses are consistent with good zoning practice and are not contrary to the policies of the town comprehensive land use plan, the following uses shall be permitted (see NOTE below):

Note: Special exception uses denoted with the following two-letter subarea codes, representing specified sub-areas specifically defined at section 23-130, indicate that these special exception uses are NOT allowed in those denoted subarea(s): CC-Cottage Commercial; DC-Dixie Corridor; TD-Train Depot and OMX-Ocean Avenue Mixed Use.

(1) – (26) (These sub-subsections shall remain in full force and effect as previously adopted.)

(27) Recreational watercraft rentals (i.e., boats, houseboats, jet skis, kayaks, canoes, etc.)

(e) – (f) (These subsections shall remain in full force and effect as previously adopted.)

SECTION 2: Chapter 23. Zoning. of the Code of Ordinances of the Town of Lantana is amended at Section 23-97. C2 commercial district. by amending subsection (d) such that Section 23-97 shall hereafter read as follows:

Section 23-97. C2 commercial district.

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

(d) Special exceptions. When the town council determines as a fact, after review of the application and plans submitted therewith, that the conditions, general standards and provisions of this Code, as set forth in section 23-75, and other regulations as set forth and defined in this Code, have been met, and when the proposed use or uses are consistent with good zoning practice and are not contrary to the policies of the town comprehensive land use plan, the following uses shall be permitted:

(1) – (23) (These sub-subsections shall remain in full force and effect as previously adopted.)

(24) Recreational watercraft rentals (i.e., boats, houseboats, jet skis, kayaks, canoes, etc.)

(e) (This subsection shall remain in full force and effect as previously adopted.)

SECTION 3: Chapter 23. Zoning. of the Code of Ordinances of the Town of Lantana is amended at Section 23-98. I Industrial district. by amending subsection (d) such that Section 23-98 shall hereafter read as follows:

Section 23-98. I Industrial district.

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

(d) Special exceptions. When the town council determines as a fact, after review of the application and plans submitted therewith, that the conditions, general standards and provisions of this Code, as set forth in section 23-75, and other regulations as set forth and defined in this Code, have been met, and when the proposed use or uses are consistent with good zoning practice and are not contrary to the policies of the town comprehensive land use plan, the following uses shall be permitted:

(1) – (7) (These sub-subsections shall remain in full force and effect as previously adopted.)

(8) Recreational watercraft rentals (i.e., boats, houseboats, jet skis, kayaks, canoes, etc.)

(e) (This subsection shall remain in full force and effect as previously adopted.)

SECTION 4: Chapter 23. Zoning. of the Code of Ordinances of the Town of Lantana is amended at Section 23-103. MW waterfront mixed use district. by amending subsection (d) such that Section 23-103 shall hereafter read as follows:

Section 23-103. MW waterfront mixed use district.

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

(d) Special exceptions.

(1) – (2) (These sub-subsections shall remain in full force and effect as previously adopted.)

(3) Recreational watercraft rentals (i.e., boats, houseboats, jet skis, kayaks, canoes, etc.)

(e) – (k) (These subsections shall remain in full force and effect as previously adopted.)

SECTION 5: Each and every other Section and Subsection of Chapter 23. Zoning. shall remain in full force and effect as previously enacted.

SECTION 6: All Ordinances or parts of Ordinances in conflict be and the same are hereby repealed.

SECTION 7: 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 8: Specific authority is hereby granted to codify this Ordinance.

SECTION 9: This Ordinance shall take effect immediately upon adoption.

(The remainder of this page intentionally left blank.)

FIRST READING this 13th day of January, 2020.

SECOND AND FINAL READING this 27th day of January, 2020.

TOWN OF LANTANA

_____	_____	_____
Aye	Nay	Mayor David J. Stewart
_____	_____	_____
Aye	Nay	Vice Mayor Malcolm Balfour
_____	_____	_____
Aye	Nay	Councilmember Philip J. Aridas
_____	_____	_____
Aye	Nay	Councilmember Lynn J. Moorhouse
_____	_____	_____
Aye	Nay	Councilmember Edward Paul Shropshire

ATTEST:

(SEAL)

TOWN CLERK

Approved as to form and
legal sufficiency.

TOWN ATTORNEY

TOWN OF LANTANA
Agenda Item Summary

AGENDA ITEM: Consideration of Ordinance O-30-2019 amending Chapter 10.5. Landscaping. of the Town Code of Ordinances in order to remove multiple references to the Plan Review Committee (PRC).
Remarks: Second reading.

ISSUE:

The Town staff and the Town Attorney periodically review the Town Code of Ordinances based on issues that arise through the course of implementing the code. The Town Council approved Ordinance O-17-2019 that revised the function of the Plan Review Committee to make it advisory to the Development Services Director in light of a determination that the PRC as constituted is a "Government in the Sunshine" committee, which severely restricted communication amongst the members.

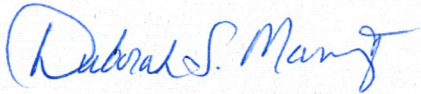
The Planning Commission reviewed this ordinance at its December 18, 2019 meeting and voted 5-0 to recommend approval.

ATTACHMENT:

1. Ordinance O-30-2019

SAMPLE MOTION:

I move to (approve) (deny) the adoption of Ordinance O-30-2019 on second reading.

Town Manager Approval:	Agenda Date: 01/27/2020	Town Council Action:
		

ORDINANCE NO. O-30-2019

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING CHAPTER 10.5. LANDSCAPING. AT SECTION 10.5-2. DEFINITIONS. BY REMOVING THE REFERENCE TO THE PLAN REVIEW COMMITTEE; FURTHER AMENDING CHAPTER 10.5. AT SECTION 10.5-4. PERMITS; PROTECTED TREES; SITE CLEARING. BY REASSIGNING THE DUTIES OF THE PLAN REVIEW COMMITTEE TO THE DEVELOPMENT SERVICES DIRECTOR; FURTHER AMENDING CHAPTER 10.5. AT SECTION 10.5-5. CREDIT ALLOWED FOR EXISTING TREES; PRESERVATION OF EXISTING TREES. BY REASSIGNING THE DUTIES OF THE PLAN REVIEW COMMITTEE TO THE DEVELOPMENT SERVICES DIRECTOR; FURTHER AMENDING CHAPTER 10.5. AT SECTION 10.5-21. SUBMISSION OF LANDSCAPE PLANS FOR LAND DEVELOPMENT; APPROVAL OF ALTERNATE PLAN. BY REASSIGNING THE DUTIES OF THE PLAN REVIEW COMMITTEE TO THE DEVELOPMENT SERVICES DIRECTOR; FURTHER AMENDING CHAPTER 10.5. AT SECTION 10.5-22. PLAN APPROVAL. BY REASSIGNING THE DUTIES OF THE PLAN REVIEW COMMITTEE TO THE DEVELOPMENT SERVICES DIRECTOR; FURTHER AMENDING CHAPTER 10.5. AT SECTION 10.5-23. IN GENERAL. BY REASSIGNING THE DUTIES OF THE PLAN REVIEW COMMITTEE TO THE DEVELOPMENT SERVICES DIRECTOR; FURTHER AMENDING CHAPTER 10.5. AT SECTION 10.5-42. VARIANCE. BY REASSIGNING THE DUTIES OF THE PLAN REVIEW COMMITTEE TO THE DEVELOPMENT SERVICES DIRECTOR; PROVIDING THAT THE REMAINDER OF CHAPTER 10.5. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ENACTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Town Council of the Town of Lantana has determined that a need exists to amend Section 10.5-2 by removing the reference to the plan review committee; and

WHEREAS, the Town Council of the Town of Lantana has determined that a need exists to amend Chapter 10.5 in various sections to reassign the duties and responsibilities of the plan review committee to the development services director; 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 10.5. Landscaping. of the Code of Ordinances of the Town of Lantana is hereby further amended at Section 10.5-2. Definitions. by deleting the first sentence of the paragraph after the table of specimen trees such that the said first paragraph shall hereafter read as follows:

~~Other trees not included on this list and identified by the PRC, which are deemed worthy of preservation due to their unique characteristics, size and/or rarity may be included in this section.~~ The trunk size of the additional trees will be based on one-fourth (1/4) of the DBH of the Champion tree of that species as outlined in the book "Big Trees" the Florida Register by Daniel Ward and Robert Ing published by the Florida Native Plant Society 1997 as amended. When a species is not listed in the "Big Trees" the Florida Register, a similar tree in shape and size at maturity will be used as a basis.

SECTION 2: Chapter 10.5. Landscaping. of the Code of Ordinances of the Town of Lantana is amended at Section 10.5-4. Permits; protected trees; site clearing. by amending subsections (b) and (d); providing that Section 10.5-4 shall hereafter read as follows:

Sec. 10.5-4. – Permits; protected trees; site clearing.

(a) (This subsection shall remain in full force and effect as previously adopted.)

(b) Permits for site clearing and the removal or relocation of a protected tree shall be obtained by the filing of an application with the building department and the issuance of a permit by the building official after review and approval by the ~~town plan review committee (PRC)~~ development services director. Applications for site clearing and removal or relocation of protected trees shall include the following:

(1) – (3) (These sub-subsections shall remain in full force and effect as previously adopted.)

(c) (This subsection shall remain in full force and effect as previously adopted.)

(d) Mitigation criteria and procedures.

(1) (This sub-subsection shall remain in full force and effect as previously adopted.)

(2) Protected trees identified for removal on the site clearing or tree removal permit application shall be replaced with new or transplanted trees chosen from the list of "specimen trees" as set forth in the definitions section 10-5.2. above. Protected palms that are removed may be replaced by new palms or hardwood trees. While the DBH of individual

replacement trees may be less than that of the tree or trees removed, a sufficient number of replacement trees must be installed to equal one and one-half (1½) times the total DBH of protected trees removed, unless otherwise approved by PRC the development services director. If multi-trunked trees are used as replacement trees, the DBH of the largest trunk of each multi-trunked tree shall be considered the DBH of that tree. The total DBH of all multi-trunked replacement trees shall equal one and one-half times (1½) the DBH of the removed tree.

(3) (This sub-subsection shall remain in full force and effect as previously adopted.)

(4) Existing protected trees which would otherwise be removed from the site because of development may be utilized to satisfy tree replacement requirements if transplanted to a location on the site which meets the requirements of this subsection with approval of the PRC development services director. Relocation of the trees must follow industry standards.

(5) Mitigation may be accomplished through contributions to a tree replacement account in dollar amounts equal to the replacement value of the tree, tree installation and one (1) year maintenance. This option must be approved PRC by the development services director and indicated on the permit.

(6) (This subsection shall remain in full force and effect as previously adopted.)

SECTION 3: Chapter 10.5. Landscaping. of the Code of Ordinances of the Town of Lantana is amended at Section 10.5-5. Credit allowed for existing trees; preservation of existing trees. by amending subsection (2); providing that Section 10.5-5 shall hereafter read as follows:

Sec. 10.5-5. Credit allowed for existing trees; preservation of existing trees.

Trees which are removed pursuant to this chapter shall be allowed as credits against the landscape area requirements in accordance with the following provisions:

(1) (This sub-subsection shall remain in full force and effect as previously adopted.)

(2) Trees that are preserved shall receive credit against the landscape area requirements as follows:

a. – c. (These sub-subsections shall remain in full force and effect as previously adopted.)

d. Every effort will be made to preserve trees with trunk DBH greater than or equal to three (3) feet and such trees will only be removed upon review and approval of

~~plan review committee~~ the development services director which may assign any reasonable tree credit for the preservation of such a tree on site.

SECTION 4: Chapter 10.5. Landscaping. of the Code of Ordinances of the Town of Lantana is amended at Section 10.5-21. Submission of landscape plans for land development; approval of alternate plan. by amending subsection (c); providing that Section 10.5-21 shall hereafter read as follows:

Sec. 10.5-21. Submission of landscape plans for land development; approval of alternate plan.

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

(c) *Alternative landscape plan.* Any applicant for development approval ~~appearing before the plan review committee~~ may request the development services director's approval of an alternative landscape plan which may not meet the exact terms of this chapter upon demonstration of the following:

(1) – (5) (These sub-subsections shall remain in full force and effect as previously adopted.)

(d) (This subsection shall remain in full force and effect as previously adopted.)

SECTION 5: Chapter 10.5. Landscaping. of the Code of Ordinances of the Town of Lantana is amended at Section 10.5-22. Plan Approval. by amending subsections (c) and (d); providing that Section 10.5-22 shall hereafter read as follows:

Sec. 10.5-22. Plan Approval.

Prior to the issuance of site plan approval, all landscape and irrigation plans other than those required for single-family lots or duplexes shall be submitted to the ~~plan review committee~~ development services director who ~~which~~ may either approve, approve with modifications or deny the ~~submittal application(s).~~ Final action on the landscape plans for all proposed commercial, multi-family, mixed-use and industrial development shall be issued by the plan review committee. Final action on the landscape plans for single-family lots or duplexes shall be issued by the building official or designee.

SECTION 6: Chapter 10.5. Landscaping. of the Code of Ordinances of the Town of Lantana is amended at Section 10.5-23. In general. by amending subsection (b); providing that Section 10.5-23 shall hereafter read as follows:

Sec. 10.5-23. - In general.

(a) (This subsection shall remain in full force and effect as previously adopted.)

(b) *Installation and phasing.* All landscaping shall be installed according to acceptable industry standards in a manner designed to encourage vigorous growth. Soil improvement measures may be required to ensure healthy plant growth. A plant or tree's growth characteristics shall be considered before planting to prevent conflicts with buildings, views, lighting, utility lines (overhead and underground) or signage. All plants (including turf) require watering during establishment. Temporary irrigation facilities may be installed to facilitate establishment. Required landscaping may be installed in phases as follows.

(1) (This sub-subsection shall remain in full force and effect as previously adopted.)

(2) *Other developments.* The entire perimeter landscaping shall be installed for residential and nonresidential developments, prior to the issuance of the first certificate of occupancy or completion or in accordance with ~~an approved~~ a phasing plan approved by the ~~PRC~~ development services director.

(3) (This sub-subsection shall remain in full force and effect as previously adopted.)

(c) – (d) (These subsections shall remain in full force and effect as previously adopted.)

SECTION 7: Chapter 10.5. Landscaping. of the Code of Ordinances of the Town of Lantana is amended at Section 10.5-42. Variance. by amending subsections (a) and (b); providing that Section 10.5-42 shall hereafter read as follows:

Sec. 10.5-42. Variance.

(a) *Applications.* Applications for variances regarding any aspect of this chapter shall be submitted to the ~~plan review committee (PRC)~~ development services director for consideration and final action. The standards to be utilized by the ~~PRC~~ development services director are those set forth at subsections 23-63(b)(1)a—f. of the town zoning code. All applications for variances shall be submitted on forms provided by the town and shall be accompanied by an application fee, the amount of which shall be set by resolution of the town council.

(b) *Violations; time limitations.* Violations of such conditions and safeguards as prescribed by the ~~PRC~~ development services director when made a part of the terms under which

the variance is granted, shall be deemed a violation of this chapter and the variance shall be considered void. Variances shall become void if not exercised within six (6) months of the date granted. Before this six-month period has expired, the applicant may make a written request to the PRC development services director for an additional six-month extension. Any further extensions of time shall require a new application to be processed as a new case.

SECTION 8: Each and every other Section and Subsection of Chapter 10.5. Landscaping. shall remain in full force and effect as previously adopted.

SECTION 9: All Ordinances or parts of Ordinances in conflict be and the same are hereby repealed.

SECTION 10: 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 11: Specific authority is hereby granted to codify this Ordinance.

SECTION 12: This Ordinance shall take effect immediately upon adoption.

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FIRST READING this 13th day of January, 2020.

SECOND AND FINAL READING this 27th day of January, 2020.

TOWN OF LANTANA

Aye

Nay

Mayor David J. Stewart

Aye

Nay

Vice Mayor Malcolm Balfour

Aye

Nay

Councilmember Philip J. Aridas

Aye

Nay

Councilmember Lynn J. Moorhouse

Aye

Nay

Councilmember Edward Paul Shropshire

ATTEST:

(SEAL)

TOWN CLERK

Approved as to form and
legal sufficiency.

TOWN ATTORNEY

TOWN OF LANTANA
Agenda Item Summary

AGENDA ITEM: Consideration of Ordinance O-01-2020 Amending Chapter 11. Licenses, Permits And Business Regulations of the Town Code of Ordinances in order to regulate pawnbrokers, vending machines and the rental of bicycles, mopeds and scooters.
Remarks: First reading.

ISSUE:

The Town staff and the Town Attorney periodically review the Town's Code of Ordinances based on issues that arise through the course of implementing the Code. Town staff has determined that a need exists to regulate pawn brokers, vending machines and the rental of bicycles, mopeds and scooters.

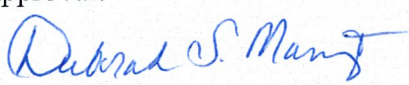
Regulatory provisions related to pawnbrokers and vending machines were not codified in the Town's Code of Ordinances. Instead, they were placed in the Town's Business Tax Receipt fee schedule which is not codified. The purpose of this Ordinance is to remove these provision from the Business Tax Receipt fee schedule and to codify them in the Town's Code of Ordinances.

ATTACHMENT:

1. Ordinance O-01-2020

SAMPLE MOTION:

I move to (approve) (deny) the adoption of Ordinance O-01-2020 on first reading.

Town Manager Approval: 	Agenda Date: 01/27/2020	Town Council Action:
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ORDINANCE NO. O-01-2020

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING CHAPTER 11. LICENSES, PERMITS AND BUSINESS REGULATIONS. BY AMENDING SECTION 11-26.1. VARIOUS TYPES OF RENTAL PROPERTY DEFINED; BUSINESS TAX RECEIPT REQUIRED BY AMENDING SUBSECTION (b) TO REMOVE AN ERRONEOUS REFERENCE AND TO REMOVE REGULATORY LANGUAGE; FURTHER AMENDING CHAPTER 11. LICENSES, PERMITS AND BUSINESS REGULATIONS. BY ADDING SECTION 11-29. PAWNBROKERS AND SECONDHAND DEALERS; FURTHER AMENDING CHAPTER 11. LICENSES, PERMITS AND BUSINESS REGULATIONS. BY AMENDING SECTION 11-120. BUSINESS TAX RECEIPT – DISPLAY AND CONTENTS. BY REPEALING, RENAMING AND READOPTING SAME; AND FURTHER AMENDING CHAPTER 11. LICENSES, PERMITS AND BUSINESS REGULATIONS. BY AMENDING SECTION 11-121. SAME – REMOVAL OR MISUSE. BY REPEALING, RENAMING AND READOPTING SAME; FURTHER AMENDING CHAPTER 11. LICENSES, PERMITS AND BUSINESS REGULATIONS. BY ADDING ARTICLE XI. BICYCLE, MOPED AND SCOOTER RENTALS; PROVIDING THAT THE REMAINDER OF CHAPTER 11. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ENACTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Town Council of the Town of Lantana has determined that a need exists to amend Section 11.26.1 to remove regulatory language; and

WHEREAS, the Town Council of the Town of Lantana has determined that a need exists to provide for the regulation of pawnbrokers; and

WHEREAS, the Town Council of the Town of Lantana has determined that a need exists to update and revise the regulation of vending machines; and

WHEREAS, the Town Council of the Town of Lantana has determined that a need exists to regulate the rental of bicycles, mopeds and scooters; and

WHEREAS, the Town Council believes this addition 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 11. Licenses permits and business regulations. of the Code of Ordinances of the Town of Lantana is hereby amended at Section 11-26.1. Various types of rental property defined; business tax receipt required by amending subsection (b); providing that Section 11-26.1 shall hereafter read as follows:

Sec. 11-26.1. – Various types of rental property defined; business tax receipt required.

(a) (This subsection shall remain in full force and effect as previously adopted.)

(b) *Business tax receipt required for all residential rental properties.* All residential rental property as defined above located in the town must pay business tax and must acquire a business tax receipt. Short term rentals as defined above are prohibited for single-family houses located in the R-1 and R-1A Zoning Districts; see section 23-135 of the town's zoning code. Additional regulations regarding residential rental properties are found at Article II of Chapter 13 of this Code relating to sexual offenders and/or predators. In order to apply for a local business tax receipt to rent, lease, sublease or assign to others residential property within the town, the following requirements must be observed:

(1) (This sub-subsection shall remain in full force and effect as previously adopted.)

~~(2) — After the submission of an information card and application for a business tax receipt, an inspection of the premises shall be made by the Town in order to insure that the premises is in compliance with the town's code. See also section 11-18 herein.~~

(c) – (d) (These subsections shall remain in full force and effect as previously adopted.)

SECTION 2: Chapter 11. Licenses permits and business regulations. of the Code of Ordinances of the Town of Lantana is amended by adding Section 11-29. Pawnbrokers and secondhand dealers; providing that Section 11-29 shall hereafter read as follows:

Sec. 11-29. – Pawnbrokers and secondhand dealers.

(a) *Business tax receipts.* Pawnbrokers selling other than articles taken on pledge must take out both a regular merchant's Business Tax Receipt in addition to a pawnbroker's Business Tax Receipt. All Business Tax Receipts issued to pawnbrokers and secondhand dealers are subject to these provisions and any violation of these provisions may result in the revocation of the receipt issued. No Business Tax Receipt issued to a pawnbroker or a secondhand dealer shall be transferred from the person or firm to whom it was originally issued.

(b) *Recordkeeping.* Each person or firm engaging in the business of pawnbroker or secondhand dealer, or conducting a pawn broking or secondhand shop within the town shall keep a detailed record of all transactions and shall make a daily written report to the Palm Beach County Sheriff's Department which must be submitted to the sheriff's department within 48 hours of the acquisition of any secondhand goods by purchase or pledge. This record and report must be specifically describe each and every article or thing acquired, such as number, make, and all other details as will make identification of such articles or things clear and positive this report must include all information as set forth in Section 538.04, F.S. including an original thumbprint of the seller, whether or not required by state law. All copies of pawn slips must be made available to any police agency at all times.

(c) *Inspection.* Any person or persons operating a pawn shop or secondhand store shall hold their shop open to visitation or inspection by the police and should any pawnbroker or secondhand dealer refuse to submit to such visitation or inspection of the shop, said refusal shall subject the owner to enforcement pursuant to Chapter 162, F.S. and to a civil action seeking an immediate closure of said shop.

SECTION 3: Chapter 11. Licenses permits and business regulations. of the Code of Ordinances of the Town of Lantana is amended by repealing, renaming and readopting Section 11-120. Business tax receipt—Display and contents. providing that Section 11-120 shall hereafter read as follows:

Sec. 11-120. – Business tax receipt – Display and contents General provisions.

~~A business tax receipt issued under the provisions of the applicable portion of section 11-28 of this Code shall be securely pasted to the machine for which such business tax receipt has been issued; same shall bear the serial number of such machine and shall be signed by the appropriate town official and shall have affixed thereto the official town seal.~~

(a) *Number allowed.* Three (3) vending machines are allowed per business unless the primary function of the business involves the operation of coin-operated machines (e.g., Laundromat, car wash, etc.), in which case the number of machines shall not be so limited. Each machine will require and shall be issued a unique business tax receipt.

(b) *Exempt machines.* The following coin-operated machines are exempt from the requirement of a business tax receipt:

- a. Cigarette vending machines

- b. Federal postage stamp machines
- c. News racks
- d. Parcel checking lockers
- e. Pay Toilets
- f. Unadulterated Florida-produced citrus juice vending machines
- g. Machines which are operated on an occasional basis for fundraising projects by charitable or benevolent nonprofit organizations which have obtained a no-fee permit pursuant to Section 11-25.1 and where the entire proceeds of such machines are used solely for recognized charitable or benevolent purposes.

SECTION 4: Chapter 11. Licenses permits and business regulations. of the Code of Ordinances of the Town of Lantana is amended by repealing, renaming and readopting Section 11-121. Same – Removal or misuse. providing that Section 11-121 shall hereafter read as follows:

Sec. 11-121. – Same – Display, contents, Removal or misuse.

A business tax receipt issued under the provisions of the applicable portion of section 11-28 of this Code shall be securely pasted to the machine for which such business tax receipt has been issued; same shall bear the serial number of such machine and shall be signed by the appropriate town official and shall have affixed thereto the official town seal.

It shall be unlawful to remove any business tax receipt for a vending machine from the machine upon which such business tax receipt has been affixed, or to place the business tax receipt for one machine upon any other machine.

SECTION 5: Chapter 11. Licenses permits and business regulations. of the Code of Ordinances of the Town of Lantana is amended by adding Article XI. Bicycle, Moped and Scooter Rentals; providing that Article XI shall hereafter read as follows:

ARTICLE XI. BICYCLE, MOPED AND SCOOTER RENTALS

Sec. 11-210. – Purpose.

The purpose of this article is to regulate the rental of bicycles, mopeds, scooters and any other form of individual conveyance for use upon, along, across or over the public lands and/or the streets and/or sidewalks and/or rights-of-way within the corporate limits of the town, as now or in the future may exist.

Sec. 11-211. – Definitions.

For the purpose of this article, the following terms, phrases, words and their derivations

shall be defined as follows:

Bicycle shall mean every vehicle propelled solely by human power, and every motorized bicycle propelled by a combination of human power and an electric helper motor capable of propelling the vehicle at a speed of not more than 20 miles per hour on level ground upon which any person may ride, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels.

Electric personal assistive mobility device shall mean any self-balancing, two non-tandem wheeled device, designed to transport only one person, with an electric propulsion system with average power of 750 watts (1 horsepower), the maximum speed of which, on a paved level surface when powered solely by such a propulsion system while being ridden by an operator who weighs 170 pounds, is less than 20 miles per hour.

Micromobility device shall mean any motorized transportation device made available for private use by reservation through an online application, website, or software for point-to-point trips and which is not capable of traveling at a speed greater than 20 miles per hour on level ground. This term includes motorized scooters and bicycles as defined herein.

Moped shall mean any vehicle with pedals to permit propulsion by human power, having a seat or saddle for the use of the rider and designed to travel on not more than three wheels, with a motor rated not in excess of 2 brake horsepower and not capable of propelling the vehicle at a speed greater than 30 miles per hour on level ground and with a power-drive system that functions directly or automatically without clutching or shifting gears by the operator after the drive system is engaged.

Motorized scooter shall mean any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

Owner shall mean any person who holds the legal title of a personal mobility device. If a personal mobility device is the subject of an agreement for the conditional sale or lease thereof with the right of purchase upon performance of the conditions stated in the agreement and with an immediate right of possession vested in the conditional vendee or lessee, or if a mortgagor of a personal mobility device is entitled to possession, such conditional vendee or lessee or mortgagor shall be deemed the owner for the purposes of this article.

Park or parking shall mean the standing of a personal mobility device, whether occupied or not occupied, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

Personal mobility device shall mean bicycle, Electric personal assistive mobility device, Micromobility device, Moped, Motorized scooter or any similar device used for individual transport within the town.

Stand or standing shall mean the halting of a vehicle, whether occupied or not occupied, otherwise than temporarily, for the purpose of, and while actually engaged in, receiving or discharging passengers.

Sec. 11-212. – Parking and standing of personal mobility devices on public property and in the public rights-of-way prohibited.

No owner shall park or stand a personal mobility device being offered for rental upon, along, across or over the public lands and/or the streets and/or sidewalks and/or rights-of-way within the corporate limits of the town, as now or in the future may exist.

Sec. 11-213. – Enforcement.

Violations of this article may be enforced pursuant to Chapter 162, Florida Statutes.

SECTION 6: All Ordinances or parts of Ordinances in conflict be and the same are hereby repealed.

SECTION 7: 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 8: Specific authority is hereby granted to codify this Ordinance.

SECTION 9: This Ordinance shall take effect immediately upon adoption.

[The remainder of page is intentionally left blank.]

FIRST READING this 27th day of January, 2020.

SECOND AND FINAL READING this 10th day of February, 2020.

TOWN OF LANTANA

Aye

Nay

Mayor David J. Stewart

Aye

Nay

Vice Mayor Malcolm Balfour

Aye

Nay

Councilmember Philip J. Aridas

Aye

Nay

Councilmember Lynn J. Moorhouse

Aye

Nay

Councilmember Edward Paul Shropshire

ATTEST:

(SEAL)

TOWN CLERK

Approved as to form and
legal sufficiency.

TOWN ATTORNEY

**TOWN OF LANTANA
Agenda Item Summary**

AGENDA ITEM: **Consideration of a request to obtain written consent from the Town of Lantana to allow a 10.4-foot setback from the extended riparian property line of the Town owned Sunrise Avenue right-of-way, rather than the required setback of 25 feet, for the construction of a dock at 230 Sunrise Avenue.**

ISSUE:

The Sunrise Harbor Condominium (Condominium) obtained a Building Permit in October of 1978 for the construction of a freestanding dock. The Condominium would like to extend their docks to obtain navigable depths. In order to do this and to allow for a total of 4 boat slips (one for each property unit owner), the proposed extension to the dock would be 10.4 feet from the riparian property line of the Town of Lantana's Sunrise Avenue right-of-way.


The Town of Lantana's Code of Ordinances, Sec. 23-134(a)(5), states in summary that docks shall be no closer than twenty-five (25) feet from the joint property lines of immediately adjoining property owners, except with written consent of the adjoining property owners. The letter of consent, once obtained, would then be attached to an application for a building permit to construct the dock.

ATTACHMENTS:

1. Letter requesting consent for reduced setback
2. Location Map
3. Layout of proposed dock and lifts
4. Consent Documentation

SAMPLE MOTION:

I move to (approve) (deny) the written consent to allow a setback of 10.4' from the Town of Lantana's south riparian property line, for the construction of a dock at the Sunrise Harbor Condominiums located at 230 Sunrise Avenue.

Town Manager Approval: 	Agenda Date: 1/27/2020	Town Council Action:
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JEFFREY P. ANTON, PE
Engineering & Project Management

361 NW Dewburry Terrace
Jensen Beach, FL 34957
772 291 8177
antonpe@comcast.net

September 2, 2019

Town of Lantana
500 Greyolds Circle
Lantana, FL 33462

561-540-5000

Project Name: Sunrise Harbor Dock and Lift, Waiver of Setback Request
230 Sunrise Ave. Condominium

To Whom it may Concern

Sunrise Harbor Condominium is seeking to extend their existing dock in order to obtain navigable depths and create mooring for all four units. Currently the dock sits in water too shallow to berth boats except at the very end.

The existing dock is constructed less than 25 ft from the extension of the right of way lines for Sunrise Ave. Currently the end of Sunrise Ave is not used by the public for water access.

As seen on the attached layout, Sunrise Harbor Condominium is requesting a setback reduction to 10 ft. This reduction would not hinder utilization of the end of sunrise Ave for water access.

In order to extend the dock and provide one dock for each unit, this is the most favorable alignment as it keeps the dock to the side and does not require relocation or construction of a new dock.

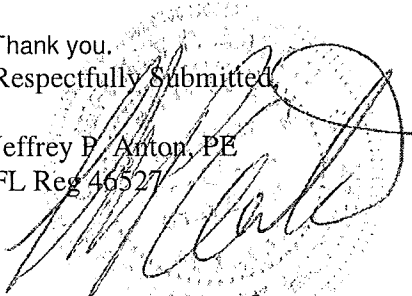
The Town can justify the permission of this as each unit will now have a dock space, thus increasing the value and tax base of each unit.

Florida Department of Environmental protection requires a setback waiver, of which they have a standard form where adjacent landowners can grant a setback reduction.

On Behalf of the Condominium, I request a reduction in the structure setback from 25 ft to 10 ft. as shown on the attached drawing.

Thank you.
Respectfully Submitted,

Jeffrey P. Anton, PE
FL Reg 46527



SUNRISE HARBOR CONDOMINIUM ASSOCIATION, INC.
BOARD OF DIRECTORS MEETING
AUGUST 12, 2019 - MINUTES

The Sunrise Harbor Board of Directors held a meeting on Monday, August 12, 2019. The meeting was held at the office of Palm Beach Property Mgmt., located at 1300 NW 17th Ave., Ste. 255, Delray Beach, FL 33445. Directors present were Evelio Cardenas, Odalys Cardenas, David Santangelo and Patrick Driscoll. Association attorney, Keith Backer, was in attendance as was Mickey Mansfield, from Palm Beach Property Management.

The meeting was called to order at 5:30 PM.

Roll call was taken with the above-mentioned directors in attendance; a quorum of the directors was achieved.

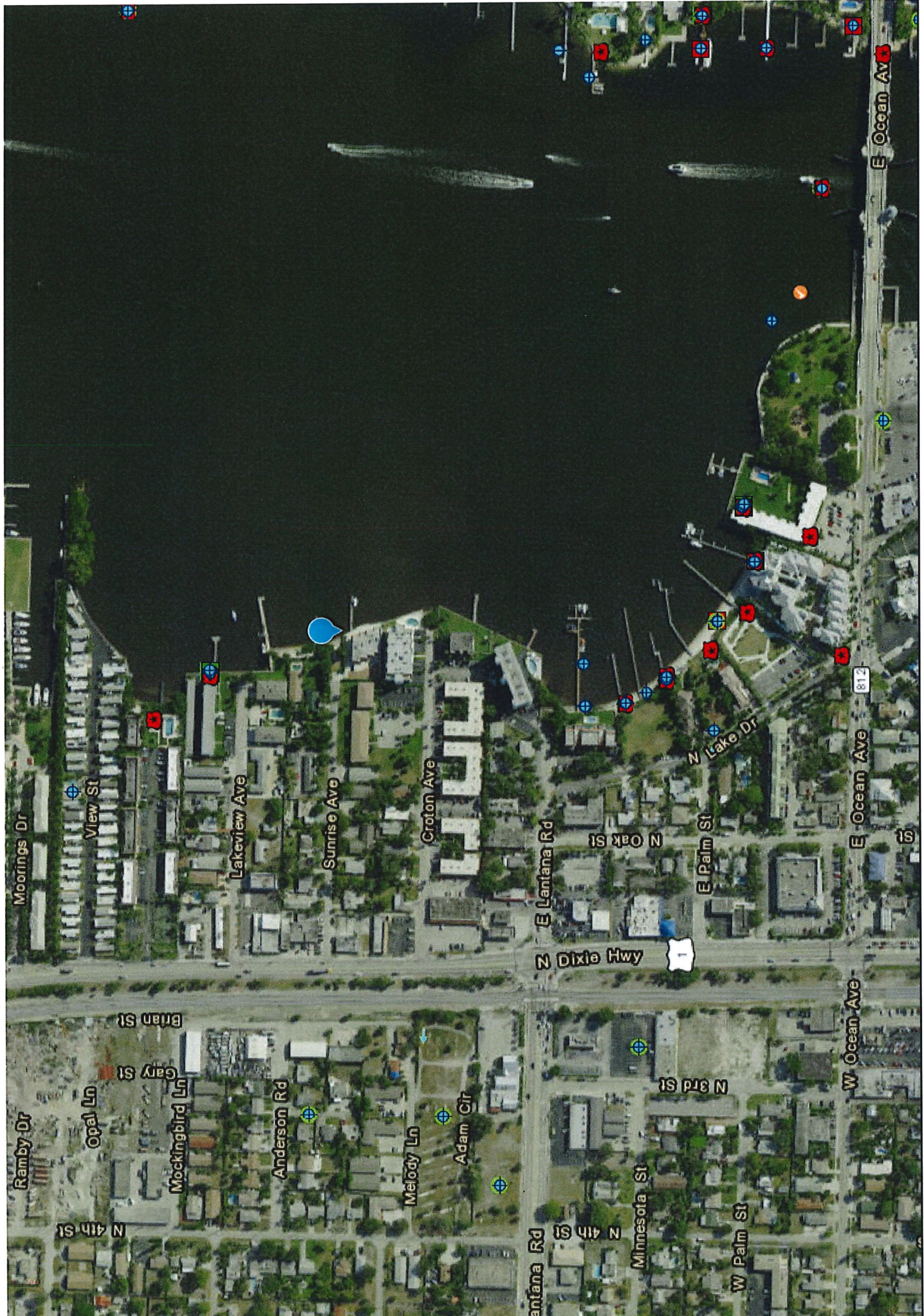
The situation with the community dock was discussed with the Mr. Backer, the association attorney. Mr. Backer reported that expansion of the dock would require a community vote as it would be considered a major alteration. He also noted that the association's documents provide that the association can assign boat slips at the community dock and that there is no provision in the documents that every owner get a boat slip. Discussion ensued on alternatives to dock expansion such as dredging to enable additional boats to be docked in the areas that presently are too shallow to accommodate a boat. Mr. Backer conceded that dredging would not be considered a material alteration. The board decided that more information was needed and David Santangelo made a motion to approve hiring Jeffrey Anton, PE, an engineer who specializes in dock designs, at a cost of \$3,500.00, to work on this project for the association to provide drawings and work with government agencies and local municipalities to obtain approvals for a dock expansion. The motion was seconded by Odalys Cardenas and approved unanimously.

The meeting adjourned at 6:35 PM with a motion by Patrick Driscoll, seconded by David Santangelo and approved unanimously.

Respectfully Submitted:


Odalys Cardenas, Secretary

Date



CITY OF LANTANA
Right of Way
Sunrise Ave.

SUNRISE HARBOR
CONDOMINIUM
40-43-44-34-24-000-00**
230 Sunrise Ave.
Lantana, FL

Submerged Aquatic Resource Survey
Conducted August 5, 2019
Largely Devoid, small patch of H. Jansonii

1' Deep, Low tide at
30' from MHWL
Elev. -2.25 NAVD

2' Deep, Low tide at
92' from MHWL
Elev. -3.25 NAVD

Water Datum
Lake Worth ICW, FL
NGS-Station 8722669
MHW (88) 0.20
MLW (88) -2.49
4' Deep LW -6.25

Outer limit of very shallow water
(less than 1' at Low Tide)
Sandy Substrate, 1-2" Slips
Attached and floating Algae
No seagrasses found

Shallow water (less than 2' at
Low Tide)
1-2" Silt over sandy substrate
Algae, Scattered
No SAV in this area

Shallow water (less than 3' at
Low Tide)
Organic Muck (Ooze) 3' to 6'
over sandy substrate
No SAV in this area

Approximate
Riparian Line

REQUESTED FROM
CITY OF LANTANA
Setback Waiver, from
25' standard to 10' ft.

Jeffrey P. Anton
PE FL 46527

Notes: PID40-43-44-34-24-000-00*0
1.

Terragone Development Services, LLC
361 NW Dewbury Terrace, Jensen Beach, Florida 34957
Phone: (772)291-8177
E-mail: antonpe@comcast.net
Certificate of Authorization:27451

Dock & Lift On Aerial
Sunrise Harbor Condominium
230 Sunrise Ave
Lantana, FL 33462

Scale	NTS
Designed By	JPA
Drawn By	JPA
Date	Aug 3, 2019

Town of Lantana

COUNCILMEMBERS

Philip J Aridas
Malcolm Balfour
Lynn J Moorhouse, D. D. S.
Edward Paul Shropshire



DAVID J STEWART
MAYOR

500 Greynolds Circle
Lantana, FL 33462-4544
(561) 540-5000
Fax (561) 540-5009
www.lantana.org

LETTER OF CONCURRENCE FOR SETBACK WAIVER

TO: Sunrise Harbor Condominium
Board of Directors
230 Sunrise Ave
Lantana, FL 33462

FROM: Town of Lantana
500 Greynolds Circle
Lantana, FL 33462

Section 18-21.004(3)(d), Florida Administrative Code, provides:

Except as provided herein, all structures, including mooring pilings, breakwaters, jetties and groins, and activities must be set back a minimum of 25 feet inside the applicant's riparian rights lines. Marginal docks, however, must be set back a minimum of 10 feet. Exceptions to the setbacks are: private residential single-family docks or piers associated with a parcel that has a shoreline frontage of less than 65 feet, where portions of such structures are located between riparian lines less than 65 feet apart, or where such structure is shared by two adjacent single-family parcels; utility lines; bulkheads, seawalls, riprap or similar shoreline protection structures located along the shoreline; structures and activities previously authorized by the Board; structures and activities built or occurring prior to any requirement for Board authorization; **when a letter of concurrence is obtained from the affected adjacent upland riparian owner;** or when the Board determines that locating any portion of the structure or activity within the setback area is necessary to avoid or minimize adverse impacts to natural resources.

I hereby state that I am the owner of the adjacent upland riparian property located to the north of the facility or activity proposed to be constructed or conducted by Sunrise Harbor Condominiums as shown in the attached drawing. **I understand that the subject project will be located entirely within the applicant's riparian rights area, and I do not object to the proposed structure or activity being located within the area required as a setback distance from the common riparian rights line, as required by Chapter 18-21.004(3)(d), F.A.C.** This file shows the structure will be located entirely within the applicant's riparian rights area and within 10.4 feet of the common riparian rights line between our parcels.

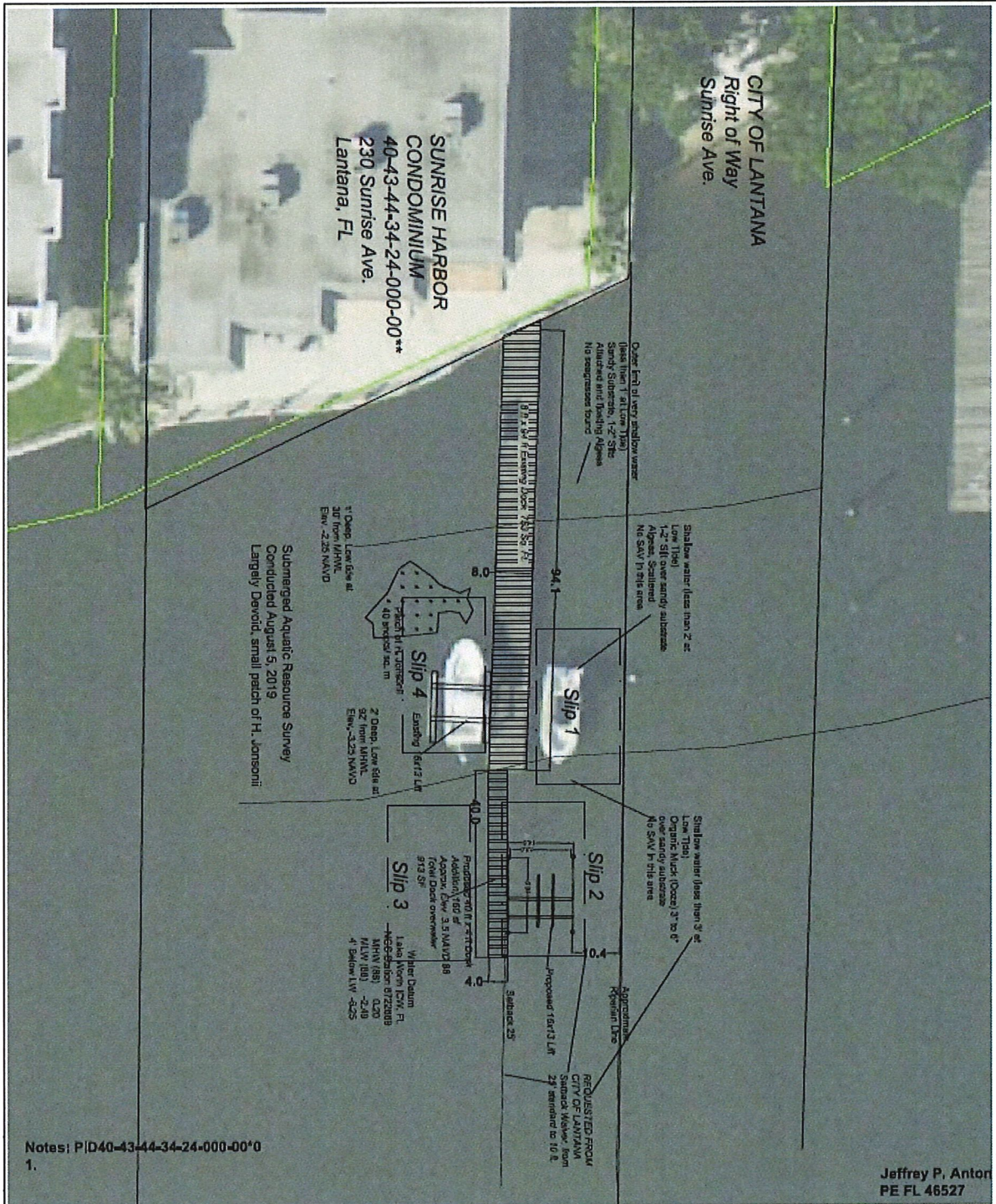
(Signature)

(Date signed)

David J. Stewart, Mayor

LETTER OF CONCURRENCE FOR SETBACK WAIVER

PAGE 2 – DRAWING, SKETCH, OR SURVEY OF PROPOSED DOCK LOCATION



Terragone Development Services, LLC
361 NW Dewberry Terrace, Jensen Beach, Florida 34957
Phone: (772) 291-6177
E-mail: antonpe@comcast.net
Certificate of Authorization: 27451

Dock & Lift On Aerial
Sunrise Harbor Condominium
230 Sunrise Ave
Lantana, FL 33462

Scale	NTS
Designed By	JPA
Drawn By	JPA
Date	Aug 3, 2019

TOWN OF LANTANA
Agenda Item Summary

AGENDA ITEM: **Consideration of approval of a Third Addendum to the Town Flag Football and Soccer Sports Provider Agreement.**

ISSUE:


The Town entered into an agreement with N Zone Sports WPB INC., to provide a variety of recreational program opportunities for flag football and soccer. The original term of this Agreement began on December 8, 2016 and was for one (1) year with the ability to extend the Agreement for up to three (3) additional one (1) year terms upon satisfactory performance and mutual written consent of the parties. Staff recommends extending this agreement with N Zone Sports WPB INC., for an additional one (1) year term subject to the same terms and conditions.

ATTACHMENTS:

1. Original and First Addendum to the Town of Lantana's Flag Football and Soccer Sports Provider Agreement.
2. Second Addendum to the Town of Lantana's Flag Football and Soccer Sports Provider Agreement.
3. Third Addendum to the Town of Lantana's Flag Football and Soccer Sports Provider Agreement.

SAMPLE MOTION:

I move to (approve) (disapprove) the Second Addendum to N Zone Sports WPB INC., for the Town of Lantana's Flag Football and Soccer Sports Provider Agreement for an additional one (1) year term subject to the same terms and conditions as the December 8, 2016 Agreement and authorize the Town Manager to execute same and any amendments thereto.

Town Manager Approval:	Agenda Date: 1/27/2020	Town Council Action:
		

AGREEMENT

between

Town of Lantana

and

N Zone Sports

for

Youth Flag Football and Soccer Leagues for the Department of Operations

This Agreement, made and entered into this 8 day of December, 2016, by and between the Town of Lantana, FLORIDA, a municipal corporation of the State of Florida (hereinafter the "TOWN"), through its Town Council;

AND

The N Zone Sports WPB INC., successors and assigns, (hereinafter "CONTRACTOR").

WHEREAS, the TOWN advertised a Request for Letters of Interest (RLI) for athletic league services with a submittal deadline of September 8, 2016; and

WHEREAS, CONTRACTOR submitted a response to said RLI and complies with the RLI requirements; and

WHEREAS, the TOWN wishes to enter into an agreement with CONTRACTOR to organize, manage and administer Youth Flag Football and Soccer Leagues;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONTRACTOR agree as follows:

ARTICLE I SERVICES TO BE PROVIDED

The services to be provided by CONTRACTOR include providing sufficient staff and resources to professionally organize, manage and operate recreational co-ed Youth Flag Football and Soccer Leagues for participant's ages 3 - 12 years at Town facilities in accordance with the terms outlined herein. CONTRACTOR shall be responsible for all aspects of the Youth Flag Football and Soccer Leagues including, but not limited to providing screened coaches and officials, organizing team rosters, establishing practice and game schedules, furnishing t-shirts and/or uniforms, trophies, participant medals, athletic equipment, and all other materials and services required to successfully administer the Youth Flag Football and Soccer Leagues. TOWN will make available two (2) lighted fields (field 1 and 2) if needed, and the concession stand at the Sports Park for the program sessions; Soccer and Flag Football, January 28, 2017 to March 18, 2017; Soccer, April 15, 2017 to June 3, 2017, Soccer and Flag Football Camp July 15, 2017 to August 12, 2017 and Soccer and Flag Football, September 16, 2017 to November 4, 2017

ARTICLE II TERM

The effective date of this Agreement shall be when the last party executes and dates same. The term of this Agreement shall be for one (1) year beginning on the effective date. At the end of the one (1) year period, this Agreement may be extended for up to three (3) additional one (1) year terms upon satisfactory performance and mutual written consent of the parties.

ARTICLE III
CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall be responsible for all aspects related to the organization, management, coordination and operation of the TOWN'S recreational Youth Flag Football and Soccer Leagues as specified herein.

1. Secure certified and trained, officials, staff, and volunteer coaches for the Youth Flag Football and Soccer Leagues that have successfully passed a minimum of a Palm Beach County and State of Florida (FDLE) background check in accordance with the Palm Beach County Health Departments' Affidavit of Good Moral Character guidelines. The results of the background checks must be provided to the Contract Coordinator within 10 days of the program commencement.
2. Market the program by creating and distributing flyers in schools, and obtain business/partner sponsorships to enhance the quality of the Leagues.
3. Coordinate program drafts, parent meetings and coaches' meetings.
4. Ensure that all parents, players, and coaches adhere to the code of conduct.
5. Create practice, game and field schedules including lighting and Recreation Center use and submit to the Contract Coordinator at least two (2) weeks before the start of the program.
6. Provide Contract Coordinator with team rosters and contact information for participants and coaches within two weeks of the registration date closing.
7. Order and distribute team jerseys based on sizing requirements and distribute to participants prior to the first game.
8. Ensure that coaches and officials are available for scheduled play, are dressed in proper uniform and conduct themselves professionally.
9. Prepare and line fields for practice and games using CONTRACTOR supplied chalk and equipment.
10. Sign a concession stand Agreement, and remit \$100 security deposit and rental fees of \$10.00 per hour or \$50.00 for the use from 8:00 a.m. to 10:00 p.m. prior to use.
11. Provide payment in advance for lighting usage for all fields. (Fees are \$25.00 per hour per field, up to a maximum of \$250.00 per month.)
12. Inspect and document conditions of athletic fields, equipment (fencing, goals, benches, tables, irrigation system, concession stands, restrooms - including supplies), and notify TOWN Contract Coordinator of deficiencies and/or graffiti noted within 24 hours.
13. ~~Ensure players/spectators clean areas immediately after usage.~~
14. ~~Adhere to all Town field and facility rules, and use fields/facilities for the intended sport for which it was designed and built within the pre-established scope and permitted date/time parameters only. Parking on the grass, playing fields, sidewalks, or pathways in any park facility is prohibited.~~
15. Purchase trophies/medals and other equipment necessary for team games and practice.
16. ~~Fund and facilitate an end-of-League ceremony.~~
17. ~~Conduct a satisfaction survey of parents and participants and provide summary of results to Contract Coordinator.~~
18. Contractor shall remain off of the fields, and make no effort to remove water or rake fields when notified by TOWN about field closure due to weather or hazardous conditions.
19. Meet with Contract Coordinator and TOWN representatives to address service concerns and ensure all tasks are performed adequately and according to schedule.
20. CONTRACTOR shall respond to correct any deficiencies in performance of the services as identified by the TOWN Contract Coordinator. Deficiencies shall be corrected within the time limits agreed upon with TOWN Contract Coordinator based on the complexity of the corrective action.
21. ~~Collect fees, register participants using CONTRACTORS registration forms, and forward an updated roster of registered participants to TOWN Representative.~~

ARTICLE IV TOWN RESPONSIBILITIES

1. Monitor CONTRACTOR performance and compliance with the terms of the Agreement.
2. Advertise league in Lantana Gram, Town website, Town Facebook Page, and through press releases, and flyers.
3. Schedule usage and lighting of fields 1 and 2 at the Sports Park.
4. Coordinate field maintenance.
5. Open concession stands at Sports Park based on schedule provided by CONTRACTOR.
6. Provide CONTRACTOR with access to the Recreation Center per season to hold a one-time parent/coaches meeting and end of the season league ceremony.

ARTICLE V COMPENSATION AND METHOD OF PAYMENT

The total compensation to be paid by the CONTRACTOR to the TOWN for recreational youth baseball league services rendered hereunder shall be twenty percent (20%) of all participant registration fees received. The registration fees are as follows:

- Residents /Non-Residents - \$89 (Early Registration) \$95 (General Registration) \$109 (Late Registration)

The CONTRACTOR shall submit 50% payment of the 20% owed to the TOWN from registration fees upon completion of the second league game with a current invoice. When fifty percent (50%) of the league games are completed the remaining 25% of the registration fees owed by the CONTRACTOR to the TOWN shall be paid with an updated invoice. When one hundred percent (100%) of the league games are completed the CONTRACTOR shall remit the final 25% of all registration fees owed to the TOWN within thirty (30) days upon receipt of a proper updated invoice. All Invoices shall include an itemized total for each league and shall identify league name/type, number of participants and payment received). Refunds shall be approved and processed by the CONTRACTOR until the first game of the league is played (after which no refunds will be approved). CONTRACTOR will deduct any amounts paid for a refunded amount from TOWN'S end of the season payment.

Registration Fee Payment Schedule
50% payment due upon completion of the second league game.
25% remaining payment due after 50% of league games have been completed.
25% remaining payment due after 100% of league games have been completed.

Registration fees may be adjusted at TOWN'S discretion upon each annual renewal based on the percentage change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year, as published by the United States Department of Labor.

ARTICLE VI MODIFICATION OF AGREEMENT TERMS

The terms of this agreement may be modified by mutual consent of the parties to increase or decrease the scope of work, adjust prices in subsequent agreement periods, or for such other purposes as shall become necessary during the conduct of the agreement period. Such amendments shall be accomplished in writing as an addendum to the Agreement executed by both parties.

ARTICLE VII

TERMINATION

This Agreement may be terminated by either party for cause, or by TOWN for convenience, upon thirty (30) days written notice from the terminating party to other party. In the event of such termination, TOWN shall be paid its compensation for services performed to termination date. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated by TOWN, CONTRACTOR shall indemnify TOWN against any loss pertaining to this termination. For purposes of this Agreement, termination by TOWN for cause includes, but is not limited to, the following:

1. CONTRACTOR'S failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after delivery to CONTRACTOR of a written notice of such breach or default; and/or
2. CONTRACTOR'S abandonment of the work for a period of seven (7) days or more during the course of a year. Such days need not be consecutive; and/or
3. Any material misrepresentation, written or oral, made by the CONTRACTOR to the TOWN; and/or
4. Failure by the CONTRACTOR to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or terms and conditions of this Agreement; and/or
5. Insolvency, bankruptcy, and/or suggestion of bankruptcy on the part of the CONTRACTOR or the assignment of assets for the benefit of creditors by the CONTRACTOR.

CONTRACTOR recognizes and agrees that in the event of the termination or expiration of this Agreement, it will be necessary to assist the TOWN and/or a selected successor to CONTRACTOR with an orderly transition of work. TOWN shall be paid in accordance with Article III for all services rendered through the date of termination. All TOWN facilities, equipment, materials, and supplies provided to CONTRACTOR during the course of the work shall be returned in good condition (except for normal wear and tear) upon termination.

ARTICLE VIII EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, and national origin, disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

ARTICLE IX PUBLIC ENTITY CRIMES ACT

In accordance with Section 287.133, Florida Statutes, CONTRACTOR through execution of this agreement, certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

ARTICLE X

ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of the TOWN.

ARTICLE XI INDEMNIFICATION OF TOWN

CONTRACTOR shall at all times hereafter, indemnify, hold harmless, and defend TOWN, its agents, and employees from and against any claim, demand, or cause of action of any kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, or employees in the performance of services under this Agreement.

CONTRACTOR further agrees, at all times hereafter, to indemnify, hold harmless and defend TOWN, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of CONTRACTOR resulting from the performance of services under this Agreement for which TOWN, its agents, or employees are alleged to be liable.

CONTRACTOR acknowledges and agrees that TOWN would not enter into this Agreement without this indemnification of TOWN by CONTRACTOR, and that TOWN'S entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

ARTICLE XII INSURANCE

CONTRACTOR shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance as required below, including Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Business Automobile Liability Insurance.

Such policy or policies shall be issued by United States Treasury, approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. CONTRACTOR shall specifically protect TOWN by naming the TOWN OF LANTANA, as an additional insured under the insurance policies hereinafter described.

- a. Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and all applicable federal laws.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide TOWN with thirty (30) days' notice of cancellation and/or restriction.

- b. Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, and \$1,000,000 for General Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific Agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed with

minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The TOWN OF LANTANA is to be named as additional insured with CONTRACTOR to liability arising out of operations performed for TOWN, by or on behalf of CONTRACTOR, or acts or omissions of CONTRACTOR in connection with such operation.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide TOWN with thirty (30) days' notice of cancellation and/or restriction.

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

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

CONTRACTOR shall provide to TOWN, prior to the effective date of this Agreement, a Certificate of Insurance or a copy of all insurance policies required by Section 6.6, including any subsection there under. TOWN reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that TOWN shall be given thirty (30) days' notice prior to expiration or cancellation of the policy.

ARTICLE XIII PERFORMANCE OF WORK BY CONTRACTOR/SUBCONTRACTORS

It is expressly agreed that CONTRACTOR is and shall be in the performance of all work, services, and activities under this Agreement, an independent contractor and not an employee, agent, or servant of TOWN. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to CONTRACTOR'S sole direction, supervision and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform work, and in all CONTRACTOR'S relationships and the relationships of its employees to TOWN, shall be that of an independent contractor and not as employees or agents of TOWN.

In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates, in connection with services covered under this Agreement, CONTRACTOR must secure the prior written approval of TOWN'S Purchasing Agent. Any subcontractor authorized to perform under this Agreement shall be required to possess the same insurance coverage as enumerated in Section 7.6 herein.

ARTICLE XIV LAWS AND REGULATIONS

It is further understood by the parties that CONTRACTOR will, in carrying out the duties and responsibilities under this Agreement, abide by all federal, state, and local laws.

ARTICLE XV CONTRACT COORDINATOR

The TOWN'S Contractor Coordinator during the performance of services pursuant to this Agreement shall be the TOWN'S Recreation Coordinator, telephone number, (561) 540-5754 or (561) 234-0181.

ARTICLE XVI
NO CONTINGENT FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE XVII
GOVERNING LAW AND VENUE

This agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, and the Agreement will be interpreted according to the laws of 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 or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other of further exercise thereof.

ARTICLE XVIII
ATTORNEY'S FEES

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

ARTICLE XIX
AUTHORITY TO ENGAGE IN BUSINESS

CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the TOWN'S representative upon request.

ARTICLE XX
ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document.

ARTICLE XXI
SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and

enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE XXI **NOTICES**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR TOWN OF LANTANA:

Town Manager
Deborah Manzo
500 Greynolds Circle
Lantana, FL 33462

FOR CONTRACTOR:

President
Sebastian Giraldo
4054-5 Forest Hill Blvd.
West Palm Beach, FL 33415

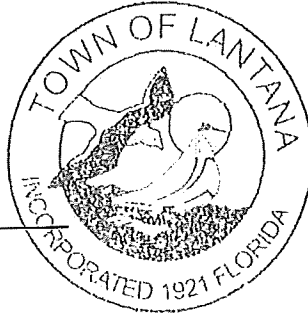
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IN WITNESS WHEREOF, the parties hereto have set their hands and official seals this 12th day of December, 2016.

(Seal)

ATTEST:

Nicole Dritz
Nicole Dritz
Town Clerk



TOWN OF LANTANA
A Municipal Corporation of the
State of Florida.

Deborah Manzo
Deborah Manzo
Town Manager

ENDORSED AS TO FORM
AND SUFFICIENCY

R. Max Lohman, Esq.
R. Max Lohman, Esq., Town Attorney

WITNESSES:

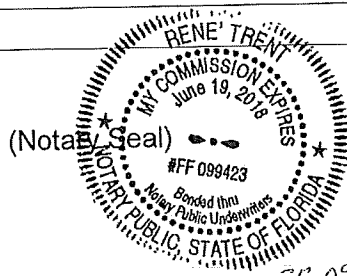
Nadine Shawah
Rene' Trent

The N Zone Sports WPB INC

By: [Signature]
SEBASTIAN GARCIA MAYER
Print Name and Title

(Corporate Seal)

SWORN TO and SUBSCRIBED before me this 8th day of December, 2016.



Commission No. FF 099423

Signature: Rene' Trent
Notary Public - State of Florida

RENE' TRENT
Printed Name

Commission Expires: June 19, 2018



**TOWN OF LANTANA
DEPARTMENT OF OPERATIONS
EXHIBIT A – SCOPE OF SERVICES (SPORTS PROVIDER)**

Program: Soccer and Football (ages 3 - 12 years)
Location: Lantana Sports Park Fields (1 and 2)
Program Length: Soccer and Flag Football, January 28, 2017 to March 18, 2017, April 15, 2017 to June 3, 2017, Soccer/Flag Football Camp July 15, 2017 to August 12, 2017 and Soccer and Flag Football, September 16, 2016 to November 4, 2017

Registration Fees: Residents /Non-Residents - \$89 (Early Registration) \$95 (General Registration) \$109 (Late Registration)

Contractor Compensation: 80% of all League registration fees
Estimated number of participants: 140 / per season

Contractor Responsibilities:

- Coordinate Recreational Co-ed Youth Soccer and Flag Football league for the TOWN.
- Obtain coaches and officials; all officials must be in proper uniform, and shall maintain a professional demeanor and conduct.
- Conduct background checks on coaches and officials and provide proof of results within ten (10) business days of league program season commencement.
- Coordinate program drafts, parent meetings, and coach training and meetings.
- Create and copy flyers for schools and assist with program marketing.
- Create practice, game, field, and lighting schedules, and provide the schedules to the TOWN three (3) weeks prior to league program season commencement.
- Provide TOWN with team rosters (including contact information for participants and coaches) within fourteen (14) days of closing registration date.
- Maintain concession stand cleanliness and organization when rented.
- Order and distribute all team Jerseys based on sizing requirements prior to first game.
- Purchase trophies/medals and other equipment necessary for team games and practice.
- Contractor shall line fields utilized for games and practices using Contractor supplied chalk and equipment.
- Fund and facilitate end of the league ceremony.
- Conduct a satisfaction survey for parents and participants and provide a summary of results to the TOWN within seven (7) days after the league season ends.
- Registration fees and registration forms will be collected by Contractor.
- League registration forms will be created and produced by Contractor.
- Obtain business partners/sponsors for the purpose of enhancing the quality of the leagues.
- Sign concession stand agreement, remit security deposit, and rental fees prior to use.
- Provide payment in advance for lighting usage for all fields.

Town Responsibilities:

- Execute Agreement and monitor Contractor performance and compliance with the terms set forth.
- Advertise league in Lantana Gram, Town website, Town Facebook Page, and through press releases, and flyers.
- Coordinate field maintenance with Public Works Department.
- Schedule field usage and lighting.
- Provide CONTRACTOR with access to the Recreation Center per season to hold a onetime parent/coaches meeting and end of the season league ceremony.
- Open concession stand at Sports Park based upon schedule.

12/8/2016

Detail by Entity Name

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Not For Profit Corporation

N ZONE SPORTS WPB INC

Filing Information

Document Number N13000005413
FEI/EIN Number N/A
Date Filed 06/11/2013
Effective Date 06/10/2013
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 11/28/2016

Principal Address

1046 WOODFIELD RD
GREENACRES, FL 33415

Changed: 11/28/2016

Mailing Address

1046 WOODFIELD RD
GREENACRES, FL 33415

Registered Agent Name & Address

JARAMILLO, VERONICA
1046 WOODFIELD RD
GREENACRES, FL 33415

Name Changed: 11/28/2016

Officer/Director Detail

Name & Address

Title P

GOMEZ, MARIA
3087 HAMBLIN WAY
WELLINGTON, FL 33414

Title Secretary

jaramillo, veronica

12/8/2016

Detail by Entity Name

1046 woodfield rd
greenacres, FL 33415

Annual Reports

Report Year	Filed Date
2014	05/01/2014
2015	04/30/2015
2016	11/28/2016

Document Images

<u>11/28/2016 -- REINSTATEMENT</u>	View image in PDF format
<u>04/30/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/01/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>07/08/2013 -- Amendment</u>	View image in PDF format
<u>06/11/2013 -- Domestic Non-Profit</u>	View image in PDF format

Public Department of State, Division of Corporations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/02/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting PHONE (A/C, No, Ext): 1-800-426-2839 FAX (A/C, No): 1-260-459-5105 E-MAIL ADDRESS: info@sportsinsurance-ll.com PRODUCER CUSTOMER ID:
INSURED Top Class Sports LLC DBA: Nzone Sports West Palm Beach 4064-S Forest Hill Blvd West Palm Beach, FL 33415 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

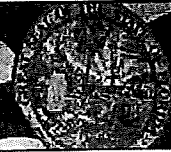
TYPE	TYPE OF INSURANCE	ACORD FORM NO.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIR. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAWB-WARE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG <input type="checkbox"/> OTHER:	X	VBA479864-1	09/17/2016 12:01 AM EDT	09/17/2017 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPROP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> RENTED AUTOS ONLY <input checked="" type="checkbox"/> NOT PROVIDED WHILE IN HAWAII <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			09/17/2016 12:01 AM EDT	09/17/2017 12:01 AM	COVERED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAWB-WARE <input type="checkbox"/> DEF <input type="checkbox"/> TORT/DEFINITION					EACH OCCURRENCE AGGREGATE
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFIT/LOSS/CONTINGENT EXECUTIVE OFFICER/DIRECTOR EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	<input type="checkbox"/> MEDICAL PAYMENTS FOR PARTICIPANTS			09/17/2016 12:01 AM EDT	09/17/2017 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Legal Liability to Participants (LLP) limit is a per occurrence limit.
Sport(s): Football (Flag & Touch), Age(s): 12 and under, Soccer Youth Age(s): 12 and under
The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER Town of Lantana 500 Greynolds Circle Lantana, FL 33462 (Owner/Lessor of Premises)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INQUIRERS: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Not For Profit Corporation**

N ZONE SPORTS WPB INC

Filing Information

Document Number	N13000005413
FEI/EIN Number	N/A
Date Filed	06/11/2013
Effective Date	06/10/2013
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	07/08/2013
Event Effective Date	NONE

Principal Address1046 WOODFIELD RD
GREENACRES, FL 33415**Mailing Address**1046 WOODFIELD RD
GREENACRES, FL 33415**Registered Agent Name & Address**JARAMILLO, VERONICA
1046 WOODFIELD RD
GREENACRES, FL 33415**Officer/Director Detail****Name & Address**

Title P

JARAMILLO, VERONICA
1046 WOODFIELD RD
GREENACRES, FL 33415**Annual Reports**

Report Year	Filed Date
2014	05/01/2014
2015	04/30/2015

Document Images04/30/2015 -- ANNUAL REPORT[View image in PDF format](#)05/01/2014 -- ANNUAL REPORT[View image in PDF format](#)07/08/2013 -- Amendment[View image in PDF format](#)06/11/2013 -- Domestic Non-Profit[View image in PDF format](#)[Copyright © and Privacy Policies](#)

State of Florida, Department of State

FIRST ADDENDUM TO THE AGREEMENT

between

Town of Lantana

and

N Zone Sports

for

**Youth Flag Football and Soccer Leagues
for the Department of Operations**

This First Addendum to the above-referenced Agreement is made and entered into this ^{8th} day of January, 2018, by and between the Town of Lantana, FLORIDA, a municipal corporation of the State of Florida (hereinafter the "TOWN"), through its Town Council;

AND

The N Zone Sports WPB INC., successors and assigns, (hereinafter "CONTRACTOR").

WHEREAS, the TOWN and CONTRACTOR entered into an agreement entitled "Agreement between Town of Lantana and N Zone Sports for Youth Flag Football and Soccer Leagues for the Department of Operations" (hereinafter the "AGREEMENT") dated December 8, 2016; and

WHEREAS, the TOWN and CONTRACTOR have been operating to accomplish tasks as set forth in the AGREEMENT; and

WHEREAS, the parties now agree to amend the AGREEMENT as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONTRACTOR agree as follows:

SECTION I: ARTICLE II. TERM. of the AGREEMENT is hereby amended as follows:

The term of this Agreement is extended for an additional one (1) year period and may be extended for up to two (2) additional one (1) year terms upon satisfactory performance and mutual written consent of the parties.

SECTION II: Insert the following as a new article into the AGREEMENT as follows:

ARTICLE XXXIII. PUBLIC RECORDS. Pursuant to Chapter 119, Florida Statutes, CONTRACTOR shall comply with the public records law by keeping and maintaining public records required by the TOWN in order to perform the service. Upon request from the TOWN'S custodian of public records, CONTRACTOR shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. CONTRACTOR shall ensure that

public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the CONTRACTOR does not transfer the records to the TOWN, CONTRACTOR upon completion of the contract, shall transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN in order to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of the 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 must be provided to the TOWN, upon request from the TOWN'S of public records, in a format that is compatible with the information technology systems of the TOWN.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE TOWN CLERK LOCATED AT 500 GREYNOLDS CIRCLE, LANTANA, FLORIDA 33462, PHONE NUMBER (561) 540-5000, EMAIL: NDRITZ@LANTANA.ORG

SECTION III: This First Addendum shall be attached to the AGREEMENT and shall become a part thereof. All other Articles of the AGREEMENT including the terms set forth in Exhibit A -SCOPE OF SERVICES shall remain in full force and effect as set forth in the AGREEMENT and Exhibit A and there shall be no changes to the AGREEMENT and Exhibit A with the exception of those items specifically set forth in this First Addendum.

SECTION IV: This First Addendum may be modified only by the mutual and written consent of both parties. If any provision or any portion contained in this First Addendum is held unconstitutional, invalid or unenforceable, the remainder of this First Addendum, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

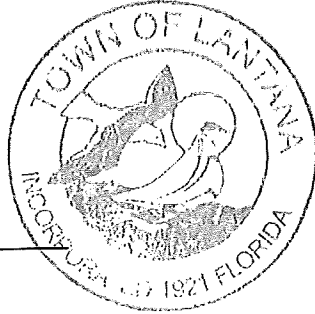
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IN WITNESS WHEREOF, the parties hereto have set their hands and official seals this 8th day of January, 2018.

(Seal)

ATTEST:

Nicole A. Dritz
Nicole A. Dritz
Town Clerk



TOWN OF LANTANA

A Municipal Corporation of the
State of Florida.

Deborah S. Manzo
Deborah S. Manzo
Town Manager

ENDORSED AS TO FORM
AND SUFFICIENCY:

R. Max Lohman
R. Max Lohman, Esq., Town Attorney

WITNESSES:

Steven
Madeline

The N Zone Sports WPB INC

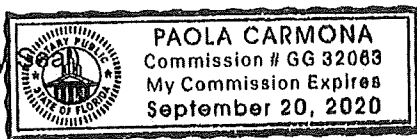
By:

Sabrina G. Gaudet
Sabrina G. Gaudet
Print Name and Title

(Corporate Seal)

SWORN TO and SUBSCRIBED before me this 8th day of January, 2018

(Notary Seal)



Signature:

Paola Carmona
Notary Public - State of Florida
Printed Name

Commission No. _____

Commission Expires: 9/20/20

SECOND ADDENDUM TO THE AGREEMENT

between

Town of Lantana

and

N Zone Sports

for

**Youth Flag Football and Soccer Leagues
for the Department of Operations**

This Second Addendum to the above-referenced Agreement is made and entered into this ____ day of _____, 2018, by and between the Town of Lantana, FLORIDA, a municipal corporation of the State of Florida (hereinafter the "TOWN"), through its Town Council;

AND

The N Zone Sports WPB INC., successors and assigns, (hereinafter "CONTRACTOR").

WHEREAS, the TOWN and CONTRACTOR entered into an agreement entitled "Agreement between Town of Lantana and N Zone Sports for Youth Flag Football and Soccer Leagues for the Department of Operations" (hereinafter the "AGREEMENT") dated December 8, 2016; and

WHEREAS, the TOWN and CONTRACTOR entered into the First Addendum to the "Agreement between Town of Lantana and N Zone Sports for Youth Flag Football and Soccer Leagues for the Department of Operations" (hereinafter the "FIRST ADDENDUM") dated January 8, 2018; and

WHEREAS, the TOWN and CONTRACTOR have been operating to accomplish tasks as set forth in the AGREEMENT; and

WHEREAS, the parties now agree to further amend the AGREEMENT as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONTRACTOR agree as follows:

SECTION I: ARTICLE II. TERM. of the AGREEMENT is hereby amended as follows:

The term of this Agreement is extended for an additional one (1) year period and may be extended for up to one (1) additional one (1) year terms upon satisfactory performance and mutual written consent of the parties.

SECTION II: ARTICLE IV. TOWN'S RESPONSIBILITIES. of the AGREEMENT is hereby amended to add a new section as follows:

7. TOWN shall make available two (2) soccer fields (Field 1 and 2), and the concession stand at the Sports Park for the following program sessions:

February 2, 2019 to March 30, 2019

April 6, 2019 to April 27, 2019

May 4, 2019 to June 22, 2019

September 7, 2019 to October 26, 2019; and
November 9, 2019 to December 14, 2019.

TOWN shall provide CONTRACTOR a key to the maintenance storage closet for CONTRACTOR to store sports equipment for the program. CONTRACTOR shall be responsible for keeping the maintenance storage closet clean and ensuring that it is clean after every use. TOWN shall not be responsible for any loss, damage or theft of any sports equipment and/or property CONTRACTOR maintains in the storage maintenance closet. If CONTRACTOR does not maintain and keep clean both the storage maintenance closet and/or the concession stand, then TOWN shall assess a cleaning fee in the amount of Thirty Dollars (\$30.00) per hour for TOWN staff to clean the same.

SECTION III: Article V. COMPENSATION AND METHOD OF PAYMENT. of the AGREEMENT is hereby amended as follows:

The total compensation to be paid by the CONTRACTOR to the TOWN for Recreational Youth Flag Football and Soccer League services rendered hereunder shall be the same as the original AGREEMENT dated December 8, 2016. The compensation to the TOWN is twenty percent (20%) of all participant registration fees received. This Second Addendum for the contract year beginning February 2, 2019 and ending December 14, 2019 shall be as follows:

The registration fees are as follows:

- Residents /Non-Residents - \$89 for Youth Flag Football and Soccer.

The CONTRACTOR shall submit 50% payment of the 20% owed to the TOWN from registration fees upon completion of the second league game with a current invoice. When fifty percent (50%) of the league games are completed the remaining 25% of the registration fees owed by the CONTRACTOR to the TOWN shall be paid with an updated invoice. When one hundred percent (100%) of the league games are completed the CONTRACTOR shall remit the final 25% of all registration fees owed to the TOWN within thirty (30) days upon receipt of a proper updated invoice. All invoices shall include an itemized total for each league and shall identify league name/type, number of participants and payment received). Refunds shall be approved and processed by the CONTRACTOR until the first game of the league is played (after which no refunds will be approved). CONTRACTOR will deduct any amounts paid for a refunded amount from TOWN'S end of the season payment.

Registration Fee Payment Schedule
50% payment due upon completion of the second league game.
25% remaining payment due after 50% of league games are completed.
25% remaining payment due after 100% of league games are completed.

Registration fees may be adjusted at TOWN'S discretion upon each annual renewal based on the percentage change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year, as published by the United States Department of Labor.

SECTION IV: EXHIBIT A- SCOPE OF SERVICES (SPORTS PROVIDER) of the AGREEMENT is hereby amended at the following sections:

Program Length: February 2, 2019 to March 30, 2019, April 6, 2019 to April 27, 2019, May 4, 2019 to June 22, 2019, September 7, 2019 to October 26, 2019 and November 9, 2019 to December 14, 2019.

Registration Fees: Youth Flag Football and Soccer. \$89 Residents / Non-Residents

SECTION V: This Second Addendum shall be attached to the AGREEMENT and shall become a part thereof. All other Articles of the AGREEMENT including any terms in Exhibit A -SCOPE OF SERVICES not modified by this Second Addendum shall remain in full force and effect as set forth in the AGREEMENT and Exhibit A and there shall be no changes to the AGREEMENT and Exhibit A with the exception of those items specifically set forth in this Second Addendum.

SECTION VI: This Second Addendum may be modified only by the mutual and written consent of both parties. If any provision or any portion contained in this Second Addendum is held unconstitutional, invalid or unenforceable, the remainder of this Second Addendum, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals this ____ day of _____, 2018.

(Seal)

TOWN OF LANTANA
A Municipal Corporation of the
State of Florida.

ATTEST:

Nicole A. Dritz
Town Clerk

Deborah S. Manzo
Town Manager

ENDORSED AS TO FORM
AND SUFFICIENCY:

R. Max Lohman, Esq., Town Attorney

WITNESSES:

The N Zone Sports WPB INC

By: _____

Print Name and Title

(Corporate Seal)

SWORN TO and SUBSCRIBED before me this ____ day of _____, 2018.

Signature: _____
Notary Public - State of Florida

(Notary Seal)

Printed Name

Commission No. _____

Commission Expires: _____

THIRD ADDENDUM TO THE AGREEMENT

between

Town of Lantana

and

N Zone Sports

for

**Youth Flag Football and Soccer Leagues
for the Department of Operations**

This third Addendum to the above-referenced Agreement is made and entered into this ____ day of January, 2020, by and between the Town of Lantana, FLORIDA, a municipal corporation of the State of Florida ("TOWN") and The N Zone Sports WPB INC., ("CONTRACTOR").

WHEREAS, the TOWN and CONTRACTOR entered into an agreement entitled "Agreement between Town of Lantana and N Zone Sports for Youth Flag Football and Soccer Leagues for the Department of Operations" (hereinafter the "AGREEMENT") dated December 8, 2016; and

WHEREAS, the TOWN and CONTRACTOR entered into the First Addendum to the "Agreement between Town of Lantana and N Zone Sports for Youth Flag Football and Soccer Leagues for the Department of Operations" (hereinafter the "FIRST ADDENDUM") dated January 8, 2018; and

WHEREAS, the TOWN and CONTRACTOR have been operating to accomplish tasks as set forth in the AGREEMENT; and

WHEREAS, the parties now agree to further amend the AGREEMENT as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONTRACTOR agree as follows:

SECTION I: ARTICLE II. TERM is hereby amended as follows:

The term of this Agreement is extended for an additional one (1) year period through December 31, 2020 and will go back out to bid for the following year(s).

SECTION II: ARTICLE IV. TOWN'S RESPONSIBILITIES is hereby amended to add a new section as follows:

7. TOWN shall make available two (2) soccer fields (Field 1 and 2), and the concession stand for rental at the Sports Park for the following program sessions:

February 8, 2020 to March 4, 2020
April 25, 2020 to June 20, 2020
August 5, 2020 to October 24, 2020; and
October 31, 2020 to December 18, 2020.

TOWN shall provide CONTRACTOR a key to the maintenance storage closet for CONTRACTOR to store sports equipment for the program. CONTRACTOR shall be responsible for keeping the maintenance storage closet clean and ensuring that it is clean after every use. TOWN shall not be responsible for any loss, damage or theft of any sports equipment and/or property CONTRACTOR maintains in the storage maintenance closet. If CONTRACTOR does not maintain and keep clean both the storage maintenance closet and/or the concession stand, then TOWN shall assess a cleaning fee in the amount of Thirty Dollars (\$30.00) per hour for TOWN staff to clean the same.

SECTION III: Article V. COMPENSATION AND METHOD OF PAYMENT is hereby amended as follows:

The total compensation to be paid by the CONTRACTOR to the TOWN for Recreational Youth Flag Football and Soccer League services rendered hereunder shall be the same as the original AGREEMENT dated December 8, 2016. The compensation to the TOWN is twenty percent (20%) of all participant registration fees received. This third Addendum for the contract year beginning February 8, 2020 and ending December 18, 2020 shall be as follows:

The registration fees are as follows:

- o Residents /Non-Residents - \$89 for Youth Flag Football and Soccer.

The CONTRACTOR shall submit 50% payment of the 20% owed to the TOWN from registration fees upon completion of the second league game with a current invoice. When fifty percent (50%) of the league games are completed the remaining 25% of the registration fees owed by the CONTRACTOR to the TOWN shall be paid with an updated invoice. When one hundred percent (100%) of the league games are completed the CONTRACTOR shall remit the final 25% of all registration fees owed to the TOWN within thirty (30) days upon receipt of a proper updated invoice. All invoices shall include an itemized total for each league and shall identify league name/type, number of participants and payment received). Refunds shall be approved and processed by the CONTRACTOR until the first game of the league is played (after which no refunds will be approved). CONTRACTOR will deduct any amounts paid for a refunded amount from TOWN'S end of the season payment.

Registration Fee Payment Schedule
50% payment due upon completion of the second league game.
25% remaining payment due after 50% of league games are completed.
25% remaining payment due after 100% of league games are completed.

Registration fees may be adjusted at TOWN'S discretion upon each annual renewal based on the percentage change in the Consumer Price Index, All Urban

Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year, as published by the United States Department of Labor.

SECTION IV: EXHIBIT A- SCOPE OF SERVICES (SPORTS PROVIDER) is hereby amended at the following sections:

Program Length: February 8, 2020 to March 4, 2020, April 25, 2020 to June 20, 2020, August 5, 2020 to October 24, 2020; and October 31, 2020 to December 18, 2020.

Registration Fees: Youth Flag Football and Soccer. \$89 Residents / Non-Residents

SECTION V: This third Addendum shall be attached to the AGREEMENT and shall become a part thereof. All other Articles of the AGREEMENT including any terms in Exhibit A -SCOPE OF SERVICES not modified by this third Addendum shall remain in full force and effect as set forth in the AGREEMENT and Exhibit A and there shall be no changes to the AGREEMENT and Exhibit A with the exception of those items specifically set forth in this third Addendum.

SECTION VI: This Third Addendum may be modified only by the mutual and written consent of both parties. If any provision or any portion contained in this Third Addendum is held unconstitutional, invalid or unenforceable, the remainder of this Third Addendum, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals this _____ day of _____, 2019.

TOWN OF LANTANA

Deborah S. Manzo, Town Manager

ATTEST:

Nicole A. Dritz
Town Clerk

ENDORSED AS TO FORM
AND SUFFICIENCY:

R. Max Lohman, Esq., Town Attorney

The N Zone Sports WPB INC

By: _____

Name: _____

Title: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting PHONE (A/C, No, Ext): 1-800-426-2889 FAX (A/C, No): 1-260-459-5105 E-MAIL ADDRESS: info@sportsinsurance-kk.com PRODUCER CUSTOMER ID:
INSURED Top Class Sports LLC DBA: Nzone Sports West Palm Beach 3087 hamblin way West Palm Beach, FL 33414 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company NAIC # 23787 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: W01611230

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6BRPG0000006993600	12/20/2019 12:01 AM EDT	12/20/2020 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NOT PROVIDED WHILE IN HAWAII			6BRPG0000006993600	12/20/2019 12:01 AM EDT	12/20/2020 12:01 AM	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000006993600	12/20/2019 12:01 AM EDT	12/20/2020 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Legal Liability to Participants (LLP) limit is a per occurrence limit.

Sport(s): Football (Flag & Touch) Age(s): 12 and under; Soccer Youth Age(s): 12 and under

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

See Attached Additional Remarks Schedule

CERTIFICATE HOLDER

Town of Lantana
500 Greynolds Circle
Lantana, FL 33462
(Owner/Lessor of Premises)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott F. Fink

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
TOP CLASS SPORTS LLC

Filing Information

Document Number	L13000069725
FEI/EIN Number	46-2762511
Date Filed	05/13/2013
Effective Date	05/13/2013
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	07/09/2013
Event Effective Date	NONE

Principal Address

3087 HAMBLIN WAY
WELLINGTON, FL 33414

Changed: 04/12/2018

Mailing Address

3087 HAMBLIN WAY
WELLINGTON, FL 33414

Changed: 04/12/2018

Registered Agent Name & Address

gomez, tirso javier
3087 HAMBLIN WAY
WELLINGTON, FL 33414

Name Changed: 10/23/2019

Address Changed: 04/12/2018

Authorized Person(s) Detail

Name & Address

Title MGR

gomez, tirso javier
3087 HAMBLIN WAY

WELLINGTON, FL 33414

Title Director

gomez, tirso javier
3087 HAMBLIN WAY
WELLINGTON, FL 33414

Annual Reports

Report Year	Filed Date
2018	04/12/2018
2019	02/11/2019
2019	10/23/2019

Document Images

10/23/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
02/11/2019 -- ANNUAL REPORT	View image in PDF format
04/12/2018 -- ANNUAL REPORT	View image in PDF format
05/01/2017 -- ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
04/30/2015 -- ANNUAL REPORT	View image in PDF format
05/01/2014 -- ANNUAL REPORT	View image in PDF format
05/13/2013 -- Florida Limited Liability	View image in PDF format

Source: https://www.sunbiz.org/Inquiry/CorporateSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=TOPCLASSSSPO...

TOWN OF LANTANA
Agenda Item Summary

AGENDA ITEM: Approval of an Agreement with Pro Ball Baseball Academy, Inc., to Serve as the Town of Lantana's Baseball Sports Provider.

ISSUE:

On August 25, 2019 the Town advertised for a Letter of Interest for 7 weeks in the Palm Beach Post, and on the Town's website, Facebook page and Twitter account for baseball athletic league services. The Town received one proposal from Pro Ball Baseball.

Pro Ball Baseball has been the Town's Baseball Sports Provider for three years (6 seasons). The average number of participants per season was 50 for a total of 300 participants during the 3-year period. The total revenue derived for the 3-year period was \$4,824.00 (20% of the participant registration fee).

The Department of Operations is seeking approval to enter into an agreement with Pro Ball Baseball Academy, Inc. The goal for this request is to promote recreational and travel program opportunities to many local youths, while allowing existing rentals and Lantana residents opportunities to continue using the fields for recreation. Some of the responsibilities reflected in the agreement are:


- The Sports Provider will provide recreational and Travel Co-ed Youth Baseball League programs for T-Ball, Coach Pitch, 9/U, 10/U, 11/U and 12/U for participants ages 4-12 years of age.
- The Sports Provider will provide jerseys/shirts, sports equipment, end of the season award celebration, trophies/medals, referees and coaches.
- The Town will maintain the fields and the Sports Provider will stripe the fields, pay for the concession stand and field lights.
- The Sports Provider will compensate the Town 20% of the registration fees.

ATTACHMENTS:

1. Sports Agreement.
2. Sports Provider Proposal
3. Letter of Interest

SAMPLE MOTION:

I move to (approve) (deny) authorizing the Town Manager to enter into an agreement to facilitate the Town's Baseball Sports Provider Programs.

Town Manager Approval: 	Agenda Date: 1/27/2020	Town Council Action:
--	---------------------------	-------------------------

AGREEMENT

between

Town of Lantana

and

Pro Ball Baseball Academy, Inc.

for

**Youth Baseball Leagues
for the Department of Operations**

This Agreement is made and entered into this ____ day of January, 2020, by and between the Town of Lantana, FLORIDA, a municipal corporation of the State of Florida ("TOWN") and The Pro Ball Baseball Academy, INC., successors and assigns, ("CONTRACTOR").

WHEREAS, the TOWN advertised a Request for Letters of Interest (RLI) for athletic league services with a submittal deadline of October 15, 2019; and

WHEREAS, CONTRACTOR submitted a response to said RLI which complies with the RLI requirements; and

WHEREAS, the TOWN wishes to enter into an agreement with CONTRACTOR to organize, manage and administer Youth Baseball Leagues;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONTRACTOR agree as follows:

ARTICLE I **SERVICES TO BE PROVIDED**

The services to be provided by CONTRACTOR include providing sufficient staff and resources to professionally organize, manage, coordinate and operate Recreational and Travel Co-ed Youth Baseball Leagues for T-Ball, Coach Pitch, 10/U and 12/U (the "Program") for participants ages 4-12 at Town facilities in accordance with the terms outlined herein. CONTRACTOR shall be responsible for all aspects of the Youth Baseball Leagues including, but not limited to providing screened coaches and officials, organizing team rosters, establishing practice and game schedules, furnishing t-shirts and/or uniforms, trophies, participant medals, athletic equipment, and all other materials and services required to successfully administer the Youth Baseball Leagues. TOWN will make available two (2) baseball fields (fields 2 & 3) for Recreational and Travel Co-ed youth baseball leagues Monday through Friday from 5:30 p.m. to 9:30 p.m. and Saturday and Sunday from 8:00 a.m. to 3:00 p.m. Town will provide one baseball field (field 1) for T-Ball, Coach Pitch, Recreation and Travel Co-ed for Tuesday, Wednesday and Thursday from 5:30 p.m. to 9:30 p.m. and Saturday from 8:00 a.m. to 3:00 p.m. Town will make available three (3) of the four (4) batting cages Monday through Thursday from 5:30 p.m. to 9:00 p.m. and Saturday and Sundays from 8:00 a.m. to 3:00 p.m. Town will make available for rental

the concession stand at the Sports Park for the Program's sessions from January 6, 2020 to June 28, 2020 and August 3, 2020 to December 13, 2020.

ARTICLE II **TERM**

The effective date of this Agreement shall be when the last party executes and dates same. The term of this Agreement shall be for one (1) year beginning on the effective date. At the end of the one (1) year period, this Agreement may be extended for up to three (3) additional one (1) year terms upon satisfactory performance and mutual written consent of the parties.

ARTICLE III **CONTRACTOR RESPONSIBILITIES**

CONTRACTOR shall be responsible for all aspects related to the organization, management, coordination and operation of the TOWN'S Recreational and Travel Co-ed Youth Baseball Leagues for T-Ball, Coach Pitch, 9/U, 10/U, 11/U and 12/U as specified herein.

1. Secure certified and trained, officials, staff, and volunteer coaches for the Youth Baseball Leagues that have successfully passed a minimum of a Palm Beach County and State of Florida (FDLE) background check in accordance with the Palm Beach County Health Departments' Affidavit of Good Moral Character guidelines. The results of the background checks must be provided to the TOWN Contract Coordinator within 10 days of the program commencement.
2. Market the program by creating and distributing flyers in schools and obtain business/partner sponsorships to enhance the quality of the Leagues.
3. Coordinate program drafts, parent meetings and coaches' meetings.
4. Ensure that all parents, players, and coaches adhere to the code of conduct.
5. Create practice, game and field schedules including lighting and submit to the TOWN Contract Coordinator at least two (2) weeks before the start of the program.
6. Provide TOWN Contract Coordinator with team rosters and contact information for participants and coaches within two weeks of the registration date closing.
7. Order and distribute team jerseys based on sizing requirements and distribute to participants prior to the first game.
8. Ensure that coaches and officials are available for scheduled play, are dressed in proper uniform and conduct themselves professionally.
9. Prepare and line fields for practices and games using CONTRACTOR supplied chalk and equipment. Preparation of fields shall be done after 3:00 p.m. Monday through Friday. If CONTRACTOR does not comply, charges/applicable fees will be charged.
10. Sign a concession stand rental agreement and remit \$100 security deposit and rental fees of \$10.00 per hour or \$50.00 for the use from 8:00 a.m. to 10:00 p.m. prior to use.
11. Provide payment in advance for lighting usage for all fields. (Fees are \$25.00 per hour per field, up to a maximum of \$250.00 per month.)
12. Inspect and document conditions of athletic fields, equipment (fencing, backstops, benches, tables, irrigation system, concession stands (if used), restrooms - including supplies), and notify TOWN Contract Coordinator of deficiencies and/or graffiti noted within 24 hours.
13. Ensure players/spectators clean areas immediately after practice and game usage, such as (dugouts, bleachers, facilities and storage room. Failure to comply will result in termination of contact and/or access to storage area.

14. Adhere to all Town field and facility rules and use fields/facilities for the intended sport for which it was designed and built within the pre-established scope and permitted date/time parameters only. Parking on the grass, playing fields, sidewalks, or pathways in any park facility is prohibited.
15. Purchase trophies/medals and other equipment necessary for team games and practice.
16. Fund and facilitate an end of League ceremony.
17. Conduct a satisfaction survey of parents and participants and provide summary of results to TOWN Contract Coordinator.
18. Contractor shall remain off of the fields and make no effort to remove water or rake fields when notified by TOWN about field closure due to weather or hazardous conditions.
19. Meet with TOWN Contract Coordinator and TOWN representatives to address service concerns and ensure all tasks are performed adequately and according to schedule.
20. CONTRACTOR shall respond to correct any deficiencies in performance of the services as identified by the TOWN Contract Coordinator. Deficiencies shall be corrected within the time limits agreed upon with TOWN Contract Coordinator based on the complexity of the corrective action.
21. Collect fees, register participants using CONTRACTORS registration forms, and forward an updated roster of registered participants to TOWN Representative.
22. Alcohol is prohibited at the Sports Park.

ARTICLE IV **TOWN RESPONSIBILITIES**

TOWN shall be responsible for the following:

1. Monitoring CONTRACTOR performance and compliance with the terms of the Agreement.
2. Advertising the Program on the Town website, Town Facebook Page, Town Twitter Page and through flyers provided by the Sports Provider.
3. Scheduling the usage and lighting of baseball fields 1, 2 and 3 and batting cages at the Sports Park.
4. Coordinating field maintenance with the Public Works Department.
5. Opening the concession stand at Sports Park based when rented by the CONTRACTOR and upon payment of the rental fee.
6. Providing the CONTRACTOR with access to the Recreation Center once per season to hold a onetime parent/coaches meeting and at the end of the season for a league ceremony.
7. Providing a key to a storage space for CONTRACTOR to hold equipment.

ARTICLE V **COMPENSATION AND METHOD OF PAYMENT**

The total compensation to be paid by the CONTRACTOR to the TOWN for Recreational and Travel Youth Co-ed baseball services rendered hereunder shall be twenty percent (20%) of all participant registration fees received. The registration fees are as follows:

- Residents /Non-Residents - \$90 (T-Ball, Coach Pitch, 9/U, 10/U, 11/U and 12/U)

The CONTRACTOR shall submit 50% payment of the 20% owed to the TOWN from registration fees upon completion of the second league game with a current invoice. When fifty

percent (50%) of the league games are completed an additional 25% of the registration fees owed by the CONTRACTOR to the TOWN shall be paid with an updated invoice. When one hundred percent (100%) of the league games are completed the CONTRACTOR shall remit the final 25% of all registration fees owed to the TOWN within thirty (30) days upon receipt of a proper updated invoice. All Invoices shall include an itemized total for each league and shall identify league name/type, number of participants and payment received). Refunds shall be approved and processed by the CONTRACTOR until the first game of the league is played (after which no refunds will be approved). CONTRACTOR will deduct any amounts paid for a refunded amount from TOWN'S end of the season payment.

Registration Fee Payment Schedule
50% payment due upon completion of the second league game.
25% remaining payment due after 50% of league games have been completed.
25% remaining payment due after 100% of league games have been completed.

Registration fees may be adjusted at TOWN'S discretion upon each annual renewal based on the percentage change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year, as published by the United States Department of Labor.

ARTICLE VI **MODIFICATION OF AGREEMENT TERMS**

The terms of this Agreement may be modified by mutual consent of the parties to increase or decrease the scope of work, adjust prices in subsequent agreement periods, or for such other purposes as shall become necessary during the conduct of the agreement period. Such amendments shall be accomplished in writing as an amendment to this Agreement executed by both parties.

ARTICLE VII **TERMINATION**

This Agreement may be terminated by either party for cause, or by TOWN for convenience, upon thirty (30) days written notice from the terminating party to other party. In the event of such termination, TOWN shall be paid its compensation for services performed to termination date. If CONTRACTOR abandons this Agreement or causes it to be terminated by TOWN, CONTRACTOR shall indemnify TOWN against any loss pertaining to this termination.

For purposes of this Agreement, termination by TOWN for cause includes, but is not limited to, the following:

1. CONTRACTOR'S failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after delivery to CONTRACTOR of a written notice of such breach or default; and/or
2. CONTRACTOR'S abandonment of the work for a period of seven (7) days or more during the course of a year. Such days need not be consecutive; and/or
3. Any material misrepresentation, written or oral, made by the CONTRACTOR to the TOWN; and/or
4. Failure by the CONTRACTOR to timely perform and/or observe any or all covenants, rules, regulations, guidelines or terms and conditions of this Agreement; and/or

5. Insolvency, bankruptcy, and/or suggestion of bankruptcy on the part of the CONTRACTOR or the assignment of assets for the benefit of creditors by the CONTRACTOR.

CONTRACTOR recognizes and agrees that in the event of the termination or expiration of this Agreement, it will be necessary to assist the TOWN and/or a selected successor to CONTRACTOR with an orderly transition of work. TOWN shall be paid in accordance with Article III for all services rendered through the date of termination. All TOWN facilities, equipment, materials, and supplies provided to CONTRACTOR during the course of the work shall be returned in good condition (except for normal wear and tear) upon termination.

ARTICLE VIII **EQUAL OPPORTUNITY EMPLOYMENT**

CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, and national origin, disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

ARTICLE IX **PUBLIC ENTITY CRIMES ACT**

In accordance with Section 287.133, Florida Statutes, CONTRACTOR through execution of this agreement, certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

ARTICLE X **ASSIGNMENT**

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of the TOWN.

ARTICLE XI **INDEMNIFICATION OF TOWN**

CONTRACTOR shall at all times hereafter, indemnify, hold harmless, and defend TOWN, its agents, and employees from and against any claim, demand, or cause of action of any kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, or employees in the performance of services under this Agreement.

CONTRACTOR further agrees, at all times hereafter, to indemnify, hold harmless and defend TOWN, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of CONTRACTOR resulting from the performance of services under this Agreement for which TOWN, its agents, or employees are alleged to be liable.

CONTRACTOR acknowledges and agrees that TOWN would not enter into this Agreement without this indemnification of TOWN by CONTRACTOR, and that TOWN'S entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Section 768.28, *Florida Statutes*.

ARTICLE XII **INSURANCE**

CONTRACTOR shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance as required below, including Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Business Automobile Liability Insurance.

Such policy or policies shall be issued by United States Treasury, approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONTRACTOR shall specifically protect TOWN by naming the TOWN OF LANTANA, as an additional insured under the insurance policies hereinafter described.

- a. Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and all applicable federal laws.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide TOWN with thirty (30) days' notice of cancellation and/or restriction.

- b. Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, and \$1,000,000 for General Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific Agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The TOWN OF LANTANA is to be named as additional insured with CONTRACTOR to liability arising out of operations performed for TOWN, by or on behalf of CONTRACTOR, or acts or omissions of CONTRACTOR in connection with such operation.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide TOWN with thirty (30) days' notice of cancellation and/or restriction.

- c. Business Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and

Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

CONTRACTOR shall provide to TOWN, prior to the effective date of this Agreement, a Certificate of Insurance or a copy of all insurance policies required hereunder. TOWN reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that TOWN shall be given thirty (30) days' notice prior to expiration or cancellation of the policy.

ARTICLE XIII

PERFORMANCE OF WORK BY CONTRACTOR/SUBCONTRACTORS

It is expressly agreed that CONTRACTOR is and shall be in the performance of all work, services, and activities under this Agreement, an independent contractor and not an employee, agent, or servant of TOWN. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to CONTRACTOR'S sole direction, supervision and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform and work, and in all CONTRACTOR'S relationships and the relationships of its employees to TOWN, shall be that of an independent contractor and not as employees or agents of TOWN.

In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates, in connection with services covered under this Agreement, CONTRACTOR must secure the prior written approval of TOWN. Any subcontractor authorized to perform under this Agreement shall be required to possess the same insurance coverage as enumerated in Article XII herein.

ARTICLE XIV

LAWS AND REGULATIONS

In carrying out the duties and responsibilities pursuant to this Agreement, CONTRACTOR shall abide by all federal, state, and local laws.

ARTICLE XV

TOWN CONTRACT COORDINATOR

The TOWN Contractor Coordinator during the performance of services pursuant to this Agreement shall be the TOWN'S Parks and Recreation Supervisor, telephone number, (561) 540-5754 or (561) 234-0181.

ARTICLE XVI

NO CONTINGENT FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this

Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE XVII
GOVERNING LAW AND VENUE

This agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, and the Agreement will be interpreted according to the laws of 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 or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other of further exercise thereof.

ARTICLE XVIII
ATTORNEY'S FEES

Each Party shall bear its own costs, including attorney's fees, in relation to the performance or enforcement of this Agreement.

ARTICLE XIX
AUTHORITY TO ENGAGE IN BUSINESS

CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the TOWN'S representative upon request.

ARTICLE XX
ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document.

ARTICLE XXI
SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken

provision with a valid provision that comes as close as possible to the intent of the stricken provision. Provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE XXII **NOTICES**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR TOWN OF LANTANA:

Deborah Manzo
Town Manager
500 Greynolds Circle
Lantana, FL 33462

FOR CONTRACTOR:

Oscar Santalo
President
9234 Olmstead Drive
Lake Worth, FL 33467

ARTICLE XXIII **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 NDRITZ@LANTANA.ORG OR BY TELEPHONE AT 561-540-5016

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals this _____ day of December, 2019.

TOWN OF LANTANA

Deborah S. Manzo, Town Manager

ATTEST:

Nicole A. Dritz, Town Clerk

**ENDORSED AS TO FORM
AND SUFFICIENCY:**

R. Max Lohman, Esq., Town Attorney

Pro Ball Baseball Academy, Inc.



Oscar Santalo, President



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8015217494C-4	10/31/2019	10/31/2024	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

PRO BALL BASEBALL ACADEMY INC
9234 OLMSTEAD DR
LAKE WORTH FL 33467-3602

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Florida Department of State

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by Entity Name**

Florida Not For Profit Corporation
PRO BALL BASEBALL ACADEMY, INC.

Filing Information

Document Number	N98000006219
FEI/EIN Number	65-0868427
Date Filed	10/29/1998
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/13/2003
Event Effective Date	NONE

Principal Address

9234 OLMSTEAD DRIVE
LAKE WORTH, FL 33467

Mailing Address

9234 OLMSTEAD DRIVE
LAKE WORTH, FL 33467

Registered Agent Name & Address

SANTALO, OSCAR
9234 OLMSTEAD DR
LAKE WORTH, FL 33467

Name Changed: 03/20/2009

Address Changed: 02/25/1999

Officer/Director Detail**Name & Address**

Title D

SANTALO, OSCAR
9234 OLMSTEAD DRIVE
LAKE WORTH, FL 33467

Annual Reports

Report Year	Filed Date
2016	01/15/2016

Sadler Sports: Amateur Teams / Leagues Insurance Plan



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SADLER & COMPANY, INC.
P.O. BOX 5866
COLUMBIA, SOUTH CAROLINA 29250-5866

CONTACT NAME: Sports Dept
PHONE (A/C, No. Ext): 800-622-7370 | FAX (A/C, No): 803-256-4017
E-MAIL ADDRESS: amaleur@sadlersports.com
PRODUCER CUSTOMER ID#:

INSURED
PRO BALL BASEBALL
Lake Worth Travel Baseball
9234 OLMSTEAD DR
LAKE WORTH, FL 33467

Application ID: 253687
A Member of the Sports, Leisure & Entertainment RPG

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	NATIONWIDE MUTUAL INSURANCE COMPANY	
INSURER B:		
INSURER C:		
INSURER D:		

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSD LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		6BRPG0000006430100	12:01AM ET 02/23/2019	12:01AM ET 02/23/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO PREMISES RENTED TO YOU (Fire Legal Liability) \$1,000,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE (other than Products- completed Operations) \$5,000,000 PRODUCTS- COMPI/OP AGG \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS (not provided while in Hawaii) <input checked="" type="checkbox"/> NON- OWNED AUTOS (not provided while in Hawaii)			6BRPG0000006430100	12:01AM ET 02/23/2019	12:01AM ET 02/23/2020	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EOMLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS TO PARTICIPANTS			6BRPG0000006430100	12:01AM ET 02/23/2019	12:01AM ET 02/23/2020	EXCESS MEDICAL \$25,000 AD&D NONE DEDUCTIBLE \$100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: COVERED SPORTS Baseball 12 & Under,

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.
 High Risk Injury Sports - For Deck/ Floor/ Field Hockey, Roller Hockey (quad), Cheerleading (age 19 & under); Lacrosse (age 19 & under); Tackle and contact football (age 19 & under); Soccer (age 19 & under); Water Hockey (age 19 & under); Wrestling (age 19 & under); and Umpire/ Referee Associations for the above High Risk Concussion Sports, the Legal Liability to Participants (LLP) limit will be limited to \$1,000,000 regardless of general liability occurrence limits purchased.

CERTIFICATE HOLDER

CANCELLATION

RELATIONSHIP:
Property Owner/ Lessor

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

TOWN OF LANTANA
500 GREYNOLDS CIRCLE
Lantana, FL 33462

AUTHORIZED REPRESENTATIVE

John S. Sadler

Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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ISO | Commercial General Liability Forms | 07/01/04
POLICY NUMBER: 6BRPG000006430100
INSURED: PRO BALL BASEBALL

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Name of Additional Insured Person(s) or Organizations(s):
TOWN OF LANTANA 500 GREYNOLDS CIRCLE Lantana, FL 33462
(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Date Added: 02/22/2019 07:30:32 AM

CG 20 26 04 13



Request for Letters of Interest (RLI)
Baseball Athletic League Services/Sports Provider

PROPOSER QUALIFICATIONS

The Proposer, as a result of this proposal, MUST hold a Business Tax Receipt in the area of their fixed business location. Each proposer MUST complete the following information and submit with their proposal in order for the proposal to be considered:

1. Legal Name and Address:

Name: PRO BALL BASEBALL

Address: 9234 OLMSTEAD DR

City, State, Zip: LAKE WORTH, FL 33467

Phone: 305-301-3862

E-mail: osky7@msn.com

Fax: _____

The length of time (continuous) in business under the above stated legal name: 21 years.

2. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation:

Date of Incorporation: 10/29/1998

State in which Incorporated: FLORIDA

4. If an out-of-state Corporation and currently authorized to do business in Florida, give date of such authorization: N/A

5. The length of time (continuous) in business: 21 years

6. Length of time (continuous) in business in Florida: 21 years

Name and Title of Principal Officers:

Date Elected:

OSCAR SANTALO

10/29/1998

Note: Information requested herein and submitted by the Proposers will be analyzed by the Town of Lantana and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Proposer, in the sole opinion of the Town of Lantana, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract.



Request for Letters of Interest (RLI)
Baseball Athletic League Services/Sports Provider

PROFESSIONAL REFERENCES

Complete the form below with at least two (2) *current and pertinent* professional references that the Town can contact in relation to proposer's qualifications and experience in completing similar projects. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
Wellington Parks and Rec Department	Bid Number:	
Senior Program Director	Contact:	JC de los Reyes
	Telephone No:	561-791-4005
	Email:	jdelosreyes@wellingtonfl.gov
Scope of Work/ Project Description:		
Senior Program Director		

2. Name and Address of Firm, City, County, or Agency	Date(s):	
ELITE UMPIRE ASSOCIATION	Status:	
DIRECTOR OF UMPIRES	Bid Number:	
	Contact:	DAVID FARQUAT
	Telephone No:	561-718-0777
	Email:	xdjf23@yahoo.com
Scope of Work/ Project Description:		
DIRECTOR OF UMPIRES IN PALM BEACH COUNTY		

3. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
Scope of Work/ Project Description:		

4. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
Scope of Work/ Project Description:		

OSCAR SANTALO PRO BALL BASEBALL ACADEMY

9234 Olmstead Drive
Lake Worth, Fl 33467
305-301-3862
Osky7@msn.com

September 4, 2019

Letter of Intrest
Town of Lantana
Parks and Recreational Supervisor

I would like to begin by introducing myself. My name is Oscar Santalo, I am currently the Director of Pro Ball Baseball Academy (A NON-PROFIT BASEBALL ACADEMY). I have been involved in organized baseball since my youth and have either played or been coaching for over 30 years. I have been the sports provider the past two years for the Town of Lantana. I would like to re-establish the Lantana recreational baseball program (Lantana Youth Baseball) at the Lantana Complex..

I would like to propose at this time, to volunteer my services and the many resources I have in baseball, for a recreational/travel baseball program in Lantana. I am hoping that by running a program in the Town of Lantana we can get the kids from the Lantana area back on the fields.

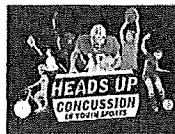
What I am proposing right now is to use the Lantana complex for a recreational/travel baseball program (Lantana Youth Baseball). I had in the Fall of 2019 5 teams (50 players). This program will be broken down by age groups, and strictly will focus on the fundamentals of the game.

I have added an attachment packet that includes league rules, by-laws, background checks, concussion policies, and what charter we will be using

Please feel free to contact me at your convenience.

Sincerely,

Oscar Santalo



SIGNS & SYMPTOMS

Athletes who experience one or more of the signs or symptoms listed below after a bump, blow, or jolt to the head or body may have a concussion.

SIGNS OBSERVED

- Appears dazed or stunned
- Is confused about assignment or position
- Forgets an instruction
- Is unsure of game, score, or opponent
- Moves clumsily
- Answers questions slowly
- Loses consciousness (even briefly)
- Shows mood, behavior, or personality changes
- Can't recall events prior to hit or fall
- Can't recall events after hit or fall

SYMPTOMS REPORTED BY ATHLETE

- Headache or "pressure" in head
- Nausea or vomiting
- Balance problems or dizziness
- Double or blurry vision
- Sensitivity to light
- Sensitivity to noise
- Feeling sluggish, hazy, foggy, or groggy
- Concentration or memory problems
- Confusion
- Just not "feeling right" or is "feeling down"

ACTION PLAN

If you suspect that an athlete has a concussion, you should take the following four steps:

1. Remove the athlete from play.
2. Ensure that the athlete is evaluated by a health care professional experienced in evaluating for concussion. Do not try to judge the seriousness of the injury yourself.
3. Inform the athlete's parents or guardians about the possible concussion and give them the CDC fact sheet for parents on concussion.
4. Keep the athlete out of play the day of the injury and until a health care professional, experienced in evaluating for concussion, says they are symptom-free and it's OK to return to play.

ADDITIONAL LYB BASEBALL PROCEDURE

- Complete LYB Incident Report
- Refer parents to the LYB/CDC Information sheet and SAI information.
- Obtain signed LYB Participation Release from Parent/Guardian prior to return to play
- Obtain a Medical Release if required by State Law
- Give all signed forms to your LYB Safety Director

IMPORTANT PHONE #

Emergency Medical Services

Name:

Phone:

Health Care Professional

Name:

Phone:

Coaching Staff Available During Games

Name:

Phone:

Coaching Staff Available During Practices

Name:

Phone:

For more information and to order additional materials free-of-charge, visit:
www.cdc.gov/Concussion

Florida Department of State

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by Entity Name**

Florida Not For Profit Corporation
PRO BALL BASEBALL ACADEMY, INC.

Filing Information

Document Number N98000006219
FEI/EIN Number 65-0868427
Date Filed 10/29/1998
State FL
Status ACTIVE
Last Event CANCEL ADM DISS/REV
Event Date Filed 10/13/2003
Event Effective Date NONE

Principal Address

9234 OLMSTEAD DRIVE
LAKE WORTH, FL 33467

Mailing Address

9234 OLMSTEAD DRIVE
LAKE WORTH, FL 33467

Registered Agent Name & Address

SANTALO, OSCAR
9234 OLMSTEAD DR
LAKE WORTH, FL 33467

Name Changed: 03/20/2009

Address Changed: 02/25/1999

Officer/Director Detail**Name & Address**

Title D

SANTALO, OSCAR
9234 OLMSTEAD DRIVE
LAKE WORTH, FL 33467

Annual Reports

Report Year	Filed Date
2016	01/15/2016



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8015217494C-4	10/31/2019	10/31/2024	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

PRO BALL BASEBALL ACADEMY INC
9234 OLMSTEAD DR
LAKE WORTH FL 33467-3602

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Sadler Sports: Amateur Teams / Leagues Insurance Plan

DATE (MM/DD/YYYY)
02/22/2019

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SADLER & COMPANY, INC.
P.O. BOX 5866
COLUMBIA, SOUTH CAROLINA 29250-5866

CONTACT NAME: Sports Dept
PHONE (A/C, No. Ext): 800-622-7370 | FAX (A/C, No): 803-256-4017
E-MAIL ADDRESS: amateur@sadlersports.com
PRODUCER CUSTOMER ID#:

INSURED
PRO BALL BASEBALL
Lake Worth Travel Baseball
9234 OLMSTEAD DR
LAKE WORTH, FL 33467

Application ID: 253687
A Member of the Sports, Leisure & Entertainment RPG

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: NATIONWIDE MUTUAL INSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

IND LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/ DD/ YYYY)	POLICY EXP (MM/ DD/ YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		6BRPG0000006430100	12:01AM ET 02/23/2019	12:01AM ET 02/23/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO PREMISES RENTED TO YOU (Fire Legal Liability) \$1,000,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE (other than Products- completed Operations) \$5,000,000 PRODUCTS- COMP/ OP AGG \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS (not provided while in Hawaii) <input checked="" type="checkbox"/> NON- OWNED AUTOS (not provided while in Hawaii)			6BRPG0000006430100	12:01AM ET 02/23/2019	12:01AM ET 02/23/2020	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS TO PARTICIPANTS			6BRPG0000006430100	12:01AM ET 02/23/2019	12:01AM ET 02/23/2020	EXCESS MEDICAL \$25,000 AD&D NONE DEDUCTIBLE \$100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: COVERED SPORTS Baseball 12 & Under,

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.
 High Risk Injury Sports - For Deck/ Floor Field Hockey, Roller Hockey (quad), Cheerleading (age 19 & under), Lacrosse (age 19 & under), Tackle and contact football (age 19 & under), Soccer (age 19 & under), Water Hockey (age 19 & under), Wrestling (age 19 & under), and Umpire/ Referee Associations for the above High Risk Concussion Sports, the Legal Liability to Participants (LLP) limit will be limited to \$1,000,000 regardless of general liability occurrence limits purchased.

CERTIFICATE HOLDER

CANCELLATION

RELATIONSHIP:
Property Owner/ Lessor

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

TOWN OF LANTANA
500 GREYNOLDS CIRCLE
Lantana, FL 33462

AUTHORIZED REPRESENTATIVE

Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSUREDS: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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ISO | Commercial General Liability Forms | 07/01/04
POLICY NUMBER: 6BRPG0000006430100
INSURED: PRO BALL BASEBALL

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Name of Additional Insured Person(s) or Organizations(s):
TOWN OF LANTANA 500 GREYNOLDS CIRCLE Lantana, FL 33462
(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Date Added: 02/22/2019 07:30:32 AM

CG 20 26 04 13



LANTANA YOUTH BASEBALL COACHES CODE OF ETHICS

- ☐ I WILL place the emotional and physical well-being of my players ahead of a personal desire to win.
- ☐ I WILL treat each player as an individual, remembering the large range of emotional and physical development for the same age group.
- ☐ I WILL do my best to provide a safe playing situation for my players.
- ☐ I WILL promise to review and practice the basic first aid principles needed to treat injuries of my players.
- ☐ I WILL do my best to organize practices that are fun and challenging for all my players.
- ☐ I WILL lead by example in demonstrating fair play and sportsmanship to all my players.
- ☐ I WILL be knowledgeable of the rules of the sport that I coach, and I will teach these rules to my players.
- ☐ I WILL use those coaching techniques appropriate for each of the skills that I teach.
- ☐ I WILL remember that I am a youth sports coach, and that the game is for children and not adults.

PRINT COACHES NAME



BY-LAWS OF LANTANA YOUTH BASEBALL LEAGUE

I. Name

The league shall be known as "Lantana Youth Baseball League", hereinafter referred to as the "LYB", a future member of Pony Baseball, Inc. The League has been established as a non-profit corporation under the laws of the State of Florida.

II. Purpose

The purpose of the League shall be to organize and supervise the playing of baseball under specialized rules and regulations, to secure suitable and adequate financial backing for these purposes, and obtain the use of suitable playing facilities and equipment for these purposes.

III. Membership

Any parents or guardians of active players, active team or division sponsors, or active volunteer adult leaders shall be considered members of the League. For purposes of this provision, "active" shall mean actual participation during the prior season. Membership is restricted to those who are at least eighteen (18) years of age and excludes anyone who may have been specifically banned from the League by its Board of Directors.

The League shall not discriminate based upon age, sex, gender, national origin, race or religion.

IV. Policies of League

A. Welfare of Young People

It shall be the policy of the League to conduct its activities so that the physical and moral welfare of the young people for whose benefit it is organized shall remain paramount and all matters of policy shall be determined on that basis.

B. Conflict of Interest

No person who is a member of or who is employed by or who is any way connected with the League shall receive any personal financial benefit therefore beyond the reasonable value of services in carrying out the purpose for which the League has been organized.

C. Sponsors and Advertising

- (1) (1) In order to secure suitable and adequate financial backing to carry out the purpose of the League, it shall be the policy of the League to permit only such sponsorship as is consistent with the purpose for which the League is organized and to select sponsors who are interested in the League solely or principally as a means of contributing to the welfare of young people.
- (2) (2) It shall be the policy of the League to prohibit any direct advertising of alcoholic beverages or tobacco products in connection with the League or any of its programs. It shall further be the policy of the League to prohibit the use or consumption of alcoholic, tobacco or any prohibited substances during any League function including, without limitation, games.

D. Coaches & Players

All League coaches and players shall promote and maintain good sportsmanship at all times, including at all League practices, games and any additional League functions. Coaches shall comply with the LYB coaches and parents' code of ethics and any additional League rules set down by the Board. Coaches shall treat all League officials and umpires with courtesy and respect. Players are expected to treat all coaches, League officials and umpires with courtesy and respect. All coaches, or any adults that will be in contact with the players will be required to have background checks that are in compliance with new Florida amendment to Florida State Statute 943.0438. All coaches will be in compliance with the Concussions and Head Injuries Requirements of Florida Statute 943.0438

E. Disciplinary Guidelines

Enforcement of playing rules at League games shall be the sole responsibility of the umpire(s) who have been assigned to the game. Enforcement of additional League conduct rules shall be the joint responsibility of the Division Coordinators, umpires assigned to that game, any Board members present at the game and any other League officials who have been given authority by the Board. For any incidents regarding a player, the Division Coordinator shall inform and consult with Player Agent.

Violations of conduct rules for coaches and players include (but are not limited to) the following:

- Fighting;

- Foul language;
- Derogatory remarks made to umpires, coaches or League officials;
- Improper decorum in the dugouts or on the fields;
- Cheating or fraud of any kind;
- Destruction of league or city property;
- Continued use of improper equipment or wearing of an improper uniform after being warned;
- Malicious conduct of any kind;
- Violation of LYB guidelines of General Conduct;

Thus, if a coach, player, or fan is ejected from a game for any of the aforementioned violations, he/she must leave the playing field immediately and the park within 10 minutes of the ejection. (A coach or fan can only return to the park to pick up a player once the game is completed.) Failure to act accordingly will result in the forfeiture of the game and suspension from the league for the rest of the season. Additionally, the league may pursue criminal trespass charges if the police are required to remove someone from the park.

In addition to the ejection from the game, the coach, player and/or fan will receive the following suspension and penalties:

1. 1st offense: suspension for the next team game.
2. 2nd offense: suspension for one calendar week and the suspension of one game of the child of the coach, parent, or guardian involved.
3. 3rd offense: suspension for the remainder of the season.
4. 4th offense: lifetime expulsion from all LYB events.

If the offense occurs in the last game of the season, the proscribed suspension will be effective for the following season or the next season that the violator participates in.

These penalties are automatic and do not require a ruling by a league official or a vote by the board. The coach, parent, or player may appeal to the league President. After investigating the facts and circumstances surrounding the misconduct, the league President may overrule the proscribed suspension or continue with the necessary penalty. The President's decision can then be appealed to the board where a majority vote must be obtained in order to alter the ruling.

V. Annual and Special Membership Meetings

There shall be an annual membership meeting in August or September of each year, the time and place shall be determined by the Board of Directors. Notice of such meeting shall be made upon at least ten (10) calendar day notice, the manner of such notice to be determined by the Board of Directors in their sole discretion. Such notice, subject to Board approval, may be in the form of direct mailing, or such public media such as newspaper, television, radio, Internet, etc.

The Board of Directors may call special membership meetings from time-to-time with notice as provided by Florida law.

Only those persons who are members of the League (see "Membership" above) and personally present at a membership meeting shall be eligible to vote at that meeting; there shall be no proxy voting. A majority of those present and eligible to vote at a membership meeting shall be required to conduct business, including the election of Board members. There shall not be any quorum requirements for a membership meeting, either annual or special.

A Board member must introduce any items for the membership meeting agenda.

VI. Board of Directors

The Board of Directors of the League, hereinafter referred to as the "Board", shall be drawn from existing members of the league and elected by the membership at the annual meeting for the terms and in the manner provided for as follows:

The Board shall consist of not less than one (1) nor more than ten (10) persons. The term for each Board member elected at the annual meeting is one (2) year term. All members of the Board shall be eligible for reelection.

The prior Board shall determine, immediately prior to the annual membership meeting, the total size of the Board for the following year.

A quorum for the conducting of all business, except as specifically otherwise set forth herein, shall be at least fifty-one percent (51%) of the Board.

The Board, in its discretion, may remove any Board member upon the affirmative vote of two-thirds of the Board sitting at the time such issue is brought before the Board for vote. For purposes of removing a Board member, the quorum required to conduct such business shall be increased from fifty-one percent (51%) to sixty-six and two-thirds (66.66%).

The Board may fill any vacancies on the Board at any regular Board meeting by a majority vote thereof.

At its first meeting following the annual membership meeting, the Board shall elect its executive officers for that year. These officers shall include the President, Vice-President, Secretary, Treasurer and Player Agent. Those Board members not elected as officers shall assume at least one of the coordinators for the six divisions (Shetland, Pinto, Mustang, Bronco, Pony and Colt), plus a sponsor coordinator, umpire coordinator, field coordinator, equipment coordinator, schedule coordinator, and vendor coordinator.

The Board shall meet at least quarterly or as often as needed to handle league business. The time and place for such meetings shall be determined by the President and shall be made known to all members of the Board upon at least 2-day's notice, oral, email, text or written. Any member may attend a Board meeting; however, membership participation shall be at the discretion of the Board. Furthermore, the Board may convene in executive session to discuss or resolve such matters, which the Board, in its discretion, believes, should be handled confidentially.

Board members may carry written proxies for non-attending Board members for specific votes.

The Board shall have full authority and discretion to make all policy, set budgets, and implement the on-going business of the League consistent with the bylaws. Without limiting the generality of the foregoing, the Board shall have the power to:

- Purchase or otherwise acquire for the League any property, right or privilege which the League is authorized to acquire, by the price of consideration and upon such terms as the Board may deem appropriate;
- Appoint, remove or suspend subordinate agents or volunteers and to determine their duties and fix their salaries, if any;
- Determine the composition of a sub-committee to deal with the particulars of the tournament teams (if any);
- Determine who shall be authorized on behalf of the League to sign bills, notices, receipts, acceptances, endorsements, checks, releases, contracts, and any other instruments. Without any further action by the Board, the President and Vice President are so authorized.
- Delegate any of the powers of the Board to any agent of the League with any powers as the Board may see fit to grant;
- Suspend, discharge, bar or otherwise discipline any member, manager, coach, player, parent, league official, umpire as well as other related people as needed without refund whose conduct is considered detrimental to the best interests of the League (see Disciplinary Guidelines below);
- Set registration fees and award scholarships;
- Generally do all such lawful acts and take actions as may be necessary and proper.

VII. Financial Policy

The Board shall decide all matters pertaining to the finances of the league, bearing the responsibility to conduct the financial affairs of the league in a prudent business-like

manner. The Board shall institute policy relative to the preparation and acceptance of an annual budget, and periodic and annual presentation of financial reports, and an annual audit of the books of the League.

No officer shall be permitted to expend, on any particular item or task, more than One Hundred Dollars (\$100.00) without prior Board approval.

VIII. Duties of Officers

The League shall have the following:

A. The President shall:

- Preside at all meetings of the Board and the League;
- Serve as the Chief Executive Officer of the League;
- Represent the League at any meetings of other organizations, including the County of Palm Beach;
- Be responsible for registering teams with Pony baseball and any additional coordination with the Pony organization;
- Perform such other duties as are normally associated with the Office of President.

B. The Vice President shall:

- Perform such duties as may be assigned by the President;
- Otherwise assist the President in the performance of his/her duties;
- Preside or represent the League at any meetings in the absence of the President.

C. The Secretary shall:

- Have custody of the Articles, Bylaws, minutes and all other records of the League, except financial records;
- Keep an accurate record of the meetings and other activities of the League and the Board;
- Be responsible for all correspondence on behalf of the League;
- Transmit all records and correspondence to any person elected to succeed him/her in that office.

D. The Treasurer shall:

- Receive and disburse all funds with the approval of the Board;
- Keep an accurate account of all funds received and disbursed for the League;
- Submit a financial report at all regular meetings and at such other times as may be requested by the President;
- Compile an annual report of League finances;
- Transmit all records and correspondence to any person elected to succeed him/her in that office.

E. The Player Agent shall:

- Supervise the annual registration of all players, tryout sessions and distribution of players among League teams;
- Assist the Division Coordinators with the drafting and assigning of players;
- Represent any players and/or parents in disputes with coaches or other League officials;
- Be accessible to players and parents to answer questions and provide information.

F. Division Coordinators shall:

- Determine the number of teams for their division;
- Determine and assign coaches for the teams in their division;
- Assign players to teams;
- Assist the Player Agent in planning and holding tryout sessions ;
- Conduct the draft of players;
- Write Pony rule amendments for their division;
- Hold meetings with coaches at appropriate times before and during the season;
- Distribute the following items to coaches at appropriate times: equipment, rosters, rule books, season schedules, pictures, trophies, and any forms or flyers as directed by the Board;

- Monitor games during the season;
- Be empowered to suspend any player, coach or parent for one (1) game for conduct considered by the coordinator to be detrimental to the League, and recommend further disciplinary action to the Board if considered necessary (see Disciplinary Guidelines below);
- Collect equipment from coaches at the end of the season;
- Arrange tournament teams, including travel arrangements, if such teams are determined by the Board

G. The Sponsor Coordinator shall:

- • Contact potential new sponsors for the League;
- • Coordinate sponsor assignments with teams
- • Distribute sponsor plaques to division coordinators or directly to sponsors;
- • Maintain records of sponsor's name, address, phone numbers, etc.
- • Keep track of sponsor logos, uniform colors, teams or divisions they sponsored and any other special needs.

H. The Umpire Coordinator shall:

- • Obtain suitable umpires for the League as directed by the Board;
- • Schedule and hold training sessions for the umpires;
- • Assign umpires for all League games;
- • Arrange for paychecks to the umpires;
- • Consider all complaints relative to umpires and make suitable recommendations to the Board.

I. The Field Coordinator shall:

- • Attend all required city meetings and work to obtain fields as directed by the Board;

- • Coordinate any required installations of fences or equipment sheds at the fields;
- • Work with the Palm Beach County to obtain any required lighting for all League games;
- • Arrange for the field preparation for all League games.

J. The Equipment Coordinator shall:

- Empty and clean all equipment bags, and take an inventory of the equipment during the off-season;
- Obtain any required new equipment as directed by the Board;
- Provide equipment as required for the player tryout sessions;
- Fill and distribute equipment bags for each division to the division coordinators;
- Distribute balls as required for all League games to the division coordinators;
- Collect all equipment from division coordinators at the end of the season.

K. The Scheduling Coordinator shall:

- Write and distribute schedules for all League games as directed by the Board.

L. The Vendor Coordinator shall:

- Assist the Sponsor Coordinator in determining sponsors, names and uniform colors for each team;
- Coordinate the ordering of uniforms from the uniform vendor as directed by the Board;
- Pick up uniforms from the uniform vendor and distribute them to the division coordinators;
- Work with the teams and the uniform vendor to correct uniform problems;
- Coordinate the Opening Day picture schedule with the picture vendor and the Scheduling Coordinator;
- Coordinate the ordering and distributing of all all-star shirts and trophies as directed by the Board.

IX. Fiscal Year

The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law. The initial fiscal year shall end on December 31st.

X. Amendments

These Bylaws may be amended by a majority vote of the League members at the membership meeting.

XI. Indemnity

- (a) (a) Any person made a party to any action, suit, or proceeding, by reason of the fact that he, his testator or intestate representative is or was a Director, Governing Board member, officer, or employee of the Corporation, or of any corporation in which he served as such at the request of the Corporation, shall be indemnified by the Corporation against reasonable expenses, including such attorney's fees actually and necessarily incurred by him in connection with the defense of such action, suit, or proceeding, or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit, or proceeding, or in connection with any appeal therein that such officer, Director, Governing Board member or employee is liable for negligence or misconduct in the performance of his duties.
- (b) (b) The foregoing right of indemnification shall not be deemed exclusive of any other rights to which any officer or Director, Governing Board member, or employee may be entitled apart from the very provisions of this section.
- (c) (c) The amount of indemnity to which any officer, Director, or Governing Board member may be entitled shall be fixed by the Board of Directors, except that in any case where there is no such disinterested majority of the Board available, the amount shall be fixed by arbitration pursuant to the then existing rules of the America Arbitration Association.

XII. Discrimination Not Permitted

In rendering its functions and in exercising its purposes, the corporation shall not practice or permit discrimination on the basis of sex, age, race, national origin, religion, physical handicap, or disability.

IN WITNESS WHEREOF, THESE BYLAWS HAVE BEEN DULY ADOPTED THE -
____ DAY OF _____ 2002 BY CONSENT OF THE MEMBERSHIP
OF THE LEAGUE AT ITS ANNUAL MEETING.

_____, Director



Town of Lantana, Florida

Advertisement for Letters of Interest

Baseball Athletic League Services/Sports Provider

The Town of Lantana is accepting Letters of Interest (LOI) for Baseball Athletic League Services/Sports Provider located at the Town of Lantana's Sports Park (903 N. 8TH Street, Lantana, FL 33462). If interested, then submit your LOI to the Town of Lantana Operations' Department, 510 W. Pine Street, Lantana, Florida 33462, **until 2:00 P.M. on October 15, 2019**. Any LOI received after the designated closing time will be returned unopened.

All LOI shall be submitted with an original and two (2) copies in a sealed package addressed to the Parks and Recreation Supervisor and marked **"LETTER OF INTEREST – ATHLETIC LEAGUE SERVICES/SPORTS PROVIDER."**

The Town reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The Town further reserves the right to award the contract to that proposer whose proposal best complies with the LOI requirements. No proposer may withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof. Please see the following criteria for the Letter of Interest

- Contractor shall submit a proposal with complete Town's (LOI) application, which can be picked up at the Operations' Department.
- Contractor shall provide and coordinate Recreational and Travel Co-ed Youth Baseball Leagues for T-Ball, Coach Pitch, 10/U and 12/U.
- Town will make available two baseball fields (fields 2 & 3) for Recreational and Travel Co-ed youth baseball leagues and provide one baseball field (field 1) for T-Ball, Coach Pitch, Recreational Teams and Lantana Residents Family Recreation.
- Town will make available 3 out of the 4 batting cages.
- Town will make available for rental the concession stand at the Sports Park for the program's seasons.
- Contractor must secure certified and trained, officials, staff and volunteer coaches.
- Contractor must be a Not-for-Profit incorporated for two (2) years or more.
- Contractor shall provide proof of Liability Insurance with the Town being named as additionally insured.
- Contractor shall compensate the Town for the agreed upon percentage of all registration fees received.
- Town will advertise league on the Town website, Town Facebook Page, Town Twitter Page and through flyers that the contractor provides the Town.

Please Contact Nadine Shawah at nshawah@lantana.org for any questions or an electronic copy of the proposal.

Nadine Shawah
Parks and Recreation Supervisor
Dated:

Published: PALM BEACH POST DATED AUGUST 25, 2019

**TOWN OF LANTANA
Agenda Item Summary**

AGENDA ITEM: **Consideration of approving a day off with pay for employees receiving Employee of the Year Award.**

ISSUE:

In the past, the Police Department has recognized employees with Employee of the Quarter Awards and the employee was provided with a day off with pay in accordance with Article 24 of the Collective Bargaining Agreement.

In October of 2019, an Employee Committee was established to plan, organize and implement employee related activities and programs. The Employee Committee has recommended that an Employee of the Year program be established and the selected employee be provided with a day off with pay similar to the Police Department's program.


Staff is recommending approval of the Employee Committee's recommendation.

ATTACHMENT:

1. None.

SAMPLE MOTION:

I move to (approve) (deny) the selected employee of the Employee of the Year program be provided with a day off with pay.

Town Manager Approval: 	Agenda Date: 1/27/20	Town Council Action:
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TOWN OF LANTANA
Agenda Item Summary

AGENDA ITEM: **Consideration of a request by the Dune Deck Café, Inc. for additional parking.**

ISSUE:

The term of the Town's lease agreement with the Dune Deck Café, Inc., is through December 31, 2022. The lease agreement states, "*Concessionaire shall be allocated fifteen designated (15) parking spaces that may be used by Concessionaire's employees and staff. Additionally, annually during the term of this Agreement, Concessionaire shall receive two (2) annual beach parking decals at no cost to Concessionaire.*"

Dune Deck owners advised staff that on holidays and weekends, in season, there are 28 employees that work on any given day. John Caruso, President of the Dune Deck Café, Inc., requested that the Town consider providing additional parking spaces for his staff through one of the following means:

- Renting Town parking spaces at an off-site location such as the Recreation Center and having employees shuttled to/from work.
- Purchasing 10 Beach Parking Decals.
- Amending the agreement to include additional spaces.

There are a total of 221 parking spaces at the beach as follows:


- Parking Decal spaces = 41
- Handicap spaces = 7
- Town Reserved spaces (includes 15 for Dune Deck and 2 for lifeguards) = 17
- Car spaces = 156

ATTACHMENTS:

1. Dune Deck Café Lease Agreement

SAMPLE MOTION:

At Town Council's discretion.

Town Manager Approval: 	Agenda Date: 2/10/2020	Town Council Action:
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AMENDED AGREEMENT OF LEASE
LANTANA BEACH SNACKSTAND

THIS AMENDED AGREEMENT OF LEASE, (the "Amended Lease") is made and entered into this 31st day of October, 2014, (the "Effective Date") by and between the Town of Lantana, Florida, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, hereinafter referred to as "Lantana," and Dune Deck Cafe, Inc., a Florida corporation with offices at 6501 Eastpointe Pines Street, Palm Beach Gardens, Florida 33418, hereinafter referred to as "Concessionaire."

WITNESSETH:

WHEREAS, the parties entered into an Agreement of Lease for the Lantana Beach Snackstand on May 1, 1997, which has been modified by that certain First Addendum to Agreement of Lease Lantana Beach Snackstand (the "Lease"); and,

WHEREAS, the Lease provided that the Concessionaire could submit to Lantana a request for a five (5) year extension of the Lease, which could be extended upon the mutual agreement of the parties; and,

WHEREAS, the Concessionaire submitted to Lantana a request for a five (5) year extension to the Lease together with a request to amend the Lease to allow the construction of additional restrooms within the Premises, as further defined below; and,

WHEREAS, Lantana obtained an appraisal from Anderson & Carr, Inc. dated January 10, 2014 showing a fair market rental of \$40,000.00 per year; and,

WHEREAS, Lantana desires the Concessionaire to fund the construction of the additional restrooms; and,

WHEREAS, the parties mutually agree to extend the Lease upon the terms and conditions set forth herein,

NOW THEREFORE, in consideration of the mutual promises set forth below, and for valuable consideration the receipt and sufficiency which are hereby acknowledged, and after acknowledging the accuracy of the foregoing recitals, the parties hereto hereby agree as follows:

1. MODIFICATION OF PREVIOUS LEASE: the lease previously entered into by the parties on May 1, 1997, which lease was being offered to Concessionaire for a term of ten (10) years until December 31, 2017 together with the option to extend the lease for an additional five (5) year upon mutual agreement of the parties executed in writing within the ninety (90) days prior to December 31, 2017 is hereby amended as set forth below in

consideration of improvements and renovations to the premises proposed to be completed by Concessionaire at Concessionaire's sole expense; which improvements and/or renovations consist of the construction of two (2) new, family restrooms (the "Restrooms") proposed to be completed by Concessionaire within twelve (12) months of the Effective Date of this Amended Lease.

The renovations and improvements to be completed as noted above are fully set forth in detail on Exhibit A attached hereto and made a part hereof, and constitute a material inducement to Lantana to enter into this Amended Lease with Concessionaire.

2. PREMISES: Lantana does hereby demise and let unto Concessionaire and Concessionaire does hereby lease and take from Lantana, for the term and upon the terms and conditions set forth in this lease, that certain restaurant facility known as the Dune Deck Cafe, located at the Lantana municipal beach which consists of a one (1) room structure along with one (1) covered patio area immediately adjacent to and just east of the take out facility and kitchen area, a second covered patio area immediately adjacent to and just south of the snackstand, a third covered patio area adjacent to the boardwalk and along the northern half of the east side of the Marine Safety Building, along with the storage area within the Marine Safety Building which entrance is on the west side of the Marine Safety Building; which premises shall hereinafter be referred to as the "Demised Premises". An aerial representation of the Demised Premises is appended hereto as Exhibit B.

3. TERM: The term of this Amended Lease shall commence on the Effective Date and shall expire on December 31, 2022. This lease may only be terminated as provided herein.

4. RENT: Concessionaire agrees to pay Lantana a monthly rent plus applicable state sales tax in accordance with the schedule set forth below. The monthly rent plus the applicable sales tax shall be due and payable by check only at the Town Hall on or before the tenth day of each month during the term of this lease. Rent shall be payable as set forth on Exhibit C attached hereto and made a part hereof

5. USE OF DEMISED PREMISES: The physical plant will be maintained in proper repair by Lantana except as provided herein. The costs of installing special equipment and of improving and renovating the premises as set forth on Exhibit A will be borne by Concessionaire. Concessionaire shall comply with Title III of the Americans with Disabilities Act, as amended from time to time, within the Demised Premises. The Concessionaire shall indemnify Lantana for any actions or lawsuits brought against Lantana by the Concessionaire's failure to comply with Title III of the Americans with Disabilities Act. At the termination of Concessionaire's lease agreement with Lantana, Concessionaire shall replace, at his/her expense, all equipment owned by Lantana that has been lost, destroyed, or damaged in any way, whatsoever. Concessionaire shall, at termination of this lease, remove all his/her special equipment at his/her expense and shall leave the facility in as

near the same condition as when the improvement and renovations were completed, except for normal wear and tear. Concessionaire shall furnish janitorial service at Concessionaire's expense for maintenance of all areas used or occupied by Concessionaire. Sanitary criteria for the demised premises shall be set by Lantana and/or the County Health Department and Concessionaire shall incur daily penalties in the amounts set forth herein if: after written notice and a reasonable time to cure, Concessionaire still fails to meet such sanitary criteria:

- a. Concession Building and Equipment \$40.00 per day each infraction
- b. Patio Area \$40.00 per day each infraction

Concessionaire shall be responsible for payment for all electricity used. Concessionaire shall also be responsible for other utilities such as water and garbage service beginning on the effective date of this Amended Lease. Concessionaire shall furnish pest and rodent control which is satisfactory to Lantana.

7. AD VALOREM TAXES: All ad valorem taxes, if any, shall be paid by Concessionaire with notice to Lantana.

8. BEACH CONCESSION SCHEDULE: The Beach Concession shall be permitted to be open for business daily, Monday through Sunday, from 7:00 a.m. to 12:00a.m. - conditions permitting, unless further restricted by the Sea Turtle Protection and Sand Preservation regulations in the Palm Beach County ULDC. Any change in the schedule must be approved by the Town Manager; which approval shall not be unreasonably withheld. Concessionaire shall be permitted to have private parties on the Demised Premises. There shall be a set \$200.00 fee for parking for the private party to park in the beach parking lot. Concessionaire shall be allocated fifteen designated (15) parking spaces that may be used by Concessionaire's employees and staff. The location of said parking spaces shall be determined by the Town Manager and may be relocated if, in the Town Manager's sole discretion, such relocation is necessary and/or beneficial to the Town. Additionally, annually during the term of this Agreement, Concessionaire shall receive two (2) annual beach parking decals at no cost to Concessionaire.

9. RECORDS:

a. Concessionaire shall provide to Lantana a financial statement consisting of a balance sheet, income and expense statement, and a statement of changes in financial position. Such financial disclosure information shall be filed with Lantana within thirty (30) days after the close of the calendar year; i.e., December 31st of each year.

b. Employees of Concessionaire shall never have been convicted of any felony nor of any offense involving moral turpitude.

10. MANAGER/EMPLOYEES: Concessionaire shall have an experienced manager on the premises at all times. All employees shall observe approved standards for cleanliness and grooming applicable to an establishment offering food to the public. Conduct of

Concessionaire's employees shall be subject to reasonable regulation by Lantana. Written notice and a ten (10) day opportunity to cure shall be provided to Concessionaire should standards fall below those acceptable to Lantana.

11. ADVERTISEMENT SIGNS PROHIBITED: Advertisement signs shall meet the regulations of the Town of Lantana Sign Code.

12. INSURANCE: Concessionaire shall maintain comprehensive general liability insurance naming Lantana as an additional insured and shall carry complete operations and/or product liability insurance in the minimum amounts as set forth herein below:

- a. Bodily Injury Minimum \$500,000
- b. Personal Injury Minimum \$300,000
- c. Property Damage Minimum \$500,000
- d. Additional Umbrella Liability Insurance. Minimum \$1,000,000
- e. Workers' Compensation Statutory limits as set forth
by the State of Florida

13. INDEMNIFICATION: Concessionaire shall indemnify and hold harmless Lantana, its agents, officers, and employees from and against any liability of any kind of nature and against all loss, costs, expenses, or liability which may arise out of or in connection with the performance of Concessionaire's services hereunder and Concessionaire shall defend any suits, claims, or causes of actions brought by or on behalf of any person which arise out of or in connection with the performance of Concessionaire's services hereunder and Concessionaire shall defend any suits, claims, or causes of actions brought by or on behalf of any person which arise out of Concessionaire's operation hereunder and Concessionaire shall pay all costs and expenses in connection with or as a consequence of said lawsuit or threatened law suit, including attorney's fees in connection therewith, and fees on appeal, if applicable, and fees on appeal, if applicable.

14. DESTRUCTION OF PREMISES: In the event that the demised premises is destroyed or damaged by fire or other casualties so as to render it unusable or untenable and in the event the demised premises is remodeled or rebuilt by Lantana, this agreement shall be suspended until such time as the demised premises are rendered usable once more. If Lantana elects not to repair or rebuild the demised premises after destruction or partial destruction as noted above, Lantana shall notify Concessionaire and upon furnishing such notice, this lease agreement shall be suspended without liability on the part of either party, except any liability(ies) which may have accrued prior to the damage.

15. TERMINATION:

a. Breach or Default by Concessionaire: This lease agreement may be terminated by Lantana upon any material breach, default, or failure by Concessionaire to perform the duties or obligations assumed by Concessionaire hereunder. If any such breach, default, or failure occurs, Lantana shall deliver to Concessionaire written notice of its

intention to terminate the agreement. Such notice shall include a reasonable description of the breach, default, or failure and shall give Concessionaire ten (10) calendar days within which to institute appropriate measures to adjust or correct same to the satisfaction of Lantana. If after the ten (10) calendar days after receipt of such written notice, Concessionaire shall have failed to correct or adjust any and all defects noted in the written notice to the satisfaction of Lantana, then Lantana shall have the right to declare this agreement terminated and to enter upon and take full possession of the premises, without legal process, to expel, oust, and remove any and all parties who may occupy any part of the demised premises and to take any and all fixtures and equipment belonging to Lantana that may be found within or upon said premises without being liable for damages therefor. In the event of termination of this agreement by Lantana in accordance with provisions of this lease agreement, all rights, powers and privileges of Concessionaire hereunder shall cease and terminate and Concessionaire shall immediately vacate said premises and shall make no claim of any kind, whatsoever, against Lantana, its agents, or representatives by reason of such termination or by reason of any act incident thereto.

b. Breach or Default by Lantana: Concessionaire shall have the right to terminate this lease upon breach by Lantana, subject to the same written notice and opportunity to cure provisions as set forth in sub-paragraph a. above.

c. Removal of Equipment: At the termination of this lease agreement, either by expiration or the term, or otherwise, Concessionaire shall have the right to remove from the premises all personal property and equipment used in the food concession operation, provided, however, that Lantana shall have a first and prior lien upon such personal property to secure payment to it of any and all sums due Lantana from Concessionaire.

16. NOTICE: Notice as stated herein shall be considered sufficient when a written statement is sent by certified mail to the parties at the following addresses:

As to Lantana
Town of Lantana
500 Greynolds Circle
Lantana, FL 33462
Attn: Town Manager

As to Concessionaire
Dune Deck Cafe, Inc.
6501 Eastpointe Pines Street
Palm Beach Gardens, FL 33418
Attn: John Caruso

17. ENFORCEMENT: In the event it becomes necessary for either party to enforce this agreement, whether or not suit be brought, the prevailing party shall be awarded a reasonable attorney's fee, including fees on appeal. Venue for any legal proceeding brought to enforce this Amended Lease shall be in a court of competent jurisdiction in Palm Beach County, Florida.


18. NON-WAIVER: Any failure by either party to terminate this agreement or to enforce any covenant or term hereunder, for any period of time after such breach or default has accrued shall not constitute a waiver by that party of any right to terminate this lease agreement for any subsequent breach, default, or failure or to enforce any other term and/or condition of this lease agreement.

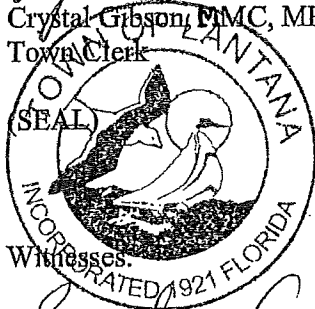
19. ASSIGNMENT: The Concessionaire shall not assign and/or transfer its rights, privileges and/or responsibilities granted under this lease agreement, either in whole or in part, without first obtaining the written consent of Lantana.

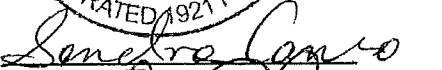

20. ENTIRE AGREEMENT: This agreement of lease contains the entire agreement between the parties hereto and cannot be modified or terminated in any manner, nor can any of its provisions be waived, except by an instrument in writing signed by the parties hereto. This lease, and all of the terms and provisions hereto and the rights and obligations of the parties hereunder, shall be subject to, construed in accordance with and governed by the laws of the State of Florida.

IN WITNESS WHEREOF the parties hereto have executed this Agreement of Lease on the day and year first written above.

ATTEST:


Crystal Gibson, MMC, MPA
Town Clerk

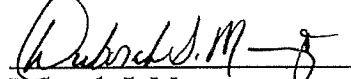



ATTEST: 

Corporate Seal

TOWN OF LANTANA


Deborah S. Manzo
Town Manager

DUNE DECK CAFÉ, INC.


By: John Caruso
Its: President

(SEAL)

Exhibit B



Google earth

feet 100
meters 30



EXHIBIT A

Construction of two (2) handicap accessible unisex restrooms located in the storage area of the Marine Safety Building. Lantana and Concessionaire shall work together on the design and construction details of the facilities. Lantana shall construct the facilities at the Concessionaire's expense.

EXHIBIT C

Rent Period	Monthly Payment to Town
May 1, 1997 through December 31, 1997	\$1,000.00/month plus Sales Tax
January 1, 1998 through December 31, 1998	\$1,100.00/month plus Sales Tax
January 1, 1999 through December 31, 1999	\$1,210.00/month plus Sales Tax
January 1, 2000 through December 31, 2000	\$1,331.00/month plus Sales Tax
January 1, 2001 through December 31, 2001	\$1,464.10/month plus Sales Tax
January 1, 2002 through December 31, 2002	\$1,610.51/month plus Sales Tax
January 1, 2003 through December 31, 2003	\$1,658.83/month plus Sales Tax
January 1, 2004 through December 31, 2004	\$1,708.59/month plus Sales Tax
January 1, 2005 through December 31, 2005	\$1,759.85/month plus Sales Tax
January 1, 2006 through December 31, 2006	\$1,812.64/month plus Sales Tax
January 1, 2007 through December 31, 2007	\$1,867.02/month plus Sales Tax
January 1, 2008 through December 31, 2008	\$1,923.03/month plus Sales Tax
January 1, 2009 through December 31, 2009	\$1,980.72/month plus Sales Tax
January 1, 2010 through December 31, 2010	\$2,040.15/month plus Sales Tax
January 1, 2011 through December 31, 2011	\$2,101.35/month plus Sales Tax
January 1, 2012 through December 31, 2012	\$2,164.39/month plus Sales Tax
January 1, 2013 through December 31, 2013	\$2,229.32/month plus Sales Tax
January 1, 2014 through December 31, 2014	\$2,296.20/month plus Sales Tax
January 1, 2015 through December 31, 2015	\$2,365.09/month plus Sales Tax
January 1, 2016 through December 31, 2016	\$2,436.04/month plus Sales Tax
January 1, 2017 through December 31, 2017	\$2,509.12/month plus Sales Tax
November, 2014 through December 31, 2015	\$3,334.00/month plus Sales Tax
January 1, 2016 through end of Term	Changes in rent governed by the Consumer Price Index established for the year



DUNDE02

OP ID: A9

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/03/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gateway-Acentria, LLC 2430 West Oakland Park Blvd. Ft. Lauderdale, FL 33311	CONTACT NAME: Dixon Li	
	PHONE (A/C, No, Ext): 954-735-5500	FAX (A/C, No): 954-735-2852
INSURED Dune Deck Cafe, Inc. Attn: Mr. Caruso 100 North Ocean Boulevard Lantana, FL 33462	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Starr Indemnity & Liability Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		SISAG0140414	10/30/2014	10/30/2015	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Restaurants with sales of alcohol that are less than 75%. The certificate holder is included as additional insured in regards to general liability.

CERTIFICATE HOLDER**CANCELLATION**

TOWLA04 TOWN OF LANTANA 500 GREYNOLDS CIRCLE LANTANA, FL 33462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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