

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

Community Discussion Meeting 6:00-6:30 PM (Non-Agenda Items Workshop)

AGENDA

DECEMBER 6, 2022, 6:30 -9:30 P.M.



Robert Shorr, Mayor (Seat 4)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Vice Mayor (Seat 2)

Marianne Miles, Councilmember (Seat 3)

Margaret Herzog, Councilmember (Seat 5)

Administration

Town Manager, Francine L. Ramaglia

Town Attorney, Elizabeth Lenihan, Esq.

Town Clerk, Lakisha Q. Burch

Public Works Director, Larry A. Peters, P.E.

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That is why we say "Character Counts" in Town of Loxahatchee. Civility is practiced at all Town meetings.

Special Needs: In accordance with the provisions of the American with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall within three business days prior to any proceeding, contact the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida, (561) 793-2418.

Quasi-Judicial Hearings: Some of the matters on the agenda may be "quasi-judicial" in nature. Town Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire (a preliminary examination of a witness or a juror by a judge or council) by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Town Council.

Appeal of Decision: If a person decides to appeal any decision made by the Town Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Town Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Town Council Member, or by any member of the public desiring it to be heard, without a motion.

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public Comments for all meetings may be received by email, or in writing to the Town Clerk's Office until 6:00 PM day of the meeting. Comments received will be "received and filed" to be acknowledged as part of the official public record for the meeting. The Town Council meeting will be live-streamed and close-captioned for the general public via our website, instructions are posted there.

CONSENT AGENDA

1. Consideration of **Resolution No. 2022-84** approving appointment of Audrey Friedrich to Planning & Zoning Board.
2. Consideration of **Resolution No. 2022-85** approving Renewal of Master Agreement with Palm Beach Aggregates.
3. Consideration of **Resolution No. 2022-86** approving Work Authorization for Johnson/Davis regarding Equestrian Bridge.
4. Consideration of **Resolution No. 2022-87** approving Renewal of Piggyback Contract with SAFEbuilt Florida, LLC for Building Department related services.

PRESENTATION

5. SAFEbuilt (Code Enforcement) update.

REGULAR AGENDA

6. Consideration of **Resolution No. 2022- 89** regarding Gehring Group.
7. Consideration of **Resolution No. 2022- 90** regarding the Town's lobbyist.
8. Consideration of **Resolution No. 2022-91** providing direction to negotiate continuing contracts based on Evaluation & Selection Committee for RFQ 2022-01 recommended short list of Engineering, Surveying & Planning Services Firms.
9. Update on Road Paving Plan and Policy.

TOWN STAFF COMMENTS

Town Manager

Town Attorney

Public Works Director

Town Clerk

TOWN COUNCILMEMBER COMMENTS

Margaret Herzog (Seat 5)

Phillis Maniglia (Seat 1)

Marianne Miles (Seat 3)

Vice Mayor Laura Danowski (Seat 2)

Mayor Robert Shorr (Seat 4)

ADJOURNMENT

Comment Cards

Anyone from the public wishing to address the Town Council, it is requested that you complete a Comment Card before speaking. Please fill out completely with your full name and address so that your comments can be entered correctly in the minutes and give to the Town Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 1

TO: Town Council of Town of Loxahatchee Groves
FROM: Lakisha Burch, Town Clerk
VIA: Francine Ramaglia, Town Manager
DATE: December 6, 2022,
SUBJECT: Resolution No. 2022-84 approving appointment of Audrey Friedrich to Planning and Zoning Board

Background:

Each year the Town Council appoints members of the community to represent them by serving on advisory committees or boards for the Town. Due to the resignation of Mr. Matthew Otero an opening on the board has come available. Mr. Otero was Councilmember Miles' appointee. Councilmember Miles has nominated Ms. Audrey Friedrich to replace Mr. Otero as her appointee to the Planning Zoning Board.

Recommendation:

Staff recommends that a motion be made to approve *Resolution No. 2022-84* appoint members to the Planning Zoning Board.

RESOLUTION NO. 2022-84

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING REGULAR MEMBERS OF THE TOWN'S PLANNING AND ZONING BOARD AND UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE TO COMPLETE AN UNEXPIRED TERM, PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Board is established under Chapter 34, Article II, Loxahatchee Groves Code to provide the Town Council with recommendations as an advisory board on planning and zoning related matters; and

WHEREAS, the Town Council, through adoption of Ordinance No. 2019-04, amended Section 34-1(a) of the Loxahatchee Groves Code, designating the Planning and Zoning Board as the Local Planning Agency for the Town of Loxahatchee Groves pursuant to Section 163.3174(1), Florida Statutes; and

WHEREAS, the Town Council, through adoption of Resolution No. 2016-28, as amended by Resolution No. 2020-03, established the Unified Land Development Code Review Committee to review the Town's Unified Land Development Code and advise the Town Council as to suggested revisions thereto; and

WHEREAS, pursuant to Resolution No. 2022-29 Town Council appointed members to the Planning and Zoning Board to serve the term from May 3, 2022, through May 1, 2023; and

WHEREAS, an appointed member has resigned; and

WHEREAS, it is the desire of the Town Council to appoint members of the Planning and Zoning Board, who also sit as the Local Planning Agency and the Unified Land Development Code Review Committee, for the term stated herein.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council hereby appoints the following persons to serve as regular members of the Town's Planning and Zoning Board and Unified Land Development Code Review Committee to complete the unexpired term of May 3, 2022, through May 1, 2023:

Marianne Miles, Council Member

Audrey Friedrich

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the vote was as follows:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____, 2022.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Robert Shorr, Mayor

Lakisha Burch, Town Clerk

Laura Danowski, Vice Mayor

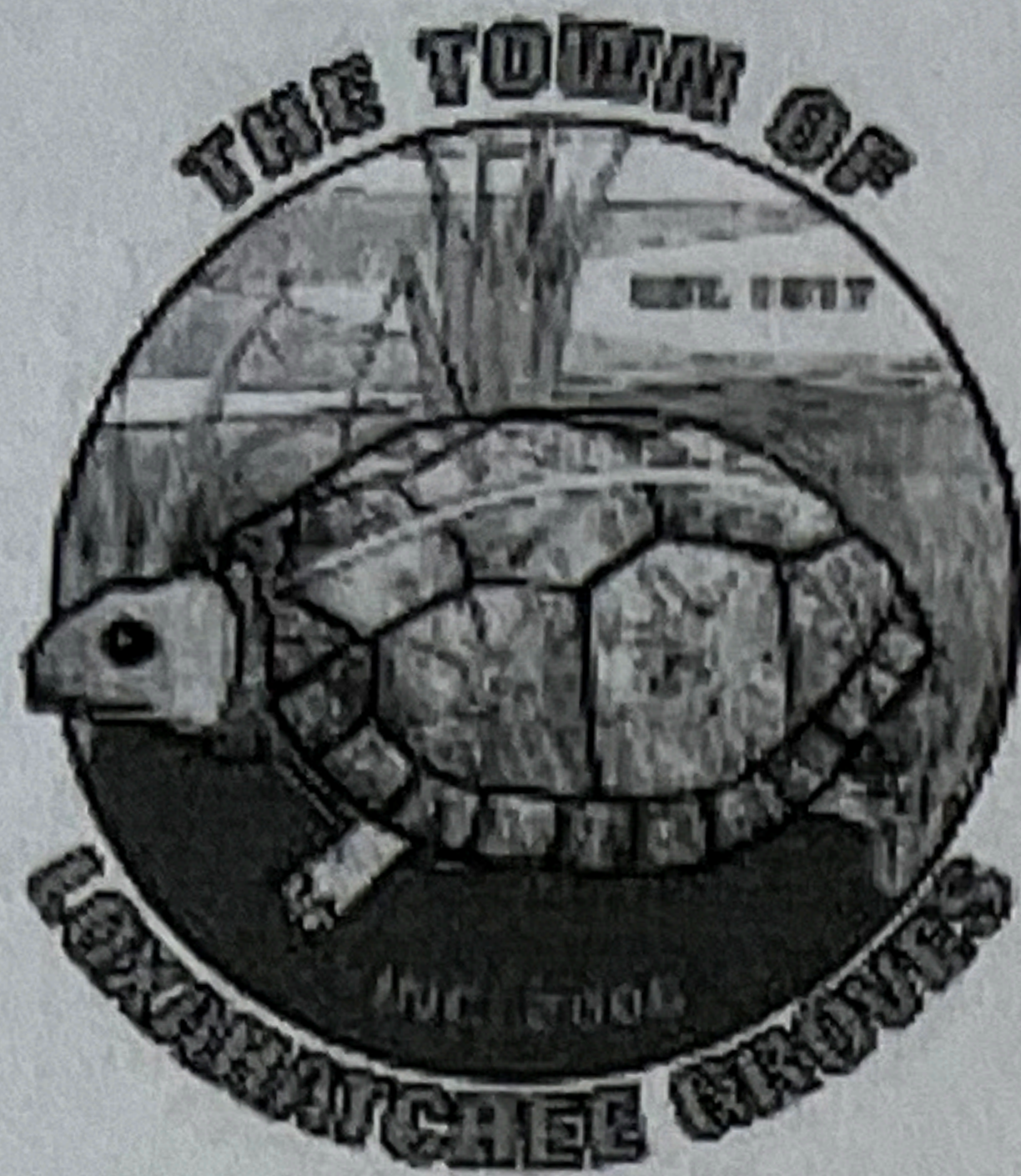
APPROVED AS T LEGAL FORM:

Phillis Maniglia, Councilmember

Office of the Town Attorney

Marianne Miles, Councilmember

Margaret Herzog, Councilmember



Town of Loxahatchee Groves
Town Clerk's Office
155 F Road
Loxahatchee Groves, Florida 33470
Phone: (561) 793-2418 Fax: (561) 793-2420

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency such as a government issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: Audrey Friedrich

HOME ADDRESS: 12775 25th St N. Loxahatchee, FL, 33470 APT. NO. _____

EMAIL ADDRESS: AudreyFL@gmail.com PHONE: 352-222-7900

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING. (A description of the responsibilities of each Board is on the back of this application.)

_____ Finance Audit and Advisory ☒ Planning Zoning Board/Local
Committee (FAAC) Planning Agency/Unified Land
Development Committee
(PZB/LPA/ULDC)

_____ Roadway, Equestrian Trails, Greenway _____ Other Board/Committee
Advisory Committee

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

Are you a resident of Loxahatchee Groves? Yes ☒ No _____

Are you a registered voter in Loxahatchee Groves/Palm Beach County, FL? Yes ☒ No _____

Are you currently serving on a Town Board? Yes _____ No ☒

Have you ever served on a Town Board/Committee? Yes _____ No ☒

If so, please indicate the Board(s)/Committee(s)? _____ Date of Service: _____

Are you willing to attend monthly board meetings? In Person / Telecom Yes ☒ No _____

Per Resolution, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee.

Yes ☒ No _____

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected?

My career as a psychologist has trained me to be an effective problem solver, listener, and mediator. My role as a Palm Beach County Soil and Water Conservation District Supervisor, has given me experience in navigating county, state, and federal contracts.

Please summarize your volunteer experience(s):

Palm Beach County Soil and Water Conservation District Supervisor: March 2021 - Present
Student Youth Group Volunteer - Christ Fellowship Church: October 2020 - Present
Junior League of the Palm Beaches: September 2022 - Present

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

The Town Council shall appoint a candidate to serve on each committee which will go before Town Council for final approval.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.

Audrey Friedrich
Signature of Applicant

11/30/22
Date

☒ Resume Attached.

Audrey Friedrich
Loxahatchee Groves Resident since 2014
Residing on Property of Family Plant Nursery Established in 1990

(352) 222-7906
AudreyFL@gmail.com

MISSION STATEMENT:

I would love the opportunity to serve the town and residents of Loxahatchee Groves on the Planning and Zoning Board, utilizing my occupational skills as a problem solver, listener, and mediator. Further, I would like to bring my experience in navigating county, state, and federal government contracts, from my service on the Palm Beach County Soil and Water Conservation District Board of Supervisors.

EDUCATION

Doctor of Philosophy, December 2010
Louisiana State University, Baton Rouge, Louisiana
Clinical Psychology

Master of Arts, May 2008
Louisiana State University, Baton Rouge, Louisiana
Clinical Psychology

Bachelor of Science, May 2005
University of Florida, Gainesville, Florida
Major: Psychology
Minor: Business

VOLUNTEER EXPERIENCE

Palm Beach County Soil and Water Conservation District Supervisor	March 2021 - Present
Student Youth Group Leader Christ Fellowship Church	October 2020 - Present
Junior League of the Palm Beaches	September 2022 - Present

PROFESSIONAL EXPERIENCE

Private Practice Boca Raton, FL	April 2018 - Present
<ul style="list-style-type: none">• Individual therapy for children and adults with anxiety disorders, mood disorders, autism spectrum disorders and OCD• Parent training	

Linda Berlin Psy.D. and Psychological Associates

November 2015-March 2018

Coral Springs, FL & Boca Raton, FL

- Individual therapy for children and adults with anxiety disorders, mood disorders, autism spectrum disorders and OCD
- Parent training

NeuroBehavioral Institute

April 2011-November 2015

Weston, Florida

- Individual therapy for children and adults with mood disorders, autism spectrum disorders, OCD and other anxiety disorders
- Parent training
- Support groups for children, teens and adults with OCD

Department of Psychiatry

July 2009-April 2011

Division of Medical Psychology

Behavioral Health Unit

Gainesville, Florida

- Provided psychological assessment of children and adults
- Provided individual therapy for children afflicted with diabetes and adults and adolescents with OCD and other anxiety disorders

TEACHING EXPERIENCE

Instructor: Interdisciplinary Family Health

September 2010-April 2011

Gainesville, Florida

- Facilitated group discussions regarding multidisciplinary healthcare, family life-span topics, and patient safety
- Provided mentorship in the areas of interpersonal communication skills and professionalism
- Graded coursework and assignments

Teaching Assistant: Child Developmental Psychology

August 2005-December 2005

Baton Rouge, Louisiana

- Held weekly office hours to address student questions and concerns
- Graded exams and projects
- Coordinated make-up exam schedules

References available upon request

Florida

The Sunshine State

DRIVER LICENSE CLASS E

AUDREY LYNN
FRIEDRICH

12775 25TH ST N
LOXAHATCHEE, FL 33470-0000

DOB: 02-21-1983 SEX: F

ISSUED: 10-28-2016 HGT: 5-09

EXPIRES: 02-21-2026

REST: A

ENDORSE:

Audrey Friedrich

ORGAN DONOR

SAFE DRIVER

Operation of a motor vehicle constitutes consent to any sobriety test required by law.

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: Mayor and Councilmembers
FROM: Larry Peters, Public Works Director
VIA: Francine Ramaglia, Town Manager
DATE: December 6, 2022
SUBJECT: *Resolution No. 2022-85* approving Master Agreement to the Palm Beach Aggregates

Background:

The Town has contracted with Palm Beach Aggregate, LLC (PBA) to provide road materials to various locations within the Town limits since the water control district became dependent upon the Town. The recent contract was in its second renewal and expired on September 30, 2022. Accordingly, a new master agreement now requires approval.

We await updated pricing from the Aggregates at the time of agenda distribution- and will provide as soon as available prior to meeting.

Recommendations:

Move Approval of *Resolution No. 2022-85* approving the master the of Palm Beach Aggregates Master Agreement.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-85

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH PALM BEACH AGGREGATES, LLC. TO PROVIDE VARIOUS TYPES OF ROCK AND RELATED GOODS AND SERVICES TO THE TOWN; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of a contractor to provide various types of rock for Town roads and related goods and services to the Town; and

WHEREAS, Palm Beach Aggregates, LLC has submitted pricing for the goods and services needed by the Town; and

WHEREAS, Palm Beach Aggregates, LLC is located in close proximity to the Town, which minimizes costs for pick-up and delivery of the needed road rock and other goods and services; and

WHEREAS, pursuant to Section 2-133(b)(12) of the Town of Loxahatchee Groves Code of Ordinances, the Town Council has determined that this Agreement is in the best interests of the Town; and

WHEREAS, the Town Council has determined the Agreement serves a public purpose.

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

Section 1. The above recitals are hereby adopted as if fully set forth herein.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Agreement with Palm Beach Aggregates, LLC, effective January 1, 2023. The Mayor is authorized to execute any and all documents to implement the Agreement, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement

this Resolution.

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

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laura Danowski, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Margaret Herzog, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marianne Miles, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phillis Maniglia, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS ___ DAY OF _____, 2022.**

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Councilmember Marianne Miles

Office of the Town Attorney

Councilmember Phillis Maniglia

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2022 between the **Town of Loxahatchee Groves**, Florida, a municipal corporation, hereinafter the “TOWN”, with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and Palm Beach Aggregates, LLC, a company authorized to do business in the State of Florida, hereinafter the “CONTRACTOR”, with a mailing address of 20125 State Rd. 80, Loxahatchee FL 33470.

RECITALS

WHEREAS, the TOWN is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the TOWN is in need of a contractor to provide goods and services to include various types of rock for TOWN roads; and

WHEREAS, CONTRACTOR submitted pricing for the goods and services requested; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of providing the goods and services hereunder in a professional and competent manner.

NOW THEREFORE, the TOWN hereby engages the CONTRACTOR for the provision of goods and services, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. SCOPE OF WORK

1.1 The CONTRACTOR shall provide goods and services to the TOWN specifically including various types of rock material, as set forth in the Pricing List attached hereto as Exhibit “A” and incorporated herein.

1.2 The CONTRACTOR represents to the TOWN that the goods and services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR’s trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

1.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

1.4 The CONTRACTOR acknowledges this Agreement is a non-exclusive agreement and the TOWN may contract with one or more other parties for the same or similar goods and services.

1.5 The CONTRACTOR warrants that the goods and services provided under this Agreement will be free of defects in materials and workmanship for a period of one year following completion of those goods and services or as otherwise provided by the manufacturer.

2. USE OF AGENTS OR ASSISTANTS

2.1 To the extent reasonably necessary to enable the CONTRACTOR to provide the goods and services hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

3. FEE AND TERM

3.1 For the goods and services to be provided under this Agreement, the CONTRACTOR shall be entitled to payment as set forth in the Pricing List attached hereto as Exhibit "A".

3.2 Should the TOWN require additional goods and services not included in this Agreement, fees and payment for such work must be set forth in a separate Addendum and authorized in accordance with the TOWN's procurement code prior to any such additional goods and services being provided by the CONTRACTOR.

3.3 The initial term of this Agreement shall commence January 1, 2023 and shall extend through December 30, 2025, unless terminated earlier, as provided below. This Agreement may be renewed for two (2) one (1) year periods upon the written agreement of both parties. The term may be extended for up to ninety (90) days by written agreement of the parties for goods and services related to those identified herein.

4. MAXIMUM COSTS

4.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide the goods and services is as specified in the Pricing List attached hereto as Exhibit "A", and no additional costs are authorized.

4.2 Any requests by the CONTRACTOR for additional costs not included in this Agreement must be set forth in a separate Addendum and authorized in accordance with the TOWN's procurement code prior to any such additional costs being invoiced to the TOWN.

5. INVOICE

5.1 The CONTRACTOR shall submit an itemized invoice to the TOWN for approval prior to receiving compensation. The CONTRACTOR shall be paid by the TOWN in accordance with the Local Government Prompt Payment Act.

6. DATA/DOCUMENTS

6.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the TOWN. Data collected, stored, and/or provided shall be in a form acceptable to the TOWN and agreed upon by the TOWN.

6.2 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the TOWN.

6.3 The CONTRACTOR shall maintain adequate records to justify all payments made by the TOWN under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any trade secret information regarding its goods and services.

7. COMPLIANCE WITH LAWS

7.1 The CONTRACTOR shall comply with the applicable requirements of State and applicable federal, state, and local laws, including all Codes and Ordinances of the TOWN as amended from time to time.

8. DEFAULTS, TERMINATION OF AGREEMENT

8.1 If the CONTRACTOR fails to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Town Manager may give written notice to the CONTRACTOR specifying defaults to be remedied. If the CONTRACTOR does not remedy defaults within three (3) business days from the date of the notice or commence good faith steps to remedy the default to the reasonable satisfaction of the Town Manager, the TOWN may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such goods and services; and/or, the TOWN may withhold any money due or which may become due to the CONTRACTOR related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) business days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Town Manager, the TOWN may elect to terminate this Agreement at the end of the three (3) day period without further notice or demand. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.1.

8.2 Notwithstanding paragraph 8.1, the TOWN reserves the right and may elect to terminate this Agreement at any time, with or without cause, upon fifteen (15) days prior written notice from the Town Manager. At such time, the CONTRACTOR would be compensated only for the goods and services provided through the date of termination. In the event goods have been ordered or are in the process of being manufactured, the TOWN must pay for all goods ordered or manufactured. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.2.

8.3 Notwithstanding the foregoing, the parties acknowledge and agree that the TOWN is a municipal corporation of the State of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the TOWN of funds sufficient to pay the costs associated herewith in any fiscal year of the TOWN. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the TOWN's governing board in any fiscal year to pay the costs associated with the TOWN's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the TOWN

to be, insufficient to pay the costs associated with the TOWN's obligations hereunder in any fiscal period, then the TOWN will notify CONTRACTOR of such occurrence and either the TOWN or CONTRACTOR may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the TOWN of any kind whatsoever; however, TOWN shall pay CONTRACTOR for all goods and services provided under this Agreement through the date of termination.

9. INSURANCE

9.1 Prior to the provision of goods and services to the TOWN under this Agreement, CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth below. An appropriate Certification of Insurance shall be provided to the TOWN as satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

A. Commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

B. Comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

C. Workers' Compensation Insurance for all employees as applicable in accordance with Chapter 440, Florida Statutes. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

9.2 The insurance provided by the CONTRACTOR shall apply on a primary and non-contributory basis, include a waiver of subrogation and specifically name the TOWN as an additional insured. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

9.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the TOWN by the insurance provided by the TOWN shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the TOWN under this Agreement or otherwise.

9.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the TOWN may use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

9.6 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance. The TOWN may offset the cost of the premium against any monies due the CONTRACTOR from the TOWN.

10. WAIVER OF BREACH

10.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

11. INDEMNITY

11.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

11.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third-party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if

(i) an adverse determination with respect to the third-party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third-party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third-party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

11.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

12.1 This Agreement consists of the terms and conditions provided herein and, the Exhibits hereto. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail and then the Exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

12.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

13. ASSIGNMENT

13.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the TOWN and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the TOWN and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the TOWN's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes and shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement.

13.2 In the event the TOWN consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

14. SUCCESSORS AND ASSIGNS

14.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. WAIVER OF TRIAL BY JURY

15.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

16. GOVERNING LAW AND REMEDIES

16.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

16.2 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 or further exercise thereof.

17. TIME IS OF THE ESSENCE

17.1 Time is of the essence in the delivery of the goods and services as specified herein.

18. NOTICES

18.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the TOWN or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the TOWN shall be given to the TOWN address as follows:

Town Manager
Town of Loxahatchee Groves
155 F road
Loxahatchee Groves, Florida 33470

All notices, demands or requests from the TOWN to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Palm Beach Aggregates, LLC
20125 State Rd. 80
Loxahatchee, FL 33470

19. SEVERABILITY

19.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions

hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

20. DELAYS AND FORCES OF NATURE

20.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the TOWN shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the TOWN in its sole discretion, the time of completion shall be extended for any reasonable time that the TOWN, in its sole discretion, may decide; subject to the TOWN'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the TOWN or its employees, or by any other CONTRACTOR employed by the TOWN, or by changes ordered by the TOWN, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the TOWN pending negotiation or by any cause which the TOWN, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the TOWN, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the TOWN. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

20.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

21. COUNTERPARTS

21.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

22. LIMITATIONS OF LIABILITY

22.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

23. PUBLIC ENTITY CRIMES

23.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, CONTRACTOR certifies that it, its affiliates, suppliers, sub-

consultants, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Agreement. The CONTRACTOR is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

24. PREPARATION AND SURVIVABILITY

24.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

24.2 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

25. PALM BEACH COUNTY INSPECTOR GENERAL

25.1 Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Town contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

26. ENFORCEMENT COSTS

26.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to this Agreement's execution, validity, the obligations provided therein, or performance under this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

27. PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- A. Keep and maintain public records required by the TOWN to perform the service.
- B. Upon request from the TOWN's custodian of public records or designee, 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.

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 this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.

D. Upon completion of this Agreement, 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 to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, lburch@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

28. COPYRIGHTS AND/OR PATENT RIGHTS

28.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the TOWN harmless from any and all liability, loss, or expense occasioned by any such violation.

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

29.1 CONTRACTOR certifies that all goods and services provided pursuant to this Agreement meets all OSHA requirements. CONTRACTOR further certifies that, if any of the goods and services provided is subsequently found to be deficient in any OSHA requirements in effect on date of delivery or performance, all costs necessary to bring the goods and services into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

30. FEDERAL AND STATE TAX

30.1 The TOWN is exempt from Federal Tax and State Tax for Tangible Personal Property. CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the TOWN, nor shall CONTRACTOR be authorized to use the TOWN's Tax Exemption Number in securing such materials.

31. PROTECTION OF PROPERTY

31.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the TOWN or of other contractors and shall be held responsible for replacing or repairing any such loss or damage. The TOWN may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of its property such as tools and equipment while on site. The TOWN will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

31.2 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and CONTRACTOR shall save the TOWN, its employees, officials and agents thereof harmless from all claims made on account of such damages.

32. E-VERIFY

32.1 Pursuant to Section 448.095(2), Florida Statutes, CONTRACTOR shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all sub-consultants (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the sub-consultants' newly hired employees;

B. Secure an affidavit from all sub-consultants (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens;

C. Maintain copies of all sub-consultant affidavits for the duration of this Agreement;

D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

F. Be aware that if the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of termination of this Agreement.

33. SCRUTINIZED COMPANIES

33.1 As provided in F.S. 287.135, by entering into any agreement with the TOWN, or performing any work in furtherance hereof, the CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the CONTRACTOR must certify that it is not participating in a boycott of Israel. If the Town determines, using credible information available to the public, that a false certification has been submitted by the CONTRACTOR, the TOWN's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

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

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Lakisha Burch, Town Clerk

By: _____
Robert Shorr, Mayor

Approved as to form and legal sufficiency:

Office of the Town Attorney

CONTRACTOR: **PALM BEACH AGGREGATES, LLC**

By: _____

[Corporate Seal]

Print Name:

Title:

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20___ by _____, as _____, of Palm Beach Aggregates, LLC, a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 3

TO: Mayor and Councilmembers
FROM: Larry Peters, Public Works Director
VIA: Francine Ramaglia, Town Manager
DATE: December 6, 2022
SUBJECT: *Resolution No. 2022-86* approving Work Authorization with Johnson Davis utilizing Boynton Beach Piggyback Agreement for the Equestrian Bridge

Background:

The Town entered into an agreement with Johnson-Davis, Inc. utilizing the City of Boynton Beach BID No. 019-2821-19/IT: Repairs and Emergency Services. The Town seeks to install an equestrian bridge culvert at Collecting Canal Road and C Road utilizing pricing under this agreement. The scope and pricing for the bridge is exhibit A and totals \$188,532. Of this amount, approximately \$126,469 has been funded by the developer.

Recommendations:

Move Approval of *Resolution No. 2022-86* approving the approving Work Authorization for Johnson/Davis regarding Equestrian Bridge culvert at Collecting Canal Road and C Road at a total cost of \$188,532.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-86

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE SCOPE AND PRICING FOR INSTALLATION OF AN EQUESTRIAN BRIDGE CULVERT AT COLLECTING CANAL ROAD AND C ROAD; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2022-75, adopted by Town Council on November 1, 2022, the Town entered into an agreement with Johnson-Davis, Inc. utilizing the City of Boynton Beach BID No. 019-2821-19/IT: Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems; and

WHEREAS, the Town is in need of goods and services for the installation of an equestrian bridge culvert; and

WHEREAS, the Town Council desires to utilize its agreement with Johnson-Davis, Inc. for the work, as stated in the Scope of Work attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the Town Council has determined the Scope of Work serves a public purpose.

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

Section 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby authorizes the Town to utilize its Agreement with Johnson-Davis, Inc. utilizing pricing under Boynton Beach BID No. 019-2821-19/IT for installation of an equestrian bridge culvert at Collecting Canal Road and C Road and approves the Scope of Work and Proposal attached hereto as Exhibits “A”.

Section 3. The Mayor is authorized to execute any and all documents to implement the

Scope of Work and Proposal attached hereto by the Town, including letter agreements and addenda, in forms acceptable to the Town Manger and Town Attorney. The Town manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laura Danowski, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Margaret Herzog, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marianne Miles, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phillis Maniglia, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____ 2022.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Office of the Town Attorney

Councilmember Marianne Miles

Councilmember Phillis Maniglia

JOB NAME: EQUESTRIAN BRIDGE CULVERT (COLLECTOR CANAL AND C ROAD)

Item #	DESCRIPTION	BID Quantity	U.M.		BID	AMOUNT
	MOBILIZATION/GENERAL CONDITIONS	1.00	LSU		11,500.00	11,500.00
	CLEARING AND GRUBBING	1.00	LSU		9,000.00	9,000.00
	MOT	1.00	LSU		3,500.00	3,500.00
	DEWATERING	1.00	LSU		8,500.00	8,500.00
	STEEL SHEETPILE COFFER DAMS	2.00	EA		15,000.00	30,000.00
	72" CAP	100.00	LF		700.00	70,000.00
	RIP RAP RUBBLE W/BEDDING STONE	114.00	TON		200.00	22,800.00
	10" LIMEROCK PATHWAY	88.00	SY		36.00	3,168.00
	EMBANKMENT	486.00	CY		24.00	11,664.00
	SOD (PINNED)	100.00	SY		10.00	1,000.00
	FENCE	120.00	LF		60.00	7,200.00
	CONCRETE HEADER CURB	120.00	LF		60.00	7,200.00
	BOLLARDS	6.00	EA		500.00	3,000.00

	\$	188,532.00
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* Notes

Embankment is truck measured.

No permits are included except for NOI and SFWMD short term dewatering permit.

No gates are included on the fence.

Fence to be attached to the concrete header curb.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: December 6, 2022

SUBJECT: Approval of Resolution No. 2022-87 Renewing Piggyback Contract with SAFEbuilt Florida, LLC for Building Department related services

Background:

On April 5, 2022, the Town Council approved Resolution No. 2022-14 amending its piggyback agreement with SAFEbuilt Florida, LLC utilizing a contract competitively procured through RFQ#2019-10 and entered into by Okeechobee County for building department related services effective November 1, 2021. The agreement provides for annual renewals and on November 10, 2022, Okeechobee County extended its agreement for additional year through November 30, 2023. Accordingly, this agenda item is to extend the Town's corresponding piggyback agreement for the same annual period.

Recommendation:

Move that the Town Council adopt **Resolution No. 2022-87** authorizing renewal of the piggyback agreement with SAFEbuilt Florida, LLC for building department related services based on the Okeechobee County contract procured through (RFQ#2019-10) and extended through November 30, 2023.

RESOLUTION NO. 2022-87

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE
RENEWAL OF AN AGREEMENT WITH SAFEUILT FLORIDA, LLC
FOR SERVICES UTILIZING ANOTHER GOVERNMENT AGENCY
CONTRACT; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Section 2-133 of the Town's Purchasing Code the Town entered into a Piggyback Purchasing Agreement dated April 5, 2022, utilizing the local government contract between SAFEuilt Florida, LLC and Okeechobee County (RFQ#2019-10) for Building Department related services; and

WHEREAS, the term of the Agreement is consistent with and allows for renewals in accordance with renewals of the agreement between SAFEuilt Florida, LLC and Okeechobee County; and

WHEREAS, the Town and SAFEuilt Florida, LLC desire to renew the term of the Agreement for an additional one (1) year term, in accordance with the agreement between SAFEuilt Florida, LLC and Okeechobee County, which was renewed on November 10, 2022, for an additional one (1) year term; and

WHEREAS, the Town Council finds this renewal serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town enter into the First Renewal of Agreement with SAFEuilt Florida, LLC utilizing the local

government contract between SAFEbuilt Florida, LLC and Okeechobee County (RFQ#2019-10) for Building Department services, effective December 1, 2022, through November 30, 2023.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

Councilmember _____ offered the foregoing Resolution. Councilmember _____ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS __ DAY OF _____ 2022.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Office of the Town Attorney

Councilmember Phillis Maniglia

Councilmember Marianne Miles

FIRST RENEWAL OF AGREEMENT BETWEEN TOWN OF LOXAHATCHEE GROVES, FLORIDA AND SAFEbuilt FLORIDA, LLC.

THIS FIRST RENEWAL OF AGREEMENT (the “Renewal”) is made and entered into _____ by and between the Town of Loxahatchee Groves, Florida, a municipal corporation of the State of Florida (“Town”) and SAFEbuilt Florida, LLC, a Florida Limited Liability Company, authorized to conduct business in the State of Florida (“Contractor”).

WITNESSETH:

WHEREAS, Town and Contractor entered into a Piggyback Purchasing Agreement, dated April 5, 2022 (the “Agreement”), incorporated herein by reference; and

WHEREAS, the Agreement is based on an agreement between Okeechobee County and the Contractor; and

WHEREAS, consistent with the Contractor’s agreement with Okeechobee County, the Agreement term ended on November 30, 2022, and allows for renewals in accordance with renewals of the Contractor’s agreement with Okeechobee County; and

WHEREAS, Contractor has renewed its agreement with Okeechobee County for an additional one (1) year term; and

WHEREAS, Town and Contractor desire to renew the Agreement for the same additional one (1) year term.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.
2. The Town and Contractor hereby renew the Agreement effective December 1, 2022 through November 30, 2023.
3. Except as set forth herein, the Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Renewal as of the day and year first written above.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
Robert Shorr, Mayor

ATTEST:

Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

CONTRACTOR: SAFE BUILT FLORIDA, LLC

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF **FLORIDA**
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2022, by _____, as the representative of and on behalf of _____ (name of Contractor), who is personally known to me or who has produced the following identification: _____.

NOTARY PUBLIC

(SEAL)

Signature of Notary Public

(Print Name)
My Commission Expires: _____
Commission No.: _____

**AGREEMENT FOR FIRST RENEWAL AND AMENDMENT
OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR RENEWAL AND AMENDMENT OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES (hereinafter “Amendment”) is made and entered into effective the 10 day of November, 2022, by and between OKEECHOBEE COUNTY, a political subdivision of the State of Florida (hereinafter the “COUNTY”) and SAFEbuilt Florida, LLC, a foreign limited liability company (hereinafter “CONTRACTOR”).

WITNESSETH

WHEREAS, the COUNTY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of Okeechobee County; and

WHEREAS, the COUNTY and CONTRACTOR entered into a Master Agreement for Professional Services dated December 12, 2019 (hereinafter the “Agreement”); and

WHEREAS, the CONTRACTOR has provided services to COUNTY under the Agreement; and

WHEREAS, the Agreement provided for an initial three (3) year Term beginning December 1, 2019 and ending November 30, 2022, and provided for three (3) additional one (1) year terms, upon written agreement by the parties, and the parties are desirous of extending the Agreement; and

WHEREAS, the parties are also desirous of amending the Agreement, upon the terms set forth herein.

NOW THEREFORE, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expresses, it is agreed as follows:

1. **Recitals.** The foregoing recitals are true and correct and constitute the material basis for this Amendment. Said recitals are hereby ratified and made a part of this Amendment.
2. **Renewal.** The Agreement is hereby renewed and extended for an additional one (1) year term, beginning December 1, 2022 and ending November 30, 2023.
3. **Amendments.**
 - a. Paragraph 7.a. of the Agreement is amended to read as follows:

“a. COUNTY’s Project Manager: County Administrator and/or Deputy County Administrator.”

- b. Paragraph 10.h.vi. of the Agreement is amended to delete the words "ROBBIE L. CHARTIER", and to replace "RCHARTIER@CO.OKEECHOBEE.FL.US" with "publicrecords@co.okeechobee.fl.us".
 - c. The Agreement is amended to include the following provision as Paragraph 10.j.:
 - "j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat."
 - d. The Agreement is amended to provide that all references to Exhibit C of the Agreement and/or to "Okeechobee County Building Department Permit Fees" shall henceforth refer to the most recent version of the Okeechobee County Building Department Permit Fees, as adopted and revised by resolution from time to time by the Board of County Commissioners.
4. All remaining terms, provisions, and conditions of the Agreement remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have signed and sealed this Amendment on the day and date first written above.

OKEECHOBEE COUNTY, a political
subdivision of the State of Florida


TERRY W. BURROUGHS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

Date: 11-10-2022

ATTEST:


JERALD D. BRYANT, CLERK OF
THE CIRCUIT COURT & COMPTROLLER
OKEECHOBEE COUNTY, FLORIDA

(Seal)




CONTRACTOR
SAFEbuilt Florida, LLC



Gary Amato
Chief Administrative Officer

(CORPORATE SEAL)

ATTEST:



Michelle Aiken
SAFEbuilt Florida, LLC Secretary



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 5

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: December 6, 2022
SUBJECT: SAFEbuilt (Code Enforcement) Update

Background:

Manager for SAFEbuilt, will present an update on the following:

New team members

Building

- Building Department Survey

Code Compliance

- Discussion on code NOV and operational issues
- Special Magistrate to set up an alternate process (every week, special magistrate meeting) (mostly on land clearing).
- An administrative person to take Lexi's code tasks away from her. Bernard mentioned a FT magistrate person.
- Weekend Officer
- Review of priorities, increase in Notice of Violations for tree removal/land clearing, collaborating with Public Works addressing manure, fill and manure haulers more effectively, enforcing RV rules, etc.

****Presentation was not available at time of publishing, but hard copy will be handed out the night of meeting. ****

Recommendations:

Receive and file.

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 6

TO: Town Council of Town of Loxahatchee Groves
FROM: Lakisha Burch, Town Clerk
VIA: Francine Ramaglia, Town Manager
DATE: December 6, 2022
SUBJECT: Presentation of Health Insurance Renewal for FY23 (Jan 1st Renewal)

Background:

The Gehring Group, the town's health, and insurance benefits manager agency, will present the latest health insurance and related products, including cost updates for the renewal enrollment period for town employees, which begins effective January 1st, 2023. They will present the town's current basic health plan, along with related offerings covered by the town for the employees.

Recommendations:

Move to approve *Resolution No. 2022-89*.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-89

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE SCOPE AND PRICING FOR EMPLOYEE INSURANCE AND RELATED BENEFITS; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town's health and insurance benefits manager, The Gehring Group, provided the Town with an updated scope and pricing for employee insurance and related benefits as provided for in the Town's Human Resources Policy Manual adopted January 7, 2020; and

WHEREAS, the Town Council desires to provide its employees with insurance and related benefits as stated in the Scope attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Town Council has determined the Scope serves a public purpose.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby authorizes the Town to provide its employees insurance and related benefits and approves the Scope and Proposal attached hereto as Exhibit "A", which includes the cost to the employee as well as the cost to the Town.

Section 3. The Mayor is authorized to execute any and all documents to implement the Scope and Proposal attached hereto by the Town, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laura Danowski, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Margaret Herzog, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marianne Miles, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phillis Maniglia, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS ____ DAY OF _____ 2022.**

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

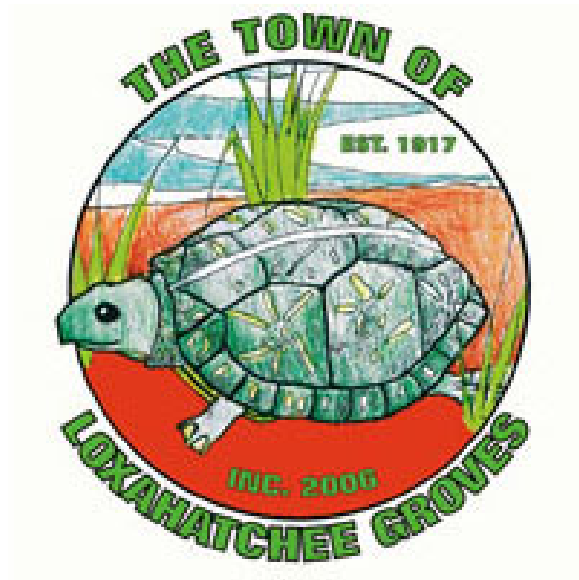
APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Office of the Town Attorney

Councilmember Marianne Miles

Councilmember Phillis Maniglia



TOWN OF LOXAHATCHEE GROVES
RENEWAL & RFP EVALUATION
DECEMBER 6, 2022

Analysis by:



GEHRING GROUP
A RISK STRATEGIES COMPANY

Town of Loxahatchee Groves
Renewal Recommendations
Effective Date: January 1, 2023

Line of Coverage	Recommendation
Medical	Renew with Florida Blue - BlueCare 14304 and BlueCare 16253 with Out of Network (OON) benefits (with or without addition of Council members).
Dental	Renew with Humana dental plan for 1.1% decrease to rates.
Vision	Renew with Humana vision plan for no increase.
Basic Life and AD&D*	Switch from Guardian to The Hartford to accommodate a richer life insurance benefit amount for all eligible employees (Alternate #2) for an additional \$2,539.
STD*	Switch from Guardian to The Hartford (Alternate #1) for a decrease of \$1,810.
LTD*	Switch from Guardian to The Hartford (Alternate #1) for a decrease of \$2,203.
*Switching to The Hartford results in a net savings of \$1,474.	

Town of Loxahatchee Groves
Renewal Evaluation - Medical
Effective Date: January 1, 2023

	CURRENT			RENEWAL		
Schedule of Benefits	Florida Blue - BlueCare 14304	Florida Blue - BlueCare 16253 w/ OON		Florida Blue - BlueCare 14304	Florida Blue - BlueCare 16253 w/ OON	
	In Network Only	In Network	Out of Network	In Network Only	In Network	Out of Network
Deductible (Calendar Year - CYD)						
Single	\$1,500	\$3,400	\$6,800	\$1,500	\$4,250	\$8,500
Family	\$3,000	\$6,800	\$13,600	\$3,000	\$8,500	\$17,000
Coinsurance	20%	0%	50%	20%	0%	50%
Maximum Out of Pocket (MOOP)						
Single	\$5,000	\$8,200	\$16,400	\$5,000	\$9,050	\$18,100
Family	\$10,000	\$16,400	\$32,800	\$10,000	\$18,100	\$36,200
Non-Hospital Services						
Virtual Visit (PCP/Spec) / Telemedicine	\$0 / \$50 / \$0	\$0 / \$55 / \$0	Not Covered	\$0 / \$50 / \$0	\$0 / \$55 / \$0	Not Covered
Physician Office Visit	VCP: \$0 / \$20	VCP: \$0 / \$25	50% after CYD	VCP: \$0 / \$20	VCP: \$0 / \$25	50% after CYD
Specialist Visit	VCP: \$20 / \$50	VCP: \$20 / \$55	50% after CYD	VCP: \$20 / \$50	VCP: \$20 / \$55	50% after CYD
Independent Lab / X-Ray	ICL: No Charge / IDTC: \$50	ICL: \$55 / IDTC: \$150	50% after CYD	ICL: No Charge / IDTC: \$50	ICL: \$55 / IDTC: \$150	50% after CYD
Advanced Imaging (MRI, PET, CT scans)	\$300	\$350	50% after CYD	\$300	\$350	50% after CYD
Urgent Care Center	VCP: \$0 Visits 1-2; \$55/ \$55	VCP: \$0 Visits 1-2; \$60 / \$60	50% after CYD	VCP: \$0 Visits 1-2; \$55/ \$55	VCP: \$0 Visits 1-2; \$60 / \$60	50% after CYD
Hospital Services						
Inpatient	20% after CYD	\$1,000 after CYD	50% after CYD	20% after CYD	\$1,000 after CYD	50% after CYD
Outpatient Surgery	ASC: 20% / Hosp: 20% after CYD	ASC: \$400 / Hosp: \$500	50% after CYD	ASC: 20% / Hosp: 20% after CYD	ASC: \$400 / Hosp: \$500	50% after CYD
Emergency Room Visit	\$200	\$300 after CYD	\$300 after INN-CYD	\$200	\$300 after CYD	\$300 after INN-CYD
Mental Health / Substance Abuse Services						
Inpatient	No Charge	No Charge	50% after CYD	No Charge	No Charge	50% after CYD
Outpatient	No Charge	No Charge	50% after CYD	No Charge	No Charge	50% after CYD
Prescription Drug Benefits						
Tier 1 - Generic	\$0 / \$4 / \$10	\$0 / \$4 / \$15	Not Covered	\$0 / \$4 / \$10	\$0 / \$4 / \$15	Not Covered
Tier 2 - Preferred Brand	\$15 / \$30	\$30 / \$75		\$15 / \$30	\$30 / \$75	
Tier 3 - Non-Preferred Brand	\$50	\$150		\$50	\$150	
Tier 4 - Specialty	\$150	\$300		\$150	\$300	
Mail Order (90 day supply)	2x Retail	2x Retail		2x Retail	2x Retail	
Monthly Premium 2 5	\$1,338	\$5,119		\$1,369	\$5,446	
Annual Premium 7	\$16,058	\$61,430		\$16,426	\$65,356	
TOTAL Premium	\$77,488			\$81,782		
Annual \$ Increase/(Decrease)				\$4,293		
Annual % Increase/(Decrease)				5.5%		

*PPO and HMO Lives from Renewal Documents

Town of Loxahatchee Groves
Renewal Evaluation - Medical
Effective Date: January 1, 2023

Schedule of Benefits	CURRENT			RENEWAL - with Council members		
	Florida Blue - BlueCare 14304	Florida Blue - BlueCare 16253 w/ OON		Florida Blue - BlueCare 14304	Florida Blue - BlueCare 16253 w/ OON	
	In Network Only	In Network	Out of Network	In Network Only	In Network	Out of Network
Deductible (Calendar Year - CYD)						
Single	\$1,500	\$3,400	\$6,800	\$1,500	\$4,250	\$8,500
Family	\$3,000	\$6,800	\$13,600	\$3,000	\$8,500	\$17,000
Coinsurance	20%	0%	50%	20%	0%	50%
Maximum Out of Pocket (MOOP)						
Single	\$5,000	\$8,200	\$16,400	\$5,000	\$9,050	\$18,100
Family	\$10,000	\$16,400	\$32,800	\$10,000	\$18,100	\$36,200
Non-Hospital Services						
Virtual Visit (PCP/Spec) / Telemedicine	\$0 / \$50 / \$0	\$0 / \$55 / \$0	Not Covered	\$0 / \$50 / \$0	\$0 / \$55 / \$0	Not Covered
Physician Office Visit	VCP: \$0 / \$20	VCP: \$0 / \$25	50% after CYD	VCP: \$0 / \$20	VCP: \$0 / \$25	50% after CYD
Specialist Visit	VCP: \$20 / \$50	VCP: \$20 / \$55	50% after CYD	VCP: \$20 / \$50	VCP: \$20 / \$55	50% after CYD
Independent Lab / X-Ray	ICL: No Charge / IDTC: \$50	ICL: \$55 / IDTC: \$150	50% after CYD	ICL: No Charge / IDTC: \$50	ICL: \$55 / IDTC: \$150	50% after CYD
Advanced Imaging (MRI, PET, CT scans)	\$300	\$350	50% after CYD	\$300	\$350	50% after CYD
Urgent Care Center	VCP: \$0 Visits 1-2; \$55 / \$55	VCP: \$0 Visits 1-2; \$60 / \$60	50% after CYD	VCP: \$0 Visits 1-2; \$55 / \$55	VCP: \$0 Visits 1-2; \$60 / \$60	50% after CYD
Hospital Services						
Inpatient	20% after CYD	\$1,000 after CYD	50% after CYD	20% after CYD	\$1,000 after CYD	50% after CYD
Outpatient Surgery	ASC: 20% / Hosp: 20% after CYD	ASC: \$400 / Hosp: \$500	50% after CYD	ASC: 20% / Hosp: 20% after CYD	ASC: \$400 / Hosp: \$500	50% after CYD
Emergency Room Visit	\$200	\$300 after CYD	\$300 after INN-CYD	\$200	\$300 after CYD	\$300 after INN-CYD
Mental Health / Substance Abuse Services						
Inpatient	No Charge	No Charge	50% after CYD	No Charge	No Charge	50% after CYD
Outpatient	No Charge	No Charge	50% after CYD	No Charge	No Charge	50% after CYD
Prescription Drug Benefits						
Tier 1 - Generic	\$0 / \$4 / \$10	\$0 / \$4 / \$15		\$0 / \$4 / \$10	\$0 / \$4 / \$15	
Tier 2 - Preferred Brand	\$15 / \$30	\$30 / \$75		\$15 / \$30	\$30 / \$75	
Tier 3 - Non-Preferred Brand	\$50	\$150	Not Covered	\$50	\$150	Not Covered
Tier 4 - Specialty	\$150	\$300		\$150	\$300	
Mail Order (90 day supply)	2x Retail	2x Retail		2x Retail	2x Retail	
Monthly Premium	2	\$1,338	\$5,119	\$1,369	\$9,153	
Annual Premium	11	\$16,058	\$61,430	\$16,426	\$109,834	
TOTAL Premium		\$77,488			\$126,260	
Annual \$ Increase/(Decrease)					\$48,772	
Annual % Increase/(Decrease)					62.9%	

*PPO and HMO Lives from Renewal Documents

Estimated costs based on Council Members enrolling in base plan.

Town of Loxahatchee Groves
Renewal Evaluation - Dental PPO
Effective Date: January 1, 2023

	CURRENT		RENEWAL	
SCHEDULE OF BENEFITS	Humana		Humana	
	In Network	Out of Network	In Network	Out of Network
Annual Benefit Maximum	Unlimited	Unlimited	Unlimited	Unlimited
Do Class 1 services apply toward Annual Max?	Yes		Yes	
Deductible	Calendar Year		Calendar Year	
Single/Family	\$50 / \$150		\$50 / \$150	
Is deductible waived for Class 1 services?	Yes		Yes	
Class 1 Services: Preventive and Diagnostic				
Office Visit	100%	100%	100%	100%
Routine Oral Exam (3 per year)	100%	100%	100%	100%
Routine Cleaning (3 per year)	100%	100%	100%	100%
Bitewing X-rays	100%	100%	100%	100%
Class 2 Services: Basic Restorative	Deductible Applies		Deductible Applies	
Fillings	80%	80%	80%	80%
Simple Extractions (Oral Surgery)	80%	80%	80%	80%
Periodontics (Major and Minor Surgery)	80%	80%	80%	80%
Endodontics (Root Canal Therapy)	80%	80%	80%	80%
Class 3 Services: Major Restorative	Deductible Applies		Deductible Applies	
Bridges	50%	50%	50%	50%
Crowns	50%	50%	50%	50%
Dentures	50%	50%	50%	50%
Class 4 Services: Orthodontia				
Orthodontia Services	N/A		N/A	
Dental Plan Reimbursement Level				
Benefits Reimbursement Level	Contracted Fees	Fee Schedule	Contracted Fees	Fee Schedule
Minimum Participation	Current		Current	
Rate Guarantee	Expires 12/31/2022		Expires 12/31/2023	
Rates	Lives¹			
Employee	3	\$39.75	\$39.30	
Employee + Spouse	3	\$79.50	\$78.59	
Employee + Child(ren)	0	\$101.36	\$100.21	
Employee + Family	1	\$141.11	\$139.51	
Monthly Premium	7	\$499	\$493	
Annual Premium		\$5,986	\$5,918	
Annual \$ Increase/Decrease		N/A	-\$68	
Annual % Increase/Decrease		N/A	-1.1%	

¹ November Invoice

Town of Loxahatchee Groves
Renewal Evaluation - Vision
Effective Date: January 1, 2023

CURRENT			RENEWAL	
SCHEDULE OF BENEFITS	Humana		Humana	
Examination	In-Network	Out-of-Network	In-Network	Out-of-Network
Eye Exam Copay	No Charge	Up to \$30	No Charge	Up to \$30
Materials Copay	No Charge	Varies	No Charge	Varies
Retinal Imaging	Up to \$39	Not Covered	Up to \$39	Not Covered
Frequency				
Examination	Every 12 months		Every 12 months	
Lenses or Contact Lenses	Every 12 months		Every 12 months	
Frames	Every 24 months		Every 24 months	
Lenses				
Single	No Charge	Up to \$25	No Charge	Up to \$25
Bifocal	No Charge	Up to \$40	No Charge	Up to \$40
Trifocal	No Charge	Up to \$60	No Charge	Up to \$60
Lenticular	No Charge	Up to \$100	No Charge	Up to \$100
Standard Progressive	No Charge	Up to \$40	No Charge	Up to \$40
Frames				
Retail Allowance	Up to \$200 + 20% off retail	Up to \$100	Up to \$200 + 20% off retail	Up to \$100
Contacts Lenses				
Elective	Up to \$200 + 15% off retail	Up to \$160	Up to \$200 + 15% off retail	Up to \$160
Non-Elective (Medically Necessary)	No Charge	Up to \$210	No Charge	Up to \$210
Fitting and Evaluation - Standard	No Charge	Up to \$30	No Charge	Up to \$30
Minimum Participation	Current		Current	
Rate Guarantee	Expires 12/31/2023		Expires 12/31/2023	
Monthly Rates	Lives ¹			
Employee	3	\$10.32		\$10.32
Employee + Spouse	3	\$20.65		\$20.65
Employee + Child(ren)	0	\$19.61		\$19.61
Employee + Family	1	\$30.82		\$30.82
Monthly Premium	7	\$124		\$124
Annual Premium		\$1,485		\$1,485
\$ Increase /(Decrease)		N/A		\$0
% Increase /(Decrease)		N/A		0.0%

¹ November Invoice

Town of Loxahatchee Groves
Renewal Evaluation - Basic Life and AD&D
Effective Date: January 1, 2023

		CURRENT	RENEWAL	ALTERNATE #1	ALTERNATE #2
		Guardian	Guardian	Guardian	The Hartford
Life and AD&D Benefit					
Eligibility		All active full-time employees working at least 30 hours per week.	All active full-time employees working at least 30 hours per week.	Class 1: Town Manager, Class 2: All active full-time employees working at least 30 hours per week.	All active full-time employees working at least 30 hours per week.
Basic Term Life		\$30,000	\$30,000	Class 1: 1x Annual Salary to a maximum of \$150,000 Class 2: \$30,000	1x Annual Salary to a maximum of \$150,000
Guarantee Issue Amount		\$30,000	\$30,000	Class 1: \$30,000 Class 2: \$30,000	Equal to Benefit Amount
Basic AD&D		Equal to Life Benefit	Equal to Life Benefit	Equal to Life Benefit	Equal to Life Benefit
Features					
Portability/Conversion Privilege		Yes/Yes	Yes/Yes	Yes/Yes	Yes/Yes
Waiver of Premium		Included	Included	Included	Included
Age Reduction (Reduces by)		35% age at 65, 60% at age 70, 75% at age 75, 85% at age 80	35% age at 65, 60% at age 70, 75% at age 75, 85% at age 80	35% age at 65, 60% at age 70, 75% at age 75, 85% at age 80	35% at age 65, 50% at age 70
Accelerated Death Benefit		Included	Included	Included	Included
Rate Guarantee		Expires 12/31/2022	Expires 12/31/2023	Expires 12/31/2023	Expires 12/31/2024
Rates	Lives*				
Volume	10	\$300,000	\$300,000	\$434,000	\$707,000
Basic Term Life Rate / \$1,000		\$0.380	\$0.380	\$0.390	\$0.442
AD&D Rate / \$1,000		\$0.027	\$0.027	\$0.027	\$0.030
Total Life AD&D Rate / \$1,000		\$0.407	\$0.407	\$0.417	\$0.472
Monthly Premium		\$122	\$122	\$181	\$334
Annual Premium		\$1,465	\$1,465	\$2,172	\$4,004
\$ Increase /(Decrease)		N/A	\$0	\$707	\$2,539
% Increase /(Decrease)		N/A	0.0%	48.2%	173.3%

*Lives and volume from November Invoice

Town of Loxahatchee Groves
Renewal Evaluation - Basic Life and AD&D
Effective Date: January 1, 2023

		CURRENT	ALTERNATE #3a	ALTERNATE #3b	ALTERNATE #4a	ALTERNATE #4b
		Guardian	Lincoln	Lincoln	Lincoln	Lincoln
Life and AD&D Benefit						
Eligibility		All active full-time employees working at least 30 hours per week.	Class 1: Town Manager, Class 2: All active full-time employees working at least 30 hours per week.	Class 1: Town Manager, Class 2: All active full-time employees working at least 30 hours per week.	All active full-time employees working at least 30 hours per week.	All active full-time employees working at least 30 hours per week.
Basic Term Life		\$30,000	Class 1: 1x Annual Salary to a maximum of \$150,000 Class 2: \$30,000	Class 1: 1x Annual Salary to a maximum of \$150,000 Class 2: \$30,000	1x Annual Salary to a maximum of \$150,000	1x Annual Salary to a maximum of \$150,000
Guarantee Issue Amount		\$30,000	Class 1: \$50,000 Class 2: \$30,000	Class 1: \$50,000 Class 2: \$30,000	\$100,000	\$100,000
Basic AD&D		Equal to Life Benefit	Equal to Life Benefit	Equal to Life Benefit	Equal to Life Benefit	Equal to Life Benefit
Features						
Portability/Conversion Privilege		Yes/Yes	No /Yes	No /Yes	No /Yes	No /Yes
Waiver of Premium		Included	Included	Included	Included	Included
Age Reduction (Reduces by)		35% age at 65, 60% at age 70, 75% at age 75, 85% at age 80	35% age at 65, 60% at age 70, 75% at age 75, 85% at age 80	35% age at 65, 60% at age 70, 75% at age 75, 85% at age 80	35% age at 65, 60% at age 70, 75% at age 75, 85% at age 80	35% age at 65, 60% at age 70, 75% at age 75, 85% at age 80
Accelerated Death Benefit		Included	Included	Included	Included	Included
Rate Guarantee		Expires 12/31/2022	Expires 12/31/2024	Expires 12/31/2024	Expires 12/31/2024	Expires 12/31/2024
Rates	Lives*					
Volume	10	\$300,000	\$434,000	\$434,000	\$707,000	\$707,000
Basic Term Life Rate / \$1,000		\$0.380	\$0.311	\$0.331	\$0.369	\$0.379
AD&D Rate / \$1,000		\$0.027	\$0.027	\$0.027	\$0.027	\$0.027
Total Life AD&D Rate / \$1,000		\$0.407	\$0.338	\$0.358	\$0.396	\$0.406
Monthly Premium		\$122	\$147	\$155	\$280	\$287
Annual Premium		\$1,465	\$1,760	\$1,864	\$3,360	\$3,445
\$ Increase /(Decrease)		N/A	\$295	\$399	\$1,894	\$1,979
% Increase /(Decrease)		N/A	20.1%	27.2%	129.3%	135.1%

*Lives and volume from November Invoice

Rates if sold with STD and LTD.

Rates if sold standalone.

Rates if sold with STD and LTD.

Rates if sold standalone.

Town of Loxahatchee Groves
Renewal Evaluation - Short Term Disability
Effective Date: January 1, 2023

	CURRENT	RENEWAL	ALTERNATE #1	ALTERNATE #2
Short-Term Disability	Guardian	Guardian	The Hartford	Lincoln
Eligibility	All active full-time employees working at least 30 hours per week.	All active full-time employees working at least 30 hours per week.	All active full-time employees working at least 30 hours per week.	All active full-time employees working at least 30 hours per week.
Weekly Benefit	60% of Weekly Earnings	60% of Weekly Earnings	60% of Weekly Earnings	60% of Weekly Earnings
Maximum Weekly Benefit	\$1,500	\$1,500	\$1,500	\$1,500
Elimination Period for Accident/Sickness	0/7 Days	0/7 Days	0/7 Days	0/7 Days
Benefit Duration	13 Weeks	13 Weeks	13 Weeks	13 Weeks
Portability/Conversion	Not Included	Not Included	Not Included	Not Included
<i>Rate Guarantee</i>	<i>Expires 12/31/2022</i>	<i>Expires 12/31/2023</i>	<i>Expires 12/31/2024</i>	<i>Expires 12/31/2024</i>
Rates	Lives*			
Volume 11	\$6,703	\$6,703	\$6,703	\$6,703
Rate / \$10 of Weekly Covered Payroll	\$0.390	\$0.390	\$0.165	\$0.290
Monthly Premium	\$261	\$261	\$111	\$194
Annual Premium	\$3,137	\$3,137	\$1,327	\$2,333
\$ Increase /(Decrease)	N/A	\$0	-\$1,810	-\$804
% Increase /(Decrease)	N/A	0.0%	-57.7%	-25.6%

*Lives and volume from November Invoice

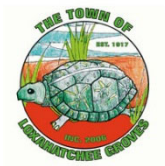
Rates if sold with life and LTD.

Town of Loxahatchee Groves
Renewal Evaluation - Long Term Disability
Effective Date: January 1, 2023

	CURRENT	RENEWAL	ALTERNATE #1	ALTERNATE #2
Long-Term Disability	Guardian	Guardian	The Hartford	Lincoln
Eligibility	All active full-time employees working at least 30 hours per week.	All active full-time employees working at least 30 hours per week.	All active full-time employees working at least 30 hours per week.	All active full-time employees working at least 30 hours per week.
Benefit	60% of Monthly Earnings	60% of Monthly Earnings	60% of Monthly Earnings	60% of Monthly Earnings
Maximum Monthly Benefit	\$7,500	\$7,500	\$7,500	\$7,500
Own Occupation Period	24 months	24 months	24 months	24 months
Elimination Period	90 days	90 days	90 days	90 days
Duration of Benefit	To Age 67/ADEA	To Age 67/ADEA	SSNRA	SSNRA
Pre-existing Condition	3/12	3/12	3/12	3/12
Survivor Benefit	Not Included	Not Included	Not Included	Not Included
<i>Rate Guarantee</i>	<i>Expires 12/31/2022</i>	<i>Expires 12/31/2023</i>	<i>Expires 12/31/2024</i>	<i>Expires 12/31/2024</i>
<i>Rates</i>	<i>Lives*</i>			
Volume	11	\$48,963	\$48,963	\$48,963
Rate / \$100 of Monthly Covered Payroll		\$0.760	\$0.385	\$0.540
Monthly Premium		\$372	\$189	\$264
Annual Premium		\$4,465	\$2,262	\$3,173
\$ Increase /(Decrease)		N/A	-\$2,203	-\$1,293
% Increase /(Decrease)		N/A	-49.3%	-28.9%

*Lives and volume from November Invoice

Rates if sold with Life and STD.





155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 7

TO: Mayor and Councilmembers
FROM: Francine Ramaglia, Town Manager
DATE: December 7, 2022
SUBJECT: Approval of Resolution No. 2022- 90 regarding Lobbying & Government Affairs Consulting Services

Background:

Council provided direction at the November 15, 2022 council meeting to obtain proposals for lobbying and government affairs consulting services. Pursuant to our Purchasing Manual, these services involve special skill, ability, training or expertise that are in their nature unique, original or creative and are therefore exempt from competitive selection requirements; however, since expenditures may exceed \$25,000, Council approval is required.

Attached are qualifications and proposals from:

Penguin 1 & Associates (Chandler Williamson)	\$24,500	12/13-6/13/22
David Ramba	\$25,000	1/1-6/30/22
Alison Dudley	\$35,000	12/1-6/20/22
Ron Book/Sean Pittman	To be determined	To be determined
Gray Robinson	\$57,000	12/15-5/15/22

Staff seeks Council direction on selected lobbyist/government affairs consultant proposal, including scope and legislative priorities such that services may commence prior to the next Council meeting as activities leading to the official legislative session have already begun locally and in Tallahassee.

Funding will be made available through budget line items transfers in the General Fund, primarily from the \$20,000 in election costs no longer required due to uncontested election.

Recommendation:

Motion to approve **Resolution No. 2022-90** authorizing an agreement for lobbying/government affairs consulting services and authorizing the Town Manager and Town Attorney to take any actions necessary to finalize agreement implement this resolution

FLORIDA LEGISLATIVE SESSION CALENDAR 2023

MARCH 7 THROUGH MAY 5, 2023

EVENT	STARTING	ENDING	LOCATION	STARTING	ENDING
PBC LEGISLATIVE DELEGATION FIRST PUBLIC HEARING	11/18/22	11/18/22	BOCA RATON	10 am	2 pm
FLC LEGISLATIVE CONFERENCE	11/30/22	12/3/22	ORLANDO	All Day	
LOCAL BILL DEADLINE TO PBC LEGISLATIVE DELEGATION	12/20/22	12/20/22	WEST PALM BEACH	12 pm	
PBC LEGISLATIVE DELEGATION LOCAL BILL AND PUBLIC HEARING	TBD	TBD	TBD	TBD	TBD
PBC LEGISLATIVE DELEGATION PUBLIC HEARING	TBD	TBD	TBD	TBD	TBD
FLC PRE-SESSION WEBINAR	2/23/23	2/23/23	ONLINE	2 pm	3 pm
FLORIDA LEGISLATIVE SESSION CONVENES	3/7/23	5/5/23	TALLAHASSEE		
PALM BEACH COUNTY DAY	3/7/23	3/8/23	TALLAHASSEE	All Day	
FLC LEGISLATIVE ACTION DAYS	4/3/23	4/6/23	TALLAHASSEE	All day	
COMMITTEE MEETINGS END	4/25/23	4/25/23	TALLAHASSEE	2 pm	3:30 pm
FLORIDA LEGISLATIVE SESSION ADJOURNS	5/5/23	5/5/23	TALLAHASSEE		
FLC POST-SESSION WEBINAR	5/18/23	5/18/23	ONLINE	2 pm	3:30 pm

DECEMBER 2022							JANUARY 2022							FEBRUARY 2023							MARCH 2023							APRIL 2023							MAY 2023								
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JUNE 2023							JULY 2023							AUGUST 2023							SEPTEMBER 2023							OCTOBER 2023							NOVEMBER 2023								
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							31																					30	31														

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-90

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH _____ FOR LOBBYING SERVICES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of lobbying services; and

WHEREAS, the firm of _____ (“Firm”) has submitted a proposal and interviewed with Town Council; and

WHEREAS, pursuant to Sec. 2-133(b)(1) of the Loxahatchee Groves Code and the Town’s Purchasing Manual, professional services provided by lobbyists are exempt from competitive procurement; and

WHEREAS, the Town Council desires lobbying services to commence prior to the next Town Council meeting; and

WHEREAS, the Town Council has determined the Scope of Work and Proposal provided by the Firm serve a public purpose.

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

Section 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby authorizes the Town to enter into an Agreement for lobbying services with _____ to include the Scope of Work and Proposal attached hereto as Exhibit “A”.

Section 3. The Mayor is authorized to execute any and all documents to implement the Scope of Work and Proposal attached hereto by the Town, including letter agreements and

addenda, in forms acceptable to the Town Manger and Town Attorney. The Town manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laura Danowski, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Margaret Herzog, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marianne Miles, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phillis Maniglia, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF _____, 2022.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Office of the Town Attorney

Councilmember Marianne Miles

Councilmember Phillis Maniglia



About

When PENGUIN 1 & ASSOCIATES was founded, our firm modernized the approach to public and private relationships in Florida and bordering states. We are the first in class to present “**real time**” analytics to advocacy. Policy algorithms and human data are today’s trend.

Our research analyst combines those trend results with the best professionals in business, government, and private entities, all while establishing a path-way theory that offers our clients unparalleled access to local, state and federal decision makers, business developers, venture capitalist, and investors.



TEAM

At PENGUIN 1 we pride ourselves in providing clients the very best in services. To achieve this goal, we believe in partnering with only the best individuals with seasoned experience in our areas of service.

Our team consists of partners who know the three (3) branches of government involving local, state and federal interest. We communicate with elected and appointed officials, senior managers, developers, lobbyist, and investment strategist.



Our Services:

- | | |
|-----------------------------|------------------------------|
| • Appropriations/Budget | Land Use/Commercial & Retail |
| • Business Regulations | Public Safety |
| • Campaign Management | Tourism |
| • Community Redevelopment | Transportation |
| • Grant Management/Research | Utilities |
| • Healthcare | |

Our relationships with clients are paramount. Penguin 1 & Associates provides each client an individual portfolio of services specifically design to achieve a return on investment.



Success rates are not a guarantee. Nor is there an exact science to how clients should engage our public institutions. However, messaging, contact relationships, and consistent advocacy we find is the clearest example of achieving success for our clients.

The following services are designed for Loxahatchee Groves for a six (6) month timeframe. At a service fee cost of **\$24,500** to be paid in monthly installments over the next six months beginning December 13th, 2022 and concluding June 13th, 2022

Develop the Legislative Priority Package for General Session 2023.

Deploy and develop strategies to best meet the needs of Legislative Priorities.

Interact with members of the Florida Legislature, particularly the Appropriations Committee members as it pertains to the Loxahatchee Legislative Priorities.

Represent the Loxahatchee Groves's Priorities during the Legislative Committee Meeting Process (December 2023 through February 2023)

Monitor Committees and Legislative Session and report any decisions of interest that may affect the residents of Loxahatchee Groves to the City Manager and Council

Preparation and confirmation of Legislative Visits for the Mayor and Members of the Council during trips to Tallahassee during Palm Beach County Days, Committee Meetings and the Legislative Session.

Communicate with the Governor's Office during the development of Governor's Legislative Priorities and Budgetary Recommendations.

Continuous advocacy with the Governor's office and staff **PRIOR** to bill signing or bill veto after priorities pass confirmation hearings in the Appropriations Committee.

Recommend grants suitable for applicant submission for Loxahatchee Groves to the City Manager and assist in management of grants secured.

Sample of successes include the following Appropriations secured from the State of Florida and Federal agencies.

1. Brownfields Research Grant, Awarded July, 2019 by U.S. Department of Environmental Protection. (DEP Grant Award **\$300,000** for Research)
2. Complete Reconstruction, Striping, and Stormwater Drainage. (State Appropriations, **\$1.2 Million**)
3. Stormwater Improvement and restoration canal repair, **\$730,000** (DEO, State Appropriations)
4. U.S. Department of Transportation Grant Award for Transportation/Equipment. (**\$134,000**)

Chandler Williamson

Founder/Managing Partner

penglassociates@gmail.com

November 28, 2022

VIA EMAIL

The Town of Loxahatchee Groves
ATTN: Francine Ramaglia
155 F Road
Loxahatchee Groves, Florida 33470

RE: Lobbying Services for 2023 Session Through Veto Period

Dear Ms. Ramaglia:

It was a pleasure talking to you and learning about the priorities of Loxahatchee Groves. As you are aware, I have watched the town from an idea until its current state and enjoyed the journey of the Town.

As we discussed, I have worked extensively in Palm Beach County with Indian Trail Improvement District (with Loxahatchee Groves resident and District Manager Burgess Hansen) on their appropriations requests at the agency and legislative level, as well as with Wellington off and on over the years. I believe the Town is in a unique area with their new House and Senate representation to achieve some of their goals.

Personally, I have worked with local governments at the Florida Legislative and Executive levels since I graduated law school and began working at the Florida League of Cities in 1995. After 5 years at the League, I joined a statewide law firm based in West Palm Beach and directed their legislative program for a decade. In 2009 I broke out on my own and created Ramba Law Group and Ramba Consulting Group based in Tallahassee, with offices a block from the Capitol. Our legislative team currently consists of six lobbyists and two support staff members to service our clients.

I have worked with Representative Rick Roth since he first came to the House, and as a Senior member of the House he will be influential in formation of the state budget. In the past years, the Town has had a member of the minority party advocating for their issues, and they receive less attention from their advocacy by those members. In the Senate, Senator Gayle Harrell has an outstanding staff and will work diligently to represent her new areas in Palm Beach County. I have worked with Senator Harrell since she first ran for the Florida House in 2000. Being a Senator in the majority party should be helpful to her requests.

Speaker Paul Renner, the newly named Speaker of the Florida House, has indicated his desire to prioritize long-term infrastructure and projects to accommodate the growth that Florida has experienced, especially as it pertains to storm water, potable water, sewer, and other essential functions. We expect budget allocations in the House to reflect these priorities, which should be an additional advantage to the priorities of Loxahatchee Groves.

You provided that Infrastructure, particularly the canal system and drainage, retrofit/rehabilitation is the Town's top priority. Some appropriation requests in the past have included the following:

1. Canal System Rehabilitation Project (Canal dredging, muck disposal, restoration & re-sloping, surveying, testing services, etc.)

Flood Protection – Resiliency – Refurbishment – Project would be an annual program encompassing dredging, disposal of collected material, restoration and resloping of banks improving function/aesthetics & re-establishing design cross sections, promoting native aquatic vegetation, reducing probability of storm debris blocking waterways, providing increased storage, preventing flooding, and providing public safety and preventing road washouts that are often experienced throughout the Town. This project could include “seawalls” to allow reclamation of roadway and creation of safety zones on the eastern portion of canals directly to the west of certain major roads. The requested funding is to establish a first-year pilot project to serve as the basis for a likely 20-year program.

Total anticipated costs \$ 1,100,000.00

2. Stormwater System Repair Program

Project would provide systematic stormwater management improvements at major canal junctions as well as for Town owned culvert crossings. The Town is systemically reviewing and evaluating public culverts inventory (the 3 most critical replacements completed/approved by the Town have been approximately \$125,000 per location). Additionally, the Town has also identified culverts, swales and catch basins necessary on its major local roads as well as in over 200 other locations throughout (the average cost of a catch basin installation is \$25,000—there are 25 to 30 areas for which the Town has easements). Finally, the Town has identified culverts and swales needed on its primary north-south local connector roads (to date, there are \$600,000 in drainage improvements identified for these roads).

Total anticipated costs \$ 1,500,000.00

3. Water Resiliency/Storm Water Retention/Aquifer Recharge Area

Flood Protection – Resiliency – Refurbishment – Septic Tanks & Systems – Multi-use approach for lands adjacent to the collecting canal and other canals throughout Town to create vegetative wetlands, hydraulically connecting to the canal system that will ultimately provide much needed water quality treatment, create additional surface water capacity and improve ground water recharge and filtration.

Total anticipated costs \$ 500,000.00

4. Rehabilitation of Maintenance Equipment Facilities Building at Public Works

Replacement of PW equipment garage/storm hardening

Total anticipated costs \$ 700,000

The process to determine what should be requested by the Legislature would be as follows:

1. Look at the projects funded in the past two years (water project lists) minus the vetoes, and determine what projects are most consistent with the trend of funded projects. Most municipalities would be eligible for one project - very few, other than those of the Chairman or very large cities, get more than one.
2. Look at matching funds (from Town, County, WMD) available and attempt to get the most buy in from impacted agencies with the bank for the buck for the State to participate in the project.
3. Determine the appropriate dollar amount to ask for that would result in a completed project in one cycle, based on what has been approved by the Legislature based on your delegation's seniority over the past two budget years.
4. Ask Representative Roth and Senator Harrell which project he would be most comfortable and excited about advocating for in the process. This is a key component to success in the Legislature.

I would be the main contact for the appropriations lobbying for the Town. I believe it is essential to have that personal touch with the Legislators who make these decisions, and my familiarity and history working in the region are important to connect the priorities of the local region. More importantly, it is key to have relationships with not only the individuals that represent the Town, but the key decision makers on the budget. Representative Tom Leek of Daytona Beach is the House budget chairman and Senator Doug Broxson of Pensacola is the Senate budget chair. Both are a far piece from Western Palm Beach County, but our Firm's deep relationships with both individuals are key to connecting the local project to the state budget.

At the Executive level, both myself and members of my Firm directly advocate with the top decision makers at the agencies and Governor's office to attempt to get projects to fruition and not get chopped at the veto level. I would be happy to discuss in detail those key relationships with any members of the Town Council.

Terms of the representation would be as outlined below:

Our governmental affairs consulting services will be \$24,000.00, payable as \$4,000.00 per month, with fees and expenses to not exceed \$25,000.00, for the term January 1, 2023, through June 30, 2023. This agreement does not include any legal representation, only State governmental consulting services.

I look forward to assisting The Town of Loxahatchee Groves in your goal to obtain appropriations.

Sincerely,



David E. Ramba

Alison B. Dudley

Alison B. Dudley is a native Floridian born in West Palm Beach, Florida. She attended Stetson University and received her B.S. in Political Science from the University of South Florida in Tampa. Alison has been involved in the political process for over 30 years. She currently is President of A. B. Dudley & Associates, a political consulting firm specializing primarily in health care, appropriations and energy issues.

Alison is a former aide to a House Member from Pinellas County, after which she worked in the Governor's Legislative Affairs department. Alison later became the Legislative Liaison at the Florida Lottery under then Lottery Secretary Rebecca Paul. Following the Lottery, Alison moved to the private sector and worked for Texaco in Atlanta, Georgia, where she did government relations, media relations and community relations in Florida, South Carolina, Kentucky and Tennessee. In 1994 Alison was recruited to open a Tallahassee lobbying office for a statewide lobbying firm and managed over 38 clients.

Alison formed her own company in 2002 and currently represents the Florida Radiological Society, Community Bridges, Inc., Place of Hope and the Judicial Assistants Association of Florida. She has successfully achieved budget increases and passed significant legislation on behalf of her clients.

Alison lives in Tallahassee with her husband, Charlie, and they have two children Chas, who lives and works in New York City, and Emily, a student at SMU in Dallas, Texas.

Agreement

A.B. Dudley and Associates (hereinafter referred “Firm”) and Town of Loxahatchee Groves (hereinafter referred to as “Loxahatchee Groves”), hereby enter into this agreement on the date set forth herein by execution, as follows:

(1) *Scope of Services:*

(a) Firm shall be available to Loxahatchee Groves for political guidance and legislative and executive branch lobbying. Firm shall coordinate meetings with key legislators, legislative staff, and upon request by Loxahatchee Groves to facilitate state support for and understanding of the Loxahatchee Groves’ issues.

(b) Firm shall be available to advise and counsel Loxahatchee Groves concerning Florida legislative matters, including the review and drafting of legislative budget proposals and amendments to pending measures.

(c) The scope of this contract does not include representation of Loxahatchee Groves in civil proceedings or criminal investigations or prosecutions. The scope of this contract does not include contract procurement or the litigation of bid protests or rules under chapter 120, Florida Statutes.

(d) Firm shall be registered to lobby the legislative branch on behalf of Loxahatchee Groves. Loxahatchee Groves shall timely execute all lobbying forms required by the state of Florida.

(2) *Compensation.* Beginning December 1, 2022, through June 20, 2023, the Firm will provide the above listed services for an agreed upon fee of \$35,000 due in full no later than February 1, 2023.

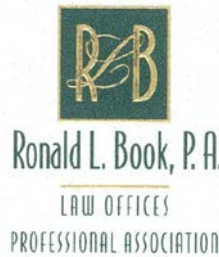
(3) *Expenses.* Loxahatchee Groves authorizes Firm to incur all reasonable expenses in connection with this agreement including, but not limited to, telephone charges, copying and facsimile charges, and lobbying and travel expenses. Loxahatchee Groves agrees to pay for such expenses and to promptly reimburse Firm upon billing for such expenses in the event that Firm has advanced such expenses.

- (4) **Arbitration.** In the event of disagreement between the parties respecting this contract, the dispute shall be referred to arbitration in Leon County, Florida, and in accordance with Florida law. Each party shall appoint an arbitrator and the two parties together shall select a third arbitrator. The decision of a majority of the arbitrators shall be final and binding between the parties. The cost of arbitration shall be borne equally by the parties. The parties agree that this contract shall be governed by Florida law.
- (5) **Entire Agreement.** This contract contains the entire agreement between the parties respecting this matter. This contract shall not be modified except by written agreement signed by the parties.
- (6) **Termination of Contract.** Upon sixty (60) days written notice to the other, either party may terminate this agreement. In the event of termination by Loxahatchee Groves, any unpaid fees or expenses due the Firm shall be payable through the effective date of termination.
- (7) **Ethical and Legal Considerations.** The Firm agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of Loxahatchee Groves under this agreement, including applicable lobbyist compensation reporting requirements under Florida law.
- (8) **Confidentiality.** The Firm will treat any and all information, communications, or materials of Loxahatchee Groves as confidential and will not disclose or divulge same unless otherwise directed or authorized by Loxahatchee Groves or ordered to do so by a court of competent jurisdiction.

Dated this _____ day of _____, 2022.

Alison B. Dudley
A.B. Dudley and Associates

Town of Loxahatchee Groves



November 21, 2022

Ms. Francine Ramaglia, Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

Dear Ms. Ramaglia,

It is with great pleasure that we submit our proposal of qualifications to provide lobbyist services to the Town of Loxahatchee Groves. Our long history of service to government entities gives us the experience and expertise required to represent the Town of Loxahatchee Groves in navigating the complexities of securing specific budget priorities, crafting strategies to achieve success in the passage or defeat of legislation, and engaging with the executive and regulatory agencies who are vital in the implementation of appropriations or regulatory rule making. We are eager to work as your advocate, providing you with reliable representation and strategic direction to navigate the political landscape in every arena of Florida government.

Ronald L. Book, P.A. is considered one of the leading lobbying firms in the state, with unparalleled experience in the appropriations process. The firm is consistently ranked in the top five Tallahassee lobbying firms among various media sources and others who follow Tallahassee politics. Established in 1987, the firm has a long history representing Fortune 500 companies, sports teams and sports facilities, government entities like cities and counties, hospitals and health care districts, professional associations, and not-for-profit groups. Our law firm works exclusively in the government affairs arena, specializing in legislative and executive advocacy, strategic planning, and general government consulting. We are proud to be involved in the legislative process 365 days-a-year. We are a bipartisan firm that enjoys extensive relationships with the legislature and executive branch, allowing us to be effective in today's political climate.

Our Approach: We abide by three key principles when organizing and managing lobbying activities and projects for our clients and would use these as guiding principles in our representation of the Town of Loxahatchee Groves.

1. **Be Prepared.** We advise our clients on and give guidance as needed in the preparation of a substantive legislative agenda, with concise, defined goals that are readily available prior to the commencement of the legislative session. We find that holding workshops together to discuss and refine priorities is often helpful in identifying needs and prioritizing requests. It is also important to be prepared every time, as a lobbyist, when walking through the doors of the state Capitol. We prepare by learning and knowing your issues, so that we can easily communicate the message. We are well prepared for every interaction with a legislator or staff member and every committee appearance. We are also prepared with support materials, including draft language, talking points and budget figures. Providing accurate information in a professional and timely fashion is critical to success.
2. **Work Hard.** In Tallahassee, there is no substitute for hard work. We are proud that our team, collectively, is known for our hard work and aggressive representation of clients. We start early and finish late. Issues at the state Capitol can change in an instant. As a client, it is important for you to know that we are available 24-hours a day, 7-days a week during the legislative session. We know that to be successful, every minute counts. Whether it is weekend budget conference meetings or late-night floor debate and amendments, our team will

be in the Capitol representing the Town's interests. We have the dedication and determination to get the job done.

3. **Communicate.** Ease in communication and accessibility are essential to accomplishing your goals. We have an open-door policy in our office and will make ourselves easily available to the Town officials and staff. We are easily reachable, through phone, email, text messages, and our office staff always knows where to find us. Whether it is a quick meeting in the Capitol to review a newly filed amendment, a late-night review of the activities of the day or an early morning meeting or conference call with a committee chairman, we are prepared to communicate with you – and communicate your message – at all hours. We also take great pride in providing informative, accurate and timely reports, email updates as necessary, and in-person appearances as requested.

Due to the fast-paced nature of the legislative process, our approach must be aggressive and seamless. That is why we make every effort to be available at a moment's notice to discuss strategy, provide intelligence or respond to a crisis. Furthermore, we pledge that we will treat every issue – every amendment, every bill, and every budget request – as a priority, and we will adopt a proactive approach. We understand that the legislative process is not a process that begins and ends in the 60-day legislative session, but rather a year-round process that requires constant vigilance, commitment, and dedication.

Additional deliverables for our approach are as follows:

- Assist the Town in the development of its legislative program as well as in the development of off-season advocacy and activities, including arranging meetings with legislators and workshops
- Provide legal and legislative research regarding current issues of interest to the Town, while understanding the history of any issue and the affect the current question at hand would have on the Town
- Develop and evaluate strategy for the support, opposition or amendment of legislation or rules
- Testify, advocate, and lobby before the state Legislature, Governor and Cabinet, coordinate testimony of Town officials and staff as necessary at state agency hearings, budget meetings, rulemaking workshops or other meetings of an administrative or legislative nature
- Develop Town funding requests with staff and advocate on behalf of the same before the State legislature and executive branch of State government, including the office of the Governor as well as before state agencies
- Testify, advocate, and lobby before the state Legislature, Governor and Cabinet and coordinate testimony of Town officials and staff as necessary
- Raise, discuss, and recommend any legislative action that may benefit the Town and work to develop as needed
- Work with the Town officials and staff with key legislators, staff, agency officials, executive officials and the Palm Beach County delegation, local Palm Beach County officials to maintain working relationships with all.

RONALD L. BOOK, P.A. TEAM: Ronald L. Book, P.A. has led Florida's government relations industry in providing quality, affordable state legislative lobbying services to a variety of entities across Florida. We began that work more than 30 years ago, and continue to do so because we believe that local government leaders and their constituents deserve the same competent, experienced, and professional representation as private sector interests. We provide a high-level of service and we strive to let the results speak for themselves. Our proposal to represent the Town of Loxahatchee Groves is rooted in our firm's tradition of providing our clients with lobbying services that deliver results, professionals with decades of Tallahassee experience, considerable relationships, and a reputation for excellence. We are known for our experience in the legislative process and the appropriations process. Each of the professionals in our proposal has worked in, or around government, for their entire careers. Combined, our team has over 100 years of experience in and around the legislative process in Tallahassee.

RONALD L. BOOK, Esq. | President and CEO: Mr. Book is President and Chief Executive Officer of Ronald L. Book, P.A., a law firm that specializes in government affairs. Established in 1987, it is considered one of the premier lobbying firms in the state. Ron's history in the Florida political process dates back to the 1970's, when he began working for the Florida Legislature. He later served as Special Counsel to Florida Governor Bob Graham and as Director of the Administrative and Governmental Law Department for Miami-based Sparber, Shevin, Shapo, Heilbronner & Book, one of Florida's most influential law firms from 1977 to 1987.

Since opening his own firm in 1987, Ron has developed a client list that is literally a “who’s who” of local governments, business and industry, health care and not-for-profit associations. His reputation as a hard worker, dedicated to his client’s causes, has earned him a place in the upper echelon of Tallahassee power. Associates, clients, and lawmakers describe Ron Book and his firm as committed, tenacious, knowledgeable, and credible.

It is difficult to narrow Mr. Book’s areas of expertise to simply a few. He has experience with a vast array of issues including appropriations, economic development, environmental remediation, public finance and tax issues, human and social services, transportation, growth management, health care, seaports, and aviation, and many, many more. If it is an issue that you have read about, Mr. Book has been at the center of the debate, influencing the decisions of policymakers for the past 45 legislative sessions. Over his career, Mr. Book is responsible for literally, billions in appropriations to various clients. Mr. Book has the following legacy accomplishments, of which the firm is very proud.

- Negotiation of Port of Miami Tunnel Project, which Mr. Book revived after it was shelved by the Governor
- Passage of the Extremely Low-Income housing program and \$30 million in initial funding
- Reauthorization of the Affordable Housing Surtax for Miami-Dade County
- Dedicated revenue source amounting to millions for the Miami Project to Cure Paralysis
- \$50 million special appropriation for Jackson Health System
- Passed legislation authorizing a long-term lease (\$1 per year) of the South Florida Evaluation and Treatment Center for Miami Dade County, which yielded an \$18 million savings to the County
- \$55 million for the Port of Miami Deep Dredge

Mr. Book is a member in good standing of the Florida Bar. He is a registered lobbyist and a member of the Florida Association of Professional Lobbyists (FAPL).

KELLY C. MALLETTE | Senior Director of Government Affairs: Kelly Mallette has been a lobbyist in the firm for 20 years. She provides lobbying and advocacy services for numerous firm clients, including not-for-profit organizations, professional associations, and multiple local governments. She has been instrumental to the firm in securing funding for special projects and making various substantive changes which are now law in Florida. Kelly is known amongst the firm’s clients for her superior communication skills, both verbal and written. It’s not unusual for a client to see Kelly’s writing end up in official documents like veto messages, speeches, and substantive legislation. Kelly’s experience as a Senate aide to the former Chairman of the Senate Appropriations Subcommittee on Health and Human Services has provided her with a unique insight into Florida’s budget process, including knowledge of important policies and priorities, and strong relationships with appropriations staffers.

Kelly’s entry into Tallahassee politics began many years ago, when, at the age of 19, she worked as an intern to one of Florida’s most recognized lobbyists. She later served as Senior Policy Advisor to the Mayor of Miami. Active in Republican politics, Kelly is on the Board of Directors of the Miami-Dade Republican Party and is also the chair of the Finance Committee. She was named Republican of the Year for Miami-Dade County in 2015, and she has been a delegate at each of the last three Republican National Conventions. Kelly recently served a 4-year term as a Commissioner in the Village of Biscayne Park, her hometown.

She is a registered lobbyist and a member of the Florida Association of Professional Lobbyists (FAPL).

RANA G. BROWN | Government Affairs Consultant: Rana Brown joined Ronald L Book, P.A. in 2008 and specializes in legislative procedure with emphasis on state and local government and various private sector interests. Ms. Brown works directly with all firm local government clients, providing direct legislative and appropriations services, and for the Florida Regional Councils’ Association, a statewide organization. Her work with multiple local governments as well as with the Florida Regional Councils’ utilizes her in-depth knowledge of municipal issues. Prior to joining Ronald L. Book, P.A., Ms. Brown headed the Advocacy Department of the Greater Miami Chamber of Commerce where she was tasked with an overall restructure of the Chamber’s government affairs department, to address issues affecting the business community at the local, state, and federal levels. Prior to her work at the Chamber, Ms. Brown held the position of Assistant Director of Intergovernmental Affairs within the office of the Mayor of Miami-Dade County, where she worked on behalf of the County before the Florida legislature, state agencies and executive branch. Ms. Brown’s experience also includes nine years as staff in the

Florida Senate, several of which were in the office of the Senate President, and six years as a legislative assistant to a South Florida legislator.

Ms. Brown holds a B.A. in History from Florida State University. She is a registered lobbyist and a member of the Florida Association of Professional Lobbyists.

GABRIELA NAVARRO | Associate Consultant: As the newest hire to Ronald L. Book, P.A., Gabriela Navarro brings her knowledge of the political process and unmatched work ethic to the firm. Her experience in various levels of Florida government is invaluable to clients from various industries. Due to that diverse experience, Gabriela will work with clients across the firm's portfolio while handling multiple matter sin front of the legislature.

Gabriela's political career began when she, as a college student, accepted an internship in one of Florida's most recognizable lobbying and public affairs firms. During her time there, she was promoted to an associate before the age of 22. Her duties included both lobbying and managing local and judicial campaigns. More recently, she served as the lead legislative aide to a state representative in the Miami-Dade Legislative Delegation. As a House aide, her duties included acting as a liaison to municipalities, elected officials, businesses, and community organizations in the district. She was also responsible for overseeing legislative efforts, including budget and substantive issues.

In summary, our long history of service representing a wide variety of entities before the State will enable our firm to draw on our experience and expertise to assist the Town in navigating the complexities of securing specific budget priorities, crafting strategies to achieve success in the passage or defeat of legislation, and engaging with the executive and regulatory agencies who are vital in the implementation of appropriations. We are eager for the opportunity to work as your advocate, providing you with reliable representation and strategic direction to navigate the political landscape in every arena of Florida government. Our firm is fully prepared to coordinate with the Town to lead your state lobbying effort and provide a full range of lobbyist services outlined within our proposal.

As you review our qualifications, we ask that you keep in mind that our firm offers over 100 years of combined experience in Florida politics, relationships built brick-by- brick, over decades. We also have extensive experience in the appropriations process which has yielded billions in funds to our clients on a wide range of programs and projects. As such, we believe that we are uniquely qualified to provide effective representation that brings meaningful results to the Town of Loxahatchee Groves. It is in that spirit that we submit this response. Thank you for the opportunity to be considered.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ronald L. Book', written in a cursive style.

Ronald L. Book
President and CEO

November 22, 2022

Francine Ramaglia, Town Manager
Town of Loxahatchee Grove
155 F Road
Loxahatchee Groves, FL 33470

Dear Town Manager

For the past twenty years Pittman Law Group, P.L. (PLG) has proudly represented before the State of Florida the interests of numerous private industries, corporations, and associations throughout the state and region. Given our experience as well as our relationships in the Florida Legislature, we believe that we can contribute to the advancement of the Town of Loxahatchee Grove's priorities. Upon review of our legislative experience, we hope you find that our team will provide value to the Town of Loxahatchee Grove's legislative efforts.

Firm History

Founded in 2001, Pittman Law Group, P.L. (PLG) is a boutique law firm that provides valued expertise to our clients in the areas of administrative law, government law, business law, public finance, and government relations. PLG's attorneys utilize their legal and governmental expertise to provide effective counsel to corporations, local governments, associations, and not-for-profit organizations.

Our diverse client list includes some of the largest local governments in Florida which assign our firm to a plethora of important issues including data privacy and the regulation of social media platforms. PLG is also proud to represent several of our country's Fortune 500 companies such as Florida Power and Light, HCA Healthcare, Waste Management, Uber Technologies, AT&T, and Wal-Mart Stores Inc. which illustrates our versatility and range of competency.

We strive to provide the ultimate standard of representation in a responsive, efficient, and effective manner. Our staff quickly analyzes issues and advises our clients on appropriate strategies. With a breadth of experience fulfilling client needs, PLG has the experience necessary to achieve the Town of Loxahatchee Grove's legislative priorities. Pittman Law Group is a registered Disadvantaged Business Enterprise, Minority Business Enterprise, and Small Business Enterprise on the local, state, and federal levels.

Team Experience

The Pittman Law Group boasts a team of skillful legal minds that provide effective counsel to a diverse client list. Our team has a combined 55 years of experience in advocacy work, is deeply ingrained in the advocacy for Florida's municipalities with an emphasis on South Florida and Palm Beach County.

Attorney Sean Pittman is the Senior Attorney and Managing Partner of Pittman Law Group, P.L.. For the past 21 years Sean has been involved in the Legislative process representing some of the most sought-after clients in Florida and the Nation. Sean has represented the Associated Industries of Florida, Walmart, AT&T, and many other businesses in a variety of policy and appropriation issues ranging from local preemption to deregulation. Sean is well equipped in the rules and regulations of corporations and issues impacting business in Florida. Further, for the past two decades Sean has served as an administrative lawyer and currently serves as the General Counsel for the National Bar Association. Sean has served on a plethora of State and National Boards including but not limited to his service as the Past President of the Orange Bowl Committee, the Board of Directors for Hancock Whitney Bank, and the Florida State University Foundation's Board of Trustees.

Evan Steinberg serves as a member of the Pittman Law Group's Government affairs team in our Tallahassee office. Evan has a variety of experiences at each level of government. Evan's experiences provide a holistic view to government affairs through an analytical and client-focused lens. He is well-versed in the legislative process and brings a fresh perspective to our firm's efforts during the legislative session and in serving our clients throughout the year. Evan graduated from Florida State University with a degree in Social Science with a focus in Emergency Management, Homeland Security, and US Intelligence.

How We Can Be of Service

Our firm understands the importance of working with staff and legislative leaders who are more permanent fixtures in the process and stand the test of time. Our relations extend to the elected representatives to the staff members who support them. Additionally, our long-standing relationships with key members on both sides of the aisle has significantly enhanced our success in the legislative process.

Our learned strategies and aggressive advocacy provide invaluable experience to our clients and their initiatives. We strive to provide excellent representation to all of our clients and to ensure they accomplish their goals. We utilize a client-focused approach to ensure that all of our clients' needs are not only met but exceeded.

When taking on a new client, we are committed to ensuring our bandwidth can ensure the quality service we historically have provided can be provided into the future. Through our data-driven and legislative foresight we ensure each client is provided with results. As such, we are proactive in our approach to every issue, amendment, bill, and budgetary request.

Given our capabilities, we would love the opportunity meet with you and further discuss how we can be of service to the Town of Loxahatchee Groves. In the meantime, please know that our firm stands ready to engage with you and the issues that impact you. If we can answer any questions or address any concerns, please do not hesitate to write me at sean@pittman-law.com or contact our office at (850) 216-1002. Thank you for your consideration.

With warm Regards,

Sean Pittman
Owner & Managing Partner
Pittman Law Group

TOWN OF LOXAHATCHEE GROVES

Government Affairs and Lobbying Services

November 22, 2022

PREPARED BY

GRAYROBINSON

Joseph R. Salzverg

Shareholder

333 SE 2nd Avenue, Suite 3200

Miami, Florida 33131

305.913.0532

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**Denotes non-attorney professional.*

Town of Loxahatchee Groves
Town Manager Francine Ramaglia
155 F Road
Loxahatchee Groves, FL 33470

November 22, 2022

Dear Ms. Ramaglia,

On behalf of GrayRobinson, we are pleased to offer this proposal to provide Government Affairs and Lobbying Services for the Town of Loxahatchee Groves (the Town). We present the enclosed qualifications that prove we are exceptionally qualified to provide these services. As a result of providing local and state lobbying services to Florida's cities and counties for more than five decades, GrayRobinson has a thorough understanding of the work to be done and commits to its timely performance. Our team provides the full spectrum of Florida state lobbying representation, including legislative policy and appropriations, executive branch representation including assistance with executive branch relationship development, and various funding mechanisms including grant opportunities.

The GrayRobinson Government Affairs and Lobbying Group includes three former Speakers of the Florida House of Representatives, a former State Senator, a former Florida House and Senate General Counsel, a former Florida Governor Chief of Staff, a former counsel to the Speaker of the Florida House, a former Secretary of the Florida Department of Environmental Protection, multiple local government finance and policy experts, and former political consultants. We have earned a reputation for providing exceptional advocacy through a proactive and organized team approach. We take pride in selecting the team best suited to meet our clients' needs, entrenching ourselves in the issues, and creating a proactive plan tailored to their objectives. We are in constant contact with our clients to discuss the ever-changing political environment and advise whether we stay on course or alter our path to success.

Our professional and political acumen extends beyond the state's capital. With 14 offices located across Florida, GrayRobinson professionals provide our clients with a local connection throughout the state. This means that in addition to our decades of experience working with state government, we also maintain ongoing, comprehensive knowledge of what is happening at the local level and are constituents to members of the Palm Beach County Delegation. Our experience in advocating for (and sometimes against) substantive legislation, pursuing worthy regulatory reforms, advocating within and successfully working the amendatory and appropriations processes, and our general understanding of legislative and executive branch lobbying makes GrayRobinson ideally suited to serve the Town in this capacity.

Our team of professionals provides a combination of in-depth knowledge of municipal representation and regular access to legislative leaders. We hope you will recognize the exceptional assets of GrayRobinson's professionals and favorably consider this proposal. We look forward to hearing from you.

Sincerely,



Joseph R. Salzverg

Shareholder
GrayRobinson

FIRM OVERVIEW

THRIVING WHERE OPPORTUNITY AND RISK CONVERGE.

GrayRobinson is a multidimensional team of professionals providing integrated legal, lobbying, and regulatory services to leading and emerging businesses, state and local governments, industry stakeholders, and entrepreneurs nationwide. We are agile, adaptable, and fully embedded to deliver results at the local, state, and federal levels.

We thrive where opportunity and risk converge. For us, growing and protecting your enterprise is a collective endeavor that requires a diverse network of talent and a clarity of ideas to overcome constraints and harness forward momentum. Our strategies and approach go beyond the conventional. We're focused on outcomes – not barriers – to help create possibilities, cultivate conditions for optimal growth, and build resilience to rapid change.

Grounded by more than fifty years of service and advocacy, we are intimately connected to Florida's dynamic economy. Our people have helped transform commerce and communities across the Sunshine State, and our growing ecosystem of resources and relationships has expanded to our nation's capital and beyond. We collaborate with clients nationally from 15 key markets in Florida and Washington, D.C.

BUILT ON INDIVIDUAL INSTINCTS, SHAPED BY SHARED EXPERIENCES.

Built on individual instincts and shaped by our shared experience, we support and develop professionals who collaborate across service lines to strengthen strategic alliances, tap meaningful spheres of influence, and reframe critical conversations. We evolve alongside our clients in pursuit of new and different ways to help rewrite the future of business.

BOCA RATON One Boca Place 2255 Glades Rd. Suite 301E Boca Raton, FL 33431	FORT LAUDERDALE 401 E. Las Olas Blvd. Suite 1000 Fort Lauderdale, FL 33301	FORT MYERS 1404 Dean St. Suite 300 Fort Myers, FL 33901	GAINESVILLE 643 SW 4th Ave. Suite 110 Gainesville, FL 32601
JACKSONVILLE 50 N. Laura St. Suite 1100 Jacksonville, FL 32202	KEY WEST 221 Simonton St. Key West, FL 33040	LAKELAND One Lake Morton Dr. Lakeland, FL 33801	MELBOURNE 1795 W. NASA Blvd. Melbourne, FL 32901
MIAMI 333 SE 2nd Ave. Suite 3200 Miami, FL 33131	NAPLES 3838 Tamiami Trail N. Suite 410 Naples, FL 34103	ORLANDO 301 E. Pine St. Suite 1400 Orlando, FL 32801	TALLAHASSEE 301 S. Bronough St. Suite 600 Tallahassee, FL 32301
TAMPA 401 E. Jackson St. Suite 2700 Tampa, FL 33602	WASHINGTON, D.C. 99 M St. SE Suite 725 Washington, D.C. 20003	WEST PALM BEACH Northbridge Centre 515 N. Flagler Dr. Suite 650 West Palm Beach, FL 33401	

GOVERNMENT AFFAIRS AND LOBBYING

GrayRobinson professionals have been providing federal, state, and local lobbying and government affairs services for more than 50 years. As detailed throughout our proposal, the GrayRobinson team has extensive experience representing local governments before the legislative and executive branches of Florida's government. Throughout the last several decades, GrayRobinson professionals have served as counsel to the State of Florida, the Florida House of Representatives, governors, legislators, cities, and counties. Due in large part to our excellent relationships with elected and appointed officials at the local and state levels, we have successfully represented public sector clients before Florida governmental entities on everything from legislative appropriations and procurement to environmental projects, economic development, and access to grant funding. GrayRobinson professionals are highly involved in Florida's government and political processes and we understand how state and local government truly work.

Our team's success in helping navigate our clients to victory within the halls of government is evident in our recognition as the "Legal-Lobbying Firm of the Year" by *INFLUENCE Magazine* in 2019 and 2021, and our recurring position on the *Florida Politics* list of the top-earning lobbying firms in the state. With registered state and federal lobbyists, GrayRobinson professionals are members of countless organizations and recipients of multiple awards and accolades, including:

- *Best Lawyers in America*, Government Relations Practice
- *Best Lawyers in America*, Lawyer of the Year, Government Relations Practice
- *Best Lawyers in America*, Ones to Watch
- *Business Journal*, Most Influential Businessperson
- *City & State Florida*, The Florida Power 100
- Florida League of Cities, Home Rule Hero Award
- *Florida Politics*, 30 Under 30 Rising Star
- *Florida Politics*, Florida Politician of the Decade
- *Florida Trend*, Legal Elite, Government & Administrative Law
- *Florida Trend*, Florida's 500: Florida's Most Influential Business Leaders
- *INFLUENCE Magazine*, Lobbying Industry's Rising Star
- *INFLUENCE Magazine*, Legal-Lobbying Firm of the Year
- *INFLUENCE Magazine*, The INFLUENCE 150: The Most Influential People in Florida Politics
- *The Hill*, Top Lobbyist
- *The Hill*, DC's Top Hired Guns

The GrayRobinson team has the knowledge and long-term experience essential to prepare and introduce legislation, both general bills and amendments, in favor of our clients' activities and services through the House, Senate, and Governor's Office. Our team of lobbyists and attorneys has drafted all manner of legislation ranging from significant pieces of legislation to minor but essential amendments and everything in between. The team also has extensive experience preparing, submitting, and securing timely approval of legislative budget requests and reviewing documents related to grant applications and legislative funding request applications.

Our team has had decades of success representing clients before Florida's regulatory agencies, including, but not limited to the Florida Department of Environmental Protection (DEP), Division of Emergency Management (DEM), Florida Department of Transportation (FDOT), Department of Education (DOE), Department of Economic Opportunity (DEO), and Florida Fish and Wildlife Conservation Commission (FWC).

At GrayRobinson, we are *unrelenting* in our commitment to serving our clients' needs, *undeterred* by the complexity of the issues we face, and *unwavering* in our support of the communities where we work. As such, whether it is on our own or in collaboration with other Florida lobbying firms, GrayRobinson will provide the Town

with an exceptional depth of legal, policy, budgetary, and political backgrounds and skillsets to achieve your goals.

Connections

GrayRobinson professionals go to great lengths to build long and lasting relationships with key decision-makers. With 14 offices throughout Florida and an office in Washington, D.C., we get to know legislators, agency heads, key staff, and other elected officials in their hometowns. We support their causes, are involved in the same civic organizations, and we are their neighbors and friends. Given our size, scope, and growth strategy over the years, rarely does a local leader ascend to a role in state government without significant familiarity with GrayRobinson as a firm or a direct relationship with one or more of our professionals throughout the state. We utilize the long-established relationships our team has built on trust, honesty, and forthright interactions on behalf of our clients and their priorities.

We assemble our teams strategically to provide you with the most appropriate legal, policy, budgetary, and political backgrounds and skillsets. We also maintain excellent working relationships with all agency heads in the current DeSantis administration and Cabinet, as well as all those recently elected in the 2022 Midterm Election. We utilize these relationships to help inform our clients about the political outlook of the governor and legislators and the impacts of key policies and programs within Florida.

LOCAL GOVERNMENT EXPERIENCE

GrayRobinson professionals have represented local governments in the legal and lobbying context for over 50 years. Through these representations, we have gained invaluable experience and skill representing the public sector before the legislative and executive branches of state government. We have represented local government clients on a wide range of issues, from land use to appropriations, economic development to utilities, and everything in between. We are active in the political process, maintaining close and meaningful relationships with legislators, statewide and local political leaders, and elected and appointed officials within Palm Beach County.

Serving Florida's local communities is at the very core of our culture. Beginning with our founding partner, J. Charles "Charlie" Gray, who served as Orlando City Solicitor in the 1960s and later as Orange County Attorney in the 1970s, the core understanding shared throughout the firm is the vital importance of serving local government entities. In Charlie's own words, "if you grow your community, you will grow your firm." Our current roster of lobbying clients includes more than 40 Florida counties, cities, and special districts located throughout the state, as well as the Florida League of Cities and the Florida Association of Counties.

GrayRobinson professionals are devoted to federal, state, and local advocacy on behalf of Florida's local governments, and we strongly believe in utilizing the legislative and appropriations process for the direct benefit of local communities and citizens. We are passionate about the growth and betterment of our state, and that includes supporting the fortitude of the communities where we live and work.

PROFILES



Joseph R. Salzverg

Shareholder
Miami/Tallahassee

joseph.salzverg@gray-robinson.com
305.416.6880

Focus

- Administrative and Regulatory
- Government
- Government Affairs and Lobbying
- Land Use Law
- Real Estate

Joseph is a Miami native with over a decade of experience in Florida's political and public policy arenas. He has served as a campaign manager and political consultant to several members of the Miami-Dade Legislative Delegation dating back to the 2010 election cycle. He continues to enjoy very productive relationships with members of the delegation.

Joseph currently lobbies Florida's legislative and executive branches of government on issues including appropriations, food manufacturing and distribution, growth management and construction, health care, insurance, local government, regulated industries, and utilities.

He also represents clients before local governments on procurement, land use, and general government matters. Joseph has successfully represented clients before Miami-Dade County and its various agencies, as well as municipalities throughout Broward, Miami-Dade, Monroe, and Palm Beach Counties.

Notably, Joseph assists corporate and nonprofit interests in market entrance strategies and community engagement initiatives throughout South Florida. During his representation, Joseph has developed a market entrance and community network strategy for a Fortune 50 company that engages local government and nonprofit partners. This strategy has become a national model for similar efforts.

While in law school, Joseph served as a Legislative Analyst on the Regulatory Affairs Committee in the Florida House of Representatives. During this time, he was responsible for researching, analyzing, and drafting proposed legislation related to banking and insurance regulation, business and professional regulation, and energy and utilities regulation. Subsequently, he was a law clerk with the City of Miami, Office of the City Attorney. In that capacity, he handled zoning, land use, municipal legislation, and general government matters.

Recognition

- *Best Lawyers in America: Ones to Watch*, 2021-2023
 - Administrative / Regulatory Law

- Government Relations Practice
- Land Use and Zoning Law
- Florida Super Lawyers, Rising Star, 2022
- "Lobbying Industry's Rising Star," *Influence Magazine*, 2016
- "30 Under 30 Rising Star," *Florida Politics*, 2014

Insights

- "2022 GrayRobinson Special Session Wrap-Up: Property Protection in Florida," Webinar, June 16, 2022
- "2022 GrayRobinson Florida Legislative Session Wrap-Up," Miami, April 14, 2022
- "2022 GrayRobinson Florida Legislative Session Wrap-Up," Fort Lauderdale, April 13, 2022
- "What Does a Lobbyist (Actually) Do?" American Bar Association, July 6, 2021
- "2021 GrayRobinson Florida Legislative Session Wrap-Up," Webinar, May 18, 2021
- "Commercial Real Estate Legal Updates," CREW Fort Lauderdale/Boca Raton "Coffee with CREW," May 2021
- "GrayRobinson Florida Legislative Session Weekly Roundup," March 26, 2021
- "The Winners Circle: Covering Florida's Election Results," November 4, 2020
- "How has the pandemic affected legislative enactments?" National Association of Industrial and Office Properties, South Florida Chapter Webinar, October 22, 2020
- "Who's in and Who's Out?" GrayRobinson Post-Election Pop-Up Forum, August 19, 2020
- "Being a Lawyer in the Modern World," Florida State University College of Law, Cuban American Bar Association, February 18, 2020
- "2019 GrayRobinson Florida Legislative Session Wrap-Up," Fort Lauderdale, May 22, 2019
- "2019 GrayRobinson Florida Legislative Session Wrap-Up," Miami, May 21, 2019
- "Look-Back at 2018 Legislative Session; Look-Ahead to 2019," Florida Section Air and Waste Management Association 54th Annual Conference and Expo, Jupiter, Florida, October 24, 2018
- "2018 GrayRobinson Florida Legislative Session Wrap-Up," Miami, April 10, 2018

Media

- "GrayRobinson Promotes Four Attorneys to Shareholder," *Law360*, September 9, 2021
- "Personnel note: Joseph Salzverg Elevated to Shareholder at GrayRobinson," *Florida Politics*, September 7, 2021
- "Winners and Losers Emerging From the 2021 Legislative Session," *Florida Politics*, May 3, 2021
- "Fourth Floor Files," *INFLUENCE Magazine*, April 2021
- "What's the Status of a Bill to Overturn Key West's Cruise Vote? It's Getting Narrower," *Miami Herald*, March 10, 2021
- "South Florida Real Estate Calendar for the Week of Oct. 19," *Miami Herald*, October 19, 2020
- "Downtown Development Authority to Seek Baywalk Funds," *Miami Today*, October 3, 2019
- "Downtown Tallies Legislative Wins but Worries About Vetoes," *Miami Today*, June 5, 2019
- "State Rep Provides Housing, Update," *Keys News*, May 9, 2018
- "Santa Fe College Looking to Expand Career Opportunities," WUFT TV/FM, February 14, 2018
- "Longboat Key Gains Exemption from State Utilities Bill," *YourObserver.com*, May 5, 2017
- "Florida LGBT Rights Push Reflects Changing Times," *Reuters*, May 2, 2017
- "Florida House Keeps Chipping Away at 'Liquor Wall,'" *Palm Beach Post*, March 14, 2017

Affiliations

- The Florida Bar
 - Governmental and Public Policy Advocacy Committee
- Cuban American Bar Association
- Zoo Miami, Board of Directors, 2022-present
- Florida International University Real Triumphs Faculty Award Committee, Member, 2021-Present
- Florida International University President's Council, Member, 2020-Present
- The WOW Center, Board Member, 2019-Present

Credentials

- J.D., Florida State University College of Law, 2015
 - College of Law Cuban American Bar Association
 - President, 2012 - 2015
 - Founder, 2012
 - Jewish Law Students Association
 - Founder, 2012
 - Vice President, 2012 - 2015
 - Peer Advisor, Office of Student Affairs
 - The Justice Raoul G. Cantero, III Diversity Enhancement Scholarship, Recipient
- B.A., University of Miami, Political Science and Business Administration, 2010

Admissions

- Florida

Languages

- Proficient in Spanish



Dean Cannon

President and Chief Executive Officer

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Focus

- Administrative and Regulatory
- Government Affairs and Lobbying
- Election Law
- Litigation

Dean Cannon is president and chief executive officer of GrayRobinson. An agile and affable leader, he guides the strategic direction of the firm through a collaborative approach with a focus on delivering exceptional service to clients and empowering the firm's professionals. Respected and appreciated by clients and colleagues alike, Dean believes in the power of community as the driving force behind positive change. He understands that technology, innovation, and creativity are redefining the practice and profession of law and supports a culture where a diversity of ideas and collective thinking are the catalyst for growth.

Dean is a natural connector and curator of relationships. He draws on his many years of successful public and private sector leadership to inform his decision making and mobilize the collective energy of the firm's nearly 300 legal and lobbying professionals. A thoughtful and perceptive ally, he helps clients and colleagues break through limitations to advance their priorities and realize success.

Dean's depth of experience and insightful perspectives are among his most powerful assets. He served in the Florida House of Representatives from 2004 until 2012. During his eight-year tenure, he played pivotal roles in property tax reform, growth management reform, health care and Medicaid reform, and major transportation infrastructure policy initiatives, among many others. He was selected by his peers to become Speaker of the House for the 2010 to 2012 term and is credited with leading the Florida House effectively during a time of great economic and political turmoil.

Dean's legislative and executive branch lobbying experience includes representing private clients and local government entities on issues including transportation, education, health care, insurance, and appropriations matters. He has also handled civil litigation, administrative law, and regulatory matters before the Division of Administrative Hearings, and appellate matters before district courts of appeal and the Florida Supreme Court. He represents several corporate clients, local governments, regional government entities, and local government-related associations.

Recognition

- *Best Lawyers in America*, Government Relations Practice, 2021-2023
- *City and State Florida*, Power 100 Most Influential Political Players in the Sunshine State, 2022

- *Florida Politics*, Florida Politician of the Decade, 2010-2020
- *Florida Super Lawyers*, selected for inclusion, 2022
- *Florida Trend*, Florida's 500: Florida's Most Influential Business Leaders, 2019-2020, 2022
- *Florida Trend*, Legal Elite, Government & Administrative, 2020
- *INFLUENCE Magazine*, The INFLUENCE 150, 2022

Insights

- "GrayRobinson Florida Legislative Session Weekly Roundup," April 9, 2021
- "Restoring Bilateral Trade Between Canada and Florida," GrayRobinson Webinar, March 11, 2021
- "The COVID-19 Overdose Crisis: 2021 Legislative Session," Project Opioid, February 11, 2021
- "The Winners Circle: Covering Florida's Election Results," GrayRobinson Webinar, November 4, 2020
- "Kitchen Table Talk on Reopening Florida Schools," GrayRobinson 101 Virtual Pop-up Forum, June 18, 2020
- 2019 Future of Florida Forum, Florida Chamber Foundation, October 28, 2019
- "Navigating the Thorny Issues of Preemption and Home Rule," Florida Association of Counties 2019 Annual Conference & Educational Exposition, June 13, 2019
- "Legislative Temperature and Trends—Major Issues Facing Florida Legislature," Economic Development Council of St. Lucie County, February 5, 2019
- "Lobbying 101," Florida Association of Women Lawyers Lobby Days, February 1, 2018

Affiliations

- Enterprise Florida, Board Member, 2019-2022
- Florida Association of Professional Lobbyists
- Kissimmee/Osceola County Chamber of Commerce
- Leadership Florida Cornerstone, Class 19
- Orlando Economic Partnership, Board Member
- Space Florida, Board Member, 2019-2022

Media

- "The INFLUENCE 150: The most influential people in Florida politics," *Florida Politics*, September 23, 2022
- "Lobbying compensation: Ballard Partners narrowly earns No. 1 in Q2," *Florida Politics*, September 6, 2022

Credentials

- J.D., University of Florida College of Law, 1992
- B.S., University of Florida, 1989

Admissions

- Florida



Christopher T. Dawson

Shareholder/Government Affairs Advisor
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Focus

- Government Affairs and Lobbying
- Government
- Environmental and Sustainability Law
- Construction
- Land Use Law

Chris is an attorney and professional lobbyist in the firm's Orlando office licensed to practice law in both Florida and Alabama. He primarily focuses on lobbying and government relations for public and private sector clients at the executive and legislative levels of state government, as well as before political subdivisions of the state, including counties, cities, airport authorities, transportation authorities, port authorities, school districts, and water management districts. He is credentialed as a Designated Professional Lobbyist by the Florida Association of Professional Lobbyists. Chris also holds two degrees in civil engineering and has experience in construction litigation and design professional malpractice defense.

Chris is a sixth-generation Floridian. He was born in Pensacola, Florida, and raised in nearby Santa Rosa County. Chris graduated from Pace High School, where he served as student body president. Five years later, he received his undergraduate degree in civil engineering from the University of Florida. Upon graduation, he passed the fundamentals of engineering exam and received the designation of Engineer in Training (EIT) from the Florida Board of Professional Engineers.

In 2013, Chris graduated magna cum laude from the University of Alabama School of Law. He pursued a joint degree at UA, also obtaining his master's degree in civil engineering with a focus on construction methods and management. In spring 2012, he served as a legal intern in the D.C. office of Congressman Mario Diaz-Balart. Additionally, he was a summer associate in the Legal Services Bureau of the Alabama Department of Transportation. Chris also worked as a graduate assistant in the University of Alabama College of Engineering. Though a Gator at heart, he has occasionally been known to utter "Roll Tide!"

Recognition

- *Best Lawyers in America: Ones to Watch*, 2021-2023
 - Administrative / Regulatory Law
 - Construction Law
 - Government Relations Practice
 - Land Use and Zoning Law
- "40 Under 40," *Orlando Business Journal*, 2019
- "30 Under 30 Rising Star," *Florida Politics*, 2016

Insights

- "Midterm Election Recap and 2023 Legislative Session Preview," ABC North Florida Chapter (Tallahassee), November 16, 2022
- "Construction Defect Legislation Overview and 2023 Legislative Session Preview," ABC North Florida Chapter (Pensacola), November 15, 2022
- "2022 Midterm Election Wrap-up," GrayRobinson Webinar, November 14, 2022
- "As Florida Reels from Ian, Elections March Forward - November 2022," Florida Roofing & Sheet Metal Contractors Association, Inc., November 7, 2022
- "Meet the Candidates 2022," Apopka Area Chamber of Commerce, October 11, 2022
- "Legislative Update and Election Analysis," Leadership Seminole, September 9, 2022
- "2022 Session Wrap-Up," Associated Builders and Contractors Florida First Coast Chapter, August 26, 2022
- "2022 GrayRobinson Special Session Wrap-Up: Property Protection in Florida," Webinar, June 16, 2022
- "Happy 100! Gubernatorial Appointments and Special Session," *Florida Roofing*, June 2022
- "2022 Legislative Session Wrap-Up," City of Belle Isle City Council, May 3, 2022
- "2022 Legislative Session At-A-Glance," *Florida Roofing*, May 2022
- "2022 GrayRobinson Florida Legislative Session Wrap-Up," Orlando, April 20, 2022
- "2022 GrayRobinson Florida Legislative Session Wrap-Up," Miami, April 14, 2022
- "2022 GrayRobinson Florida Legislative Session Wrap-Up," Fort Lauderdale, April 13, 2022
- "Legislature Approves "Tool Time" and Other Sales Tax Holidays," *Florida Roofing*, April 2022
- "2022 Legislative Session Wrap-Up," Florida Roofing and Sheet Metal Contractors Association Government Affairs Committee and Board of Directors, April 22, 2022
- "Legislative Update," Central Florida Roofing and Sheet Metal Association, February 24, 2022
- Florida Blue Key, Gator Day at the Florida Capitol, February 15, 2022
- Florida State University College Republicans General Body Meeting, February 8, 2022
- Guest Speaker, "Key Issues Legislature is Working to Solve," The Chamber Connection with Todd Thompson, February 7, 2022
- "2022 Legislative Session: The Top Five Issues," *Florida Roofing*, February 2022
- "Session Update," Florida Roofing and Sheet Metal Contractors Association Government Affairs Committee, January 26, 2022
- "2022 Florida Legislative Session Overview," Associated Builders and Contractors of Florida Legislative Conference, January 18, 2022
- "Governor DeSantis' Session Priorities," *Florida Roofing*, January 2022
- "2022 Florida Legislative Session Update," FRSA Self Insurers Fund Board of Directors, December 4, 2021
- "Legislative Update," Florida Surety Association Quarterly Meeting, November 18, 2021
- "Popcorn and Politics," Leadership Seminole Government Day, September 10, 2021
- GrayRobinson Construction E-lert: Environmental Constitutional Amendments Proposed as 2022 Ballot Initiatives, September 1, 2021
- "Florida Legislative Session: 2021 Recap and 2022 Preview," Clay County Utility Authority Board of Directors Meeting, August 17, 2021
- "Florida Legislative Session Wrap-Up," Associated Builders and Contractors of Florida Legislative Planning Conference, July 23, 2021
- "Impact Fee Reform Legislation Signed Into Law," *Florida Roofing*, July 2021

- "SB76 Changes," Central Florida Roofing and Sheet Metal Association Member Meeting, June 23, 2021
- "Florida Legislative Session Wrap-Up," City of Belle Isle City Council Meeting, June 1, 2021
- "Florida Legislative Session by the Numbers," *Florida Roofing*, June 2021
- "Florida Legislative Session Wrap-Up," Florida Roofing and Sheet Metal Contractors Association, Inc. Webinar, May 26, 2021
- "2021 GrayRobinson Florida Legislative Session Wrap-Up," Webinar, May 18, 2021
- "2021 GrayRobinson Florida Legislative Session Wrap-Up," Pensacola Chamber of Commerce Webinar, May 18, 2021
- "2021 Session Update: First Bills Across the Finish Line," *Florida Roofing*, May 2021
- "GrayRobinson Florida Legislative Session Weekly Roundup," April 16, 2021
- "Construction Defects Reform Legislation Takes Shape," *Florida Roofing*, March 2021
- "Session Preview," Greater Orlando Young Republicans, February 16, 2021
- "2021 Legislative Preview," Greater Pensacola Chamber, February 11, 2021
- "Session 2021 Preview: COVID-19 Liability Protections, Rioting and Public Safety Reforms," *Florida Roofing*, February 2021
- "2021 Legislative Update," ABC of Florida Legislator of the Year Program, January 14, 2021
- "Session is Coming! 2021 Construction Policy Proposals Take Shape," *Florida Roofing*, January 2021
- "2020 Election Recap," *Florida Roofing*, December 2020
- "The Winners Circle: Covering Florida's Election Results," November 4, 2020
- "Goodbye, Election! What Comes Next in the Florida Legislative Process," *Florida Roofing*, November 2020
- Moderator, "Purple State Politics: Discussing Florida's Unique Geographical and Political Diversity," October 8, 2020
- "Upset Alert! Incumbent Losses During the 2020 Primary Election," *Florida Roofing*, October 2020
- "Legislative Update," Florida Surety Association Quarterly Meeting, September 1, 2020
- "Where Are They Now? Tracked Bills of the 2020 Session," *Florida Roofing*, September 2020
- "Who's in and Who's Out?" Post-Election Pop-Up Forum, August 19, 2020
- Moderator, "Current State of the Construction Industry," GrayRobinson Virtual Community Leader Forum, August 13, 2020
- Emcee, Seminole County Regional Chamber of Commerce, Seminole Hob Nob, July 31, 2020
- "2020 Florida Election Overview," Greater Pensacola Chamber, July 28, 2020
- "From Curves to Cones: Hurricane Season in the COVID-19 World," *Florida Roofing*, June 2020
- "Keeping Roofing 'Essential'," *Florida Roofing*, May 2020
- "Update on Federal COVID-19 Employment and Business Programs," Seminole County Chamber and the Apopka Area Chamber, April 15, 2020
- "2020 Virtual Legislative Wrap-Up," Greater Pensacola Chamber, April 14, 2020
- "2020 Virtual Legislative Session Wrap-Up," Oviedo Winter Springs Regional Chamber of Commerce, April 9, 2020
- Greater Orlando Builders Association webinar, April 6, 2020
- Northwest Florida Days Business Leader's Breakfast, February 25, 2020
- "Local Government Contracting Bills on the Move!" *Florida Roofing*, February 2020
- Moderator, Apopka Area Chamber of Commerce Legislative Preview Breakfast, January 9, 2020

- Keynote Speaker, "2020 Legislative Session and Elections Update," Southwest Florida Roofing Contractors Association Annual Meeting, January 8, 2020
- "Legislative Session Preview," *Florida Roofing*, January 2020
- "Tricks and Treats in Tallahassee," *Florida Roofing*, November 2019
- Host, UF Community Speaker Series, Orlando, FL, October 1, 2019
- Florida Surety Association 3rd Quarter Meeting, Tampa, FL, August 15, 2019
- Moderator, Lake County 2019 Post Session Town Hall Meeting, Tavares, FL, August 13, 2019
- Moderator, Oviedo Winter Springs Chamber Monthly Luncheon, Winter Springs, FL, July 11, 2019
- Public Risk Management of Florida 2019 Educational Conference, Naples, FL, June 19-21, 2019
- Pensacola Chamber of Commerce's Gopher Club Meeting, June 2, 2019
- "2019 GrayRobinson Florida Legislative Session Wrap-Up," Fort Lauderdale, May 22, 2019
- "2019 GrayRobinson Florida Legislative Session Wrap-Up," Orlando, May 15, 2019
- "Session 2019: A Mixed (Plastic!) Bag for Florida Environmental Policy," GrayRobinson Government Relations and Lobbying Insight, 2019
- Moderator, "Legislative Preview Panel," Apopka Area Chamber of Commerce, January 14, 2019
- North Florida Chapter of Associated Builders and Contractors, October 2, 2018
- "State Economic and Customer Building Trends," 2018 Florida Natural Gas Association Operations and Marketing Conference and Tradeshow, September 19, 2018

Media

- "Meet the Candidates' Chamber event," *The Apopka Chief*, October 21, 2022
- "Primary Election Sends Dozens of Legislatures to Tallahassee - October 2022," *Florida Roofing*, October 10, 2022
- "FRSA and ABC of Florida win big with tool time sales tax holiday," *Florida Politics*, April 6, 2022
- "Governor DeSantis Signs SB 76 Into Law," *Florida Roofing and Sheet Metal Contractors Association "Roof Flash"*, June 11, 2021
- "Winners and Losers Emerging From the 2021 Legislative Session," *Florida Politics*, May 3, 2021
- Pensacola Expert Panel, Newsradio 92.3 FM/1620 AM, May 17, 2021
- "Apopka Chamber Names Chairs for 2022-23," *Apopka Voice*, February 25, 2021
- Just Vote Episode 8, WFBD/Blab TV, August 2020
- "Purple Florida: Lawmakers Prepare to Navigate COVID-19 in Politically Divided State," *Florida Politics*, October 8, 2020
- Florida House on Capitol Hill Trustee Newsletter, April 2020
- "Law360 Names Attys Who Moved Up the Firm Ranks in Q1," *Law360*, April 2020
- "GrayRobinson Promotes Dawson," *INFLUENCE Magazine*, April 2020
- "FRSA Working Hard to Make Roofing an Essential Business with Government Agencies," *Florida's Association of Roofing Professionals (FRSA)*, March 2020
- "Legislative Update on Essential Consideration for Roofing and Construction FRSA's," *Florida's Association of Roofing Professionals (FRSA)*, March 2020
- "Annual Meeting Hits Political Highlights and Elects 2020 New Officers and Board Members," *Southwest Florida Roofing Contractors Association (SWFRCA) Newsletter*, February 2020
- "FRSA Hires Chris Dawson as New Legislative Counsel," *Florida Roofing*, November 2019
- Florida State Legislators' Town Hall and 2019 Legislation, Tavares, Florida, August 13, 2019

- Hurricane Michael Relief Drive interview, WFTV ABC Orlando, October 15, 2018
- Hurricane Michael Relief Drive interview, WESH NBC Orlando, October 14, 2018
- Hurricane Michael Relief Drive interview, WFTV ABC Orlando, October 14, 2018

Affiliations

- The Florida Bar
 - Governmental and Public Policy Advocacy Committee
- Florida Association of Professional Lobbyists, Designated Professional Lobbyist
- Florida House on Capitol Hill
 - Young Ambassadors Council
- Florida Chamber Political Institute
- Associated Industries of Florida
 - Association Advisory Group
 - Environmental Sustainability and Agriculture Council
 - Workers' Comp Coalition
- University of Alabama Farrah Law Alumni Society
- Florida Board of Professional Engineers, Licensed Engineer in Training (EIT)
- Alabama State Bar
 - Executive Council, Non-Resident Lawyers Section
- Leadership Florida
 - 2022 Annual Meeting Committee
- Greater Orlando Builders Association, Political Action Committee, Member
- Florida Farm Bureau
- Central Florida Political Leadership Institute, Class of 2021
- Central Florida Partnership, Young Professionals Advisory Council, 2016-2017
- Connect Florida, East Central Regional Committee, 2016
- James Madison Institute
 - Central Florida Board of Advisors
 - Leaders Fellowship, 2015-2016
- Apopka Area Chamber of Commerce, Board of Directors, 2018-2021
- Greater Pensacola Chamber of Commerce
- Connect Florida Leadership Institute, Class VI
- Central Florida Dance Marathon, Founder
 - Co-Overall Chair, 2018
 - Chair, 2015 - 2017
- Children's Movement of Florida, Board of Advisors
- Leadership Seminole, Class 29
- Leadership Orlando, Class 93
- Leadership Florida
 - Special Council on Equity, Equality and Justice
 - East Regional Council
 - Team London Task Force
 - Selection Committee, 2020-2021

- Annual Meeting Committee, 2019
- College Leadership Florida, Class XIV
- Orange County Young Republicans
- Pensacola Young Professionals
- Tiger Bay Club of Central Florida
- Florida Citrus Sports
- Greater Orlando Sports Commission (GO Sports)
 - 2019 NFL Pro Bowl Local Organizing Committee
 - 2019 Monster Jam World Finals XX Local Organizing Committee
 - 2019 MLS All-Star Game Local Organizing Committee

Credentials

- J.D./M.S. Eng., University of Alabama School of Law, civil engineering, magna cum laude, 2013
 - Journal of the Legal Profession, Executive Editor
 - Bench and Bar Legal Honor Society
 - UA College of Engineering, Graduate Assistant
- B.S., University of Florida, civil engineering, 2010
 - Honors Program Graduate
 - Florida Blue Key
 - Tau Kappa Epsilon, International Board of Directors and UF Chapter President

Admissions

- Florida
- U.S. District Court, Middle District of Florida
- Alabama
- U.S. District Court, Northern District of Alabama



Angela M. Drzewiecki*

Government Affairs Advisor

angela.drzewiecki@gray-robinson.com
850.577.9090

Focus

- Government Affairs and Lobbying

Angela is a government affairs advisor in GrayRobinson's Tallahassee office, where she brings over a decade of experience in government relations. She has successfully advocated for municipalities, trade associations, non-profits, and businesses before Florida's executive and legislative branches of government. Angela focuses her practice on a myriad of issues, including local government matters, transportation, public safety, and legislative appropriations. She works with clients of all sizes to develop short-term and long-term strategies focused on achieving the client's goals, whether those goals require a statutory change, procurement objectives, or legislative appropriations. Angela works tirelessly to successfully advocate for her clients and has secured millions of dollars in the state budget on their behalf.

Angela began her political career working as the director of a gubernatorial campaign and further honed her skills in representing various clients and supporting their diverse needs by working as a lobbyist at other Florida lobbying firms early in her career.

Insights

- "2022 GrayRobinson Florida Legislative Session Wrap-Up," Gainesville, April 21, 2022

Affiliations

- Veterans Florida, Board of Directors
- Florida State University Career Center, ProfessioNole Mentors Program
- Last Hope Rescue, Founder
- Leadership Florida Connect, Class 12

Credentials

- M.S., Florida State University, Applied American Politics and Policy, 2009
- B.S., Florida State University, Political Science, 2006

Media

- "Lobbying compensation: Ballard Partners narrowly earns No. 1 in Q2," *Florida Politics*, September 6, 2022
- "A Message from the Mayor," *City of Mount Dora News*, September 2, 2022

*Denotes non-attorney professional.



Ryan E. Matthews

Shareholder

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850.577.9090

Focus

- Government Affairs and Lobbying
- Environmental and Sustainability Law
- Government
- Utilities

With an in-depth knowledge of the function and operation of local governments, municipal utilities, and Florida's regulatory and permitting processes, Ryan concentrates his practice on environmental, land use, and local government issues. He is a recognized expert in environmental policy concerning natural resources and water supply.

Prior to joining the private sector, Ryan served as the Interim Secretary of the Florida Department of Environmental Protection (DEP) under the Rick Scott Administration, where he oversaw 3,000 employees and a \$1.6 billion budget to protect Florida's natural resources. During his time at DEP, he also served as Deputy Secretary for Regulatory Programs, where he oversaw the air, water, and waste divisions, as well as director of the Office of Water Policy, where he led the coordination and implementation of Florida's statewide water policy. Ryan also served in the general counsel and legislative affairs offices of the Florida League of Cities.

Insights

- "The State of Electric Vehicles in Florida," Florida Municipal Electric Association 2022 Conference, July 13, 2022
- "2022 GrayRobinson Florida Legislative Session Wrap-Up," Gainesville, April 21, 2022
- "2022 GrayRobinson Florida Legislative Session Wrap-Up," Jacksonville, April 7, 2022

Media

- "Lobbying compensation: Ballard Partners narrowly earns No. 1 in Q2," *Florida Politics*, September 6, 2022
- "A Message from the Mayor," *City of Mount Dora News*, September 2, 2022

Credentials

- LL.M. in Environmental/Natural Resources Law, University of Denver Sturm College of Law, 2009
- J.D., Florida Coastal School of Law, 2008
- B.A. in Political Science, University of Florida, 2004

Admissions

- Florida

FEE AND TERM

For a six-month contract period beginning December 15, 2022 through May 15, 2023, the GrayRobinson team proposes a fee of \$9,500 per month or \$57,000. This fee is inclusive of all costs incurred in our representation of the Town of Loxahatchee Groves.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 8

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: December 7, 2022

SUBJECT: Direction to Negotiate Contracts based on Evaluation & Selection Committee for RFQ 2022-01 Recommended Short List of Engineering, Surveying & Planning Services Firms

Background:

The Town (on behalf of the Town and the Water Control District) solicited sealed submittals for RFQ #2022-01 seeking engineering, surveying, and planning services in the following six disciplines:

1. Roadway, Stormwater, Drainage and Water Quality Engineering Services (RSWD)
2. Traffic Engineering Services
3. Land Surveying Services
4. Engineering Development Review Services (DRE)
5. Planning Development Review Services (DRP)
6. Long Range Planning Services.

The Evaluation & Selection Committee consisted of Larry Peters, the Town's Public Works Director; Burgess Hanson, Executive Director of Indian Trail Improvement District; and Michael O'Dell, Assistant Planning, Zoning and Building Director (also a PE) for the Village of Wellington. The evaluation committee was charged with reviewing the submittals from the seven firms which responded to the RFQ in the six disciplines contemplated by the RFQ.

The Committee met on Wednesday, November 16, 2022, to consider the written submittals and on November 30, 2022, to hear oral presentations by each firm. Based on those recommendations staff is seeking direction to negotiate continuing contracts with the following firms in the following disciplines:

1. **Engenuity Group, Inc.** for RSWD, Surveying, and Development Review Engineering Services.
2. **Keshavarz & Associates** for RSWD and Surveying
3. **SEPI (a division of TranSystems Corporation)** for Traffic, Development Review Engineering, Development Review Planning and Long-Range Planning Services
4. **CivSurv Design Group Inc.** for Traffic Engineering and Development Review Services Planning
5. **Whidden Surveying and Mapping, Inc.** for Surveying



155 F Road Loxahatchee Groves, FL 33470

The RFQ contemplates 3-year contracts with the possibility of two 1-year extensions, so there is the possibility of a total of 5 years of service. To provide the Town the greatest flexibility and resources as needed during this service period, the selection committee and staff recommend entering into contracts with more than one firm in each of the disciplines.

An RFQ is based only on the firm's qualifications, so it is only during the contract negotiation stage that their pricing will be an issue. Since no specific projects were specified within the RFQ but rather a continuing contract that will allow projects with a construction cost of up to \$4,000,000 and studies of up to \$500,000, the pricing for the engineering services will be the hourly rate charged by the firms.

It is anticipated that contracts will be presented for approval by the Council during the Council's January 2023 meetings. Unless directed otherwise by the Council it is not anticipated that presentations will be made by the firms to the Council.

Recommendations:

Move that the Town Council direct staff to negotiate continuing contracts based on the recommendations of the selection committee for RFQ #2022-01 Engineering, Surveying and Planning Services as follows:

1. Engenuity Group, Inc. for RSWD, Surveying, & Development Review Engineering Services.
2. Keshavarz & Associates for RSWD and Surveying
3. SEPI (a division of TranSystems Corporation) for Traffic, Development Review Engineering, Development Review Planning and Long-Range Planning Services
4. CivSurv Design Group Inc. for Traffic Engineering & Development Review Services Planning
5. Whidden Surveying and Mapping, Inc. for Surveying

RFQ 2022-01: Professional Consulting Services on Continuing Contract Basis for Roadway, Stormwater, Drainage & Water Quality Engineering Services; Traffic Engineering; Land Surveying; Development Review Services & Planning Services

In accordance with the Town's procurement ordinance and Section 287.055 Florida Statutes, the Town sought responses to 2022-01 RFQ for Professional Consulting Services on Continuing Contract Basis For Roadway, Stormwater, Drainage and Water Quality Engineering Services, Traffic Engineering, Land Surveying, Development Review Services and Planning Services. The RFQ was posted through DemandStar and advertised on September 27, 2022. Responses were due on November 1, 2022. The evaluation committee was originally set to meet and consider the written submittals on November 10th and conduct oral interviews/presentations on November 17th. Due to Hurricane Nicole and the closure of Town offices on November 10th those meetings were rescheduled for November 17th and November 30th.

The purpose of the RFQ is to get under contract professional firms to meet the engineering and planning needs of the Town for the next 3-5 years. Through the continuing contracts the Town can utilize the services of the firms for individual construction projects having an estimated cost that does not exceed \$4,000,000 and study activity with estimated costs that do not exceed \$500,000. At this time all of the Town's anticipated engineering and planning needs would fall within those cost limitations. The staff identified engineering and planning needs in the following disciplines and the RFQ requested submittals addressing each of the disciplines. A firm was given the opportunity to submit with respect to any or all of the disciplines. The disciplines were:

On November 1st, the Town received submittals from the following firms:

1. Engenuity Group, Inc. submitted for three disciplines being RSWD, Surveying, and DRE;
2. Florida Technical Consultants submitted for one discipline being RSWD;
3. Whidden Surveying & Mapping, Inc. submitted for one discipline being Surveying;
4. Keshavarz & Associates submitted for two disciplines being RSWD and Surveying;
5. CivilSurv Design Group, Inc. submitted for five disciplines being RSWD, Traffic, Surveying, DRE, and DRP;
6. Environmental Consulting and Technology, Inc. submitted for all six disciplines;

At the time the submittals were due a seventh firm SEPI Engineering & Construction (a division of a division of TranSystems Corporation) contacted the Town Clerk by email and advised they were having trouble submitting their documents through DemandStar and were only able to make a partial submittal. SEPI contacted the Town Clerk on the morning of November 2, 2022 and submitted documentation of their attempts to make a submittal in a timely fashion and provided an electronic copy of their full submittal for all six disciplines.

The evaluation committee for the consisted of Larry Peters, Loxahatchee Groves Public Works Director, Burgess Hanson, Executive Director of Indian Trail Improvement District, and Michael O'Dell, Assistant Planning, Zoning and Building Director (also a PE) for the Village of

RFQ 2022-01: Professional Consulting Services on Continuing Contract Basis for Roadway, Stormwater, Drainage & Water Quality Engineering Services; Traffic Engineering; Land Surveying; Development Review Services & Planning Services

Wellington. The evaluation committee was charged with reviewing the submittals from the seven firms which responded to the RFQ in the six disciplines contemplated by the RFQ.

When the Committee met on Wednesday, November 16, 2022 to consider the written submittals responding to RFQ # 2022-01, they decided to recommend waiving the irregularities with regard to the timing of the receipt of SEPI's submittal and ECT not specifically addressing certain elements of the RFQ and consider their submittals. This recommendation was based on a discussion that neither of those circumstances gave either of the firms a competitive advantage and consideration of their submittals was in the best interests of the Town.

Based on an evaluation of the written submittals the Committee invited the following firms to participate in oral presentations/interviews before the Committee on Wednesday, November 30, 2022, beginning at 9:00 AM as follows:

Disciplines

1. Roadway, Stormwater, Drainage and Water Quality Engineering Services
 - a. Engenuity Group, Inc.
 - b. Keshavarz & Associates
2. Traffic Engineering Services
 - a. CivilSurv Design Group, Inc.
 - b. SEPI (a division of TranSystems Corporation)
3. Land Surveying Services
 - a. Engenuity Group, Inc.
 - b. Keshavarz & Associates
 - c. Whidden Surveying & Mapping, Inc.
4. Engineering Development Review Services
 - a. Engenuity Group, Inc.
 - b. SEPI (a division of TranSystems Corporation)
 - c. Environmental Consulting Technology, Inc.
 - d. CivilSurv Design Group, Inc.
5. Planning Development Review Services
 - a. CivilSurv Design Group, Inc.
 - b. SEPI (a division of TranSystems Corporation)

RFQ 2022-01: Professional Consulting Services on Continuing Contract Basis for Roadway, Stormwater, Drainage & Water Quality Engineering Services; Traffic Engineering; Land Surveying; Development Review Services & Planning Services

c. Environmental Consulting Technologies, Inc.

6. Long Range Planning Services

- a. SEPI (a division of TranSystems Corporation)
- b. Environmental Consulting Technologies, Inc.

The evaluation committee's recommendations are based on the combined total points of the written evaluation and oral presentation/interviews. There were 100 points available for the written submittals and 50 points for the oral presentation/interviews. The total potential points were 3 X 150 or 450 points. The committee members awarded up to 95 points on the written evaluation and 45 points on the oral evaluation. Qualifying minority business enterprises were awarded 5 points on the written and oral evaluations. The minority business points were added by staff after reviewing the State of Florida's Certified Vendor Directory. Of the 7 firms responding to the RFQ only Engenuity Group, Inc. qualified as a minority business enterprise.

The scoring criteria used by the evaluation committee for the written and oral presentations are found below.

Written Submittal Scoring Criteria	Max
Discipline	
• Qualifications of the Firm	15
• Contract Approach / Methodology	15
• Qualifications of the Project Manager	10
• Minority Enterprise as certified by the State	5
• Experience with the Town's Code of Ordinances, District's Water Control Plan, and SFWMD regulations	5
• Knowledge of the principles, practices, and related Federal and State laws and regulations related to grant preparation	5
• Technical Capabilities	15
• Team Member Qualifications	10
• Relevant Project Experience	10
• Permitting Experience	10
Total Written Submittal Score	100

RFQ 2022-01: Professional Consulting Services on Continuing Contract Basis for Roadway, Stormwater, Drainage & Water Quality Engineering Services; Traffic Engineering; Land Surveying; Development Review Services & Planning Services

Oral Scoring Criteria	Max
Answers to Questions: <ul style="list-style-type: none"> Ability, knowledge of design criteria and past performance of Firm and the designated project team to satisfy the requirements of the RFQ. Areas of consideration in the evaluation: Professional qualification of proposed project team to perform subject work, demonstrated knowledge of design criteria for similar projects, demonstrated past performance of the Firm and project team in completing similar projects. Past performance and willingness to meet time and budget requirements considering the location, recent, current and projected workloads of the firm. 	20
<ul style="list-style-type: none"> Approach to the RFQ, understanding of the projects and quality of the presentation/written response. Areas of consideration in the evaluation: <ul style="list-style-type: none"> Demonstrated understanding of the Town's needs, goals and objectives under the RFQ, demonstrated innovation in project approach, quality and clarity of the presentation/written response and demonstrated ability to meet budget and deadlines. Ability to establish and maintain effective working relationships with the general public, elected officials, staff and other agencies. Ability to plan organizes, supervise, and carry out complex research projects effectively. Ability to present the results of research effectively in oral, written and graphic form. 	25
<ul style="list-style-type: none"> Minority Enterprise as certified by the State 	5
Total Oral Interview Score	50

RFQ 2022-01: Professional Consulting Services on Continuing Contract Basis for Roadway, Stormwater, Drainage & Water Quality Engineering Services; Traffic Engineering; Land Surveying; Development Review Services & Planning Services

Based on the scoring of the written submittals the evaluation committee invited 6 of the 7 firms to come for the oral interviews/presentations. All of the invited firms elected to participate in the oral interviews. Following the conclusion of the oral interviews the committee scored the firms in the various disciplines for which the firms were considered and then those oral scores were combined with the previous written results.

The total scores and the firms considered in the various disciplines were as follows:

1. Roadway, Stormwater, Drainage and Water Quality Engineering Services (RSWD)
 - a. Engenuity Group, Inc. 414
 - b. Keshavarz and Associates 394
2. Traffic Engineering Services
 - a. SEPI (a division of TranSystems Corporation) 379
 - b. CivSurv Design Group, Inc. 368
3. Land Surveying Services
 - a. Engenuity Group Inc. 386
 - b. Keshavarz and Associates 385
 - c. Whidden Surveying and Mapping, Inc. 372
4. Engineering Development Review Services (DRE)
 - a. Engenuity Group, Inc. 415
 - b. SEPI (a division of TranSystems Corporation) 379
 - c. CivSurv Design Group, Inc. 362
 - d. Environmental Consulting and Technology, Inc. 357
5. Planning Development Review Services (DRP)
 - a. SEPI (a division of TranSystems Corporation) 381
 - b. CivSurv Design Group, Inc. 377
 - c. Environmental Consulting and Technology, Inc. 356
6. Long Range Planning Services
 - a. SEPI (a division of TranSystems Corporation) 380
 - b. Environmental Consulting and Technology, Inc. 355

The RFQ contemplated more than one firm might be selected for the disciplines given the length of the contract, the needs of the Town on a particular project, and the availability of personnel and expertise to accomplish the particular tasks in a timely manner. The Town staff had felt that entering into contracts with multiple firms could be advantageous to the Town.

RFQ 2022-01: Professional Consulting Services on Continuing Contract Basis for Roadway, Stormwater, Drainage & Water Quality Engineering Services; Traffic Engineering; Land Surveying; Development Review Services & Planning Services

Based on the presentations and the scoring the committee recommends the Town Council direct staff to negotiate continuing contracts with the two firms receiving the highest scores in the various disciplines with two exceptions. First, the committee recommends the Town negotiate contracts with all three of the surveying firms they interviewed as each of them were impressive to the committee and the potential workload could justify the third firm. Secondly, for the long range planning services, given the nature of long range and the anticipated workload the committee recommended negotiating only with the highest scoring firm.

Based on those recommendations staff is seeking direction to negotiate continuing contracts with the following firms in the following disciplines:

1. Engenuity Group, Inc. for RSWD, Surveying, and Development Review Engineering Services.
2. Keshavarz & Associates for RSWD and Surveying
3. SEPI (a division of TranSystems Corporation) for Traffic, Development Review Engineering, Development Review Planning and Long Range Planning Services
4. CivSurv Design Group Inc. for Traffic Engineering and Development Review Services
5. Whidden Surveying and Mapping, Inc. for Surveying

Unless directed otherwise by the Council it is not anticipated that presentations will be made by the firms to the Council. At the meeting direction will be sought to negotiate contracts based on the recommendations of the committee. An RFQ is based only on the firm's qualifications, so it is only during the contract negotiation stage that their pricing will be determined. As the potential engineering and planning work is not for any specified project and does not exceed statutory thresholds, the pricing for the engineering services will be the hourly rate charged by the firms.

It is hoped that contracts will be presented for approval by the Council during the Council's January 2023 meetings.

Should any Council members wish to review the RFQ document or the submittals, please contact the Town Clerk and the documents will be forwarded to you.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 9

TO: Town Council
FROM: Larry Peters, Public Works Director
VIA: Francine Ramaglia, Town Manager
DATE: December 6, 2022
SUBJECT: Update on Road Paving Plan and Policy

Background:

The roadway paving program (including re-building roadbeds and adding overlays) has been a priority of the Town for the last several years. Further, road paving enhances accessibility and safety and lowers maintenance costs to the community. The road paving and rock plans and policies were initially approved in 2021 and the funding and scheduling was formalized through the FY 23 budget process with the CIP adopted via Ordinance No. 2022-01 at the November Council meetings. The adopted CIP as well as the paving and rock policies are provided as reference for the update discussion.

Recommendation:

Council input and direction.

TOWN OF LOXAHATCHEE GROVES
Proposed 2022-2023 Fiscal Year Budget (FY23)
FY23 Budget Workbook: Revision 1 for Budget Workshop August 2022

CAPITAL PROJECTS WORKSHEET

		Annual Cost <i>(one-time projects)</i>	Total Cost <i>(multiple year projects)</i>	Estimated Timeframe	2023	2024	2025	2026
Road Paving Plan <i>(overlay program)</i>								
A South	1.25 miles	\$ 250,000		2024		\$ 250,000		
B North	0.5 miles	\$ 95,000		2024		\$ 95,000		
E North to SN	1 miles	\$ 188,000		2023	\$ 188,000			
E S Okee to CC	1.25 miles	\$ 250,000		2023	\$ 250,000			
E S to Southern	0.4 miles	\$ 80,000		2024		\$ 80,000		
N North	2 miles	\$ 319,000		2024		\$ 319,000		
West G	0.5 miles			2023	\$ 100,000			
W 25th St N	0.25 miles			2023	\$ 50,000			
Folsom	0.3 miles	\$ 60,000		2023	\$ 60,000			
6th Ct	0.75 miles							
Tangerine	0.5 miles	\$ 100,000		2024		\$ 100,000		
E Citrus	0.5 miles	\$ 100,000		2024		\$ 100,000		
147th				2024				
160th Ave N	0.4 miles			2023	\$ 80,000			
161st Ter N	2 miles							
Collect Canal	3.25 miles	\$ 650,000		2023-2024	\$ 650,000	\$ 100,000		
Casey Rd	0.75 miles	\$ 150,000		2025			\$ 150,000	
Compton	0.75 miles	\$ 150,000		2025			\$ 150,000	
Bryan	0.75 miles	\$ 150,000		2025			\$ 150,000	
Marcella	0.75 miles	\$ 150,000		2025			\$ 150,000	
Gruber	0.5 miles	\$ 100,000		2025			\$ 100,000	
		<u>\$ 2,792,000</u>			<u>\$ 1,378,000</u>	<u>\$ 1,044,000</u>	<u>\$ 700,000</u>	
Road Rock Plan <i>(rebuilding of road beds)</i>								
South 'E' and Citrus		\$ 112,800		2024		\$ 112,000		
A South	1.25 miles	\$ 80,000		2024		\$ 80,000		
B North	0.5 miles	\$ 40,000		2024		\$ 40,000		
E SN to NN	1 miles	\$ 65,000		2023	\$ 50,000			
E S to Southern	0.4 miles	\$ 40,000		2024		\$ 40,000		
N North	2 miles	\$ 160,000		2025			\$ 160,000	
S North	.15 miles							
West G	0.5 miles	\$ 40,000		2023	\$ 5,000			
W 25th St N	0.25 miles	\$ 20,000		2023	\$ 5,000			
Folsum	0.3 miles	\$ 30,000		2025				
6th Ct	0.75 miles	\$ 158,400		2024		\$ 158,400		
Tangerine	0.5 miles	\$ 65,000		2024		\$ 65,000		
E Citrus	0.5 miles	\$ 45,000		2024		\$ 45,000		
147th	0.125 miles	\$ 10,000		2024		\$ 10,000		

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CAPITAL PROJECTS WORKSHEET

		Annual Cost <i>(one-time projects)</i>	Total Cost <i>(multiple year projects)</i>	Estimated Timeframe	2023	2024	2025	2026
161st Ter N	2 miles	\$ 130,000		2024		\$ 130,000		
160th Ave N	0.4 miles	\$ 53,600		2023	\$ 30,000			
22nd N/F/P	0.6 miles							
Collect Canal	3.25 miles	\$ 30,000		2023	\$ 30,000			
Casey Rd	0.75 miles	\$ 65,000		2024		\$ 65,000		
Gruber	0.5 miles	\$ 40,000		2024		\$ 40,000		
		<u>\$ 1,184,800</u>			<u>\$ 120,000</u>	<u>\$ 785,400</u>	<u>\$ 160,000</u>	
Required Drainage Repairs								
Maintenance program to improve conveyance and drainage								
Specific Maintenance Projects								
Pump House		\$ 25,000		2023	\$ 10,000			
Gate Repairs at 'A'		\$ 10,000		2023	\$ 10,000			
Gate Repairs at 'D'		\$ 25,000		2023	\$ 15,000			
		<u>\$ 60,000</u>			<u>\$ 35,000</u>			
Swales & Culverts								
North A Road Drainage		\$ 160,000		2024		\$ 160,000		
North B Road Drainage		\$ 160,000		2024		\$ 160,000		
North C Road Drainage		\$ 160,000		2024		\$ 160,000		
South D Road Drainage:		\$ 160,000		2024		\$ 160,000		
Tangerine								
Collecting Canal								
Southern Blvd (including trail in swale)								
South E and Citrus Drainage (Without tree removal)		<u>\$ 90,000</u>		2023	<u>\$ 90,000</u>			
		<u>\$ 730,000</u>			<u>\$ 90,000</u>	<u>\$ 640,000</u>		
Specific Culvert Locations								
161st and A Rd Bridge Culvert		\$ 108,000		2023	\$ 108,000			
11th Ter and D Rd Bridge Culvert		\$ 126,000		2023	\$ 126,000			
E Rd and Collecting Canal Culvert		\$ 159,000		2023	\$ 159,000			
C Rd and Collecting Canal Equestrian Bridge Culvert (net anticipated cost)		\$ 110,000		2023	\$ 110,000			
Miscellaneous culvert failures/emergency repairs (5-7 culverts)		<u>\$ 200,000</u>	<i>annually</i>	2023-2026	<u>\$ 100,000</u>	<u>\$ 150,000</u>	<u>\$ 200,000</u>	<u>\$ 200,000</u>
		<u>\$ 703,000</u>			<u>\$ 603,000</u>	<u>\$ 150,000</u>	<u>\$ 200,000</u>	<u>\$ 200,000</u>
Repair and Maintenance Canals								
Cost to restore banks to 1.5:1 slope (30 Miles at 5% annually								
over 20 years) = 1.5 Miles at \$150.00 /LF		\$ 1,210,500	\$ 24,260,000	2023-2039	\$ 50,000	\$ 1,210,500	\$ 1,210,500	\$ 1,210,500
Seven Locks/Weirs at \$150,000 each location		<u>\$ 350,000</u>	<u>\$ 1,050,000</u>	2023-2025		<u>\$ 350,000</u>	<u>\$ 350,000</u>	<u>\$ 350,000</u>
		<u>\$ 1,560,500</u>	<u>\$ 25,310,000</u>		<u>\$ 50,000</u>	<u>\$ 1,560,500</u>	<u>\$ 1,560,500</u>	<u>\$ 1,560,500</u>
Other Specific Road & Drainage Improvements								

TOWN OF LOXAHATCHEE GROVES
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CAPITAL PROJECTS WORKSHEET

	Annual Cost <i>(one-time projects)</i>	Total Cost <i>(multiple year projects)</i>	Estimated Timeframe	2023	2024	2025	2026
Paving & drainage improvements on Town roads:							
Refurbish edges and resurface all 2 miles of OGEM (North road)	\$ 360,000		TBD				
Collecting Canal System Rehab <i>(estimate from prior years RETGAC)</i>	\$ 1,100,000		TBD				
Catch Basin Project	TBD		TBD				
Public Footprint (surveys, mapping & title searches)	TBD		TBD				
Intersection Signals							
Okeechobee at D road, F & Folsom	TBD		TBD				
SWM System Improvements <i>(estimate from prior years RETGAC)</i>							
Annual surface water management infrastructure project(s) to improve flood control, adherence to NPDES requirements and water quality.	TBD		TBD				
	<u>\$ 1,460,000</u>						
Trails System							
Connectivity improvements and trail maintenance/upgrades to ensure safety and usefulness of the Town trails system.							
North Road Trail <i>(estimate from prior years RETGAC)</i>	\$ 95,000		TBD				
Horse crossings at B, D and F Roads along canal heads	TBD		TBD				
Hand pump and trail amenities at C	TBD		TBD				
Development of a Linear Park from A Road to Folsom Road South of Collecting Canal Roac	TBD		TBD				
Other Trails Improvements	TBD		TBD				
	<u>\$ 95,000</u>			<u>\$ -</u>			
Other Capital Projects							
Public Works Equipment Storage Building <i>(estimate from prior years RETGAC)</i>	\$ 1,388,000		TBD				
School Bus Stops Shelters \$25,000 each	\$ 25,000		TBD				
	<u>\$ 1,413,000</u>						
	<u>\$ 9,998,300</u>			<u>\$ 2,276,000</u>	<u>\$ 4,179,900</u>	<u>\$ 2,620,500</u>	<u>\$ 1,760,500</u>
Other Road Materials and Supplies (Budgeted in Public Works)							
Road Maintenance							
Miscellaneous Annual Rock Replenishment	\$ 150,000	<i>annually</i>	2023	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Road Rehabilitation							
North Road (millings--see paving estimate below)	\$ 60,000		2023	\$ 30,000			
Berm and sod replacement	\$ 50,000		2023				
Roadway Signage (uniformity)	\$ 25,000	<i>annually</i>	2023	\$ 15,000	\$ 25,000	\$ 25,000	\$ 25,000
	<u>\$ 285,000</u>			<u>\$ 195,000</u>	<u>\$ 175,000</u>	<u>\$ 175,000</u>	<u>\$ 175,000</u>
Rental/Lease Option Machinery & Equipment (Budgeted in Public Works)							
Tractor Mower	\$ 45,000		2023-2026	\$ 45,000	\$ 45,000	\$ 45,000	
Mower (Kubuta)	\$ 60,000		2022-2024	\$ 60,000	\$ 60,000		
Grader	\$ 50,000		2022-2024	\$ 50,000	\$ 50,000		

TOWN OF LOXAHATCHEE GROVES
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CAPITAL PROJECTS WORKSHEET

	Annual Cost <i>(one-time projects)</i>	Total Cost <i>(multiple year projects)</i>	Estimated Timeframe	2023	2024	2025	2026
Dump Truck 10-12 Tons	\$ 60,000		2024-2026		\$ 60,000	\$ 60,000	\$ 60,000
Roller- Council came to a consensus to rent the roller when needed			2024-2026		\$ -	\$ -	\$ -
	<u>\$ 215,000</u>			<u>\$ 155,000</u>	<u>\$ 215,000</u>	<u>\$ 105,000</u>	<u>\$ 60,000</u>
	<u><u>\$ 10,498,300</u></u>			<u><u>\$ 2,626,000</u></u>	<u><u>\$ 4,569,900</u></u>	<u><u>\$ 2,900,500</u></u>	<u><u>\$ 1,995,500</u></u>

ARPA Funds Available:

Total received	\$ 1,798,000
Applied in 2022:	
Backhoe	\$ (160,000)
D & Gruber Culvert	\$ (100,000)
Included in PW Budget for Equipment Purchases/Leases	
	<u><u>\$ 1,538,000</u></u>

Other Capital Funds Available:

General Fund	\$ 247,000
Gas Tax Funds	\$ 126,900
Surtax Funds	\$ 266,200
	<u><u>\$ 640,100</u></u>
	<u><u>\$ 2,178,100</u></u>

Recommended Use of Capital Funds in 2023:

Road Paving Plan <i>(overlay program)</i>	\$ 1,378,000
Road Rock Plan <i>(rebuilding of road beds)</i>	\$ 120,000
Required Drainage repairs & maintenance	\$ 35,000
Specific Culvert Locations	\$ 603,000
Canal Restoration <i>(plan/study)</i>	\$ 50,000
Available/find	\$ (7,900)
	<u><u>\$ 2,178,100</u></u>

TOWN OF LOXAHATCHEE GROVES

ROAD PAVING POLICY

PURPOSE: The purpose of this policy is to establish a process for programming and funding annual road paving throughout the Town.

POLICY: It is the policy of the Town Council of the Town of Loxahatchee Groves that the Town's Public Works Director shall develop a Road Paving Plan (Plan). The Plan shall cover the fiscal year and shall align with the budget allocation for road paving. The Plan may include up to five (5) fiscal years. The Plan shall be created and utilized in accordance with this Policy.

PROCEDURES:

1. All road segments projected to be paved during each fiscal year of the Plan, the estimated length and width and cost of paving shall be presented to Town Council annually as the Road Paving Plan.
2. The Plan shall solely be for road paving in accordance with the following standard:
 - A. Road Construction

To be in accordance with the Town's ULDC Code 100-035 (5), with the exception of the roadway surface material to be a minimum of 2" Type III Asphalt, 1 ½" Fiber reinforced Type III Asphalt, or a surface material of equivalent durability, as certified by an engineer.

All material supporting the roadway and shoulders shall have a minimum load bearing ratio (LBR) of 40. Base material shall be compacted to a density of not less than 98% of maximum density as determined by ASSHTO T-180.
 - B. Scope of Overlay

Furnish MOT, MOB, and all Labor, Equipment, and Material to:

 - i. Tack the surface area.
 - ii. Pave 2" with Type S-1 or 12.5C Asphalt or a surface material of equivalent durability, as certified by an engineer.
 - iii. Extend pavement 40 feet at all main intersections.
 - iv. Provide aprons for bridge culverts and driveways.
 - v. Install "Seminole Style" speed Tables at 1,000 feet on center.
 - vi. Install Thermoplastic Striping: two (2) white edge lines, Double Yellow down the center, stop bars, and speed tables.
 - vii. Provide minimum three (3) year warrantee.
3. Upon approval of the Plan by Resolution of the Town Council, the Public Works Director, with concurrence by the Town Manager, shall have the authority to perform the paving activities under the Plan.
4. The Public Works Director and Town Manager's authority to perform under the Plan includes the expenditure of funds for completion of the paving, not to exceed the combined approved budget amount.
5. Expenditure of funds for paving activities under the Plan must be through a contract approved by Town Council or the Town Manager in accordance with the Purchasing Code and Purchasing Manual.

6. Paving activities may be completed without additional approvals from the Town Council in accordance with the approved Budget, Plan, and related contracts.
7. The order of completion of paving under the Plan shall be at the sole discretion of the Public Works Director.
8. The Public Works Director, with concurrence by the Town Manager, may amend the approved Plan to re-allocate funding for emergency or immediate repairs or to move paving activities from one fiscal year of the Plan to another.

TOWN OF LOXAHATCHEE GROVES
ROAD ROCK MAINTENANCE POLICY

PURPOSE: The purpose of this policy is to establish a process for programming and funding annual road rock maintenance throughout the Town.

POLICY: It is the policy of the Town Council of the Town of Loxahatchee Groves that the Town's Public Works Director shall develop a Road Rock Maintenance Plan (Plan). The Plan shall cover the fiscal year and shall align with the budget allocation for road rock. The Plan may include up to five (5) fiscal years. The Plan shall be created and utilized in accordance with this Policy.

PROCEDURES:

1. All road segments projected to be maintained with road rock during each fiscal year of the Plan, the estimated amount of rock and cost shall be presented to Town Council annually as the Road Rock Maintenance Plan for that fiscal year.
2. The Plan shall solely be for road rock maintenance, which may include operating maintenance, where the road needs six (6) inches or less of topping, and capital maintenance, where the road needs to have the road bed reconstructed and six (6) inches of topping.
3. Upon approval of the Plan by Resolution of the Town Council, the Public Works Director, with concurrence by the Town Manager, shall have the authority to perform the maintenance activities under the Plan.
4. The Public Works Director and Town Manager's authority to perform under the Plan includes the expenditure of funds for completion of the maintenance, not to exceed the combined approved budget amount.
5. Expenditure of funds for maintenance activities under the Plan must be through a contract approved by Town Council or the Town Manager in accordance with the Purchasing Code and Purchasing Manual.
6. Maintenance activities may be completed without additional approvals from the Town Council in accordance with the approved Budget, Plan, and related contracts.
7. The order of completion of maintenance under the Plan shall be at the sole discretion of the Public Works Director.
8. The Public Works Director, with concurrence by the Town Manager, may amend the approved Plan to re-allocate funding for emergency or immediate repairs or to move maintenance activities from one fiscal year of the Plan to another.
9. Costs identified in the Plan will not include Maintenance of Traffic (MOT), equipment rentals, temporary labor costs, and other related costs (signage, communications, staffing, administrative, etc.).