TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

155 F. ROAD, LOXAHATCHEE GROVES, FL 33470

TOWN COUNCIL REGULAR MEETING

AGENDA

DECEMBER 02, 2025 – 6:00 PM

Anita Kane, Mayor (Seat 3)

Marge Herzog, Vice Mayor (Seat 5) **Todd McLendon, Councilmember (Seat 1)**

Lisa El-Ramey, Councilmember (Seat 2) **Paul T. Coleman II, Councilmember (Seat 4)**

Administration

Town Manager, Francine L. Ramaglia

Town Attorney, Jeffrey S. Kurtz, Esq.

Town Clerk, Valerie Oakes

Community Standards Director, Caryn Gardner-Young

Chief Finance Officer, David DiLena of Projected Point

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

PRESENTATIONS

1. Presentation by Palm Beach County Fire Rescue Regarding Proposed Local Bill Affecting MSTU Municipalities and Consideration of Supporting Resolution No. 2025-88 by Palm Beach County Fire Chief Patrick Kennedy

2. Presentation on Legislative Update by Ronald L. Book, Town Lobbyist – Review of 2026 Legislative Issues, Town Priorities, and Council Direction

CONSENT AGENDA

3. Consideration of Approval on ***Resolution No. 2025-83***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING CONTINUING CONTRACTS WITH WGI, INC. AND J MORTON PLANNING & LANSCAPING ARCHITECTURE, INC. FOR GENERAL PLANNING SERVICES; TEW AND TAYLOR HOLDINGS GROUP, INC. AND C.A.P.GOVERNMENT INC. FOR BUILDING SERVICES; AND FLORIDA TECHNICAL CONSULTANTS, LLC FOR DEVELOPMENT ENGINEERING REVIEW SERVICE; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

4. Consideration of Approval on ***Resolution No. 2025-86***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING BUDGET AMENDMENTS FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025 AND FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

5. Consideration of Approval on ***Resolution No. 2025-87***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING REMOVAL OF SPECIMEN TREES; PROVIDING AN EFFECTIVE DATE.

6. Consideration of Approval on ***Resolution No. 2025-88***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, EXPRESSING SUPPORT FOR A PROPOSED LOCAL BILL RELATING TO THE PALM BEACH COUNTY FIRE-RESCUE MUNICIPAL SERVICE TAXING UNIT (MSTU); PROVIDING THAT A MUNICIPAL SERVICE TAXING UNIT, THE PRIMARY PURPOSE OF WHICH IS TO PROVIDE FIRE PROTECTION, RESCUE, AND EMERGENCY MEDICAL SERVICES TO RESIDENTS IN UNINCORPORATED AREAS OF THE COUNTY, SHALL REMAIN THE SERVICE PROVIDER TO REAL PROPERTY ANNEXED AFTER A SPECIFIED DATE UNLESS OTHERWISE PROVIDED BY INTERLOCAL AGREEMENT; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

7. Consideration of Approval on ***Resolution No. 2025-89***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING JENNIFER STEPHENS TO THE BOARD OF LOXAHATCHEE GROVES LOCAL PLANNING AGENCY (LPA)/ PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

8. Consideration of Approval on ***Resolution No. 2025-90***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE MAYOR, OR THE MAYOR'S DESIGNATED ALTERNATE, AS THE PRIMARY SPOKESPERSON ON BEHALF OF THE TOWN RELATIVE TO PROPOSED AND PENDING LEGISLATION BEFORE COUNTY, STATE, AND FEDERAL ELECTED REPRESENTATIVES, INCLUDING MATTERS OF APPROPRIATIONS; AUTHORIZING THE MAYOR OR DESIGNATED ALTERNATE TO CONVEY THE TOWN'S POSITION ON LEGISLATIVE AND BUDGETARY ISSUES IN COMMUNICATIONS WITH ELECTED OFFICIALS, STAFF MEMBERS, AND THE TOWN'S LOBBYISTS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

9. Consideration of Approval on ***Resolution No. 2025-91***: 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 TOWN MANAGER TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

10. Consideration of Approval on ***Resolution No. 2025-92***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY (SWA) RELATING TO PARTNERING TO SATISFY THE REQUIREMENTS OF SB 180 "EMERGENCIES" TO JOINTLY APPLY FOR AUTHORIZATION AND USE OF DEBRIS MANAGEMENT SITES ; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

11. Consideration of Approval on ***Resolution No. 2025-93***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE UTILIZATION OF AN AGREEMENT BASED ON THE VILLAGE OF WELLINGTON'S COMPETITIVELY BID AND AWARD OF A CONTRACT TO K&K SYSTEMS, INC. FOR THE PURCHASE AND DELIVERY OF RAPID FLASHING BEACONS; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

12. Consideration of Approval on ***Resolution No. 2025-94***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A POLICY REQUIRING TWO COUNCIL MEMBERS TO SIGN BANK CHECKS AND APPROVE ELECTRONIC FUND TRANSFERS (EFT) TO VENDORS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

REGULAR AGENDA

13. Consideration of Approval on ***Ordinance No. 2025-21*** on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO PLAT REVIEW PROCESSES; AMENDING PART V "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS" OF THE UNIFIED LAND DEVELOPMENT CODE OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA BY AMENDING ARTICLE 115 "PUBLIC HEARING NOTICES" SECTION 115 - 010 "TABLE OF PUBLIC HEARING NOTICE REQUIREMENTS" TO DELETE REFERENCE TO PLATS; AMENDING ARTICLE 120 "QUASI-JUDICIAL HEARINGS" SECTION 120-115 "QUASI-JUDICIAL MATTERS" TO DELETE REFERENCE TO PLATS; AMENDING ARTICLE 140 "SUBDIVISION OF LAND" DIVISION 1 "PLATTING" TO PROVIDE FOR ADMINSTRATIVE REVIEW AND APPROVAL OF PLATS IN ACCORDANCE WITH SECTION 177.071 FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

PUBLIC HEARING

14. Consideration of Approval on ***Ordinance No. 2025-18*** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REPEALING SECTION 2-111 "PAYMENT OF MONEY" OF ARTICLE IV "FINANCE" OF CHAPTER 2 "ADMINISTRATION" OF THE TOWN OF LOXAHATCHEE GROVES CODE OF ORDINANCES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

15. Consideration of Approval on ***Resolution No. 2025-85***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE LOX HOLDINGS PLAT, FOR LAND OWNED BY LOX HOLDINGS, LLC, CONSISTING OF 6.55 ACRES MORE OR LESS, LOCATED AT 14331 SOUTHERN BOULEVARD BEING APPROXIMATELY 6.55 ACRES GENERALLY LOCATED ON SOUTHERN BOULEVARD BETWEEN ORANGE AVENUE AND LOXAHATCHEE AVENUE AND BOUNDED ON THE NORTH BY TANGERINE BLVD LOXAHATCHEE

GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT "A" TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

16. Consideration of Approval on ***Ordinance No. 2025-19*** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES TO BE HELD ON MARCH 10, 2026, AS TO WHETHER THE TOWN OF LOXAHATCHEE GROVES CHARTER SHALL BE AMENDED IN THE FOLLOWING RESPECT: AMEND PARAGRAPH (2) "APPOINTMENT; REMOVAL; COMPENSATION; FILLING OF VACANCIES" OF SECTION 4 "ADMINISTRATIVE" OF THE CHARTER TO PROVIDE FOR CHARTER OFFICERS TO BE REMOVED FROM OFFICE BY A MAJORITY RATHER THAN A SUPER MAJORITY VOTE OF THE FULL COUNCIL AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

17. Consideration of Approval on ***Ordinance No. 2025-20*** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES TO BE HELD ON MARCH 10, 2026, AS TO WHETHER THE TOWN OF LOXAHATCHEE GROVES CHARTER SHALL BE AMENDED IN THE FOLLOWING RESPECT: AMEND PARAGRAPH (4) "TOWN ATTORNEY" OF SECTION 4 "ADMINISTRATIVE" OF THE CHARTER TO PROVIDE THE ATTORNEY'S REQUIRED REVIEW OF CONTRACTS, BONDS AND OTHER INSTRUMENTS SHALL BE AS FURTHER DEFINED BY ORDINANCE OR RESOLUTION; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

DISCUSSION

18. Discussion and Direction on Palm Beach County Sheriff's Contract

19. Discussion and Direction on Items from the Town Council Workshop Meeting on October 21, 2025.

20. Discussion and Direction on Items from the Town Council Workshop Meeting on November 18, 2025 regarding Town's Priority List

ADMINISTRATIVE TRANSMITTALS - RECEIVE AND FILE

21. Discussion on Sign Code Amortization

22. Discussion on SWOT Analysis Report

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public Comments for the regular meetings may be received by email, or in writing to the Town Clerk's Office until 12:00 PM (Noon) day of the meeting. Comments will be forwarded to the Town Council for informational purposes, however, they will not be read into the record. Town Council meetings are livestreamed and close-captioned for the general public via our website, instructions are posted there. Town Council meetings are livestreamed and close-captioned for the general public via our website, instructions are posted there.

TOWN STAFF COMMENTS

Town Manager Francine L. Ramaglia

Town Attorney Jeffrey S. Kurtz, Esq.

Town Clerk Valerie Oakes

Community Standards Director Caryn Gardner-Young

TOWN COUNCILMEMBER COMMENTS

Councilmember Todd McLendon (Seat 1)

Councilmember Lisa El-Ramey (Seat 2)

Councilmember Paul T. Coleman II (Seat 4)

Vice Mayor Marge Herzog (Seat 5)

Mayor Anita Kane (Seat 3)

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.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

TO: **Mayor and Councilmembers of the Town of Loxahatchee Groves**

FROM: **Francine Ramaglia, Town Manager**

DATE: **December 2, 2025**

SUBJECT: **Presentation by Palm Beach County Fire Rescue Regarding Proposed Local Bill Affecting MSTU Municipalities and Consideration of Supporting *Resolution No. 2025-88* by Palm Beach County Fire Chief Patrick Kennedy**

Legal Sufficiency: ☐ **Reviewed** ☒ **Not Reviewed**
☐ **Approved** ☐ **Not Approved**

Palm Beach County Fire Rescue has requested the opportunity to provide a brief presentation to the Town Council regarding the proposed Palm Beach County MSTU Local Bill.

The purpose of the presentation is to help the Town and its residents better understand the proposed legislation and its potential impacts on the 18 municipalities and unincorporated areas currently served within the Municipal Service Taxing Unit (MSTU).

BACKGROUND

The proposed Local Bill has prompted significant discussion among municipalities within the MSTU. While the legislation is intended to address countywide service and funding structures, preliminary analysis indicates that cities within the MSTU—such as the Town of Loxahatchee Groves—may bear a disproportionate share of the financial and/or service-related impacts should the bill advance in its current form.

Given the Town's unique structure and service model, it is important that both the Council and the public receive clear information regarding how the bill may affect:

- Fire Rescue service delivery
- Funding obligations within the MSTU
- Long-term public safety and financial sustainability

To support this educational effort, staff invited Palm Beach County Fire Rescue to present at a Town Council meeting. Assistant Chief Patrick Kennedy will be in attendance to summarize the legislation, outline the potential effects on MSTU members, and answer Council questions. Chief Vomero has also been included in prior correspondence and is available for further discussion as needed.

Attached for Council consideration is a draft resolution, modeled after one adopted by another MSTU municipality, which expresses support for the legislation to protect the financial and public safety interests of the Town and its residents.

This item is being presented as a time-sensitive matter due to the legislative timeline associated with the Local Bill. Fire Rescue's request to be placed at the beginning of the agenda is intended to ensure the Council receives the information promptly.

RECOMMENDATION

Staff recommends that the Town Council approve ***Resolution No. 2025-88*** expressing support for the legislation, consistent with actions taken by other MSTU municipalities.

A bill to be entitled

An act relating to Palm Beach County; providing that a municipal service taxing unit whose primary purpose is to provide fire protection, rescue, and emergency medical services to residents in unincorporated areas of the county remains the service provider to real property that is annexed after a specified date; providing that the geographical boundaries of the municipal service taxing unit shall contract following the annexation; prohibiting Palm Beach County from levying ad valorem taxes through the municipal service taxing unit following the annexation; requiring the annexing municipality to pay the county the equivalent of what would have been collected in ad valorem taxes and assessments on annexed real property; authorizing the county, through the municipal service taxing unit, to remain the authority having jurisdiction and to collect certain fees; providing for an agreement to transfer services; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. To avoid adverse impacts to the health and safety of the residents in unincorporated areas of Palm Beach County that may occur due to a municipal annexation, a municipal

service taxing unit whose primary purpose is to provide fire protection, rescue, and emergency medical services shall remain the fire protection, rescue, and emergency medical services provider to real property annexed after January 1, 2026, notwithstanding s. 125.01, Florida Statutes, or any other general law, special act, municipal charter, or ordinance of a local government to the contrary. Following the annexation by a municipality that does not have a charter provision, an ordinance, or interlocal agreement with Palm Beach County that includes the entirety of the municipality within the Palm Beach County municipal service taxing unit whose primary purpose is to provide fire protection, rescue, and emergency medical services, the geographical boundaries of the municipal service taxing unit shall contract to exclude the annexed real property and Palm Beach County may not levy ad valorem taxes through the municipal service taxing unit on the annexed real property. Annually, such annexing municipality shall pay Palm Beach County, for the benefit of the municipal service taxing unit, an amount equal to the ad valorem taxes and assessments that would have been collected had the real property remained in the municipal service taxing unit. Palm Beach County, through the municipal service taxing unit, remains the authority having jurisdiction and may continue to collect impact fees and other fees from the annexed real property. Through a written agreement approved by the Palm Beach County Board of County Commissioners and the

applicable annexing municipality, Palm Beach County and the annexing municipality may agree for the annexing municipality to assume fire protection, rescue, or emergency medical services to the annexed territory. Following the provision of fire protection, rescue, or emergency medical services by the annexing municipality under the written agreement between the board of county commissioners and the annexing municipality: (1) The annexing municipality may cease its payment to the county for the benefit of the municipal service taxing unit following the final payment for services provided by the county through the transition date; and (2) The county is no longer the authority having jurisdiction through the municipal service taxing unit and shall cease its collection of impact fees and other fees from the annexed real property as of the transition date.

Section 2. This act shall take effect upon becoming a law.

Local Bill Summary

The local bill revises the impacts of annexation within Palm Beach County to avoid adverse health and safety impacts to the citizens and visitors of the county.

The local bill provides a method to allow the Palm Beach County Fire/Rescue Municipal Service Taxing Units ("PBFire MSTU") to avoid adverse financial impacts associated with annexations within its boundaries, while at the same time not restricting municipalities' ability to annex.

With the recent increase in property values, municipalities are beginning to annex tax-desirable properties within the PBFire MSTU. Historically, municipalities do not annex less desirable properties but rather properties that pay more taxes than the cost of services provided are targeted.

By annexing tax-desirable properties within the PBFire MSTU, there is a shift of fire expenses onto remaining district residents. As a direct result of the annexation, a PBFire MSTU may either need to levy a higher millage rate or decrease the level of services. As the PBFire MSTU's tax base continues to decrease due to annexations, the PBFire MSTU may become economically inefficient. This issue is even more complicated when a municipality annexes property that includes a PBFire MSTU fire station. Either the Palm Beach County firefighters do not provide to the annexed property even though they may be the closest unit to the emergency due to their fire station being located within the annexing municipality, or they provide the service for free. In this scenario, the remaining property owners within the PBFire MSTU would be supplementing services to the annexing city for free.

The local bill provides that the following applies to all annexations within Palm Beach County after January 1, 2026:

- Municipalities may still expand their boundaries in accordance with Chapter 171, Florida Statutes.
    - The ability to expand is not impacted; only the service provider for fire and emergency services is impacted.
- The PBFire MSTU's boundaries contract upon the annexation, just as it occurs today. Double taxation is avoided.
- Palm Beach County firefighters continue to provide service to the annexed property and remain the Authority Having Jurisdiction.
- Every year, the annexing municipality will pay the County the amount that the PBFire MSTU would have collected in ad valorem taxes and assessments if the property had not been annexed.
- To continue to provide flexibility and ensure that the health and safety of citizens and visitors is paramount, the County and the annexing municipality may enter into an agreement that provides the annexing municipality assumption of services and the elimination of the payment to the County.

To avoid unintended consequences, the local bill excludes municipalities that have a charter provision, an ordinance, or interlocal agreement with Palm Beach County that includes the entirety of the municipality within the PBFire MSTU.

This local bill does provide exceptions to general law, which is allowed as a local bill. In addition, this concept of continuing fire service following annexation has been adopted for several independent special fire districts in the State, as these districts similarly faced harmful annexations.

Although this local bill does limit municipalities' home rule powers, the Florida Constitution grants the Legislature the authority to limit municipalities authority.

RESOLUTION 85, 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, OPPOSING THE PALM BEACH COUNTY LOCAL BILL RELATING TO THE FIRE RESCUE MUNICIPAL SERVICES TAXING UNIT AND ENCOURAGING THE PALM BEACH COUNTY LEGISLATIVE DELEGATION TO REJECT SAID BILL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Palm Beach County local bill (Local Bill) related to the Fire-Rescue Municipal Services Taxing Unit (MSTU) proposes to mandate that newly annexed properties must remain in the MSTU until Palm Beach County chooses to revise the MSTU boundaries; and

WHEREAS, Section 125.01(q), Fla. Stat., plainly states that an MSTU may contain all or part of the boundaries of a municipality, only subject to the consent by ordinance of the governing body of the affected municipality; and

WHEREAS, the Local Bill unilaterally eviscerates a municipality's right and power to grant or deny consent in direct violation of general law; and

WHEREAS, Article III, Section 11(a), Florida Constitution, states that there shall be no special law of local application pertaining to the assessment or collection of taxes for county purposes; and

WHEREAS, the Local Bill constitutes a blatant violation of the Florida Constitution as it clearly pertains to the assessment and collection of taxes assessed and collected within the MSTU; and

WHEREAS, the Local Bill proposes to prohibit the annexing municipality from providing fire rescue services to the newly annexed area, which is a direct attack on Municipal Home Rule, as Article VIII, Florida Constitution, grants all municipalities broad home rule powers to conduct municipal government, perform municipal functions, and render municipal services, except as otherwise provided by law; and

WHEREAS, the Local Bill will also create a double taxation without benefit issue, as the newly annexed properties will be subject to the full ad valorem millage rate assessed within the annexing municipality while still being subject to the additional millage assessed by the county commission for the MSTU; and

WHEREAS, the creation of this double taxation issue violates Section 200.081, Fla. Stat., because the MSTU is treated in the same manner as a dependent special district for municipal millage calculation purposes, which requires that the total municipal ad valorem millage rate be reduced in an amount equal to the millage assessed within the MSTU; and

WHEREAS, the City Council deems approval of this Resolution to be in the best interests of the health, safety, and welfare of the residents and citizens of the City of Palm Beach Gardens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. The City Council of the City of Palm Beach Gardens, Florida, hereby expresses its strongest opposition to the Palm Beach County Local Bill related to the Fire Rescue Municipal Services Taxing Unit and strongly encourages the Palm Beach County Legislative Delegation to oppose and reject the Local Bill.

SECTION 3. The City Clerk is hereby authorized and directed to furnish copies of this Resolution to the Executive Director of the Palm Beach County Legislative Delegation, every member of the Palm Beach County Legislative Delegation, and the Palm Beach County League of Cities.

SECTION 4. This Resolution shall become effective immediately upon adoption.

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

PASSED AND ADOPTED this 6TH day of November, 2025.

CITY OF PALM BEACH GARDENS, FLORIDA

BY: _____
Marcie Tinsley, Mayor

ATTEST:

BY: _____
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

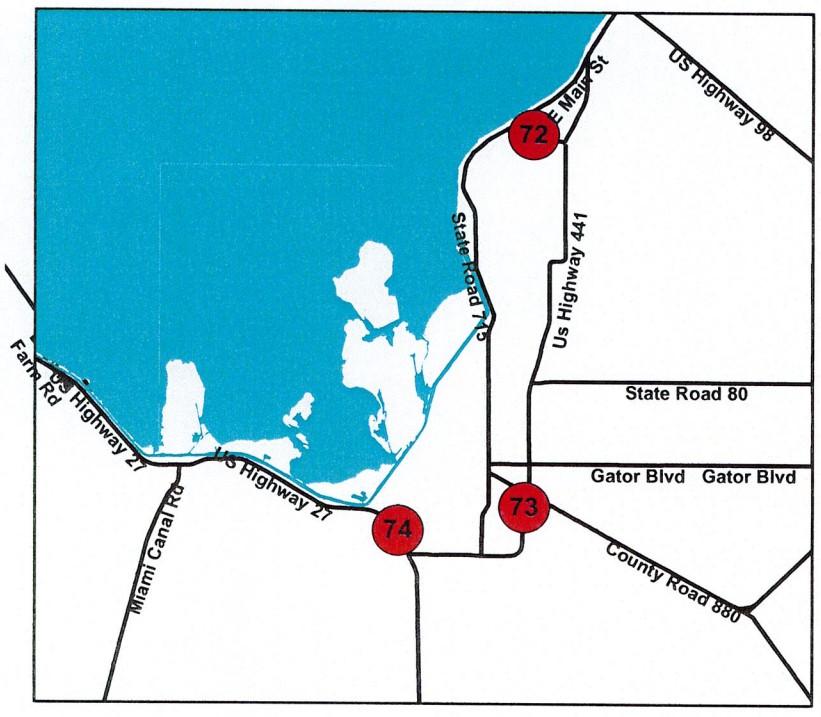
BY: _____
R. Max Lohman, City Attorney

VOTE:	**AYE**	**NAY**	**ABSENT**
MAYOR TINSLEY	✓		
VICE MAYOR MIDDLETON	✓		
COUNCILMEMBER REED	✓		
COUNCILMEMBER PREMUROSO	✓		
COUNCILMEMBER KEMP	✓		

48
46
40
37
LANTANA
Hypoluxo Rd
S Congress Ave
S Dixie Hwy
MANALAPAN
HYPOLUXO
S Ocean Blvd
103
S Haverhill Rd
Gateway Blvd
N Congress Ave
W Gateway Blvd
105
E Gateway Blvd
BOYNTON BEACH
N Federal Hwy
S Interstate 95
N Ocean Blvd
101
OCEAN RIDGE
S Florida Tpke
Hagen Ranch Rd
S Jog Rd
S Military Trl
47
Boynton Beach Blvd
W Boynton Beach Blvd
N Interstate 95
S Federal Hwy
JFK-BB
H
102
41
Woolbright Rd
W Woolbright Rd
E Woolbright Rd
104
BRINY BREEZES
BPIE
H
GOLF
S Congress Ave
Summit Dr
Charter Dr N
N Federal Hwy
GULF STREAM
DELRAY BEACH
Flavor Pict Rd
44
Coconut Ln
. MHP

PBCFR and Future Annexation Areas

Glades Area
22 Miles from 20 mile bend
to Station 73



- PBCFR Fire Stations
- Municiaplities we don't serve
- Jupiter
- Future Annexation Area
- Jupiter Future Annexation Area

Palm Beach County LEAGUE of CITIES, Inc.

President
Molly Young

1st Vice President
JohnPaul O'Connor

2nd Vice President
Michael Napoleone

Secretary/ Treasurer
Leondrae Camel

Directors
Danielle H. Moore
Patti Waller
Michael Brown
Greg Dunham
Joaquin Almazan
Susy Diaz
Allan Kaulbach
Roger Michaud
Betty Resch
Jan Rodusky
Malise Sundstrom
Shalonda Warren
Marc Wigder

Immediate Past President
Chelsea Reed

Executive Director
Amelia Jadoo

Deputy Executive Director
JeRiise Hansen

November 12, 2025

Palm Beach County League of Cities, Inc.
Statement of Opposition
to
Palm Beach County MSTU Local Bill

At a Special Meeting held on November 10, 2025, the Board of Directors of the Palm Beach County League of Cities, Inc. ("League") voted unanimously to oppose the Local Bill relating to Palm Beach County Municipal Service Taxing Units ("Local Bill") that will be presented to the Legislative Delegation for consideration on November 13, 2025. The Board's opposition is predicated upon both procedural deficiencies and substantive defects, including noncompliance with existing law.

Procedurally, the proponents of the Local Bill failed to consult with or provide advance notice of the Local Bill to the League prior to the Palm Beach County Board of County Commissioners' meeting on October 28, 2025. Pursuant to the Palm Beach County Charter, it is customary for local ordinances with county-wide impact to be presented to the League before county consideration, ensuring that municipal interests are duly represented. Although the Local Bill is not a county-wide ordinance, it constitutes proposed state legislation with local application that directly affects the municipalities represented by the League, and is likely to impact the fiscal interests, growth and land-use planning, and emergency services of all 39 municipalities throughout the county. Moreover, the county's failure to coordinate with the League on the Local Bill undermines recent collaborative efforts to foster partnership on issues of shared local significance.

Substantively, notwithstanding statements to the contrary in the Local Bill Summary, the Local Bill—as written, including in its "Redraft-A" version—will likely result in double taxation, as identified in the City of Palm Beach Gardens Resolution 85, 2025. Additionally, neither the Local Bill nor its Summary provides any explanation or supporting data for the statements of support made therein, including assertions that the Local Bill is intended to "avoid adverse impacts to the health and safety of the residents in unincorporated areas of Palm Beach county," "there have been increasing instances of taxpayers being forced to fund duplicative fire rescue infrastructure in the annexed MSTU areas," and municipalities are annexing "tax-desirable properties within the PBFire MSTU."

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FLC FLORIDA LEAGUE OF CITIES
National League of Cities Associate Members

Additionally, the League's Attorney, Keith Davis, expressed concerns regarding the legality of the Local Bill. Attorney Davis has opined as follows: The Local Bill is contrary to existing Florida Law that regulates municipal annexation. Ch. 171, Florida Statutes sets forth a comprehensive framework for municipal annexation. The stated purpose of the statutory regulatory scheme for municipal annexation, among other things, is to "establish UNIFORM legislative standards throughout the state for the adjustment of municipal boundaries," to "ensure the efficient provision of urban services…," and to "ensure that areas are not annexed unless municipal services can be provided to those areas." Sec. 171.021, F.S. (2025). Ch. 171, Florida Statutes goes on to require, as a prerequisite to annexation, the completion of a feasibility study to determine that urban services (including fire rescue services) can in fact be provided after annexation. Sec. 171.042, F.S. (2025). Given these long standing and heretofore successful precautionary measures already found in state law, it is difficult to understand what actual "adverse impacts" the Local Bill is attempting to protect Palm Beach County residents from (as stated in the Section 1 of the Local Bill). Finally, although the Local Bill provides an opportunity for the county and an annexing municipality to enter into an interlocal agreement and allow the municipality to assume jurisdiction for the provision of fire rescue services and not pay the county the equivalent of the MSTU ad valorem revenue that would be attributed to the newly annexed properties, this does nothing to address the stated purpose of the Local Bill, which as explained above, is to protect residents of unincorporated Palm Beach County from certain (unidentified) adverse impacts that result from the activity of municipal annexation.

For the foregoing reasons, the Palm Beach County League of Cities, Inc. opposes the Local Bill in its current form and respectfully urges the Legislative Delegation to defer its consideration until the 2027 legislative session. Deferral will facilitate meaningful collaboration among municipalities, bill proponents, and stakeholders to craft revised legislation that accommodates all interests, avoids litigation, eliminates the need for subsequent corrective measures, and prevents wasteful expenditure of taxpayer dollars on rushed legislation prone to future legislative amendment or judicial challenge.

Amelia N. Jadoo, Executive Director
Palm Beach County League of Cities, Inc.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

TO: **Mayor and Councilmembers of the Town of Loxahatchee Groves**

FROM: **Francine Ramaglia, Town Manager**

DATE: **December 2, 2025**

SUBJECT: **Presentation on Legislative Update by Ronald L. Book, Town Lobbyist – Review of 2026 Legislative Issues, Town Priorities, and Council Direction**

Legal Sufficiency:	☐ **Reviewed**	☒ **Not Reviewed**
	☐ **Approved**	☐ **Not Approved**

Ronald L. Book, the Town's Lobbyist, will provide a comprehensive legislative update to the Town Council covering the 2026 State Legislative Session. The purpose of this agenda item is for the Council to receive the presentation, review the attached list of legislative issues impacting the Town of Loxahatchee Groves, and provide direction to staff regarding the Town's legislative goals, priorities, and advocacy strategy for the upcoming session.

BACKGROUND

Each year, the Town participates proactively in the State legislative process to ensure that its rural interests, infrastructure needs, fiscal constraints, and community priorities are clearly communicated and protected. Legislative activity in advance of the 2026 Session includes substantial bills and statewide initiatives that may directly impact the Town's financial structure, rural preservation efforts, public safety services, housing policies, and appropriations requests.

To support the Council in setting formal legislative priorities, Mr. Book will brief the Council on bills filed to date, anticipated issues, and recommended areas of focus.

CURRENT LEGISLATIVE ISSUES AFFECTING LOXAHATCHEE GROVES

Based on the Town's ongoing monitoring and the documentation provided, several major topics are expected to impact the Town during the 2026 Session:

1. **Property Taxes / MSTU Impacts**
    - Countywide tax distribution and MSTU financial equity issues remain central to the Town's fiscal outlook. The Property Appraiser data (see attached analysis) demonstrates the Town's rural tax structure and the disproportionate impacts of countywide assessments.

2. **Rural Designation Efforts**

    - The Town's Rural Demonstration Report shows more than 3,000 acres of bona fide agriculture and rural-residential parcels, supporting legislative requests for rural recognition and protections.

3. **Rural Renaissance Bill**

    - Early draft concepts under discussion may provide opportunities for rural investment, agricultural protections, and infrastructure support tailored to non-urban communities like the Groves.

4. **Two State Appropriations Requests (FY 2026–27)**

    - **Stormwater System Rehabilitation – Phase 3**

    - **Canal Pumps, Weirs, and Gate Upgrades**
      Both require Council support and may benefit from targeted advocacy by the Town's lobbyist.

    Supported by Senator Gayle Harrell and Representatives Anne Gerwig and Meg Weinberger.

5. **Housing Bill**

    - Draft YIMBY-style legislation (TOD Act, Starter Homes Act) proposes mandatory minimum densities, ADU allowances, and administrative approvals that may conflict with the Town's rural scale, open-graded road system, and agricultural land pattern.

6. **Fireworks Local Bill**

    - A bill affecting fireworks regulation has been submitted. Correspondence confirms lobbyist engagement and the need for messaging and delegation coordination. Supported by Representatives Anne Gerwig and Meg Weinberger.

7. **SB 180 – Lawsuits Related to Property Taxes**

    - SB 180 involves litigation procedures and potential fiscal exposure related to value-based property tax challenges—important due to our high share of agricultural and homestead parcels.

8. **HB 123 – Property Assessment and Revenue Changes**

    - HB 123 may affect revenue predictability, assessment practices, and local taxing authority, with notable implications for rural municipalities.

9. **Tree Trimming & Mitigation (SUPPORT & MONITOR)**
   Emerging legislation (such as last year's SB 724, the "Fallen Tree Act", which is likely to reappear) seeks to make private property owners liable for damage caused by falling trees and allow for the unilateral removal of hazardous vegetation.
   - Town Position: We support the intent of enhancing homeowner safety and reducing municipal liability, which aligns with our storm resilience goals.
   - Mitigation Requirement: However, we advocate for balanced standards. While necessary removals must be allowed, we support stronger mitigation requirements for developers to ensure that "safety" is not used as a loophole to clear-cut our canopy without replacement.
10. **Utility Relocation & Coordination (SUPPORT)**
    Following the passage of HB 703 (2025), new mandates regarding relocation timelines and the creation of a Utility Relocation Reimbursement Grant Program are in effect.
    - Benefit: This legislation provides critical funding opportunities for local infrastructure projects and mandates timely coordination with FDOT and utilities.
    - Action: We strongly support this framework as it reduces cost burdens and construction delays on Town road and drainage projects. Staff is directed to update relocation agreements and aggressively pursue available grants.
11. **Additional Legislative Items to Watch (MONITOR)**
    Short-Term Rentals: We must retain local control over occupancy to prevent large lots from becoming unregulated "party houses."
    - Sovereign Immunity Limits: We ***support an exemption for small municipalities*** regarding proposed increases to liability payout caps.

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2026-27

For projects meeting the definition of House Rule 5.14

Only Members of the Florida House of Representatives can officially submit an Appropriations Project Request

Your request will not be officially submitted unless all questions and applicable sub parts are answered. The information provided in the request will be posted on the House website and available for public review if an Appropriations Project Request is published by a Representative.

1. **Title of Project:** Control Structure Resiliency Improvements
2. **Date of Submission:** 11/14/2025
3. **House Member Sponsor:** Meg Weinberger
4. **Details of Amount Requested:**

   a. Has funding been provided in a previous State budget for this activity? ○ Yes ◉ No

   b. What is the most recent fiscal year the project was funded? <Select Fiscal Year>

   c. Were the funds provided in the most recent fiscal year subsequently vetoed? ○ Yes ◉ No

   d. Complete the following Project Request Worksheet to develop your request.

FY:	Input Prior Year Appropriation for this project for FY 2025-26 *(If appropriated in FY 2025-26 enter the appropriated amount, even if vetoed.)*			Nonrecurring Funds Request for FY 2026-27		
Column:	**A**	**B**	**C**	**D**	**E**	**F**
Funds Description	Prior Year Recurring Funds	Prior Year Nonrecurring Funds	Total Funds Appropriated	**Operations**	**Fixed Capital Outlay (FCO)**	**TOTAL Operations + Fixed Capital Outlay (FCO)**
Input Amounts			0		750000	750000

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2026-27

e. Provide the total cost of the project for FY 2026-27 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	% of Total	Are the other sources of funds guaranteed in writing?	
1. Amount Requested from the State in this Appropriations Project Request	750000	23.191094619 %		
2. Federal	0	0 %	○ Yes	◉ No
3. State (Excluding the requested Total Amount in #4d, Col F)	1734000	53.61781076 %	○ Yes	◉ No
4. Local	750000	23.19109461 %	◉ Yes	○ No
5. Other	0	0 %	○ Yes	○ No
TOTAL	3234000	100 %		

5. Is this a multi-year project requiring funding from the state for more than one year? ◉ Yes ○ No

   a. How much state funding would be requested after 2026-27 over the next 5 years? <1M

   b. How many additional years of state support do you expect to need for this project? 2 years

   c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity". 1-3M

6. Is this project related to relief or recovery from a natural disaster? ○ Yes ◉ No

   a. If yes, provide the name or a description of the natural disaster and briefly describe how the funding will be used for relief or recovery.

This project is required to avert and mitigate flooding and potential storm damage and disaster--the control structures and single pump that the stormwater system relies upon are over 50 years old with significant unaddressed deferred maintenance.The project is shovel-ready, regionally significant, and aligns with SFWMD priorities, providing high value and low implementation risk.

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2026-27

7. Which is the most appropriate state agency to place an appropriation for the issue requested?

   Department of Environmental Protection

   a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? ○ Yes ○ No

   b. Describe suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures.

   reimbursement of funds to the state.

8. Requester:

   a. First Name: Francine Last Name: Ramaglia

   b. Organization: Town of Loxahatchee Groves

   c. Email: Framaglia@loxahatcheegrovesfl.us

   d. Phone #: 5617932418

9. Contact for questions about specific technical or financial details about the project.

   a. First Name: Francine Last Name: Ramaglia

   b. Organization: Town of Loxahatchee Groves

   c. Email: Framaglia@loxahatcheegrovesfl.us

   d. Phone #: 5617932418

10. If there is a registered lobbyist working to secure funding for this project, fill out the information below. If not, click None ☐

    a. First Name: Ronald Last Name: Book

    b. Firm: Ronald L. Book, P. A.

    c. Email: Ron@rlbookpa.com

    d. Phone #: 850.224.3427

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2026-27

11. Organization or Name of entity receiving funds:

    a. Name: Town of Loxahatchee Groves

    b. County (County where funds are to be expended) Palm Beach

    c. Service Area (Counties being served by the service(s) provided with funding)

    Palm Beach County

12. What type of organization is the entity that will receive the funds?

    Local Government

    If other, please describe:

13. What is the specific purpose or goal that will be achieved by the funds being requested?

    Retrofit/modernize the pump station & three critical water control structures on Southern Blvd to maintain water levels, prevent flooding, protect agriculture, & safeguard local infrastructure. These improvements strengthen long-term water-management reliability, support agricultural & equestrian operations, and reduce emergency response costs. The project also provides regional benefit by improving flood-control performance on the Southern Blvd corridor & supporting shared objectives w/ SFWMD

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2026-27

14. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Amount Requested (Total should equal 4d, Col. F) Enter '0' if request is zero for the category
Administrative Costs		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/ Travel/Supplies/Other		
Consultants/ Contracted Services/ Study		
Operational Costs		
Salaries and Benefits		
Expenses/Equipment/ Travel/Supplies/Other		
Consultants/ Contracted Services/ Study		
Fixed Capital Construction/Major Renovation		
Construction/Renovation/ Land/Planning Engineering	Design and Permitting: $300,000 Bidding and Procurement: $24,000 Construction, repairs and improvements at pump stations and control structures $2,484,000	750000
Total Requested		750

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2026-27

15. For Fixed Capital Costs requested in Question 14, what type of ownership will the facility be under when complete?

Local Government

If other, please describe:

100 maximum characters allowed

16. Is the project request an information technology project? ○ Yes ◉ No ***Water projects skip to #17***

a. Will this information technology project be managed within a state agency to support state agency program goals? ○ Yes ○ No

b. What is the total cost (all years) to design and build the project?

c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?

d. Has the state agency indicated it has sufficient funds for the ongoing annual recurring costs within its current operating budget? ○ Yes ○ No

e. What are the specific business objectives or needs the IT project is intended to address?

400 maximum characters allowed

f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?

100 maximum characters allowed

17. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing or other expressions of support? ◉ Yes ○ No

Please describe:

Tremendous local public outcry to rehabilitate neglected infrastructure related to drainage & storm water, at every council meeting, every day during storm season. Our system is dilapidated & cannot manage necessary outflows in storm conditions-often collapse causing road washouts and significant flooding. Project and funding request approved at the Town Council meeting, (a public hearing).

18. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served? ◉ Yes ○ No

Please describe:

yes-a full condition assessment was performed by an independent engineering firm, including subcontracted divers and specialty electrical firms to evaluate the full extent of necessary retrofit/rehabilitation/replacement and modernization necessary.Regional partners, including SFWMD, recognize the shared benefit of improved flood-control performance along the Southern Blvd corridor.

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2026-27

19. Will the requested funds be used directly for services to citizens? ○ Yes ○ No ***Water projects skip to #20***

a. What are the activities and services that will be provided to meet the purpose of the funds?

400 maximum characters allowed

b. Describe the direct services to be provided to the citizens by the funding requested.

400 maximum characters allowed

c. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups"). Select all that apply to the target population:

- ☐ Elderly persons
- ☐ Persons with poor mental health
- ☐ Persons with poor physical health
- ☐ Jobless persons
- ☐ Economically disadvantaged persons
- ☐ At-risk youth
- ☐ Homeless
- ☐ Developmentally disabled
- ☐ Physically disabled
- ☐ Drug users (in health services)
- ☐ Preschool students
- ☐ Grade school students
- ☐ High school students
- ☐ University/College students
- ☐ Currently or formerly incarcerated persons
- ☐ Drug offenders (in criminal Justice)
- ☐ Victims of crime
- ☐ General (The majority of funds will benefit no specific group)
- ☐ Other, please describe:

Required if 18c - Other is checked (100 maximum characters allowed)

d. How many in the target population are expected to be served? <Click to Select>

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2026-27

20. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies):

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve physical health	Reduce exposure of residents, students (including children attending the Town's two elementary schools and multiple preschools), equestrian workers, agricultural laborers, and animals to health hazards caused by standing water—such as bacteria, mold, mosquito-borne illnesses, and contaminated runoff. Flood prevention directly benefits homes, barns, livestock shelters, Palm Beach State	Track post-storm standing-water duration at control structures, barns, equestrian areas, and agricultural sites; track reductions in mosquito control calls, public health complaints, and animal health incidents reported by sanctuaries and rescues.
Improve mental health	Reduce stress on families, schoolchildren, teachers, preschool staff, and animal caretakers caused by repeated flooding and/or fear of potential flooding and property damage, unsafe travel conditions, washed-out roads, and risks to pets, horses, livestock, and rescued animals during severe weather.	Recognizable reduction in public outcry and complaints. Use community surveys (including parents, PBSC, Keiser University, churches, preschools, elementary schools, and animal rescues) to measure changes in perceived safety and disruption; track declines in storm-related complaints and emergency calls.
Enrich cultural experience	Improve access to equestrian activities, rural trails, agricultural learning programs, agritourism venues, church programs, environmental education sites, and community events for students and families—including field trip sites, school-based outdoor learning, and youth agricultural programs.	Track open days and reduced closures at equestrian facilities, agritourism venues, churches, sanctuaries, and community centers; document reductions in weather-related cancellations and program interruptions.
Improve agricultural production/ promotion/education	Protect crops, livestock (horses, cattle, goats, pigs), exotic birds, and sanctuary animals from prolonged standing water. Support the educational programs that involve local schools, preschools, and agricultural field learning experiences. Stabilize operations for 70+ agricultural businesses, equestrian centers, sanctuaries, and agritourism venues.	Annual reporting from agricultural and livestock operators and youth agricultural programs documenting reductions in crop loss, livestock illness, veterinary interventions, and access disruptions.
Improve quality of education	Ensure safe, reliable access for students attending the Town's two elementary schools, neighborhood preschools and early learning centers, Palm Beach State College, Keiser University's Equestrian School, and church-based educational programs. Reduced flooding prevents school bus delays, transportation hazards, and lost instructional time.	Track reductions in school bus detours, delayed arrivals, storm-related absences, early dismissals, and travel-related safety incidents. Compare pre- and post-project data for both elementary schools and preschool centers.
Enhance/preserve/improve environmental or fish and wildlife quality	Improve stormwater flow and reduce pollutant load entering canals and natural habitats supporting wildlife, exotic bird sanctuaries, farm animals, equestrian facilities, agricultural land, and preserved open space.	Conduct quarterly surface-water sampling (turbidity, nutrients, dissolved oxygen); monitor wildlife, sanctuary, and barn-area incident reports.
Protect the general public from harm (environmental, criminal, etc.)	Reduce road washouts, flooding of school travel routes, and hazardous conditions on the rural road network used daily by elementary school students, preschool families, teachers, agricultural workers, and rescue operators such as Big Dog Ranch Rescue.	Track reductions in road closure events, emergency repairs, animal rescue calls, and K-12 transportation disruptions; compare pre- and post-project data.

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2026-27

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve transportation conditions	Reduce road washouts, flooding of 60 lane miles of local rural roads and travel disruptions affecting elementary school routes, preschools, Palm Beach State College, Keiser University Equestrian School, agricultural operations, equestrian centers, and animal sanctuaries such as Big Dog Ranch Rescue.	regular monitoring and reports by city officials, law enforcement, fire rescue, FPL, etc to track reductions in emergency road closures, detours, storm-related travel delays, and transportation service calls; compare pre- and post-project travel reliability along primary routes.
Increase or improve economic activity	Enhance operational stability for hundreds of agricultural enterprises, nurseries, equestrian businesses, and agritourism operators by reducing flood-related shutdowns, crop loss, livestock health impacts, and access barriers for workers and customers.	Annual reporting from agricultural, equestrian, and commercial operators measuring reductions in revenue loss, access disruptions, and storm-related downtime; track new business openings and capital investment after project completion.
Increase tourism	Increase year-round tourism by reducing storm-related closures during both major seasons: the Growing Season (nurseries, produce stands, agritourism, field experiences) and the Tourist/Equestrian Season (equestrian shows, boarding, trail riding, animal sanctuaries, exotic bird preserves, rural recreation). Improved stormwater control keeps roads open and tourism venues accessible.	Track annual visitor counts, equestrian program registrations, sanctuary and preserve tours, agritourism bookings, nursery sales traffic, and seasonal event attendance. Measure reductions in weather-related cancellations, travel disruptions, access issues, and facility closures during both the agricultural and winter tourist seasons following project completion.
Create specific immediate job opportunities	Create 3–5 immediate professional and skilled labor positions through design, surveying, construction, and control-structure modernization work, prioritizing local engineering, construction, and technical firms.	Track contractor hiring documentation, project payroll records, and number of workers assigned to the project, with preference given to local firms within Palm Beach County.
Enhance specific individual's economic self sufficiency	Improve the economic stability of local workers, agricultural laborers, equestrian staff, and animal-care personnel by preventing flood-related road closures that interrupt commuting, reduce work hours, and limit access to income-producing opportunities. The project also supports self-sufficiency for residents who rely on consistent access to schools, colleges, and training programs.	Track reductions in storm-related work disruptions, missed shifts, and access barriers reported by local agricultural businesses, equestrian centers, nurseries, sanctuaries, and institutions such as Palm Beach State College and Keiser University. Measure changes in worker attendance, continuity of income, and access to education and training programs before and after project completion.
Reduce recidivism	Improve consistent access to employment, schooling, vocational programs, and community support institutions by reducing storm-related interruptions that can contribute to instability among at-risk individuals.	Track reductions in weather-related transportation disruptions reported by local employers, schools, Palm Beach State College, Keiser University, and community institutions; monitor accessibility trends for programs serving at-risk youth and adults.
Reduce substance abuse	Reduce stressors associated with storm-related disruptions that can contribute to behavioral health issues within rural households by improving stability, road safety, and access to community institutions including churches, schools, and youth programs.	Monitor reductions in storm-related disruptions to family routines, school closures, and community services; collect supplemental anecdotal and survey data from local faith-based organizations and community service providers. PBSO and Fire Rescue call statistics

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2026-27

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Divert from Criminal/ Juvenile Justice System	Reduce storm-related barriers that disrupt access to schools, jobs, mentoring programs, and community institutions that help keep at-risk youth engaged and out of the criminal/juvenile justice system.	Track reductions in storm-driven school absences, travel disruptions, and program interruptions; collect feedback from schools, youth programs, and community organizations.
Improve wastewater management	Reduce stormwater flooding that saturates soils and impairs the function of septic systems, preventing backups, overflows, and public health risks during heavy rainfall.	Track the number of septic overflow complaints or failures during storm events and compare pre- and post-project frequency; monitor reductions in saturated soil conditions near septic drainfields.
Improve stormwater management	preventing local, rural road washouts with improvements to major canal junctions, pump stations, control structures and public culvert crossings, including high priority repairs of culverts, swales and catch basins - 3 major culverts, installation of 20 new catch basins, and improved flood protection for 42 lane miles of local connector roads	regular monitoring and reports by city officials, law enforcement
Improve groundwater quality	Improve groundwater protection by reducing standing water and runoff that can carry contaminants from agricultural areas, barns, and saturated septic drainfields into the shallow aquifer relied upon for private wells.	Monitor shallow groundwater test results (where available), environmental health reports, and reductions in standing-water exposure near wells and septic areas.
Improve drinking water quality	Protect households relying on private wells by minimizing flood conditions that increase the risk of bacterial and nutrient contamination from surface runoff or compromised septic systems.	Track water-quality complaints, voluntary well-testing results, and reductions in storm-related contamination risks associated with wellfield ponding and septic saturation.
Improve surface water quality	Improve surface water quality by modernizing three aging control structures to increase flow, reduce stagnation, and limit nutrient-rich and sediment-laden stormwater from accumulating near residential, agricultural, equestrian, and sanctuary properties. The upgrades reduce nutrient loading and sediment resuspension and support healthier canal conditions in coordination with SFWMD.	Conduct routine canal sampling for turbidity, nutrients, dissolved oxygen, and clarity; monitor reductions in stagnation zones; and compare pre- and post-project storm-event flow performance using SFWMD operational data.
Other (Please describe)	Strengthen regional flood protection & economic resilience by modernizing three critical control structures for agriculture, equestrian operations, elementary schools, preschools, Palm Beach State College, Keiser University, churches, nurseries, animal sanctuaries, & rural businesses. The project avoids failures that would trigger far more expensive emergency repairs and state disaster response	Track reductions in emergency repairs, disaster-response actions, road closures, school-access disruptions, agricultural and equestrian losses, and animal rescue events. Compare pre- and post-project performance data for Town facilities and SFWMD operations.

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2026-27

The questions below are additional questions for water projects only

21. Have you applied for alternative state funding? Select all that apply:
    a. ☐ Wastewater Revolving Loan
    b. ☐ Drinking Water Revolving Loan
    c. ☐ Small Community Wastewater Treatment Grant
    d. ☐ Resilient Florida Grant
    e. ☐ Water Quality Improvement Grant
    f. ☐ Other (Please describe)
    g. ☑ N/A

22. What is the population economic status?
    a. ○ Financially Disadvantaged Municipality
    b. ○ Rural Area of Critical Economic Concern
    c. ○ Rural Community Experiencing Economic Distress
    d. ◉ N/A

23. What is the status of construction?
    a. ◉ Ready
    b. ○ Not Ready

24. What percentage of construction has been completed?
    0

25. What is the estimated completion date of construction?
    09/30/2027

A bill to be entitled

An act relating to local government land use authority; providing a short title; creating 163.3257, F.S.; establishing guidelines for the implementation of land use regulations by local governments near public transit and arterial roads; amending s. 125.01055, F.S.; amending s. 166.04151, F.S.; providing an effective date.

Be it enacted by the Legislature of the State of Florida:

Section 1. This act may be cited as the "Transit-Oriented Development Act" or "TOD Act."

Section 2. As used in this act, the term:

(1) "Regulation" means any regulation, ordinance, resolution, rule, development order, development agreement, government action, or other policy.
(2) "Local government" and "development" as defined in s. 163.3221.
(3) "Housing organization" means a trade or industry group that constructs or manages housing units, a nonprofit organization that provides or advocates for increased access or reduced barriers to housing, or a nonprofit organization that is engaged in public policy research, education, or outreach that includes housing policy-related issues.
(4) "Adjacent to" means that two lots share more than one point of a property line, and does not include lots separated by a public road.
(5) "Lot that is adjacent to single-family dwellings" means a lot that is adjacent to, on two or more sides, a lot that is one of at least 25 contiguous residential lots, and all such contiguous residential lots contain single-family dwellings.
(6) "Bus rapid transit service" means bus service that operates in full-time dedicated transit lanes, business-access-and-transit (BAT) lanes, or in a separate right-of-way dedicated for public transportation.
(7) "Permanent public transit stop" means any stop or station for any bus rapid transit service, commuter rail service or intercity rail transportation system as defined in s. 341.301, or fixed-guideway transportation system as defined in s. 341.031, except airport people movers.
(8) "Prohibited from requiring" means prohibited from enacting, adopting, promoting, enforcing, or otherwise applying any regulation that mandates, compels, or otherwise requires compliance with the specified conditions.
(9) "Arterial road" as defined in s. 334.03(1).
(10) "TOD" means "Transit-Oriented Development."
(11) "Tier 1 TOD zone" means the area within a one-quarter mile radius of a permanent public transit stop. A Tier 1 TOD zone supersedes a Tier 2 or a Tier 3 TOD zone for the same lot.

(12) "Tier 2 TOD zone" means the area between a one-quarter mile radius and a one-half mile radius of a permanent public transit stop. A Tier 2 TOD zone supersedes a Tier 3 TOD zone for the same lot.

(13) "Tier 3 TOD zone" means the area within a one mile radius of any arterial road in a rural community as defined in s. 288.0656(2)(e).

Section 3. Section 163.3257, Florida Statutes, is created to read:

(1) The Legislature finds that the median price of homes in the state has increased steadily over the last decade, rising at a greater rate of increase than the median income of residents in the state. The Legislature finds that there is currently a housing shortage in the state that has caused the cost of homeownership and renting to often exceed an amount that is attainable for residents of the state. The Legislature finds that there is chronic traffic congestion on roadways in the state due to new residents moving to the state, and this chronic traffic congestion constrains economic activity across the state. The Legislature finds that the housing shortage and chronic traffic congestion in the state constitute threats to the health, safety, and welfare of the residents of the state, and that this housing shortage and chronic traffic congestion are caused to a significant extent by burdensome land development regulations and zoning regulations enacted by local governments that lack flexibility due in part to inhibiting the construction of housing near transportation infrastructure. The Legislature finds that the construction of housing near transportation infrastructure, such as railways and rapid transit facilities, will reduce the chronic traffic congestion on our roadways and will increase the utility of state and local investments in transportation infrastructure. The Legislature also finds that the construction of housing near transportation infrastructure will increase the supply of housing, which will help address the housing shortage and make home ownership and renting more attainable for the residents of the state. Therefore, the Legislature finds that the flexibility of allowing more construction of housing near transportation infrastructure by reducing burdensome land development regulations and zoning regulations enacted by local governments serves an important public purpose by increasing the supply of housing, which will help address the housing shortage and help reduce the chronic traffic congestion in the state, making home ownership and renting more attainable for residents of the state and increasing economic activity across the state.

(2) By December 1, 2026, local governments must establish Tier 1, Tier 2, and Tier 3 TOD zones in their comprehensive plans, land development regulations, and zoning regulations, and create a list of permitted nonresidential uses for lots that are partly or fully within each TOD zone.

(3) For lots that are partly or fully within a Tier 1 TOD zone, local governments are prohibited from requiring:

(a) A maximum building height below 180 feet or 15 stories, whichever is higher, or below 10 stories or 115 feet for a lot that is adjacent to single-family dwellings.

(b) A maximum floor area ratio for residential use below 12, or below eight for a lot that is adjacent to single-family dwellings.
(c) A maximum floor area ratio for nonresidential use below six, or below four for a lot that is adjacent to single-family dwellings.
(d) A setback requirement, unless in exchange for a development incentive.
(e) More than 10 percent of lot area be reserved for open space or permeable surface.
(f) A minimum number of parking spaces for any use.

(4) For lots that are partly or fully within a Tier 2 TOD zone, local governments are prohibited from requiring:
(a) A maximum building height below eight stories or 85 feet, whichever is higher, or below four stories or 45 feet for a lot that is adjacent to single-family dwellings.
(b) A maximum floor area ratio for residential use below six, or below three for a lot that is adjacent to single-family dwellings.
(c) A maximum floor area ratio for nonresidential use below three, or below two for a lot that is adjacent to single-family dwellings.
(d) A setback requirement, unless in exchange for a development incentive.
(e) More than 20 percent of lot area be reserved for open space or permeable surface.
(f) A minimum number of parking spaces for any use.

(5) For lots that are partly or fully within a Tier 3 TOD zone, local governments are prohibited from requiring:
(a) A maximum building height below four stories or 45 feet, whichever is higher.
(b) A maximum floor area ratio for residential use below three.
(c) A maximum floor area ratio for nonresidential use below 1.5.
(d) A setback requirement of more than 20 feet, unless in exchange for a development incentive.
(e) More than 30 percent of lot area be reserved for open space or permeable surface.
(f) A minimum number of parking spaces greater than 1.5 per dwelling unit.

(6) For lots that are partly or fully within a Tier 1, Tier 2, or Tier 3 TOD zone, local governments are prohibited from requiring:
(a) A maximum residential density, normally measured in units per acre.
(b) A minimum dwelling unit size greater than what is required by Section 1208 of the Florida Building Code and Section R304 of the Florida Residential Code.

(4) Local governments shall establish TOD zones based on permanent public transit stops and arterial roads within their jurisdiction as of January 1, 2026. Local governments shall establish additional TOD zones for each new permanent public transit stop and arterial road that is opened for public use after January 1, 2026. Local governments shall not eliminate or scale back any

TOD zones, regardless of whether a permanent public transit stop or an arterial road closes after January 1, 2026.

(5) Within the zones established by this section, if an application for a development meets the requirements established by a local government's land development regulations, or if an application for a development to receive a bonus for height, density, or floor area ratio meets the requirements for that bonus, pursuant to a regulation of a local government, then the application shall be approved administratively, and the local government is prohibited from requiring any further action by any governing body, quasi-judicial or administrative board, or reviewing body. The local government shall administratively approve the application no more than 20 business days as defined in s. 520.61(3) after receiving the application, or the local government shall provide a written notice to the applicant that identifies the specific features that do not comply with the applicable requirements; if the local government fails to provide such a written notice, then the application shall be deemed approved, and the local government shall issue the relevant documentation for the approval on the next business day.

(6) Public transit providers as defined in s. 341.031(1) are encouraged to develop the properties they own within TOD zones, including, but not limited to, public transit stops, stations, or parking facilities. Net proceeds from such development shall be kept in the transit agency's funds for operations, maintenance, and capital improvements. If a public agency, such as the Florida Department of Transportation or a local government, owns a plot of land greater than five acres and less than 1000 feet from a permanent public transportation stop, such as park-and-ride facilities, they are encouraged to develop the land and transfer a portion of the net proceeds to the public transit provider's fund for operations, maintenance, and capital improvements.

(7) For lots that occupy historic properties or historic resources as defined in s. 267.021(4), local governments are prohibited from requiring any regulation that discriminates against a development within the zones established by this section, except to prevent the demolition or alteration of protected historic structures that are individually listed in the National Register of Historic Places or are a contributing resource to a National Register-listed district.

(8) Private right of action: a person or a housing organization adversely affected or aggrieved by a local government's violation of this section may bring an action against the local government or an officer or employee of the local government in the officer's or employee's official capacity for relief.

(a) The immunity of a local government and its officers and employees to suit and from liability is waived to the extent of liability created by this section.
(b) A claimant must bring an action under this section in a county in which the real property that is the subject of the action is wholly or partly located.

(c) This action shall utilize the process outlined in s. 163.3215(8)(a) concerning the summary procedure and the advancement of the cause on the calendar.

(d) In an action brought under this section, a court may:

1. Enter a declaratory judgment under Chapter 86; and
2. Issue a writ of mandamus compelling a defendant officer or employee to comply with this section; and
3. Issue an injunction preventing the defendant from violating this section.

(e) A court shall award reasonable attorney's fees and court costs incurred in bringing an action under this section to a prevailing claimant.

Section 4. Subsection 7(a) of section 125.01055, Florida Statutes, is amended to read:

(7) (a) A county must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use, ~~and~~ in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use, and on any lots that are partly or fully within a Tier 1, Tier 2, or Tier 3 TOD Zone, if at least 40 percent of the residential units in a proposed multifamily development are rental units that for a period of at least 30 years, are affordable as defined in s. 420.0004.

Section 5. Subsection 7(a) of section 166.04151, Florida Statutes, is amended to read:

(7) (a) A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use, ~~and~~ in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use, and on any lots that are partly or fully within a Tier 1, Tier 2, or Tier 3 TOD Zone, if at least 40 percent of the residential units in a proposed multifamily development are rental units that for a period of at least 30 years, are affordable as defined in s. 420.0004.

Section 6. This act shall take effect July 1, 2026.

A bill to be entitled

An act relating to lot size and dwelling flexibilities with respect to local governments; creating 163.3254, F.S.; establishing guidelines for the implementation of minimum lot size, lot split flexibility, and dwelling flexibility requirements by local governments; providing definitions; providing exceptions; providing a short title; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. This act may be cited as the "Florida Flourishes Through Starter Homes Act."

Section 2. Section 163.3254, Florida Statutes, is created to read:

163.3254 Lot size and dwelling flexibilities; local governments.

(1) The Legislature finds that the median price of homes in this state has increased steadily over the last decade, rising at a greater rate of increase than the median income in the state. The Legislature finds that the cost of home ownership or renting often exceeds an amount that is attainable for residents of the state. Article 1, Section 2 (Basic Rights) of the Florida Constitution states that "all natural persons, female and male alike, are equal before the law and have inalienable rights, among which are the right to enjoy and defend life and liberty, to pursue happiness, to be rewarded for industry, and to acquire, possess and protect property;" therefore the Legislature finds that any regulation on lots must require a relationship to public safety, health, or reasonable enjoyments and expectations of property. The Legislature finds that there is currently a housing shortage that constitutes a threat to the health, safety, and welfare of the residents of the state, and that this shortage is caused to a significant extent by burdensome regulations on lots by local governments that lack a relationship to public safety, health, or reasonable enjoyments and expectations of property. The Legislature also finds that these burdensome regulations on lots by local governments lack flexibility and inhibit the construction of starter homes on small lots, due in part to large minimum lot size requirements, and due in part to restrictions on the types of single-family dwellings allowed on lots, including the prohibition of duplexes, triplexes, quadplexes, and accessory dwelling units (ADUs). Hence the Legislature finds that the flexibilities of decreasing minimum lot sizes, and allowing more types of single-family dwellings on lots, serve important public purposes by enabling starter homes on small lots and allowing more single-family dwellings on lots, which will increase the supply of housing and help address the housing shortage, therefore making home ownership and renting more attainable for residents of the state.

(2) For the purpose of this section, the term:

(a) "Regulation" means any regulation, ordinance, resolution, rule, development order, development agreement, comprehensive plan, government action, or other policy.

(b) "Local government" and "development" as defined in s. 163.3221.
(c) "Housing organization" means a trade or industry group that constructs or manages housing units, a nonprofit organization that provides or advocates for increased access or reduced barriers to housing, or a nonprofit organization that is engaged in public policy research, education, or outreach that includes housing policy-related issues.
(d) "Single-family dwelling" means a single-family detached (SFD) home, single-family attached (SFA) home, duplex, triplex, quadplex, townhome, townhouse, row house, or accessory dwelling unit (ADU), together with the curtilage thereof.
(e) "Lot" means any lot, parcel, tract, tier, block, site, unit, or any other division of land that is zoned for residential use, or on which, whether in part or in whole, single-family dwellings are an existing or lawful use. For the purpose of this section, lots must be located outside of areas of critical state concern, as defined in ss. 380.055, 380.0551, 380.0552, 380.0553, and 380.0555.
(f) "Parent parcel" means the original lot from which subsequent lots are created.
(g) "Relationship to public safety, health, or reasonable enjoyments and expectations of property" means a real and substantial connection to protecting public safety, health, or reasonable enjoyments and expectations of property, such as requiring the structural integrity of structures, safe plumbing, safe electricity, and preventing nuisances.
(h) "Prohibited from requiring" means prohibited from enacting, adopting, promoting, enforcing, or otherwise applying any regulation that mandates, compels, or otherwise requires compliance with the specified conditions.
(i) "Lot split" means the division of one parent parcel into no more than eight lots.
(j) "Subdivision" means the division of one parent parcel into nine or more lots; and includes establishment of new streets and alleys, additions, and resubdivisions; and, when appropriate to the context, relates to the process of subdividing or to the lands or area subdivided.
(k) "Public transportation stop" means any stop or station for any public transit service on a fixed route with service headways of thirty minutes or less at peak periods, or any stop or station for any bus rapid transit service, commuter rail service or intercity rail transportation system as defined in s. 341.301, or fixed-guideway transportation system as defined in s. 341.031, excluding airport people movers.

(3) For lots that are connected to a public water system and a public sewer system, or as part of a subdivision plan, will be connected to a public water system and a public sewer system, local governments are prohibited from requiring:
(a) A minimum lot size of more than 1,200 square feet for existing lots and lots created by a lot split or subdivision.
(b) Fewer than one single-family dwelling per lot, exclusive of any ADUs.
(c) Fewer than one ADU per lot.

(d) A definition of single-family dwelling that does not include SFD homes, SFA homes, duplexes, triplexes, quadplexes, townhomes, townhouses, and ADUs.
(e) A setback more than 20 feet from the front and 10 feet from the rear lot lines.
(f) Minimum side setbacks.
(g) More than 30 percent of lot area be reserved for open space or permeable surface.
(h) A maximum building height of less than three stories or thirty-five feet above the FEMA base flood elevation.
(i) A maximum floor area ratio (FAR) of less than 3.
(j) Any individual dimension of a lot, including its width, to be more than 20 feet, provided that the lot meets the relevant minimum lot size requirement.
(k) The property owner to occupy the property.
(l) A minimum single-family dwelling size greater than what is required by Section 1208 of the Florida Building Code and Section R304 of the Florida Residential Code.
(m) A minimum number of parking spaces greater than one per unit for lots that are 4,000 square feet or less. Local governments are prohibited from requiring a minimum number of parking spaces for lots within one-half mile of a public transportation stop.
(n) Lots created by a lot split or a subdivision to front or abut a public right of way. Local governments shall allow lots and single-family dwellings to front a shared driveway, alley, or common open space, such as courtyards and pocket parks; local governments are prohibited from requiring a front setback for such lots and single-family dwellings.
(o) A maximum residential density, usually measured in single-family dwellings per acre, that is more restrictive than the components of this subsection.

(4) Local governments are prohibited from requiring any regulation on lots that lacks a relationship to public safety, health, or reasonable enjoyments and expectations of property.

(5) For lots that are connected to a public water system and a public sewer system, local governments are prohibited from requiring any regulation to apply for a lot split or to be approved for a lot split, except the following regulations that local governments may require:
(a) Compliance with the local government's land development and zoning regulations; the land development and zoning regulations shall not discriminate against the parent parcel of a lot split or any lot created by a lot split.
(b) Provision of relevant documentation and a fee no greater than required to cover the cost for the local government to review this documentation. Local governments are prohibited from requiring any other fee to apply for a lot split or be approved for a lot split.
(c) The parent parcel was not created by a lot split or subdivision during the prior two years.

(6) If an application for a lot split, subdivision, or development of single-family dwellings meets the requirements established by a local government's land development regulations, or if an application for a development to receive a bonus for height, density, or floor area ratio meets the requirements for that bonus, pursuant to a regulation of a local government, then the

application shall be approved administratively, and the local government is prohibited from requiring any further action by any governing body, quasi-judicial or administrative board, or reviewing body. The local government shall administratively approve the application no more than 20 business days as defined in s. 520.61(3) after receiving the application, or the local government shall provide a written notice to the applicant that identifies the specific features that do not comply with the applicable requirements; if the local government fails to provide such a written notice, then the application shall be deemed approved, and the local government shall issue the relevant documentation for the approval on the next business day.

(7) For lots that occupy historic properties or historic resources as defined in s. 267.021(4), local governments are prohibited from requiring any regulation that discriminates against a lot split, subdivision, or development of single-family dwellings, except to prevent the demolition or alteration of protected historic structures that are individually listed in the National Register of Historic Places or are a contributing resource to a National Register-listed district.

(8) This section shall not be construed to prohibit the enforcement of:

(a) Home Owner Association (HOA) rules established prior to January 1st, 2025, pursuant to Chapters 718, 719, and 720.
(b) Deed restrictions established prior to January 1st, 2025, pursuant to Chapter 712.

(9) Private right of action: a person or a housing organization adversely affected or aggrieved by a local government's violation of this section may bring an action against the local government or an officer or employee of the local government in the officer's or employee's official capacity for relief.

(a) The immunity of a local government and its officers and employees to suit and from liability is waived to the extent of liability created by this section.
(b) A claimant must bring an action under this section in a county in which the real property that is the subject of the action is wholly or partly located.
(c) This action shall utilize the process outlined in s. 163.3215(8)(a) concerning the summary procedure and the advancement of the cause on the calendar.
(d) In an action brought under this section, a court may:
    1. Enter a declaratory judgment under Chapter 86; and
    2. Issue a writ of mandamus compelling a defendant officer or employee to comply with this section; and
    3. Issue an injunction preventing the defendant from violating this section.
(e) A court shall award reasonable attorney's fees and court costs incurred in bringing an action under this section to a prevailing claimant.

Section 3. This act shall take effect July 1st, 2026.

LOXAHATCHEE GROVES FLORIDA

Demonstration of Rural Character

October 15, 2025

I. Introduction

Loxahatchee Groves is, in every sense, a rural town. While Palm Beach County has transformed into one of the most urbanized counties in Florida, the Groves has remained rooted in its founding purpose: a farming and equestrian settlement defined by open land, canals, and country roads.

This is not branding or lifestyle marketing. It is a measurable fact, demonstrated by the 2025 Palm Beach County Property Appraiser's tax roll. The roll provides hard evidence that Loxahatchee Groves is rural in land use, economy, infrastructure, and daily life.

II. Tax Roll as Rural Evidence

1. Parcels & Acreage

- Total parcels (with acreage): 1,600
- Total acreage: ~7,744.8 acres
- Parcels are overwhelmingly 5, 10, 20, and 40+ acres — not subdivision lots of 0.15–0.25 acres.

This is textbook rural land patterning.

2. Bona Fide Agriculture (BFA)

- Parcels classified as BFA: 402 (~25.1%)
- Total BFA acreage: ~2,883.0 acres (~37.2% of total)
  Subtypes:
  – Cropland → 6 parcels / ~265.9 acres
  – Pasture → 81 parcels / ~771.0 acres
  – Specialty (horse farms, nurseries) → 54 parcels / ~280.1 acres
  – Misc. Agriculture → 257 parcels / ~1,545.3 acres
  – Acreage not zoned res./ag. → 4 parcels / ~20.8 acres
  Certified, income-producing uses, verified annually by the Property Appraiser.

3. Agricultural Residential (AR)

- AR-Homestead: 544 parcels — families live and work on-site
- AR-Non-Homestead: 227 parcels — ag land without homestead filing

Demonstration of Rural Character

October 15, 2025

- AR-Unknown: 427 parcels — vacant, inactive, or label-truncated parcels
  These are not mystery parcels—they remain part of the rural landscape.

4. Complete Tax Roll Inventory (All Categories)

Category	Parcels	Acres	% Parcels	% Acres
Agricultural – Miscellaneous	257	1,545.3	16.1%	19.9%
Agricultural – Pasture	81	771.0	5.1%	10.0%
Agricultural – Specialty (horse farms/nurseries)	54	280.1	3.4%	3.6%
Agricultural – Cropland	6	265.9	0.4%	3.4%
Acreage not zoned ag/residential	4	20.8	0.3%	0.3%
Total Bona Fide Ag	402	2,883.0	25.1%	37.2%
Single Family Residential (mostly AR)	763	2,397.1	47.7%	31.0%
Other Residential	2	7.3	0.1%	0.1%
Vacant Residential	2	6.0	0.1%	0.1%
Mobile Homes	1	5.3	<0.1%	<0.1%
Other/Unknown	300	1,878.8	18.8%	24.2%
Unclassified / Vacant	130	567.2	8.1%	7.3%
TOTAL	1,600	7,744.8	100%	100%

III. Rural Tax Structure

- Parcels worth $200,000–$900,000 often generate only $1,200–$3,000 in ad valorem revenue.
- Even million-dollar tracts are taxed on agricultural income, not development value.
- Example: A 20-acre parcel valued at $2.5 million is taxed as $250,000 → ~$800/year. Without exemptions: ~$8,000/year.

This tax structure preserves rural viability and discourages speculative development.

Demonstration of Rural Character

October 15, 2025

IV. Infrastructure: Rural by Design

- Roads: open-graded, rural-scale—not FDOT-standard and no arterials.
- Trails: 110 years of canal-bank trails used daily for horses, pedestrians, and farm equipment.
- Utilities: no internal sewer or municipal water systems—pretty much everyone on wells and septic; canals provide drainage and irrigation.
  The physical infrastructure cannot support suburbanization—it is inherently rural.

V. Conclusion

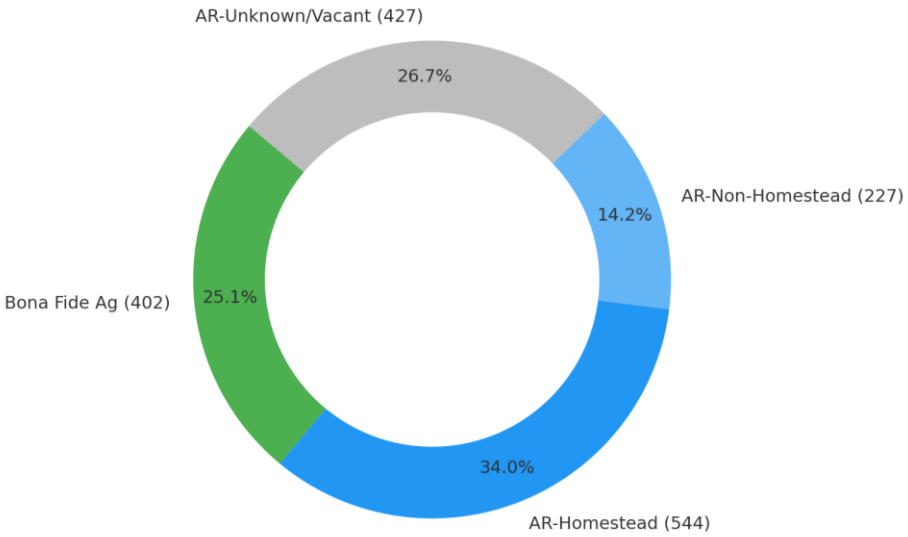
The 2025 tax roll is unambiguous:

- Out of 1,600 parcels, more than 940 are agricultural or agricultural-residential.
- Bona Fide properties cover 3,000—a good majority of the Town's land.
- The balance is mostly vacant or uncategorized; only a handful are commercial, institutional, or mobile home parcels.
- Roads, trails, and canals are designed for horses, farm equipment, and open-graded traffic, not commuters or subdivisions.

Loxahatchee Groves is not a suburban municipality with rural charm. It is, through and through, a rural town—in its law, in its economy, in its infrastructure, and in the daily life of its people. Here are three stronger story-driven infographics that make it nearly impossible to argue:

The Rural Majority: Parcels by Category (1,600 total)

The Rural Majority (Donut) – Shows nearly 72% of parcels are agricultural or ag-residential. *Clear, simple, undeniable.*

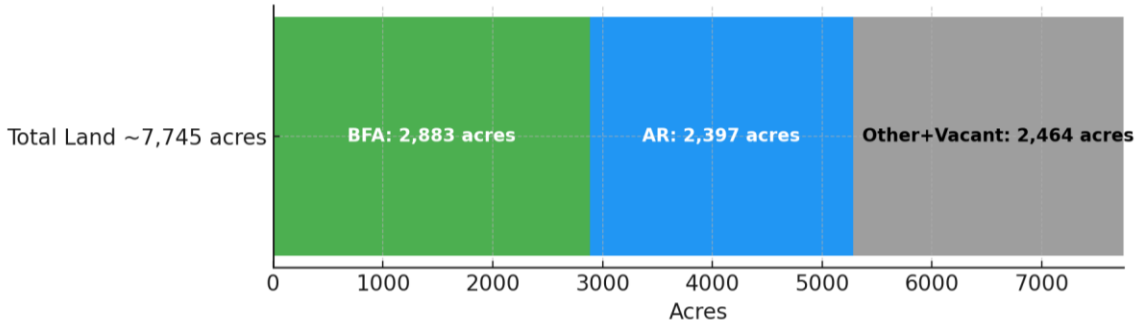


Acres Worked, Not Paved

Demonstration of Rural Character

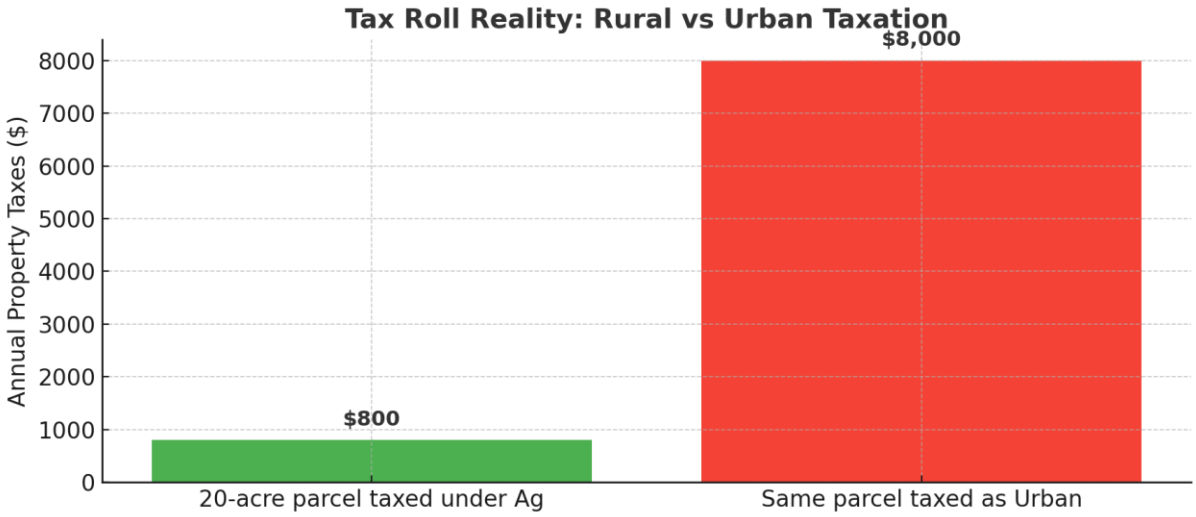
October 15, 2025

Acres Worked, Not Paved (Stacked Bar) – Out of ~7,745 acres, *two-thirds are actively agricultural or ag-residential*. The “other” slice is visible but clearly minor.



Tax Roll Reality: Rural vs Urban Taxation

Tax Roll Reality (Contrast Panel) – One side-by-side visual: $800 vs $8,000. Shows how tax *exemptions preserve farm viability.*



PALM BEACH COUNTY PROPERTY TAX

Municipality	2026 General Fund Expenditures from Newspaper Ad	% Homestead	Population BEBR April 1, 2024	Percent of PBC Total Population	# of Addresses Residential PAPA	# of Addresses Non-Residential PAPA	2026 General Fund Exp. per Citizen	2025 Total City Tax + PBCFR If Served	2025 Total Non-City Tax Rate	2025 Total Tax Rate from PAPA	2025 Preliminary Taxable Value PAPA	2025 RESIDENTIAL TAXABLE VALUE	2025 NON-RESIDENTIAL TAXABLE VALUE	2025 RESIDENTIAL NON-CITY JURISDICTIONAL VALUE BASED ASSESSMENT PER ADDRESS	2025 RESIDENTIAL NON-CITY COUNTYWIDE EQUAL ASSESSMENT PER ADDRESS	DIFFERENCE of COUNTYWIDE EQUAL ASSESSMENT less VALUE BASED ASSESSMENT	NUMBER OF ADDRESSES NOT TAXED IF HOMESTEAD WAIVED	CITY TAX REDUCTION IF HOMESTEAD WAVIED INCLUDING PBCFR IF SERVED	COUNTY TAX REDUCTION IF HOMESTEAD WAIVED	ADJUSTED MILLAGE RATE FOR HOMESTEAD TAX LOSS	UN-RECOVERABLE PROERTY TAX DUE TO 10 MIL CAP	% of PBC Tax Value	Paid to all Taxing Agencies
Atlantis	8,000,732	32.69%	2,135	0.14%	981	379	3,747	6.1500	12.7045	18.9589	786,571,321	400,346,075	322,933,374	5,185	5,690	$505	445	$1,581,351	$3,266,710	9.1368	0	0.23%	14,912,527
Belle Glade	14,724,138	15.18%	17,468	1.13%	5,083	1,898	843	10.0000	12.7045	22.8089	670,079,726	337,686,052	196,887,658	844	5,690	$4,846	1,060	$1,017,181	$1,292,278	11.7897	1,199,223	0.20%	15,283,781
Boca Raton	249,929,200	38.29%	100,560	6.50%	24,905	21,561	2,485	3.6476	12.7045	17.0047	40,204,647,451	22,315,420,352	16,895,341,666	11,384	5,690	-$5,694	17,792	$56,152,466	$195,577,640	5.9109	0	11.72%	683,667,969
Boynton Beach	130,935,430	26.59%	82,393	5.33%	25,819	16,453	1,589	7.7500	12.7045	20.0598	10,655,697,523	5,614,608,843	4,534,315,718	2,763	5,690	$2,927	11,240	$21,958,462	$35,996,295	10.5571	5,936,766	3.11%	213,751,161
Briny Breezes	5,347,469	18.54%	498	0.03%	479	25	10,738	3.7500	12.7045	19.5589	105,745,360	102,281,764	113,712	2,713	5,690	$2,977	93	$73,519	$249,074	4.6035	0	0.03%	2,068,263
Cloud Lake	259,778	50.00%	137	0.01%	58	2	1,896	3.4581	12.7045	16.2670	15,871,122	14,462,441	949,604	3,168	5,690	$2,522	30	$27,442	$100,817	6.9162	0	0.00%	258,176
Delray Beach	201,056,067	32.06%	68,096	4.40%	16,982	18,027	2,953	6.1611	12.7045	18.4518	20,111,005,454	11,176,996,193	8,019,217,201	8,362	5,690	-$2,672	11,224	$39,724,237	$81,913,386	9.0684	0	5.86%	371,084,250
Glen Ridge	145,597	50.00%	214	0.01%	81	26	680	3.4581	12.7045	16.2670	37,990,792	25,884,447	11,273,077	4,060	5,690	$1,630	54	$65,688	$241,327	6.9162	0	0.01%	617,996
Golf	2,716,596	40.97%	287	0.02%	167	74	9,465	6.5452	12.7045	18.8050	399,421,453	274,054,045	115,977,622	20,849	5,690	-$15,159	99	$1,071,076	$2,079,002	11.0879	434,539	0.12%	7,511,120
Greenacres	45,234,648	34.06%	45,439	2.94%	11,142	8,130	996	6.3000	12.7045	18.8500	3,154,161,667	2,019,018,507	1,229,201,034	2,302	5,690	$3,388	6,564	$6,768,137	$13,648,539	9.5541	0	0.92%	59,455,947
Gulf Stream	6,929,517	58.29%	956	0.06%	325	386	7,248	3.6724	12.7045	15.9322	1,927,265,508	1,409,117,101	488,803,431	55,083	5,690	-$49,394	414	$4,125,585	$14,272,274	8.8046	0	0.56%	30,705,580
Haverhill	1,731,200	49.97%	2,188	0.14%	716	43	791	7.3581	12.7045	20.3170	191,517,846	154,423,607	30,758,686	2,740	5,690	$2,950	379	$704,181	$1,215,839	14.7074	901,546	0.06%	3,891,068
Highland Beach	17,504,016	41.38%	4,287	0.28%	385	3,870	4,083	3.4159	12.7045	15.8473	4,114,812,759	1,351,167,490	2,742,515,172	44,587	5,690	-$38,897	1,761	$5,816,285	$21,632,073	5.8272	0	1.20%	65,208,672
Hypoluxo	2,820,298	31.18%	2,672	0.17%	733	1,515	1,056	3.2000	12.7045	16.0089	623,156,625	228,396,932	352,787,163	3,959	5,690	$1,731	701	$621,761	$2,468,487	4.6498	0	0.18%	9,976,052
Juno Beach	10,645,492	28.95%	3,871	0.25%	980	2,924	2,750	5.2776	12.7045	18.1765	2,652,483,512	819,799,219	1,466,585,716	10,628	5,690	-$4,938	1,130	$4,052,637	$9,755,709	7.4280	0	0.77%	48,212,867
Jupiter	97,170,172	45.18%	61,215	3.96%	22,353	12,883	1,587	4.1145	12.7045	17.0134	18,476,101,575	12,332,410,815	5,758,870,738	7,009	5,690	-$1,319	15,920	$34,345,800	$106,050,848	7.5055	0	5.39%	314,341,307
Jupiter Inlet Colony	4,403,526	54.10%	412	0.03%	234	1	10,688	5.5600	12.7045	18.4589	709,272,923	691,817,508	2,022,390	37,561	5,690	-$31,871	127	$2,133,465	$4,874,928	12.1133	1,498,899	0.21%	13,092,398
Lake Clarke Shores	4,966,734	64.34%	3,545	0.23%	1,419	168	1,401	9.3581	12.7045	22.2620	440,288,492	386,617,392	39,860,484	3,461	5,690	$2,228	1,021	$2,650,978	$3,598,951	26.2426	7,151,416	0.13%	9,801,702
Lake Park	17,239,375	13.84%	9,014	0.58%	2,654	2,450	1,913	8.5581	12.7045	20.8179	1,294,041,142	388,547,719	837,216,272	1,860	5,690	$3,830	706	$1,532,715	$2,275,316	9.9328	0	0.38%	26,939,219
Lake Worth Beach	53,657,430	25.18%	43,472	2.81%	12,949	7,927	1,234	8.9526	12.7045	21.6124	3,686,547,229	2,350,786,175	1,257,771,292	2,306	5,690	$3,383	5,257	$8,310,453	$11,793,239	11.9655	7,245,972	1.07%	79,675,133
Lantana	18,762,990	28.27%	12,239	0.79%	3,616	2,570	1,533	7.2081	12.7045	19.4679	2,065,978,040	1,327,200,143	669,063,789	4,663	5,690	$1,027	1,749	$4,209,905	$7,420,089	10.0489	101,096	0.60%	40,220,254
Loxahatchee Groves	3,806,010	23.00%	3,374	0.22%	1,031	337	1,128	6.7146	12.7045	19.7670	664,916,490	440,784,812	180,386,112	5,432	5,690	$258	315	$1,026,869	$1,942,909	8.7203	0	0.19%	13,143,404
Manalapan	10,219,606	34.11%	416	0.03%	192	156	24,566	3.0000	12.7045	15.2980	2,457,805,700	2,054,280,936	352,700,559	135,930	5,690	-$130,240	119	$2,515,073	$10,650,913	4.5530	0	0.72%	37,599,512
Mangonia Park	6,602,849	9.95%	2,511	0.16%	647	504	2,630	9.9000	12.7045	22.7089	419,575,758	69,817,325	313,561,487	1,371	5,690	$4,319	115	$413,303	$530,385	10.9939	417,013	0.12%	9,528,104
North Palm Beach	37,822,642	48.64%	13,101	0.85%	3,410	5,481	2,887	6.6240	12.7045	19.6598	3,865,343,636	2,006,597,327	1,797,531,786	7,476	5,690	-$1,786	4,325	$12,453,803	$23,885,770	12.8972	11,198,659	1.13%	75,991,883
Ocean Ridge	14,808,349	46.01%	1,810	0.12%	697	818	8,181	5.4000	12.7045	18.2089	1,845,217,469	1,356,321,266	480,252,734	24,722	5,690	-$19,032	697	$4,584,517	$10,785,924	10.0019	3,418	0.54%	33,599,380
Pahokee	5,821,561	21.80%	5,566	0.36%	1,510	590	1,046	10.0000	12.7045	22.8089	139,179,531	84,197,080	32,521,674	708	5,690	$4,981	458	$303,411	$385,469	12.7877	387,994	0.04%	3,174,532
Palm Beach	85,745,136	41.79%	9,212	0.60%	2,375	7,051	9,308	2.6110	12.7045	14.8708	34,485,577,480	24,451,367,462	10,075,897,495	130,797	5,690	-$125,107	3,939	$37,628,486	$183,091,192	4.4855	0	10.06%	512,828,126
Palm Beach Gardens	154,361,768	42.76%	62,469	4.04%	28,070	11,360	2,471	5.0537	12.7045	17.9526	21,952,699,072	15,772,583,694	5,370,583,390	7,139	5,690	-$1,449	16,860	$47,438,951	$119,256,813	8.8290	0	6.40%	394,108,025
Palm Beach Shores	7,641,330	20.18%	1,283	0.08%	642	1,701	5,956	6.3500	12.7045	19.5879	943,247,244	345,056,076	588,697,077	6,828	5,690	-$1,138	473	$1,208,705	$2,418,267	7.9554	0	0.28%	18,476,233
Palm Springs	42,754,000	19.76%	27,312	1.77%	7,628	4,480	1,565	6.9581	12.7045	19.4101	2,307,130,500	1,237,262,111	957,108,270	2,061	5,690	$3,629	2,393	$3,172,121	$5,791,842	8.6716	0	0.67%	44,781,634
Riviera Beach	106,188,428	20.15%	39,390	2.55%	12,836	7,454	2,696	8.3500	12.7045	20.6098	9,545,902,725	2,321,983,536	5,717,964,670	2,298	5,690	$3,392	4,088	$16,061,220	$24,437,098	10.4571	4,363,500	2.78%	196,739,146
Royal Palm Beach	31,328,949	42.14%	40,430	2.62%	12,470	4,035	775	5.3781	12.7045	18.1870	4,924,805,156	3,147,627,686	1,608,811,324	3,207	5,690	$2,483	6,955	$11,161,240	$26,365,813	9.2950	0	1.44%	89,567,431
South Bay	2,822,597	14.25%	4,984	0.32%	1,007	328	566	9.7670	12.7045	22.5759	118,919,503	59,719,650	39,237,312	753	5,690	$4,936	190	$165,512	$215,291	11.3901	165,309	0.03%	2,684,715
South Palm Beach	2,297,296	24.58%	1,465	0.09%	19	1,893	1,568	6.8581	12.7045	19.6764	639,507,714	27,436,752	603,897,973	18,346	5,690	-$12,656	470	$1,078,032	$1,997,033	9.0932	0	0.19%	12,583,210
Tequesta	19,239,831	47.20%	6,093	0.39%	2,034	1,793	3,158	6.4595	12.7045	19.3584	2,215,280,718	1,308,294,911	889,850,214	8,172	5,690	-$2,482	1,806	$6,754,134	$13,283,984	12.2339	4,948,719	0.65%	42,884,290
Wellington	60,748,294	38.10%	61,794	4.00%	22,744	3,471	983	5.9281	12.7045	18.7370	13,290,110,328	11,254,643,395	1,705,576,327	6,287	5,690	-$597	9,988	$30,017,124	$64,329,643	9.5769	0	3.88%	249,016,797
West Palm Beach	280,732,072	24.99%	125,401	8.11%	44,291	30,292	2,239	8.1308	12.7045	20.4486	25,491,873,099	11,920,702,205	12,455,017,808	3,419	5,690	$2,270	18,638	$51,796,604	$80,932,989	10.8396	21,403,522	7.43%	521,273,116
Westlake	12,292,000	57.07%	6,419	0.42%	3,506	86	1,915	8.1581	12.7045	20.9670	1,636,028,166	1,397,742,546	178,075,875	5,065	5,690	$625	2,050	$7,617,065	$11,861,954	19.0033	14,729,589	0.48%	34,302,603
Unincorporated	754,508,625	43.31%	671,777	43%	209,084	108,562	1,123	3.4581	12.7045	16.2670	103,689,072,184	74,795,470,494	22,619,552,203	4,545	5,690	$1,145	137,572	$155,295,446	$570,530,347	6.1000	0	30.23%	1,686,710,137
Total or Average	**2,533,921,748**	**35.87%**	**1,545,905**		**486,254**	**291,704**	**1,639**	**6.2249**		**19.0012**	**342,954,849,990**	**217,772,932,084**	**110,939,690,089**	**15,251**			**279,038**	**587,634,940**	**1,672,416,458**	**9.8163**	**82,087,180**	**100.00%**	**5,989,667,720**

PALM BEACH COUNTY	**1,754,671,220**	**39.35%**	1,545,905	100%	**486,254**	**291,704**	**3,611**									**17 CITIES PAY LESS, 23 MORE**	**397,327 RESIDENTS PAY LESS**			**17 CITIES EXCEED 10 MIL CAP**			
City	**1,779,413,123**		874,128	**57%**			3,675			19.0713	239,265,777,806											**70%**	4,302,957,583
Unincorporated PBC			671,677	**43%**							103,689,072,184											**30%**	1,686,710,137
Served by PBCFR			976,800	63%																			
PBC All	4,288,592,968	**39.35%**	1,545,905	100%			2,774				342,954,849,990											**100%**	5,989,667,720

											PBCFR-MSTU @	J - MSTU	Services Not Provided by Cities @95%										Rate	
											3.4581	1.7251	4.5000	0.0330	0.5491	3.2480	3.0730	0.0948	0.0327	0.4908	0.0270	0.6561	12.7045	
Paid to all Taxing Agencies per Citizen	Paid to PBC Gen Gov @ 4.5000 Tax Rate @ 95%	Paid to PBC Gen Gov per Citizen	City Gen Gov Tax Rate	Debt	26 City Property Tax Revenue @ 95% Calculated or Newspaper Ad	City Tax per Citizen	% City Revenue from Property Tax	2026 Public Safety Newspaper Ad	City Tax Rate + Debt + FR	City Tax Rate + Debt + FR per Citizen	PBCFR Charge	Population Served by PBFR April 1 2024	County Operating	County Debt	Library Operating	School Local Board	School State	SFWMD Basin Palm Beach	Everglades Const. Palm Beach	Children's Services Council	FL Inland Navigation District Palm Beach	Health Care District Operating	SUM NON-CITY TAXES	JURISDICTION
6,985	3,362,592	1,575	6.1500		4,595,543	2,152	57%	3,802,109	6.1500	2,266	0	0	3,362,592	24,659	410,311	2,427,044	2,296,277	70,839	24,435	366,747	20,176	490,266	9,493,346	Atlantis
875	2,864,591	164	6.5419		4,164,415	238	28%	5,276,551	10.0000	384	2,317,203	17,468	2,864,591	21,007	349,544	2,067,598	1,956,197	60,347	20,816	312,431	17,188	417,657	8,087,376	Belle Glade
6,799	171,874,868	1,709	3.6476	0.0173	139,317,948	1,385	56%	157,736,600	3.6649	1,465	0	0	171,874,868	1,260,416	20,972,553	124,055,460	117,371,438	3,620,831	1,248,957	18,745,819	1,031,249	25,059,356	485,240,946	Boca Raton
2,594	45,553,107	553	7.7500		78,649,196	955	60%	84,422,452	7.7500	1,002	0	0	45,553,107	334,056	5,558,491	32,879,220	31,107,711	959,652	331,019	4,968,326	273,319	6,641,643	128,606,544	Boynton Beach
4,153	452,061	908	3.7500		377,662	758	7%	726,828	3.7500	796	0	0	452,061	3,315	55,162	326,288	308,708	9,523	3,285	49,305	2,712	65,911	1,276,270	Briny Breezes
1,884	67,849	495	0.0000		0	0	0%	1,000	3.4581	401	54,884	137	67,849	498	8,279	48,972	46,333	1,429	493	7,400	407	9,892	191,553	Cloud Lake
5,449	85,974,548	1,263	6.1611	0.0309	118,005,634	1,733	59%	108,933,128	6.1920	1,829	0	0	85,974,548	630,480	10,490,805	62,054,518	58,711,064	1,811,197	624,748	9,376,957	515,847	12,535,089	242,725,255	Delray Beach
2,888	162,411	759	0.0000		0	0	0%	0	3.4581	614	131,376	214	162,411	1,191	19,818	117,224	110,908	3,421	1,180	17,714	974	23,679	458,521	Glen Ridge
26,171	1,707,527	5,950	6.5452		2,483,579	8,654	91%	1,000,008	6.5452	9,109	0	0	1,707,527	12,522	208,356	1,232,455	1,166,051	35,972	12,408	186,234	10,245	248,957	4,820,727	Golf
1,308	13,484,041	297	6.3000		18,924,970	416	42%	27,187,889	6.3000	437	0	0	13,484,041	98,883	1,645,353	9,732,481	9,208,102	284,064	97,984	1,470,659	80,904	1,965,973	38,068,445	Greenacres
32,119	8,239,060	8,618	3.6724		6,740,657	7,051	97%	3,678,939	3.6724	7,403	0	0	8,239,060	60,420	1,005,348	5,946,770	5,626,363	173,570	59,871	898,607	49,434	1,201,255	23,260,697	Gulf Stream
1,778	818,739	374	3.9000		711,352	325	41%	220,000	7.3581	644	662,288	2,188	818,739	6,004	99,904	590,947	559,108	17,248	5,950	89,297	4,912	119,372	2,311,482	Haverhill
15,211	17,590,825	4,103	3.4159	0.1716	13,352,999	3,115	76%	12,252,900	3.5875	3,443	0	0	17,590,825	128,999	2,146,472	12,696,666	12,012,579	370,580	127,827	1,918,573	105,545	2,564,742	49,662,807	Highland Beach
3,734	2,663,995	997	3.2000		1,899,144	711	67%	1,580,000	3.2000	746	0	0	2,663,995	19,536	325,067	1,922,812	1,819,212	56,121	19,358	290,553	15,984	388,410	7,521,049	Hypoluxo
12,455	11,339,367	2,929	1.8195		4,596,375	1,187	43%	3,930,799	5.2776	3,616	9,172,553	3,871	11,339,367	83,155	1,383,655	8,184,503	7,743,528	238,883	82,399	1,236,747	68,036	1,653,280	32,013,553	Juno Beach
5,135	78,985,334	1,290	2.3894	0.0000	41,939,457	685	43%	52,710,793	5.8475	1,765	31,873,123	61,215	78,985,334	579,226	9,637,966	57,009,859	53,938,207	1,663,958	573,960	8,614,667	473,912	11,516,062	222,993,151	Jupiter
31,778	3,032,142	7,360	5.5600		3,755,769	9,116	85%	2,145,157	5.5600	9,572	0	0	3,032,142	22,236	369,989	2,188,533	2,070,616	63,877	22,034	330,706	18,193	442,086	8,560,410	Jupiter Inlet Colony
2,765	1,882,233	531	5.9000		2,474,002	698	50%	1,983,315	9.3581	1,162	1,522,562	3,545	1,882,233	13,803	229,674	1,358,554	1,285,356	39,652	13,678	205,289	11,293	274,430	5,313,963	Lake Clarke Shores
2,989	5,532,026	614	5.1000		6,269,629	696	36%	5,621,856	8.5581	1,229	4,474,924	9,014	5,532,026	40,568	675,030	3,992,893	3,777,759	116,541	40,199	603,360	33,192	806,569	15,618,138	Lake Park
1,833	15,759,989	363	5.4945	0.4000	19,291,175	444	36%	21,286,180	9.3526	793	12,748,449	43,472	15,759,989	115,573	1,923,069	11,375,210	10,762,322	332,010	114,523	1,718,890	94,560	2,297,806	44,493,952	Lake Worth Beach
3,286	8,832,056	722	3.7500		7,378,493	603	39%	1,152,827	7.2081	1,217	7,144,359	12,239	8,832,056	64,768	1,077,707	6,374,782	6,031,313	186,062	64,180	963,283	52,992	1,287,714	24,934,857	Lantana
3,895	2,842,518	842	3.2565		2,062,191	611	54%	624,000	6.7146	1,323	2,299,348	3,374	2,842,518	20,845	346,850	2,051,666	1,941,124	59,882	20,656	310,024	17,055	414,439	8,025,060	Loxahatchee Groves
90,383	10,507,119	25,257	3.0000		7,022,302	16,881	69%	6,158,372	3.0000	17,725	1,500,000	416	10,507,119	77,052	1,282,102	7,583,805	7,175,195	221,350	76,352	1,145,976	63,043	1,531,938	29,663,933	Manalapan
3,795	1,793,686	714	9.9000		3,956,000	1,575	60%	1,988,332	9.9000	1,654	0	0	1,793,686	13,154	218,870	1,294,643	1,224,888	37,787	13,034	195,631	10,762	261,519	5,063,975	Mangonia Park
5,800	16,524,344	1,261	6.6240		25,603,892	1,954	68%	16,215,483	6.6240	1,954	0	0	16,524,344	121,179	2,016,337	11,926,904	11,284,291	348,113	120,077	1,802,255	99,146	2,409,249	46,651,895	North Palm Beach
18,563	7,888,305	4,358	5.4000		9,547,100	5,275	64%		5.4000	5,505	0	0	7,888,305	57,848	962,548	5,693,603	5,386,836	166,180	57,322	860,351	47,330	1,150,115	22,270,437	Ocean Ridge
570	594,992	107	6.5419		864,974	155	15%	655,938	10.0000	250	481,297	5,566	594,992	4,363	72,602	429,452	406,314	12,535	4,324	64,894	3,570	86,750	1,679,796	Pahokee
55,670	147,425,844	16,004	2.6110		85,754,136	9,309	100%	47,952,490	2.6110	9,774	0	0	147,425,844	1,081,123	17,989,229	106,408,698	100,675,471	3,105,771	1,071,294	16,079,245	884,555	21,494,688	416,215,918	Palm Beach
6,309	93,847,789	1,502	5.0537		105,659,386	1,691	68%	87,694,881	5.0537	1,776	0	0	93,847,789	688,217	11,451,516	67,737,248	64,087,612	1,977,060	681,961	10,235,665	563,087	13,683,008	264,953,162	Palm Beach Gardens
14,401	4,032,382	3,143	6.3500	0.4290	5,704,400	4,446	75%	2,979,492	6.7790	4,984	0	0	4,032,382	29,571	492,040	2,910,484	2,753,669	84,949	29,302	439,798	24,194	587,921	11,384,310	Palm Beach Shores
1,640	9,862,983	361	3.5000	0.1922	7,690,435	282	18%	15,780,368	7.1503	604	7,978,288	27,312	9,862,983	72,329	1,203,503	7,118,882	6,735,321	207,780	71,671	1,075,723	59,178	1,438,023	27,845,392	Palm Springs
4,995	40,808,734	1,036	8.3500		75,912,655	1,927	71%	54,580,829	8.3500	2,024	0	0	40,808,734	299,264	4,979,572	29,454,837	27,867,831	859,704	296,543	4,450,873	244,852	5,949,913	115,212,125	Riviera Beach
2,215	21,053,542	521	1.9200		9,005,358	223	29%	9,695,600	5.3781	655	17,030,469	40,430	21,053,542	154,393	2,569,000	15,195,979	14,377,230	443,528	152,989	2,296,240	126,321	3,069,606	59,438,828	Royal Palm Beach
539	508,381	102	6.3089		714,525	143	25%	257,465	9.7670	233	411,236	4,984	508,381	3,728	62,034	366,938	347,168	10,710	3,694	55,447	3,050	74,122	1,435,272	South Bay
8,589	2,733,895	1,866	3.4000		2,109,096	1,440	92%	1,170,310	6.8581	2,994	2,211,482	1,465	2,733,895	20,049	333,596	1,973,265	1,866,947	57,594	19,866	298,177	16,403	398,602	7,718,394	South Palm Beach
7,038	9,470,325	1,554	6.4595		13,628,196	2,237	71%	7,855,145	6.4595	2,349	0	0	9,470,325	69,449	1,155,590	6,835,470	6,467,180	199,508	68,818	1,032,897	56,822	1,380,773	26,736,832	Tequesta
4,030	56,815,222	919	2.4700		31,185,244	505	51%	13,401,181	5.9281	1,275	45,958,531	61,794	56,815,222	416,645	6,932,720	41,007,964	38,798,484	1,196,907	412,857	6,196,647	340,891	8,283,659	160,401,996	Wellington
4,157	108,977,757	869	8.1308	0.0580	196,905,856	1,570	70%	168,468,846	8.1888	1,665	0	$0	108,977,757	799,170	13,297,708	78,657,724	74,419,700	2,295,798	791,905	11,885,841	653,867	15,888,957	307,668,427	West Palm Beach
5,344	6,994,020	1,090	4.7000		7,304,866	1,138	59%		8.1581	2,079	5,657,549	6,419	6,994,020	51,289	853,426	5,048,129	4,776,139	147,341	50,823	762,814	41,964	1,019,728	19,745,674	Westlake
2,511	443,270,784	660						1,121,600,057	3.4581	534	358,567,181	671,777	443,270,784	3,250,652	54,088,886	319,943,001	302,704,693	9,338,238	3,221,101	48,346,067	2,659,625	64,628,880	1,251,451,927	Unincorporated
10,316	**1,466,131,984**	**2,594**			**1,065,558,611**	**2,366**	**53%**	**2,052,728,120**	**6.677**		**512,197,098**	**976,900**	**1,466,131,984**	**10,751,635**	**178,900,683**	**1,058,221,485**	**1,001,205,241**	**30,886,514**	**10,653,892**	**159,906,128**	**8,796,792**	**213,762,043**	**4,139,216,397**	**Total**
																							4,139,216,397	**Total**
	1,022,861,200	2,643	4.74		1,065,558,611	2,366	53%	2,052,728,120	6.37		147,972,368	305,123												
	443,270,784	660							3.4581		358,567,181	671,677												
	1,466,131,984										386,544,000	976,800												
		0							3.4581			1,545,905												
												569,105												

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

TO: **Mayor and Town Council of the Town of Loxahatchee Groves**

FROM: **Caryn Gardner-Young, Community Standards Director**

DATE: **December 2, 2025**

SUBJECT: **Approval of *Resolution No. 2025-83* for approval of contracts to the shortlisted companies from the RFQ for General Planning, Development Engineering and Building Service**

Legal Sufficiency:	☐ **Reviewed**	☐ **Not Reviewed**
	☐ **Approved**	☐ **Not Approved**

Background:

On July 23, 2025, a Request for Qualifications (RFQ) was posted on Demand Star and the Town's website for General Planning, Development Engineering and Building Services. An RFQ is a procurement document where an organization solicits potential suppliers, professionals or contractors to demonstrate their qualifications, capabilities, and experience for a project or services, rather than directly asking for prices or proposals. This approach helps the Town to pre-qualify a pool of capable vendors with specialized expertise and is required by State and Federal Statutes for certain professionals such as engineers.

On August 28, 2025, the RFQ proposals were open, and the following companies submitted a proposal:

1. WGI – Planning Services
2. Canopy Mapping Co. – Planning Services
3. Florida Technical Consultants LLC – Development Engineering Services
4. J Morton Planning & Landscaping Architecture – Planning Services
5. Tew & Taylor Holdings Group – Building Services
6. CAP – Building Services
7. Engenuity Group Inc. – Development Engineering Services

An Evaluation Committee was created to review the proposals and provide a recommendation to the Town Council. The Evaluation Committee included: Caryn Gardner-Young, Community Standards Director, Jacek Tomasik, Building Official and Burgess Hanson, Executive Director of Indian Trails Improvement District. The Evaluation Committee met on September 9, 2025; to

discuss and rank the proposals so a proposer shortlist can be presented to the Town Council for consideration. After deliberation, the Evaluation Committee decided that all proposals should be brought to the Town Council for consideration except for Canopy Mapping Co. The Evaluation Committee felt that the proposal was not sufficient and did not meet the needs of the Town.
At its October 7, 2025, meeting, the Town Council authorized Staff to proceed with contract negotiations with the following companies:

1. WGI – Planning Services
2. Florida Technical Consultants LLC – Development Engineering Services
3. J Morton Planning & Landscaping Architecture – Planning Services
4. Tew & Taylor Holdings Group – Building Services
5. CAP – Building Services

The Town Attorney drafted the contract that each company signed. The only difference is the Fee Schedule proposed by each company. Please see attached a comparison of the Fee Schedules based upon the services proposed to be provided.

Should the contract be approved by the Town Council, the proposers' names will then be placed on a list for future solicitation opportunities as they arise during the next five (5) years. All staff would be permitted to select any of the pre-qualified providers for contract award without the delay of a competitive sourcing process. Only those pre-qualified proposers can be used for work described in the original solicitation notice. A subsequent request for similar work does not have to be posted for competition, thus saving the Town time, effort, and expense.

The RFQ was clear that there is no guarantee of work to a particular proposer. By moving forward, the Town can consider proposers for a particular project or services based upon their knowledge and experience as well as availability. Please note that two of the companies (WGI and J Morton) do have conflicts since they represent Loxahatchee Groves property owners. However, Town Staff has been clear to these companies that their work may be limited based upon the conflict.

On a Motion by Council Member McLendon and seconded by Council Member Coleman, this matter was pulled off consent at the November 4, 2025, Town Council meeting. On a Motion by Vice Mayor Herzog and seconded by Council Member McLendon by a 4-1 vote this matter was pulled off the November 18th Consent Agenda.

Fiscal Impact:
Any use of the companies will be limited based upon the approved budget.

Recommendation/Motion:
Discussion and approval of the ***Resolution No. 2025-83*** to approve contracts for General Planning, development Engineering and Building Inspections and Review Services for the following

companies: WGI – Planning Services , Florida Technical Consultants LLC – Development Engineering Services, J Morton Planning & Landscaping Architecture – Planning Services, Tew & Taylor Holdings Group – Building Services and CAP – Building Services

Attachments:

1. WGI Contract
2. Florida Technical Consultants LLC Contract
3. J Morton Planning and Landscaping Architecture Contract
4. Tew and Taylor Contract
5. CAP Contract

RESOLUTION NO. 2025-83

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING CONTINUING CONTRACTS WITH WGI, INC. AND J MORTON PLANNING & LANSCAPING ARCHITECTURE, INC. FOR GENERAL PLANNING SERVICES; TEW AND TAYLOR HOLDINGS GROUP, INC. AND C.A.P.GOVERNMENT INC. FOR BUILDING SERVICES; AND FLORIDA TECHNICAL CONSULTANTS, LLC FOR DEVELOPMENT ENGINEERING REVIEW SERVICE; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town published a Request For Qualifications (RFQ) relating to its need for general planning, development engineering, and building services on July 23, 2025; and

WHEREAS, on August 28, 2025, the Town received responses from seven (7) firms; and

WHEREAS, on September 9, 2025, an evaluation committee met and recommended an award of contract to six (6) of the firms; and

WHEREAS, on October 7, 2025 the Town Council authorized Town staff to negotiate contracts with five (5) of the firms; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into continuing contracts with WGI, Inc. and J Morton Planning & Landscaping Architecture, Inc. for general planning services; Tew and Taylor Holdings Group, Inc. and C.A.P. Government Inc., for building services; and Florida Technical Consultants, LLC, for engineering development review services.

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 approves the attached contracts for continuing services in the areas contemplated by the RFQ with the following firms:

1. WGI – Planning Services
2. Florida Technical Consultants LLC – Development Engineering Services
3. J Morton Planning & Landscaping Architecture – Planning Services
4. Tew & Taylor Holdings Group – Building Services
5. CAP – Building Services

Section 3. The Town Manager is authorized to execute the contracts with the firms in substantially the form attached, provided that minor revisions and/or modifications which do not impact the substance of the agreement may be made, if deemed necessary to carry out the intent of this Resolution. The Town Manager is further authorized to enter into task orders with the firms for the services contemplated within the contracts consistent with the Town's approved budget and cost recovery policies for such services.

Section 4. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 5. If any section, paragraph, sentence, clause, phrase, or word of this Resolution is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Resolution.

Section 6. Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing Resolution. Council Member 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 DECEMBER, 2025.

ATTEST:

Valerie Oakes, Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Voted:
Mayor Anita Kane, Seat 3

Voted:
Vice Mayor Margaret Herzog, Seat 5

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

SLECTED AAND CURRENT PLANNING SERVICES PROVIDERS

Position	Complete Cities	WGI	J Morton
Planning			
Principal Planner	$186.76	$225	$400
Senior Project Manager	$183.15	$215	$300
Project Manager	$244.01	$190	$250
Planner	$127.47	$120	$150
Landscape			
Principal Architect		$280	$400
Senior Project Manager		$225	$300
Project Manager		$190	$250
Senior Designer		$160	$175
Designer	$96	$120	$150
Traffic Engineering			
Traffic Engineer	$191.28	$350	$175

Selected and Current Building Department Services Providers			
Provider / Role / Service	Tew & Taylor	CAP Government	Hy-Byrd - Currently utilized
Inspector (All Trades)	$150 / hour	92.5 / hour	$100 / hour
Remote Plans Examiner (All Trades)	$140 / hour	100 / hour	$125 / hour
Building Official (On-Call / Substitute)	$175 / hour	115 / hour	$100 / hour
Permit Technician	$95 / hour	55 / hour	Not Provided
	Inspections We provide inspectors licensed/qualified in all major disciplines (Building, Mechanical, Electrical, Plumbing). You will not need to schedule separate trade-by-trade inspections.	No Additional Information	Inspections Inspections will be done at a cost of $500 a day with a maximum of 5 inspections per day, number of 15 inspections per week, typically for a minimum of 3 days a week. There will be weeks when Town holidays occur and inspections may be scheduled for less than three days during that week. Additional inspections over maximum number of 5 in a day can be done for $100 per inspection.
	Plan Review All-discipline plan review performed remotely: structural, mechanical, electrical, plumbing, etc.	No Additional Information	Plan Review Plan Reviews -Plan Reviews will be done at a cost of $125 per hour, per discipline.
	Building Official Serves as interim or supplemental Building Official as needed (e.g. staff absence, overflow, special projects).	No Additional Information	Building Official Duties - Building Official duties when necessary to fill in for the Chief Building Official shall be cost $100 per hour with a minimum charge of 2 hours.
	Permit tech Permit processing, administrative support, intake, routing, records management, plan distribution,	No Additional Information	Miscellaneous phone call regarding inspections and or plan review will cost $75 per hour.

REQUEST FOR QUALIFICATIONS (RFQ) #01-2025

TOWN OF LOXAHATCHEE GROVES

GENERAL PLANNING SERVICES, ENGINEERING DEVELOPMENT SERVICES AND BUILDING INSPECTION AND PLANS REVIEW SERVICES

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33407

NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ)

Sealed QUALIFICATIONS packages shall be received by the Town of Loxahatchee Groves Office of the Town Clerk on the date, time, and location listed below, at which time all qualification packages submitted shall be publicly announced. QUALIFICATIONS packages received after the designated time and date shall be rejected as non-responsive.

RFQ Number:	01-2025
RFQ Name:	Town Of Loxahatchee Groves General Planning Services, Development Engineering Services and Building Inspection and Plans Review Services
RFQ Advertising Date:	July 23, 2025
RFQ Closing Date/Time:	August 28, 2025 @ 2:00PM Eastern standard Time.
Pre-Proposal Meeting:	None scheduled
Contact Person:	Caryn Gardner-Young, Community Standards Director
Email	cgardneryoung@loxahatcheegrovesfl.gov Start all email subject lines with the RFQ number for faster recognition.
Questions Deadline	August 14, 2025, at 2:00PM Eastern standard Time
Submit RFQ to::	Town of Loxahatchee Groves Office of the Town Clerk 155 F Road, Loxahatchee Groves, Fl 33470
RFQ Scope of Work:	Consultant to Provide General Planning Services, Development Engineering Services and Building Inspection and Building Plans Review Services per the enclosed Scope of Services.
Proposed Shortlist Date:	September 9, 2025, at 10:00AM in the Town Council Chambers
Proposed Interview Date	September 16, 2025, at 10:00AM in the Town Council Chambers
Proposed Award Date	October 7, 2025

RFQ Documents may be obtained from the Town's Website. Proposers who obtain solicitation documents from other sources than the Clerk's Office are cautioned that the solicitation package may be incomplete. Furthermore, all addenda shall be posted on the Town's website. Proposers obtaining bid documents from the Town's website must check the website daily to download their addenda.

Proposers shall submit **ONE (1) MARKED ORIGINAL, SIX (6) PHOTOCOPIES, AND ONE (1) THUMB DRIVE OF THE COMPLETED SUBMITTAL PACKAGE** in a sealed package to the address listed above. The Project Name, RFQ Number, and time and date of the RFQ opening shall be clearly marked on the outside of the sealed envelope. Facsimile or electronic responses shall not be accepted.

Proposers may not withdraw their RFQ for a period of One Hundred Twenty (120) calendar days after the day set for the closing of RFQs.

CAUTION: It is the proposer's responsibility to ensure that qualifications are received in the Office of the Town Clerk prior to the date and time specified above. Receipt of a proposal in any other Town office does not satisfy this requirement and shall be rejected as non-responsive. **Meeting dates are tentative and subject to change according to the needs of the Town.**

The Town reserves the right to waive any informalities or irregularities, reject any and all proposals that are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all proposals in whole or in part with or without cause; to re-advertise for qualifications, to award in whole or in part to one or more Proposers ,and to accept the proposal which best serves the Town.

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SECTION 1-DEFINITIONS

1. **CONTRACT OR AGREEMENT:** The written agreement for performance of the Scope of Work according to the terms and conditions established by the Request for Proposals and entered into between the Town and the successful Proposer.

2. **CONTRACT ADMINISTRATOR:** The Staff member that is designated as the representative of the TOWN concerning the contract documents.

3. **CONTRACTOR/CONSULTANT:** A separate and distinguishable business entity participating or seeking to participate in the performance of a contract.

4. **TOWN:** The Town of Loxahatchee Groves, a Florida municipal corporation political subdivision of the State of Florida, and its individual and collective departments, divisions, managers, staff, and facilities.

5. **EVALUATION COMMITTEE/(EC)**: Town staff and/or outside Consultants assigned to evaluate the submitted Qualification Packages.

6. **PRE-PROPOSAL CONFERENCE** A meeting held prior to the date of the Qualifications Package submittal, which disseminates to all Proposers in attendance information to assist them in submitting Qualifications Packages including, but not limited to, information regarding the requirements of the Town.

7. **PROCUREMENT** Buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds.

8. **PROPOSER:** Any individual, firm or corporation submitting it's qualifications for this project, acting directly or through a duly authorized representative.

9. **SUCCESSFUL PROPOSER":** The Proposer or individual receiving an award as a result of this Request for Qualifications.

10. **PROPOSAL:** shall refer to any offer(s) submitted in response to this Request for Proposals.

11. **REQUEST FOR QUALIFICATIONS, OR RFQ:** means a solicitation of responses for based upon a Proposers experience and ability to perform a project. Evaluation of a qualifications is based on prior established criteria.

    It includes all exhibits and attachments as approved by the Town, and addenda or change orders issued by the Purchasing Division. In addition, these terms are used interchangeably in this Request for Qualifications while retaining the same meaning.

12. **RESPONSIBLE PROPOSER** An individual or business which has submitted qualifications, and which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which shall give reasonable assurance of good faith and performance.

13. **RESPONSIVE PROPOSER CONTRACTOR** means an individual or business that has submitted a qualifications that conforms in all material respects to the solicitation

14. **SUBCONTRACTOR/ SUB-CONSULTANT:** Any person, Proposer, entity, or organization, other than the employees of the Successful Proposer, who contract with the successful proposer to furnish labor, or labor and materials, in connection with the Work or Services to the Town, whether directly or indirectly, on behalf of the Successful Proposer.

15. **WORK, SERVICES, PROGRAM, PROJECT, OR ENGAGEMENT**: All matters that shall be required to be done by the Successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFQ.

16. **VENDOR:** An actual or potential supplier of goods and/or services interchangeable with the term Successful Proposer, and/or contractor

SECTION 3 - SCOPE OF SERVICES

The CONSULTANT will be engaged by the TOWN to provide professional consulting services on one (1) or more projects (with respect to each engagement "the Project") with the specifics of each engagement to be set forth in an executed Project Authorization unless specifically stated and agreed to by the parties in the Project Authorization. The services of the CONSULTANT shall be for the Scope of Services set forth in RFQ No. and the following general types of work:

a. General Planning Services
- Planning and Zoning Petition Review and/or Processing
- Landscape Design Plan Review and Inspections including veg removal Permits
- Architecture
- Environmental Assessment
- Evaluation of Comprehensive Plan
- Traffic Engineering and Planning
- Attend public meetings and confer with Town Staff as necessary
- GIS Services
- Graphic Design
- Economic Development Planning and Research

b. Development Engineering Services
- Planning and Zoning Petition review
- Building Permit Review
- Traffic Engineering and Planning
- FDA Review
- Building Permit Inspections
- Attend public meetings and confer with Town Staff as necessary
- Right of Way Permit and Easement Review
- GIS Services
- Graphic Design

c. Building Review and inspection Services
- Review of Building Permits
- Conducting Building Inspections for all disciplines
- Attend public meetings and confer with Town Staff as necessary

The Scope of Services under this Contract does not include National Pollution Discharge Elimination System (NPDES) permitting or related reporting.

Each Project Authorization shall, by mutual written agreement of parties, set forth, among other things, the following:

a. The scope of services;
b. The deliverables;
c. The time and schedule of performance and term;
d. The amount of maximum compensation;
e. Any additional contractual requirements of Section 287.055, Florida Statues, for CONSULTANT Contracts; and,
f. Any modifications to this Contract, if mutually agreed upon by the parties.

The services listed under this RFQ are informational as to the scope of services of possible work grants which may be awarded on an as needed basis and are not promises or guarantees of work. Awarded contracts shall not be exclusive and the Town reserves the right to solicit additional RFQ's in lieu of any offer received, or award made

as a result of this RFQ if it is in the Town's best interest to do so. The Town also reserves the right to separately re- solicit any single work authorization or to purchase any item on this bid if it is in its best interest to do so.

SECTION 4 – QUALIFICATIONS

Pursuant to Florida Statutes 287.055, and Federal regulations, the Town of Loxahatchee Groves (hereinafter referred to as the Town), is accepting submittals from qualified professional engineering, planning and building services consulting firms to provide development engineering services, general planning and zoning services and building inspections and plans review services per the scope of work. Since the TOWN must make a determination of a Consultant's qualifications prior to their employment, the Qualifications Package of this Request for Qualifications shall be used by the Town to make this determination. Additionally, evaluation points shall be assigned to information contained in the package to aid in reducing the total number of submittals to a short-list of firms. Short-listed firms shall be invited to make presentations and / or be interviewed for final evaluation.

Qualification submittals shall be considered from qualified firms or individuals whose experience includes successful work with similar municipalities. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

The Proposer does not need to address all three requested service areas (Planning, Engineering and Building). The Proposer can apply for all or one or two service areas. It is preferred that all services areas are included in the Proposal (whether all services are handled by the Proposer itself or by the Proposer with subconsultants) but submitting for less than all service areas does not disqualify the Proposal.

SECTION 5 – SUBMITTAL INFORMATION: HOW, WHEN & WHERE

5.1 Qualification Packages shall be submitted in a sealed envelope [labeled with the Proposer's name, contact information, the Request for Qualification (RFQ) Number and, RFQ Name, Due Date/Time]. The original and each copy shall be identified and the cover page, Section 37 shall be the first page of your submittal..

5.2 All responses to the, RFQ must be submitted on 8½" by 11" paper, neatly typed on one side only, with normal margins and spacing. One (1) bound one-sided original, six (6) bound copies (a total of seven (7) sets) and one (1) thumb drive of the complete submittal must be received by the closing date and time. The original and all copies must be submitted in a sealed envelope.

5.3 All sealed Qualification Packages must be received and time stamped in the Town Clerk's Office, either by mail or hand delivery, **on or before the date and time referenced above**. Any Qualification Packages received **after** the due date and time shall be rejected as non-responsive. The official time shall be measured by the time stamp in the Office of the Town Clerk. All packages must be clearly marked with the RFQ number, time and date of opening.

5.4 Responses to the RFQ must be signed in ink by an authorized officer of the proposing firm, who is legally authorized to enter into a contractual relationship in the name of the Proposer.

5.5 Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFQ. All Qualification Packages should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the RFQ requirements.

5.6 Failure to respond to all of the questions in the RFQ package may result in the submittal being considered non-responsive. In order for the Town to make a determination of qualifications, a complete package must be submitted.

5.7 If you propose to joint venture or use outside professional services for any of the Requirements all such information must be included in the Submittal Package. Do not have individual "team" firms send in their own Qualification Packages.

5.8 All firms must be clearly identified in your Qualification Packages, and their ability to perform assigned

responsibilities must be demonstrated.

SECTION 6 - TERM OF CONTRACT:

6.1 The Town anticipates awarding multiple five (5) year term contracts for this solicitation with the ability to renewal for two (2) one-year extensions. The awarded consultant is required to enter into an Agreement within ten (10) days of its receipt of the final negotiated draft of the Agreement from the Town. The Agreement will incorporate this RFQ, the Consultant's proposal (or sections thereof) and the terms and conditions negotiated by the parties.

6.2 The Agreement will contain performance-based criteria and milestone timelines for deliverable items.

SECTION 7 – INQUIRIES

7.1 Inquiries concerning Qualification Packages should be made in writing via email (preferred, with attachments using Word software) and directed as follows:

Town of Loxahatchee Groves
Caryn Gardner-Young
Community Standards Director
155 F Road
Loxahatchee Groves Fl., 33470
cgardneryoung@loxahatcheegrovesfl.gov

7.2 CONTACT WITH THE TOWN'S ELECTED OFFICIALS OR TOWN PERSONNEL OTHER THAN THE COMMUNITY STANDARDS DEPARTMENT CONTACT REGARDING THIS REQUEST FOR QUALIFICATIONS SHALL BE GROUNDS FOR DISQUALIFICATION AND ELIMINATION FROM THE SELECTION PROCESS.

SECTION 8 - SELECTION PROCEDURE

8.1 The Selection Procedure will be in accordance with the Consultant's Competitive Negotiations Act, section 287.055, Florida Statutes, and any other applicable law, ordinance, rule, regulation or policy. Selection Procedure is a two (2) step process.

STEP 1
The evaluation committee (herein after called EC) will evaluate and determine which firms are qualified to provide the requested services consistent with the qualification evaluation criteria. The qualification evaluation criteria shall be as outlined in Section 11.3 of this RFQ. Once the EC determines which firms are qualified, it will rank the qualifications based on the evaluation criteria and shortlist the most qualified firms (no less than three (3) firms). The EC may also, at its sole discretion, request additional or clarifying information (through the Community Standards Director) from any Proposer. The EC may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the Proposer's Qualifications Package. The occurrence or absence of such a request shall not be cause for objection by any Proposer.

STEP 2
It is anticipated that shortlisted firms shall be invited to appear in front of the EC and/ or Town Council for oral presentations and/ or discussions on its qualifications and methodology.

Proposer understands that if a team is short listed and selected to be interviewed and /or to make oral presentations to the EC and/or the Council, only the team members evaluated in the written submissions may present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. The substitution of team members at the oral presentations/interviews may result in that team's disqualification.

Negotiations shall begin as follows:

A tentative contract shall be negotiated with the most qualified firm(s) for professional services at compensation which the Town Council's designee(s) determine(s) is fair, competitive, and reasonable. In making such a determination, the Town Council's designee(s) shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. If the Town and a successful firm cannot agree on the terms and conditions of the resulting contract or fees, the Town reserves the right to terminate negotiations with said successful firm. Negotiations may continue in this process until the Town is able to enter into a contract(s) with the firm(s) that best meets the needs of the Town.

For any lump-sum or cost-plus-a-fixed-fee professional service contract that exceeds the maximum amount established by F.S. 287.017 for Category Four, the Town Council shall require the firm receiving the award to execute a **Truth-In-Negotiation Certificate** (form attached) stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town Council determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

For project specific RFQ's, the EC, as authorized by the Town Council, reserves the right to negotiate an agreement individually based upon ranking to reach an agreement; for continuing services type agreements, the EC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the Town Council for award. The Town may act only through the Town Council. The proposer may not rely on any representations by the Town other than as approved by official action of the Town Council.

8.2 The Town reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the Town. The Town also reserves the right to reject any and all Qualifications Packages. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the Town, to best serve the public interest of the Town.

8.3 The Qualification Package (or sections thereof) of the successful Proposer(s) shall be incorporated in any Contract that ensues**.**

8.4 Any contract(s) resulting from this RFQ shall be governed by the laws of the State of Florida. The successful Proposer(s) will also be required to comply with all Federal and local applicable laws, ordinances, rules, regulations and contract provisions.

8.5 The Town reserves the right to retain Qualification Packages and use ideas from them except proprietary information..

SECTION 9– REJECTION CRITERIA

Qualification Packages shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

9.1 All questions, instructions, and forms in the Qualification Package have not been properly completed so as to not be able to render an evaluation.

9.2 The RFQ response is found to have concealed or contained false and/or misleading information.

9.3 The Town did not receive the Qualifications Package on or prior to the submittal deadline.

9.4 Your firm is not licensed with the Florida Secretary of State to do business in Florida. **You must submit a State of Florida Certificate of Status for your firm.**

9.5 The Qualification Package signature page is not properly executed.

9.6 Substitution of (SF) 330/255/254 (or similar form) or resumes for Tab #5, Specific Related Experience of The Firm, and Tab#7, Project Team Staffing Experience sections.

9.7 Submitting a Compilation Financial Statement if a financial statement is required.

SECTION 10 - WAIVERS

The Town, in its sole discretion, reserves the right to reject any and all Qualification Packages, accept any Qualification Packages or waive any minor irregularity or technicality in Qualification Packages received and may, at its sole discretion, request a re-issue of the RFQ when in its sole judgment, it will best serve public interest.

SECTION 11 - EVALUATION METHODOLOGY

11.1 The Town reserves the right to contact any of the firms listed in the Qualifications Package (e.g., listed in past performance, etc.) or to call any entity to check past performance whether listed in the Qualification Package or not.

11.2 The Town EC shall be comprised of staff and additional consultants if necessary. This committee shall evaluate the qualifications, rank the firms, and may recommend the top ranked firms for oral presentations/ interviews.

11.3 The Qualifications Package shall be evaluated as follows:

Criteria	**Max Points**
Capability/Experience of the Firm	20
Ability and Experience of Professional Personnel	25
Capability and Commitment to Meet Time, Quality, and Budget Requirements	30
Recent, Current & Projected Workload	10
Location	5
Prior Town work	5
References	2
Number of services provided per scope of service	3
Responsiveness	Point Deduct
Litigation	Point Deduct
Financials	Pass/Fail
MAXIMUM POINTS	**100 POINTS**

11.4 To obtain the best possible score it is important that the Project Team Staffing Experience and Related Experience of the Firm portions of the Qualifications Package specifically address the advertised major area/classes of work, and any special requirements that may be listed. Do not submit resumes in lieu of completing these portions of the RFQ.

SECTION 12 - ADDENDA

12.1 If revisions become necessary, the Town will provide written addenda through the Town website at least five working days prior to the opening date. It is the sole responsibility of the Proposer to ensure it is received.

12.2 If addenda are issued, please acknowledge under Section 1.13 that you have received any addenda.

SECTION 13 - INSURANCE

Prior to execution of the resulting contract derived from this RFQ, the successful Proposer shall at its sole expense procure and maintain during the life of the resulting contract insurance of the types and subject to the limits set forth

below. The successful Proposer shall also provide the Town with evidence of this insurance in the form of Certificates of Insurance which shall be subject to the Town's approval for adequacy. The Town shall be an Additional Insured on policies of Commercial General Liability, and Commercial Auto Liability with respect to all claims arising out of the work performed under this Agreement. The Town shall be given thirty (30) days prior written notice of any material changes or cancellations of the policies. If sub-contractors are used by the Successful Proposer, it shall be the responsibility of the Successful Proposer to ensure that all its sub-contractors comply with all the insurance requirements contained herein relating to such sub-contractors.

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

13.1 WORKER'S COMPENSATION

The Successful Proposer shall provide and maintain during the life of the resulting contract at his, its or their own expense, Workers' Compensation insurance coverage to apply for all employees for Florida statutory limits. Coverage B, Employers Liability, shall be written for a minimum liability at $500,000.00 per occurrence.

13.2 COMMERCIAL GENERAL LIABILITY

The Successful Proposer shall provide and maintain during the life of this Agreement, at his, its or their own expense, Commercial General Liability insurance on an occurrence basis for a minimum combined single limit of $1,000,000.00 per occurrence, $2,000,000.00 general aggregate, for claims of bodily injury including death, property damage and personal injury. Contractual Liability coverage shall be included.

13.3 COMMERCIAL AUTO LIABILITY

The Successful Proposer shall provide and maintain during the life of this Agreement, at his, its or their own expense, Business Commercial Auto Liability for claims of bodily injury and property damage for minimum limits of $1,000,000.00 combined single limit.

13.4 PROFESSIONAL LIABILITY

The Successful Proposer shall provide and maintain during the life of this Agreement, at his, its or their own expense, Professional Liability insurance on a claims made basis for a minimum of $1,000,000.00 coverage.

13.5 OTHER INSURANCE PROVISIONS

The General Liability and Auto Liability policies shall contain or be endorsed to contain, the following provisions:

The Town, its Officers, Officials, Employees, Agents, and Volunteers are to be covered as additional insured's for any and all liability arising out of the Successful Proposer's performance of this Agreement, or out of automobiles owned, leased, hired, or borrowed by the Successful Proposer. The coverage shall contain no special limitations on scope of protection offered to the Town, its Officers, Officials, Employee, Agents and Volunteers.

The Successful Proposer's insurance coverage shall be primary insurance as respects the Town, its Officers, Officials, Employees, Agents and Volunteers for Successful Proposer's activities. Any insurance or self-insurance maintained by the Town, its Officers, Officials, Employees, Agents, or Volunteers shall be in excess of the Successful Proposer's insurance and shall not contribute to it.

Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the Town, its Officers, Officials, Employees, Agents, or Volunteers.

The Successful Proposer's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of insurer's liability.

SECTION 14 INDEMNIFICATION

The Successful Proposer covenants and agrees at all times to indemnify and hold harmless the other party to the contract, their officers and employees, from liabilities, damages, losses and costs including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional misconduct of the Successful Proposer, and persons employed or utilized by the Successful Proposer in the performance of this Agreement. The Successful Proposer hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.08 (Chapter 725).

The Successful Proposer, without exemption, shall indemnify and hold harmless, the TOWN, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Successful Proposer. Further, if such a claim is made, or is pending, the Successful Proposer may, at its option and expense, procure for the TOWN the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the TOWN agrees to return the article on request to the Successful Proposer and receive reimbursement. If the Successful Proposer used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

SECTION 15 - PROHIBITION ON CONTINGENCY FEES.

The resulting contract with the Successful Proposer shall contain the following prohibition against contingent fees:

CONSULTANT warrants that it will not employ or retain any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, Council, percentage, gift or other consideration contingent upon or resulting from the award or making of this contract in compliance with 287.055 Fla. Stat. For the breach or violation of this provision, TOWN shall have the right to terminate this contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover the full amount of such fee, Council, percentage, gift or consideration.

SECTION 16 – PUBLIC RECORDS:

Upon receipt, all Qualification Packages and information submitted with each qualification become "public record", property of the Town and shall be subject to public disclosure consistent with Chapter119, Florida Statutes (Public Records Law). In order to possibly be exempt from disclosure, Proposer's must invoke the specific exemptions to disclosure provided by law in their Qualifications Package by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Any resulting contract may be reviewed by any person after the contract has been executed by the Town. The Town has the right to use any or all information/material submitted in response to this RFQ and/or any resulting contract from it unless the documentation is proprietary information. Disqualification of a Proposer does not eliminate this right. In accordance with section 119.0701, Fla. Stat. any resulting contract shall include a provision that requires the Successful Proposer, if applicable, to comply with public records laws, specifically to:

16.1 Keep and maintain public records that are required by the Town in order to perform the service.

16.2 Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

16.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

16.4 Meet all requirements for retaining public records and transfer, at no cost, to the Town all public records in possession of the Contractor upon termination of the Contract Documents and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the Town.

16.5 The contract shall also provide that if a contractor does not comply with a public records request, the Town shall enforce the contract provisions in accordance with the contract.

16.6 The contract shall also include the following provision:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS IN THE OFFICE OF THE TOWN CLERK AT 561-992-2218, OR E-MAIL VOAKS@LOXAHATCHEEGROVESFL.COM , OR 155 F ROAD LOXAHATCHEE GROVES FL, 33430.

SECTION 17 - PALM BEACH COUNTY INSPECTOR GENERAL:

In accordance with Palm Beach County ordinance number 2011-009, Qualification Packages submitted, and contracts negotiated pursuant to this RFQ may be subject to investigation and/or audit by the Palm Beach County Inspector General. Prospective offerors should review Palm Beach County ordinance number 2011-009 in order to be aware of their rights and/or obligations under such ordinance.

SECTION 18 ANTI- HUMAN TRAFFICKING

Proposer attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 19 – DRUG-FREE WORKPLACE

In accordance with section 287.087, Florida Statutes, preference shall be given to proposers with drug-free workplace programs. Whenever two (2) or more Qualification Packages, which are equal with respect to price, quality and service, are received by the Town for the procurement of commodities of contractual services, a Qualification Package received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to receive such preference, the Proposer shall complete and submit with its Qualification Package the certification attached hereto **as Attachment C "Drug- Free Workplace Form"**.

SECTION 20 – PUBLIC ENTITY CRIMES

In accordance with section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, or reply on a contract to provide any goods and/or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, qualifications, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Successful Proposer under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Proposer shall complete and submit with its Qualification Package **Attachment B "Public Entity Crime Statement"**.

SECTION 21 – NON-COLLUSION

The Proposer certifies, through the submittal of its Qualification Package, that this Qualifications Package is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a Qualifications Package for the same services, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any provisions of services. If there is reason to believe that a violation of this provision exists, the Town may reject Qualification Packages, terminate the resulting contract and/or prohibit the violator from bidding on future Town projects. The Proposer shall complete and submit with its Qualification Package **Attachment A "Non-Collusion Affidavit".**

SECTION 22 –CONFLICT OF INTEREST/CODE OF ETHICS

This RFQ is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of Town officials and employees and contractual relationships providing a benefit to the same. Proposers are highly encouraged to review these Codes in order to ensure compliance with the same. If any Proposer violates or is a party to a violation of an applicable Code of Ethics, such Proposer may be disqualified from performing the work described in this RFQ or from furnishing the goods or services for which this RFQ is submitted and may be further disqualified from bidding on any future RFQs (or other procurement requests and invitations) for work or for goods or services for the Town.

The award of a contract under this RFQ is subject to any and all applicable conflict of interest provisions found in Florida Statutes. The Proposer shall complete and submit with its Qualification Package **Attachment E "Conflict of Interest Form"** attached hereto.

SECTION 23 – E-VERIFY

If awarded a contract, pursuant to Section 448.095(5), Florida Statutes, the Successful Proposer shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (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 subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of the Agreement;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
6. Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Proposer may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

SECTION 24 – SCRUTINIZED COMPANIES

24.1 Proposer submitting a response must certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate a resulting contract at its sole option if the Proposer or any of its subcontractors are found to have submitted a false certification; or if the Proposer or any of its subcontractors, is placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of the contract.

24.2 If the contract that may result from this RFQ is for one million dollars or more, the Proposer must certify that it

and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate a resulting contract at its sole option if the Proposer, or any of its subcontractors are found to have submitted a false certification; or if the Proposer or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of resulting contract.

24.3 The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the contract.

24.4 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

24.5 The Proposer shall complete and submit with its Qualification Package **Attachment F "Scrutinized Companies Certification Form"** attached hereto.

SECTION 25 – DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the Town nor its advisors provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any communications with Town representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the Town without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any qualifications conforming to these requirements will be selected for consideration, negotiation or approval.

Any recipient of this RFQ who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any Qualification Package submitted pursuant to this RFQ is at the sole risk and responsibility of the Proposer submitting such qualifications.

SECTION 26 – PROTESTS

Protests shall be handled in accordance with protest procedures set forth in the Town's Procurement Code, section 2-137 of the Code of Ordinances. Venue for any dispute regarding this RFQ shall be in Palm Beach County, Florida.

SECTION 27 – NO ORAL INTERPRETATIONS

No Person is authorized to give oral interpretations of, or make oral changes to, this RFQ. Therefore, oral statements about the RFQ by the Town's representatives will not be binding on the Town and should not be relied upon by a firm. Any interpretation of, or change to, this RFQ will be made in the form of a written addendum to the RFQ. Any addendum to this RFQ will be posted on the Town's website. A firm can only rely upon those interpretations of, or changes to this RFQ that are issued by the Town in an addendum. By submitting qualifications, a firm certifies that its submitted qualifications are made without reliance on any oral representation by the Town, its agents, or employees.

SECTION 28 – PROPERTY OF THE TOWN

All materials submitted in response to this RFQ become the property of the Town unless proprietary information. The Town has the right to use any or all ideas presented in any response to this RFQ, whether amended or not, and selection or rejection of a qualifications does not affect this right.

SECTION 29 – LEGAL REQUIREMENTS

Each firm must comply with all federal, state, and local laws, ordinances, policies, rules and regulations that are

applicable to this RFQ and the work to be performed under the Agreement. These legal requirements include, but are not limited to, the Town's Purchasing Code and applicable policies, and any and all requirements set forth in all applicable grants (including any amendments) or required thereunder. The successful firms agree to be bound by the terms of the applicable grants, and all applicable local, state and federal laws and regulations. A firm's lack of knowledge about the applicable laws or grants shall not be grounds for relief from such laws or constitute a defense against the enforcement of such laws.

By submitting qualifications in response to this RFQ, the firm represents that it is familiar with all federal, state, and local laws, ordinances, policies, rules and regulations, and grant requirements that are applicable to the services required under this RFQ. If a firm discovers any provision in this RFQ that is contrary to or inconsistent with any law, ordinance, rule, regulation, or grant provision, the firm shall promptly report it to the Purchasing Manager.

SECTION 30 – CONE OF SILENCE

A cone of silence is hereby imposed and made applicable to this RFQ. "Cone of Silence" means a prohibition on any non-written communication regarding this RFQ between any firm or firm's representative and any Town employee. The Cone of Silence is in effect as of the Qualification Packages advertising.

The provisions of this Cone of Silence **shall not** apply to communications with the Community Standards Department as authorized in section 7 of this RFQ, oral communications at any public proceeding and contract negotiations during any public meeting. The Cone of Silence shall terminate at the time that the Town Council awards or approves a contract, rejects all qualifications or otherwise takes action which ends the solicitation process. A firm's representative shall include but not be limited to the firm's employee, partner, officer, director or Successful Proposer, lobbyist, or any, actual or potential subcontractor or Successful Proposer of the firm.

SECTION 31 – LOBBYING

By submitting Professional Qualifications, each firm certifies that to the best of his or her knowledge and belief:

31.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the firm, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

31.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the firm shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
The firm shall require that this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

31.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

31.4 If the firm is unable to certify to any of the statements in this certification, such firm shall attach an explanation to its qualifications. Any such explanation or a violation of this requirement may cause the firm to be disqualified and prohibited from participating further in the RFQ process. The Firm shall complete the Certification regarding Lobbying attached hereto as Exhibit H (and incorporated herein).

SECTION 32 – DEBARMENT

By submitting Qualifications, each firm, on behalf of it and its principals, certifies that to the best of its knowledge and belief, that it and its principals:

32.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Board.

32.2 Have not within a three-year period preceding this qualifications been convicted of or had a civil judgment rendered against them for Council of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or Council of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

32.3 Are presently not indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with Council of any offenses enumerated in subparagraph ii of this section.

32.4 Have not within a three-year period preceding these qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

32.5 If the firm is unable to certify any of the statements in this certification, such firm shall attach an explanation to its qualifications. Any such explanation or a violation of this requirement may cause the firm to be disqualified and prohibited from participating further in the RFQ process. The Firm shall complete the Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion attached hereto as Exhibit G (and incorporated herein).

SECTION 33 – SUB-CONSULTANTS PROPOSERS

The Town reserves the right to pre-approve all sub-consultant Proposers, if any, for any services performed under a resulting contract.

SECTION 34 - CONTRACTING PROHIBITIONS

Pursuant to section 287.05701, Florida Statutes, the Town may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Further, the Town may not give a preference to a vendor based on the vendor's social, political, or ideological interests. As a condition of entering into a contract, the Proposer shall be required to attest that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 35 - BACKGROUND INVESTIGATION

As a part of the Response evaluation process, the Town reserves the right to conduct a background investigation including a criminal record check of Responding Proposer's officers and/or employees, by the Palm Beach County Sheriff's Office. Responding Proposer's submission of a Response constitutes acknowledgement of and consent to such investigation. Town shall be the sole judge in determining Responding Proposer's qualifications.

SECTION 36 - SPECIAL CONDITIONS

THERE ARE NO SPECIAL CONDITIONS IN THIS REQUEST FOR QUALIFICATIONS

SECTION 37 - SUBMITTAL PACKAGE

QUALIFICATION PACKAGES FORM COVER PAGE CHECKLIST; THIS SHOULD BE THE FIRST PAGE OF YOUR QUALIFICATION PACKAGES

RFQ NAME: _____ RFQ NO: _____

COMPANY NAME: _____ PHONE NO: _____

☐	1.	Submit One (1) Original, One (1) Flash Drive + Fifteen (15) photoc o p i e s of this Qualification Packages
☐	2.	Bid Form/Bid Qualification Packages Certification: **Carefully read *all* Bid Documents and properly complete the Bid Form and execute the certification.** (*Failure to properly complete and sign this document shall cause the Bid Qualification Packages to be rejected as non-responsive.)*
☐	3.	Qualification Statement: Complete and sign the Bidder's Qualification Statement. (Failure to properly complete and sign this document shall cause the Bid Qualification Packages to be rejected as non-responsive.)
☐	4.	Letter of Transmittal
☐	5.	Attachment A Non-Collusion Affidavit
☐	6.	Attachment B Public Entity Crime Statement
☐	7.	Attachment C Drug Free Workplace form
☐	8.	Attachment D Truth in Negotiations Affidavit
☐	9.	Attachment E Conflict of Interest Form
☐	10.	Attachment F Scrutinized Companies Certification Form
☐	11.	Attachment G Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
☐	12.	Attachment H Certification Regarding Lobbying
☐	13.	Attachment I Affidavit of Compliance with Foreign Entity Laws
☐	14.	Attachment J Affidavit of Compliance with Anti-Human Trafficking Laws
☐		

Submit this portion of the Request for Qualifications as your firms Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the Town to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the Town.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the Town in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the Town to reject the qualifications package, and if after the award, to cancel and terminate the award and/or contract.

Responses to Tab #'s 1-12 should not exceed 50 pages. Points may be deducted for Responses that exceed fifty (50) pages. Insurance Forms, Town Forms and Licenses are not included in the page count.

TAB #1 **Successful Proposer Profile**: Complete the following Information

1.1. If a corporation, complete the following:
1.1.1. Firm name, address, and phone number: (specify if different than parent company)
1.1.2. Address of proposed office in charge (including Phone No. And Fax No., **email address)**
1.1.3. Type of firm: corporation, individual, other; If corporation, complete the following:
1.1.4. Date incorporated
1.1.5. State of incorporation
1.1.6. Date authorized to do business in Florida
1.1.7. President, Vice President, Secretary
1.1.8. Authorized representative, phone, fax and email
1.1.9. Federal Employers Identification Number

1.2 If partnership, complete the following:
1.2.1 Firm name, address, and phone number: (specify if different than parent company)
1.2.2 Address of proposed office in charge (including Phone No. And Fax No., email address)
1.2.3. Date organized, Type: General, Limited
1.2.4 Names and addresses of Partners
1.2.5 Authorized representative, phone, fax and email
1.2.6 Federal Employers' Identification Number

1.3 Do you have a job cost account system?

1.4 If yes, answer the following:
1.4.1 Does the system separate and accumulate direct and indirect costs (both labor and expenses)?
1.4.2 Individual job cost ledgers maintained by job to support direct costs as accumulated in the general ledger?
1.4.3 Is subsidiary job cost reconciled on a regular basis with the general ledger?
1.4.4 Are time and expense reports utilized in the separation of direct and indirect costs?

1.5 Insurance
1.5.1 Submit under Tab #12
1.5.2. Submit proof of all insurances, Liability, Auto, Workers Comp, etc.
1.5.3. Submit number and amount of claims currently against this insurance

1.6 What will be your turnaround time for written responses to Town inquiries?

1.7 How much advance notice do you need to appear at the Town for meetings?

1.8 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past ten (10) years. Include in the description the disposition of each such petition.

1.9 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last ten (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

1.10 List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants. Include all case and docket numbers, dates in question, case name.

1.11 Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details including Vendor number, date suspended/convicted, agency involved. Please note number 1.11.1

1.11.1 Public Entity Crimes: Pursuant to F.S. 287.133 as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Successful Proposer under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.11.2 The Town will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section I324a (e) [Section 274A9e) of the Immigration and Nationality Act (AINA)]. The Town shall consider employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such a violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Town.

1.11.3 If applicable: I have received addenda #____through addenda# _____.

TAB #2 Letter of Transmittal:
Provide a statement addressing why your firm would be in the best position to deliver the required services including which services areas your firm is proposing to handle. (Limit to two (2) pages.)

Tab #3 Reference Check:
The Town reserves the right to contact any of the firms listed in this RFQ or to call any entity to check past performance whether listed in the Qualification Packages or not.

TAB #4 Recent/Current/Projected Workload-Staff Adequacy (LIST FOR APPLICANT FIRM'S OFFICE IN CHARGE, ADD LINES AD NEEDED).

Specify Number of Staff as follows:

Design Professionals: ☐ Specification Writers ☐ Other Licensed Personnel ☐

Lead Draftspersons: ☐ Designers ☐

	Project	Total Contract Fee	Percent Completed	Total Remaining Fees to be Paid to Firm	Uncompleted Amount of Contract
1.					
			Totals		
Total number of professional and technical staff including licensed personnel, design professionals, lead draftspersons, specification writers and designers					
Total $ Per staff					

List for each project currently under contract whether work has started or not including contracts as a Successful Proposer to another firm
4.1 Total fee to the applicant firm for the project
4.2 Total fees remaining to be paid to the applicant firm
4.3 Specify number of professional and technical staff including licensed personnel, design professionals, lead

draftspersons, specification writers and designers. Exclude staff drafters/CAD operators and Successful Proposers.
4.4 Divide the total fees remaining to be paid by the number of professional and technical staff listed in 4.3 and list on the form.

TAB #5 Prior Town Work Awarded to Firm
List all work awarded to the firm during the past five (5) years.

	Project Name	Date Awarded	Contract Amount
	Total Contract Dollars Awarded		

TAB #6 Capabilities/ Specific Related Experience of the Firm:

List at least THREE (3) clients who you have continuing services contract with Indicate:
6.1 Client Name, contact person and title, address, telephone number, fax number and email address
6.2 Description of the services including project starting and ending dates
6.3 Principal/Project Manager in Charge, licensing/ certifications, (if not included in Tab #6) various team positions
6 4 Whether your firm was the primary or subcontractor
6.5 Firm's Fee
List all design capabilities/disciplines offered by the firm in house.

TAB #7 Key Proposed Project Team Personnel:
Indicate the proposed RFQ team key personnel for the applicant, Successful Proposers, and/or professional/technical staff. For each individual listed, show discipline(s) of licensure/training and Town of residence. Also include when the team members are available to begin work on this project.

ALL KEY PROPOSED RFQ TEAM PERSONNEL MUST BE THOSE WHO WORKED WITH THE CLIENTS LISTED IN TAB#8, PROJECT TEAM STAFFING EXPERIENCE PORTION OF THIS QUESTIONNAIRE.

TAB #8 RFQ Team Staffing Experience:
For each proposed team member list at least three (3) comparable clients and specific to this RFQ. Indicate:
8.1 Position; Principal in Charge, Project Manager, various team positions
8.2 Client Name, contact person and title, address, telephone number and fax number
8.3 Project Description, your firms' scope of work, including project starting and ending Dates
8.4 Construction cost
8.5 Successful Proposer staff member's specific tasks
8.5 Whether your firm was the primary or subcontractor
8.6 Change orders and the reasons why they were issued

Resumes or Standard Form (SF) 330/254/255 cannot be submitted as substitutes for Tab #6, Capabilities /Specific Related Experience of the Firm, TAB #7, Key Proposed Project Team Personnel: and Tab#8 Project Team Staffing Experience. Substitution of resumes or (SF) 330/255/254 for Tab #6, Specific Related Experience of the Firm, TAB #7,Key Proposed Project Team Personnel: and Tab#8 Project Team Staffing Experience section shall result in your Qualifications package being rejected as non-responsive.

TAB #9 Capability and Commitment to Meet Time, Quality, and Budget Requirements
Demonstrate your firm's ability to help us meet time, quality and budget requirements. Describe in detail and add exhibits if applicable:
9.1 Submit proof of the firm's financial capability to complete the proposed project types. Acceptable Financial information are Audited or Certified financial statements no more than two (2) years old and should be submitted in a separate, sealed envelope or package and marked "**CONFIDENTIAL." A COMPILATION IS NOT ACCEPTABLE AND SHALL CAUSE YOUR QUALIFICATION PACKAGES TO BE REJECTED AS NON- RESPONSIVE.**
9.2 Describe the firm's regulatory agency experience and anticipated interaction for this development.

9.3 Describe your firms methodology for producing accurate and 100% construction drawings.
9.4 Describe your process for matching client budgets to client “wants”.
9.5 How do you reconcile construction schedules with economic shortages, long lead times, adverse weather conditions with client needs?

Tab#10 Overall Understanding and Methodology:
Demonstrate your firm’s understanding of the various RFQ requirements and issues. Site visits can be arranged.

10.1. What are the factors your firm may consider necessary to investigate to meet the Town’s needs. E.g. Quality control,
10.2. The systems, tools, and techniques that your firm would utilize to meet our time, quality, and budget requirements during design and construction phases.
10.3 Other relevant factors.

TAB#11 Required Executed forms (ALL FORMS ARE INCLUDED IN THIS DOCUMENT)
All of the following forms must be executed and included in your step 1 Qualification Package package or your Qualification Package may be considered non –responsive.

11.1 Attachment A Non-Collusion affidavit
11.2 Attachment B Public Entity Crime Statement
11.3 Attachment C Drug Free Workplace Form
11.4 Attachment D Truth-In-Negotiation Certificate and Affidavit
11.4 Attachment E Conflict of Interest Form
11.5 Attachment F Scrutinized Companies Certification Form
11.6 Attachment G Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
11.7 Attachment H Certification Regarding Lobbying
11.8 Attachment I Truth-In-Negotiation Certificate and Affidavit
11.9 Attachment J Affidavit of Compliance with Foreign Entity Laws
11.10 Attachment K Affidavit of Compliance with Anti-Human Trafficking Laws
11.11 Attachment L Proposer Certification and Signature Page **(Mandatory rejection if not included and executed).**

TAB #12 Additional Attachments: (Not included in the page count)
Insert all required attachments here; Licenses, certifications, insurances, signature page, etc.
12.1 NOTE: For the APPLICANT FIRM ONLY:
12.1.1 Attach a copy of the current Florida Division of Professional Regulation License(s)/ registration with the appropriate Council(s) for your firm and each of the license numbers listed in Tab #3.
12.1.2 Submit your State of Florida proof of incorporation with non-dissolution statement
12.1.3 If not a corporation, submit a copy of your State of Florida Division of Corporations form showing your State registration or your license if you are a sole proprietorship.
12.1.4 Submit project office business tax receipt.

ATTACHMENT "A"

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

_____being first duly sworn, deposes and says that:

1. PROPOSER is the _____,
(Owner, Partner, Officer, Representative or Agent)

2. PROPOSER is fully informed respecting the preparation and contents of the attached qualifications package and of all pertinent circumstances respecting such qualifications.

3. Such Qualification Package is genuine and is not a collusive or sham Qualification Package.

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Qualification Package or any other PROPOSER, or to fix any overhead, profit, or cost element of the RFQ Price or the RFQ Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Qualification Package are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any other of its agents, representatives, owners, employees or parties in interest.

By _____

Sworn to and subscribed before me on this _____day of _____, 20_____by _____

_____who □ is personally known to me or who □ has presented the following type of identification: _____

_____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Council Number ( )

DID take an oath, or ( ) DID NOT take an oath.

ATTACHMENT B

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the

public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me on this _____day of _____, 20_____by _____

_____who □ is personally known to me or who □ has presented the following type of identification: _____

_____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Council Number

ATTACHMENT C

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

7. Your firms Drug-Free Workplace Policy must be attached to this executed form and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

PROPOSER'S Signature

_____

(Print or Type Name)

ATTACHMENT D

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF PALM BEACH §

Before me, the undersigned authority, personally appeared affiant _____, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the Town OF Loxahatchee Groves, Palm Beach County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional architect and engineering services and is entering into an agreement with the Town of Loxahatchee Groves, Palm Beach County, Florida to provide professional services for a project known as RFQ #_____, _____.

3. That the undersigned firm has furnished the Town of Loxahatchee Groves, Palm Beach County, Florida, a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the Town of Loxahatchee Groves entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the Town of Loxahatchee Groves entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the Town of Loxahatchee Groves determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

_____
Name of Firm

_____
By: President

The foregoing instrument was acknowledged before me by _____

who has produced _____as identification or is personally known to me.

WITNESS my hand and official seal in the Stare of County last aforesaid this _____day of _____, 20___.

(SEAL)
Signature _____

_____
Notary Name (typed or printed)

_____
Title or Rank

EXHIBIT "E"

CONFLICT OF INTEREST STATEMENT

This Request for Qualifications is subject to the conflict-of-interest provisions of the policies and Code of Ordinances of the Town of Loxahatchee Groves, the Palm Beach County Code of Ethics, and the Florida Statutes. The Offeror shall disclose to the Town of Loxahatchee Groves any possible conflicts of interests. The Offeror's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the TOWN OF LOXAHATCHEE GROVES.

CHECK ALL THAT APPLY.

[ ] To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ due to any other clients, contracts, or property interests.

[ ] To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in the policies and Code of Ordinances of the Town of Loxahatchee Groves, as amended from time to time.

[ ] To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

[ ] To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR RESPONSE OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

_____
Company

_____
Authorized Signature

_____
Printed Name, Title

ATTACHMENT "F"

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (hereinafter, the "Proposer"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Proposer has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Proposer is not on the Scrutinized Companies that Boycott Israel List nor is the Proposer engaged in a boycott of Israel.
3. If awarded a contract, the Proposer agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Proposer agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Proposer is not on the Scrutinized Companies with Activities in Sudan List.
2. The Proposer is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Proposer is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Proposer agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Proposer agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

PROPOSER:

By:_____ Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20_____, by _____, who is the _____ of _____, who is personally known to me or who has produced_____as identification.

NOTARY PUBLIC

Printed Name of Notary_____

My Council expires: _____

EXHIBIT G CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER-TIER COVERED TRANSACTIONS

"Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed $25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a Successful Proposer or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment*: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
- *Ineligible or Ineligibility*: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

INSTRUCTIONS FOR CERTIFICATION

1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower-tier participant agrees by signing or certifying and submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by signing or certifying and submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Contractor Name

_____

Name

_____

Title

_____ _____

Signature Date

Exhibit H **CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The firm shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned, on behalf of the firm, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the firm understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Firm Name

_____
Signature of Firm's Authorized Official

_____ _____
Name and Title of Contractor's Authorized Official Date

ATTACHMENT I **AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: §§ 287.138(2)(a), and 287.138(4)(a) Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes) 287.138(4)(a) Florida Statutes)

3. Entity is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), 287.138(4)(a) Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2) and 2.88.007(3), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2) and § 288.007, Florida Statutes)

6. *(Only applicable if purchasing real property*) Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1) and 692.203(6)(a)1, Florida Statutes)

7. *(Only applicable if purchasing real property*) Entity is in compliance with all applicable requirements of Sections 692.202,(purchase of agricultural land), 692.203, (purchase of real property on or around military installations or critical infrastructure facilities), and 692.204, (purchase or acquisition of real property by the People's Republic of China), Florida Statutes. (Source 692.202(5)(a)2, 692.203(6)(a)2 Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes).

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20__ Signed: _____

Entity: _____ 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 _____for _____, who is personally known to me or who has produced _____as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My Council expires: _____

ATTACHMENT "J" **AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

STATE OF FLORIDA
COUNTY OF PALM BEACH

_____**[individual's name]**

Before me this day personally appeared as the _____[title], of _____, a company authorized to do business in the State of Florida, who,

being duly sworn, deposes and says:

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of _____.
3. _____ does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

_____
Signature

THE FOREGOING instrument was acknowledged before me by means of □ physical presence or □ online notarization on this _____day of _____2024, by _____[individual's name], as the _____[title] of _____, a company authorized to do business in the State of Florida, who is □ personally known to me or □ who has produced_____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____, to the same.

_____
Notary Public Signature Notary Seal:

Print Name:_____

My Council expires: _____

ATTACHMENT K **PROPOSER CERTIFICATION AND SIGNATURE PAGE**

The undersigned attests to his (her, their) authority to execute this Qualification Package and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all the work required of the Proposer in the Contract.

2. The facts stated in the Proposer's response pursuant to this Request for Qualifications are true and correct in all respects.

3. The Proposer has read and complied with, and submits their qualifications agreeing to all the requirements, terms and conditions as set forth in the Request for Qualifications.

4. Proposer certifies that he or she has not divulged, discussed, or compared his or her Qualification Package with other proposers and has not colluded with any other proposer or parties to a Qualification Package whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the Town vendor list(s).

5. **Proposer understands that if a team is shortlisted and selected to be interviewed and /or to make oral presentations to the EC and/or the Council, only the team members evaluated in the written submissions may be present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. Any changes to the team at the oral presentations/interviews shall result in that team's disqualification.**

6. The undersigned certifies that if the firm is selected by the Town, the firm will not withdraw their qualifications Qualification Packages for a period of ninety (90) days after qualification closing and will negotiate in good faith to establish an agreement.

7. Proposer understands that all information listed above may be checked by the Town and Proposer authorizes all entities or persons listed in this Request for Qualifications Qualification Package to answer all questions. Proposer hereby indemnifies the Town and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

8. The offeror and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the Town;

9. The proposal constitutes an offer to the Town which shall remain open, irrevocable and unchanged for one hundred and twenty (120) days after proposal opening and will negotiate in good faith to establish a Lease Agreement;

10. That the offeror shall indemnify, defend and hold harmless the Town, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this RFQ.

11. That pursuant to § 287.133, Fla. Stat., the offeror is not a person or affiliate on the convicted vendor list subject to the prohibitions stated therein and may lawfully respond to this RFQ and may lawfully accept an award if selected; and,

12. Representations by Submittal of Qualifications. By submitting Qualifications, the firm warrants, represents, certifies, and declares that:
    A. Person(s) designated as principal(s) of the firm are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

B. The Qualifications are submitted without connection, coordination or cooperation with any other persons, company, firm or party submitting Qualifications, and that the Qualifications are, in all respects, true and correct without collusion or fraud.
C. The firm understands and agrees to all elements of the RFQ unless otherwise indicated or negotiated, and that the RFQ and all federally required contract provisions (see Exhibit I and Addendum I attached hereto and incorporated herein) shall become part of any contract entered into between the Town and the firm.
D. By signing and submitting Qualifications, firm certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof (1) are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and (2) are not in violation of any federal lobbying laws.
E. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit Qualifications to the Town for 36 months following the date of being placed on the convicted firm list. The firm certifies that submittal of its Qualifications does not violate this statute.
F. Pursuant to section 287.135, Florida Statutes, the firm is not participating in a boycott of Israel, 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 the firm does not have business operations in Cuba or Syria.
G. The firm recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the firm may suffer from the disclosure or submittal of its Qualifications to third parties.

Submitted on this _____day of _____, 20____.

Please check one: _____Individual _____Partnership _____Non-incorporated Organization

_____	_____
Witness	Company
_____	_____
Witness	Signature
_____	_____
Printed	Printed Name, Title

(If a corporation, affix seal)

Incorporated under the laws of the State of (if applicable) _____.

REQUEST FOR QUALIFICATIONS (RFQ) #01-2025

TOWN OF LOXAHATCHEE GROVES

BUILDING INSPECTION AND PLANS REVIEW SERVICES

Presented to
Town of Loxahatchee Groves
Office of the Town Clerk
155 F Road
Loxahatchee Groves, FL 33470

Contact Regarding this Proposal
Mr. Carlos A. Penin, PE
President
C.A.P. Government, Inc. a Bureau Veritas Company
1910 N. Florida Mango Rd.
West Palm Beach, FL 33409
P: 305.448.1711

Mr. Carlos Del Pino, PE
Senior Operations Director
C.A.P. Government, Inc. a Bureau Veritas Company
1910 N. Florida Mango Rd.
West Palm Beach, FL 33409
P: 954.931.2601

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SECTION 37 - SUBMITTAL PACKAGE

QUALIFICATION PACKAGES FORM COVER PAGE CHECKLIST; THIS SHOULD BE THE FIRST PAGE OF YOUR QUALIFICATION PACKAGES

RFQ NAME: General Planning Services, Engineering Development Services and Building Inspection and Plan Review Services RFQ NO: 01-2025

COMPANY NAME: C.A.P. Government, Inc. PHONE NO: (305) 448-1711

X	1.	Submit One (1) Original, One (1) Flash Drive + Fifteen (15) photocopies of this Qualification Packages
X	2.	Bid Form/Bid Qualification Packages Certification: **Carefully read *all* Bid Documents and properly complete the Bid Form and execute the certification.** (*Failure to properly complete and sign this document shall cause the Bid Qualification Packages to be rejected as non-responsive.)*
X	3.	Qualification Statement: Complete and sign the Bidder's Qualification Statement. (Failure to properly complete and sign this document shall cause the Bid Qualification Packages to be rejected as non-responsive.)
X	4.	Letter of Transmittal
X	5.	Attachment A Non-Collusion Affidavit
X	6.	Attachment B Public Entity Crime Statement
X	7.	Attachment C Drug Free Workplace form
X	8.	Attachment D Truth in Negotiations Affidavit
X	9.	Attachment E Conflict of Interest Form
X	10.	Attachment F Scrutinized Companies Certification Form
X	11.	Attachment G Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
X	12.	Attachment H Certification Regarding Lobbying
X	13.	Attachment I Affidavit of Compliance with Foreign Entity Laws
X	14.	Attachment J Affidavit of Compliance with Anti-Human Trafficking Laws
X		

Submit this portion of the Request for Qualifications as your firms Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the Town to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the Town.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the Town in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the Town to reject the qualifications package, and if after the award, to cancel and terminate the award and/or contract.

Responses to Tab #'s 1-12 should not exceed 50 pages. Points may be deducted for Responses that exceed fifty (50) pages. Insurance Forms, Town Forms and Licenses are not included in the page count.

ATTACHMENT K **PROPOSER CERTIFICATION AND SIGNATURE PAGE**

The undersigned attests to his (her, their) authority to execute this Qualification Package and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all the work required of the Proposer in the Contract.

2. The facts stated in the Proposer's response pursuant to this Request for Qualifications are true and correct in all respects.

3. The Proposer has read and complied with, and submits their qualifications agreeing to all the requirements, terms and conditions as set forth in the Request for Qualifications.

4. Proposer certifies that he or she has not divulged, discussed, or compared his or her Qualification Package with other proposers and has not colluded with any other proposer or parties to a Qualification Package whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the Town vendor list(s).

5. **Proposer understands that if a team is shortlisted and selected to be interviewed and /or to make oral presentations to the EC and/or the Council, only the team members evaluated in the written submissions may be present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. Any changes to the team at the oral presentations/interviews shall result in that team's disqualification.**

6. The undersigned certifies that if the firm is selected by the Town, the firm will not withdraw their qualifications Qualification Packages for a period of ninety (90) days after qualification closing and will negotiate in good faith to establish an agreement.

7. Proposer understands that all information listed above may be checked by the Town and Proposer authorizes all entities or persons listed in this Request for Qualifications Qualification Package to answer all questions. Proposer hereby indemnifies the Town and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

8. The offeror and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the Town;

9. The proposal constitutes an offer to the Town which shall remain open, irrevocable and unchanged for one hundred and twenty (120) days after proposal opening and will negotiate in good faith to establish a Lease Agreement;

10. That the offeror shall indemnify, defend and hold harmless the Town, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this RFQ.

11. That pursuant to § 287.133, Fla. Stat., the offeror is not a person or affiliate on the convicted vendor list subject to the prohibitions stated therein and may lawfully respond to this RFQ and may lawfully accept an award if selected; and,

12. Representations by Submittal of Qualifications. By submitting Qualifications, the firm warrants, represents, certifies, and declares that:
    A. Person(s) designated as principal(s) of the firm are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

B. The Qualifications are submitted without connection, coordination or cooperation with any other persons, company, firm or party submitting Qualifications, and that the Qualifications are, in all respects, true and correct without collusion or fraud.
C. The firm understands and agrees to all elements of the RFQ unless otherwise indicated or negotiated, and that the RFQ and all federally required contract provisions (see Exhibit I and Addendum I attached hereto and incorporated herein) shall become part of any contract entered into between the Town and the firm.
D. By signing and submitting Qualifications, firm certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof (1) are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and (2) are not in violation of any federal lobbying laws.
E. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit Qualifications to the Town for 36 months following the date of being placed on the convicted firm list. The firm certifies that submittal of its Qualifications does not violate this statute.
F. Pursuant to section 287.135, Florida Statutes, the firm is not participating in a boycott of Israel, 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 the firm does not have business operations in Cuba or Syria.
G. The firm recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the firm may suffer from the disclosure or submittal of its Qualifications to third parties.

Submitted on this 28th day of August, 2025.

Please check one: _____Individual _____Partnership _____Non-incorporated Organization

Witness Carlos Del Pino, PE

Witness

Monica De Castro
Printed

C.A.P. Government, Inc.
Company

Signature

Carlos A. Penin, PE., President
Printed Name, Title

(If a corporation, affix seal)

Incorporated under the laws of the State of (if applicable) Florida.

TAB# 1.

SUCCESFUL PROPOSER PROFILE

SUCCESSFUL PROPOSER PROFILE

1.1.: IF A CORPORATION, COMPLETE THE FOLLOWING:

1.1.1.: Firm name, address, and phone number: (specify if different than parent company)
C.A.P. Government, Inc.
1910 N Florida Mango Rd., West Palm Beach, FL 33409, (561) 508.0615

1.1.2.: Address of proposed office in charge (including Phone No. And Fax No., email address)
1910 N Florida Mango Rd., West Palm Beach, FL 33409
(561) 508.0615
judson.dulany@bureauveritas.com

1.1.3.: Type of firm: corporation, individual, other; If corporation, complete the following:
Corporation

1.1.4.: Date incorporated
April 10, 1989

1.1.5.: State of Incorporation
Florida

1.1.6.: Date authorized to do business in Florida
April 10, 1989

1.1.7.: President, Vice President, Secretary
As for C.A.P. Government, Inc.:
Mr. Carlos A. Penin, President, Ms. Heather Bush, Secretary, Director
As for Bureau Veritas Holdings, Inc.
Mr. Gus Guerrero, Vice President & COO, Code Compliance, Ms. Heather Bush, Secretary & Vice President

1.1.8.: Authorized representative, phone, fax and email
Mr. Carlos A. Penin, President, (305) 448-1711, carlos.a.penin@bureauveritas.com

1.1.9.: Federal Employers Identification Number
65-0121594

1.3.: Do you have a job cost account system?
Yes

1.4.1: Does the system separate and accumulate direct and indirect costs (both labor and expenses)?
Yes

1.4.2.: Individual job cost ledgers maintained by job to support direct costs as accumulated in the general ledger?
Yes

SUCCESSFUL PROPOSER PROFILE

1.1.: IF A CORPORATION, COMPLETE THE FOLLOWING:

1.4.3.: Is subsidiary job cost reconciled on a regular basis with the general ledger?
Yes

1.4.4.: Are time and expense reports utilized in the separation of direct and indirect costs?
Yes

1.5.: Insurance

1.5.1.: Insurance
Submitted under Tab# 12

1.5.2.: Submit proof of all insurances, Liability, Auto, Workers Comp, etc.
Submitted under Tab# 12

1.5.3.: Submit number and amount of claims currently against this insurance
The firm has no judgments, pending litigation, liens, or claims that would adversely impact the financial stability, insurability, or performance of professional services of the Company.

1.6.: What will be your turnaround time for written responses to Town inquiries?
Our team of professionals will respond within 24hours of the Towns inquiries.

1.7.: How much advance notice do you need to appear at the Town for meetings?
24 hours' notice to appear at the Town for meetings.

1.8.: CAP has no bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Firm or its parent or subsidiaries or predecessor organizations during the past ten (10) years

1.9.: CAP has no claims, arbitrations, administrative hearings and lawsuits brought by or against the firm or its predecessor organizations(s) during the last ten (10) years.

1.10: CAP has no criminal proceedings or hearings concerning business related offenses in which the firm, its principals or officers or predecessor organization(s) were defendants.

1.11.: CAP or its principals, officers or predecessor organization(s) have not been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years?

1.12.: CAP certifies that we do not and will not knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section I324a (e) [Section 274A9e) of the Immigration and Nationality Act (AINA)] or consider employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. We understand that any violation of these provisions shall be grounds for unilateral cancellation of any agreement.

TAB# 2.

LETTER OF TRANSMITTAL

August 28, 2025

Ms. Caryn Gardner-Young
Community Standards Director
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33407

RE: The Town of Loxahatchee Groves - RFQ #01-2025 – Building Inspection and Plans Review Services

Dear Ms. Gardner-Young:

C.A.P. Government, Inc. (CAP) is pleased to submit our proposal to the Town of Loxahatchee Groves (Town) in response to RFQ #01-2025. Enclosed please find one (1) marked original, six (6) copies, and one (1) USB electronic copy of our submission.

Our team fully understands the scope of services requested and is confident in our ability, expertise, and commitment to deliver them in a timely, professional, and customer-focused manner. CAP has proudly provided outsourced Building Department services to governmental agencies across Florida for more than thirty-six (36) years. Our philosophy has always been to deliver these services with accuracy, efficiency, transparency, and a strong emphasis on creating a positive customer experience values we believe are fully aligned with the Town's vision for its Building Department customers. Notably, CAP has previously provided Building Services to the Town and is familiar with its operations and expectations.

Our delivery of these services complements the City's philosophy of creating a positive customer experience without sacrificing accuracy and efficiency. As you review our qualifications, we call to your attention the following points:

- **Qualifications: CAP** was founded Thirty-Six (36) years ago in 1989 and is the pioneer of outsourcing Building Department services to municipalities throughout Florida. We currently serve over eighty-five (85+) municipalities and ten (10) educational institutions.

- **Staff Availability: CAP** has over three hundred (300+) employees. Our proposed dedicated technical staff is "*fully certified, qualified, trained and experienced*".

- **Location:** Since 2013 CAP has been investing, developing, and implementing an Electronic Plans Review (EPR) platform that allows our Plans Examiners to work electronically in an efficient, transparent, and real time manner

Why us, by the numbers?

36	Years in Business (Est. in 1989). **We are local**
33	Years Outsourcing Building Services **Exclusively to the Government**
11	Municipal Clients - Full Service
67	Municipal Clients - Supplemental Services
9	Educational Clients
85	Total Building Department Outsourcing Clients
20	Years with the City of Weston
30	Years with the City of Aventura
12	**Years providing Electronic Plan Review (EPR)**
10	**West Palm Beach Headquarters**
300+	Employees dedicated to outsourcing Building Services

A significant milestone in this journey came on September 1, 2022, when Bureau Veritas North America, Inc. (BV) welcomed CAP into its organization through the acquisition of a majority stake in the firm. More than just a business transaction, this integration marked the union of two industry leaders with a shared vision. Together, BV and CAP set out to strengthen their ability to deliver exceptional code compliance services safeguarding communities, streamlining processes, and supporting sustainable growth.

As a result of this integration, all future proposals, including this one, are now submitted under the Bureau Veritas name. This represents more than a change in branding it is the evolution of CAP's legacy, now reinforced by the global resources, technical expertise, and stability of Bureau Veritas. In this way, clients benefit from the same trusted local service they have always known, while gaining the added value of a world leader committed to innovation, resilience, and long-term partnership.

We are confident that, if selected, Bureau Veritas can provide the Town of Loxahatchee Groves and its residents with the highest level of Building Inspection and Plans Review Services while continuously seeking opportunities for improvement and innovation.

If given the opportunity, **we will provide and improve** the high level of **Building Inspection and Plans Review Services** that is expected and required by the City of Loxahatchee and its residents.

TAB# 3.

REFERENCE CHECK

REFERENCE CHECK

We understand that the Town of Loxahatchee Groves reserves the right to contact any of the firms listed in our response to this RFQ# 01-2025. Or to call any entity to check past performance whether listed in our Qualification Packages or not.

TAB# 4.

RECENT/CURRENT/PROJECTED WORKLOAD-STAFF ADEQUACY

RECENT/CURRENT/PROJECTED WORKLOAD-STAFF ADEQUACY

Other Licensed Personnel

	Project	Total Contract Fee	Percent Completed	Total Remaining Fees to be paid to firm	Uncompleted Amount of Contract
1	Pahokee	$ 43,267.00	On Going	TBD	TBD
2	South Bay	$ 16,653.00	On Going	TBD	TBD
3	Bell Glade	$ 230,133.00	On Going	TBD	TBD
4	Green Acres	$ 197,362.00	On Going	TBD	TBD
5	Glades County	$ 167,713.00	On Going	TBD	TBD
6	Clewiston	$ 45,107.00	On Going	TBD	TBD
7	LaBelle	$ 8,840.00	On Going	TBD	TBD
8	City of West Palm Beach	$ 49,297.00	On Going	TBD	TBD
9	Hendry County	$ 38,467.00	On Going	TBD	TBD
10	Highland Beach	$ 190,408.00	On Going	TBD	TBD
11	Town of Palm Beach Shores	$ 21,747.00	On Going	TBD	TBD
Total number of professional and technical staff including licensed personnel, design professionals, lead draftpersons, specification writers and designers					**50**
Total $ Per Staff					**$20,179.88**

TAB# 5.

PRIOR TOWN WORK AWARDED TO FIRM

PRIOR TOWN WORK AWARDED TO FIRM

Project Name	Date Awarded	Contract Amount
Town of Loxahatchee Groves Code Enforcement and Related Services	October 2019	Billed JTD $100K

TAB# 6.

CAPABILITIES / SPECIFIC RELATED EXPERIENCE OF THE FIRM

CAPABILITIES / SPECIFIC RELATED EXPERIENCE OF THE FIRM:

6.1:

Client Name: City of Belle Glade
Contact person and title: Mr. Lomax Harrelle, City Manager
Address: 110 DR M.L.K. Jr. Blvd. Belle Glade, FL 33430
Telephone number: (561) 996-0100
Fax number: N/A
Email Address: lharrelle@belleglade-fl.com

Client Name: Glades County
Contact person and title: Ms. June Fisher, County Manager
Address: 500 Ave J SW, Post Office Box 1527. Moore Have, FL 33471
Telephone number: (863) 946-6000
Fax number: N/A
Email Address: countymanager@myglades.com

Client Name: Hendry County
Contact person and title: Ms. Jennifer Davis, County Administrator
Address: P.O. Box 2340, LaBelle, FL 33975
Telephone number: (863) 675-5245
Fax number: N/A
Email Address: jdavis@hendryfla.net

6.2: **Description of the services including project starting and ending dates**

Client	Description of Services	Dates
City of Belle Glade	Building Official, Plans Review and Inspections	2017 – Ongoing
Glades County	Plans Review and Inspections	2024 – Ongoing
Hendry County	Plans Review and Inspections	2025 – Ongoing

6.3: **Principal/Project Manager in Charge, licensing/ certifications, (if not included in Tab #6) various team positions**

- Included in TAB 7

6.4: **Whether your firm was the primary or subcontractor**

- Prime Consultant

6.5: **Firm's Fee**

Description	Hourly Rates
Plans Reviewers	$95.00
Inspectors	$88.00

TAB# 7.

KEY PROPOSED PORJECT TEAM PERSONNEL

KEY PROPOSED PROJECT TEAM PERSONNEL:

TEAM MEMBERS				
Name	**Role**	**Years of Experience**	**License Information**	**Residence**
Management				
Carlos A. Penin, PE	Principal-in-Charge	35	PE33216	33134
Judson Dulany	Project Manager	30	BU1990, PX3626, BN6644	33430
Carlos Del Pino, PE	QA/QC	30	PE59888	33155
Deborah Nutter	QA / QC	27	BU1478, PX2657, BN5093	33412
Building				
Anthony Ringle	Plans Examiner and Inspector	15	PX4559, BN8098	33461
Mechanical				
Maneul Barrera	Plans Examiner and Inspector	15	PX4647, BN8014	34987
Electrical				
Joshua Mangone	Plans Examiner and Inspector	25	PX4081, BN7117	33431
Plumbing				
Anthony D'Auria	Plans Examiner and Inspector	40	PX4133, BN7353	33437
Fire				
Daniel Hubbard		15		
Permit Technician				
Lucille Dunaway	Application Technician			28540
Team members are available to begin work Immediately on this project				

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LICENSEE DETAILS

9:00:57 AM 4/18/2025

Licensee Information

Name:	**PENIN, CARLOS ANTONIO (Primary Name)**
Main Address:	**343 ALMERIA AVENUE CORAL GABLES Florida 33134**
County:	**DADE**
License Mailing:	**343 ALMERIA AVENUE CORAL GABLES FL 33134**
County:	**DADE**

License Information

License Type:	**Professional Engineer**
Rank:	**Prof Engineer**
License Number:	**33216**
Status:	**Current,Active**
Licensure Date:	**03/25/1983**
Expires:	**02/28/2027**

Special Qualifications	Qualification Effective

Alternate Names

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LICENSEE DETAILS

4:53:59 PM 12/15/2023

Licensee Information

Name:	**DULANY, JUDSON DEWITT (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU1990**
Status:	**Current,Active**
Licensure Date:	**02/26/2018**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective

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LICENSEE DETAILS

4:54:46 PM 12/15/2023

Licensee Information

Name:	**DULANY, JUDSON DEWITT (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3626**
Status:	**Current,Active**
Licensure Date:	**07/30/2015**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Building	**07/30/2015**

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LICENSEE DETAILS

4:52:52 PM 12/15/2023

Licensee Information

Name:	**DULANY, JUDSON DEWITT (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6644**
Status:	**Current,Active**
Licensure Date:	**03/27/2015**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Building	**03/27/2015**

Alternate Names

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LICENSEE DETAILS

10:04:07 AM 8/22/2025

Licensee Information

Name:	**DEL PINO, CARLOS A. (Primary Name)**
Main Address:	**8040 S.W. 37 TERRACE MIAMI Florida 33155**
County:	**DADE**

License Information

License Type:	**Professional Engineer**
Rank:	**Prof Engineer**
License Number:	**59888**
Status:	**Current,Active**
Licensure Date:	**05/28/2003**
Expires:	**02/28/2027**

Special Qualifications	Qualification Effective
Civil	**05/28/2003**
Structural 1	**08/28/2007**

Alternate Names

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LICENSEE DETAILS

11:46:45 AM 12/15/2023

Licensee Information

Name:	**NUTTER, DEBORAH ANN (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Location:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU1478**
Status:	**Current,Active**
Licensure Date:	**05/02/2006**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective

Alternate Names

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LICENSEE DETAILS

11:45:55 AM 12/15/2023

Licensee Information

Name:	**NUTTER, DEBORAH ANN (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Location:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN5093**
Status:	**Current,Active**
Licensure Date:	**09/23/2005**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Building	**08/09/2006**
Electrical Inspector	**09/23/2005**
Residential	**05/05/2006**
Mechanical	**08/09/2006**

Alternate Names

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LICENSEE DETAILS

11:44:52 AM 12/15/2023

Licensee Information

Name:	**NUTTER, DEBORAH ANN (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Location:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX2657**
Status:	**Current,Active**
Licensure Date:	**03/13/2006**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Electrical	**03/13/2006**

Alternate Names

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LICENSEE DETAILS

11:57:18 AM 2/28/2024

Licensee Information

Name:	**RINGLE, ANTHONY (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4559**
Status:	**Current,Active**
Licensure Date:	**01/15/2021**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Building	**01/15/2021**

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LICENSEE DETAILS

11:58:48 AM 2/28/2024

Licensee Information

Name:	**RINGLE, ANTHONY (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN8098**
Status:	**Current,Active**
Licensure Date:	**11/05/2020**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Building	**11/05/2020**

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LICENSEE DETAILS

1:34:34 PM 11/7/2024

Licensee Information

Name:	**BARRERA, MANUEL RAMON (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4647**
Status:	**Current,Active**
Licensure Date:	**08/23/2021**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Mechanical	**08/23/2021**

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LICENSEE DETAILS

1:33:38 PM 11/7/2024

Licensee Information

Name:	**BARRERA, MANUEL RAMON (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN8014**
Status:	**Current,Active**
Licensure Date:	**07/14/2020**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Mechanical	**07/14/2020**

Alternate Names

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LICENSEE DETAILS

4:39:24 PM 12/15/2023

Licensee Information

Name:	**MANGONE, JOSHUA MICHAEL (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4081**
Status:	**Current,Active**
Licensure Date:	**05/03/2018**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Electrical	**05/03/2018**

Alternate Names

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LICENSEE DETAILS

4:36:07 PM 12/15/2023

Licensee Information

Name:	**MANGONE, JOSHUA MICHAEL (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN7117**
Status:	**Current,Active**
Licensure Date:	**05/30/2017**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Electrical Inspector	**05/30/2017**

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

10:37:29 AM 12/15/2023

Licensee Information

Name:	**DAURIA, ANTHONY ALBINO (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4133**
Status:	**Current,Active**
Licensure Date:	**08/07/2018**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Plumbing	**08/07/2018**

Alternate Names

View Related License Information

View License Complaint

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LICENSEE DETAILS

10:36:10 AM 12/15/2023

Licensee Information

Name:	**DAURIA, ANTHONY ALBINO (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN7353**
Status:	**Current,Active**
Licensure Date:	**03/05/2018**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Plumbing	**03/05/2018**

Alternate Names

View Related License Information

View License Complaint

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Division of State Fire Marshal

BUREAU OF FIRE STANDARDS AND TRAINING

Hereby Awards this

79676

FIRESAFETY INSPECTOR I

Certificate of Compliance

to

HERBERT EUGENE SMITH

Expires the 31st Day of March, 2025

By virtue of having met the requirements of Florida Statutes of the Rules and Regulation of the Division of State Fire Marshal.

State Fire Marshal

Director

DUPLICATE COPY

TAB# 8.

RFQ TEAM STAFFING EXPERIENCE

RFQ TEAM STAFFING EXPERIENCE

We have enclosed resumes on the following pages.

Mr. Carlos A. Penin, PE
Principal-in-Charge
Mr. Penin is a Professional Engineer with over thirty-six(36) years of experience. He founded C.A.P. Government, Inc. in 1989 and continues to serve as its President. Mr. Penin ensures that the proper resources are allocated to manage this contract effectively. He oversees the contractual responsibilities for all our clients and employs a "hands-on" management style to ensure that all obligations are met by our managers and staff.

Mr. Judson Dulany, BU, PX, BN
Project Manager
Mr. Judson Dulany has over twenty (20) years of experience as a commercial, residential, and industrial State of Florida Certified Building and Roofing Contractor. He is knowledgeable in all aspects of construction, including estimating, contracts, underground utilities, site work, foundations, and structural walls. He is deeply involved in CAP's day-to-day operations and is uniquely qualified to oversee the administration of a Building Department. This year he was awarded the Palm Beach County Chapter Building Official of the year from the Building Officials Association of Palm Beach County.

Mr. Carlos Del Pino, PE
QA/QC
Mr. Del Pino oversees the planning, implementation, compliance, and performance of outsourced Building Department operations for multiple jurisdictions across the State of Florida. He over thirty-five (35) years of professional engineering experience as a civil and structural engineer in the design and construction management industry.

Ms. Deborah Nutter, BU, PX, BN
QA/QC
Ms. Nutter has over thirty (30) years of experience in the building industry. She holds multiple licenses, including Building Code Administrator, Electrical Plans Examiner, and Building, Electrical, and Mechanical Inspector. In 2018, she was recognized by the Building Officials Association of Florida (BOAF) and awarded the title of "Building Official of the Year".

TAB# 9.

CAPABILITY OF COMMITMENT TO MEET TIME, QUALITY, AND BUDGET REQUIREMENTS

CAPABILITY AND COMMITMENT TO MEET TIME, QUALITY, AND BUDGET REQUIREMENTS

Demonstrate your firm's ability to help us meet time, quality and budget requirements. Describe in detail and add exhibits if applicable:

C.A.P. Government, Inc. (CAP) is fully committed to supporting the Town of Loxahatchee Groves in meeting its time-sensitive project milestones, delivering quality-driven services, and maintaining strict adherence to budgetary expectations. We understand that the Town requires a consultant with proven systems, reliable processes, and demonstrated experience in successfully managing municipal level planning and building services especially under the scrutiny of public funding and regulatory oversight.

Timely Delivery
We use a project management process with clear milestones, early warning tools, and open communication to make sure everything stays on track. We know how important it is to be responsive and have shown we can quickly mobilize staff, minimize delays, and meet tight schedules. We're able to respond to Town requests within 24 hours and attend public meetings with short notice.

Quality Assurance
Our team follows a detailed quality control process from start to finish whether it's reviewing zoning cases, drafting plans, or handling inspections. We ensure it meets local, state, and federal standards. Our goal is to maintain high quality work that meets the Town's expectations.

Staying on Budget
We focus on clear scope, accurate planning, and keeping costs under control. We use past experience and historical data to estimate realistically, and we work closely with the Town to make sure everything stays within the approved budget.

Financial Strength
We have submitted in a separate sealed envelope our firm's financial capability. Our firm can handle current and future workloads as needed without affecting service quality.

9.1 Submit proof of the firm's financial capability to complete the proposed project types. Acceptable Financial information are Audited or Certified financial statements no more than two (2) years old and should be submitted in a separate, sealed envelope or package and marked "CONFIDENTIAL." A COMPILATION IS NOT ACCEPTABLE AND SHALL CAUSE YOUR QUALIFICATION PACKAGES TO BE REJECTED AS NON- RESPONSIVE.

- We have submitted in a separate sealed envelope with the firm's financial capability.

9.2 Describe the firm's regulatory agency experience and anticipated interaction for this development.

This allows for clarification of regulatory expectations, alignment with code requirements, and timely approvals. Our team attends agency meetings, submits all required documentation promptly, and monitors the status of applications to prevent delays.

9.3 Describe your firm's methodology for producing accurate and 100% construction drawings.

Our Plan Review and Inspection services represent a comprehensive, systematic approach to ensuring construction safety, compliance, and quality. Our expert team conducts thorough technical evaluations that examine construction documents, site plans, and building designs against current regulatory standards and building codes. Our advanced Electronic Plan Review (EPR) and technical expertise perform multi-disciplinary reviews that cover structural integrity, mechanical, electrical, and life safety requirements. Our process involves on-site inspections and document assessments, identifying potential risks, code violations, and technical discrepancies before they can impact project implementation. We provide clients with detailed assessments that streamline regulatory approval processes and minimize potential construction complications. Our commitment extends beyond mere compliance, focusing on proactive risk management and ensuring that every project meets the highest standards of safety.

9.4 Describe your process for matching client budgets to client "wants".

Our Plan Review and Inspection services are centered on comprehensive cost-effective project evaluation and risk management. Our expert team conducts technical assessments that systematically analyze construction documents, site plans, and building designs to identify potential financial and safety risks. CAP's staff of expertise perform detailed reviews that cover structural, mechanical, electrical, and life safety compliance requirements. Our cost-focused inspection approach involves thorough on-site evaluations and document assessments that not only verify regulatory adherence but also help clients anticipate and mitigate potential financial implications of design and construction challenges. By integrating early cost estimation techniques with rigorous technical review, we provide clients with actionable insights that streamline regulatory approval processes, minimize unexpected expenses, and ensure projects meet the highest standards of safety and economic efficiency. Our methodology transforms plan review from a mere compliance check to a strategic value-added service that supports informed decision-making throughout the project lifecycle.

9.5 How do you reconcile construction schedules with economic shortages, long lead times, adverse weather conditions with client needs?

Early Risk Identification

- Conduct comprehensive pre-construction assessments to identify potential scheduling and material procurement challenges
- Analyze long-lead items and critical path components during initial plan review
- Evaluate potential supply chain disruptions and material availability risks

Regulatory Compliance Verification

- Perform detailed technical inspections ensuring adherence to local and state building codes
- Verify structural, mechanical, electrical, and safety system specifications
- Assess compliance with environmental and zoning regulations

Weather and Environmental Contingency Planning

- Implement specialized review protocols for South Florida's unique environmental conditions
- Evaluate construction sequencing for hurricane and wet season resilience
- Recommend proactive mitigation strategies for weather-related risks

Project Management

- Maintain flexible inspection protocols to accommodate evolving project conditions
- Provide communication between contractors, and clients
- Develop strategies to minimize project delays and potential cost overruns

Technical Documentation and Reporting

- Generate comprehensive inspection reports with clear recommendations
- Utilize advanced technological tools for precise technical documentation
- Ensure transparent and detailed communication of findings and compliance status

TAB# 10.

OVERALL UNDERSTANDING AND METHODOLOGY

OVERALL UNDERSTANDING AND METHODOLOGY

Demonstrate your firm's understanding of the various RFQ requirements and issues. Site visits can be arranged.

Our firm demonstrates a thorough understanding of the Town of Loxahatchee Groves (Town) objectives, challenges, and expectations as outlined in RFQ# 01-2025. We recognize that the Town is seeking a qualified partner to provide building services that are reliable, responsive, and aligned with public standards and fiscal responsibility. Based on the RFQ, our methodology has been designed to support these goals through a practical, efficient, and quality driven approach. The Town's priorities include ensuring effective communication with staff, timely review and issuance of development and construction documents, thorough field inspections, and proactive coordination with regulatory agencies. We understand that services may include both ongoing support and special projects, each requiring attention to detail, strict compliance with applicable codes, and flexibility in scheduling. In anticipation of this, we are prepared to engage in regular meetings with Town staff, offer rapid response capabilities, and ensure consistency in personnel assigned to the Town to maintain continuity and institutional knowledge.

10.1. What are the factors your firm may consider necessary to investigate to meet the Town's needs. E.g. Quality Control.

To effectively meet the Town of Loxahatchee Groves needs for plan review and inspection services, our firm emphasizes a detailed, structured, and proactive approach rooted in both regulatory compliance and practical field insight. The following are the key factors we consider necessary to investigate and implement to deliver consistent, high-quality service:

Quality Assurance/Quality Control (QA/QC): All plans and reports undergo a multi-level internal review to eliminate errors, verify constructability, and ensure conformance with Town and state regulations.
Permitting Checklists and Workflow Mapping: We maintain regulatory checklists specific to Palm Beach County and state agencies to ensure accurate and timely submittals.

- **Up-to-Date Code Integration:** Our reviewers are continually trained on updates to the Florida Building Code and local amendments. This ensures consistent application of regulations and reduces delays due to misinterpretation or outdated standards.
- **Pre-Inspection:** We review construction documents in advance to anticipate high-risk or complex inspection areas and prepare accordingly, improving field efficiency and reducing the need for re-inspections.
- **Field Documentation:** Our inspectors use digital tools to document findings with photos, real-time notes, and GPS tagging, allowing for transparent and traceable reporting.
- **Responsive Scheduling:** We investigate local contractor workflows and construction timelines to forecast inspection demand, allowing us to scale resources appropriately and minimize project delays.

Our commitment to delivering thorough, responsive, and results-oriented service is reinforced by decades of experience with Florida municipalities and a deep respect for the unique characteristics of the Town of Loxahatchee Groves.

10.2. Our Electronic Plan Review (EPR) services have proven to expedite the plan review process, as well as facilitate improved communications, documentation and project management. With EPR, the project designers can submit and re-submit all applications, plans, corrections and documents in an organized digital environment with no need to physically deliver plans and documents. In turn, our plan review professionals provide comments in a user-friendly electronic format that documents requirements and activity for use by designers, contractors and managers. The EPR service is as a simply as filling-out online forms, uploading files, and responding to emails and notifications. Utilizing our EPR services saves time, saves money and improves results.

10.3 Other relevant factors.

- **System Compatibility Assessment**: We evaluate the Town's existing permitting or review platforms (e.g., digital submittals or permitting software) to ensure seamless integration with our systems.
- **Customized Reporting:** We provide tailored reporting formats and tracking summaries that support Town staff in managing workflows and communicating with applicants or elected officials.

By focusing on these investigation areas, our firm ensures the Town receives accurate, efficient, and professional plan review and inspection services that enhance development quality while maintaining public safety and compliance.

TAB# 11.

REQUIRED EXCECUTED FORMS

ATTACHMENT "A"

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Miami-Dade

Carlos A. Penin, PE being first duly sworn, deposes and says that:

1. PROPOSER is the Owner,
(Owner, Partner, Officer, Representative or Agent)

2. PROPOSER is fully informed respecting the preparation and contents of the attached qualifications package and of all pertinent circumstances respecting such qualifications.

3. Such Qualification Package is genuine and is not a collusive or sham Qualification Package.

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Qualification Package or any other PROPOSER, or to fix any overhead, profit, or cost element of the RFQ Price or the RFQ Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Qualification Package are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any other of its agents, representatives, owners, employees or parties in interest.

By _____

Sworn to and subscribed before me on this 28 day of August, 20 25 by Carlos A. Penin, PE

_____who X is personally known to me or who has presented the following type of identification: _____

_____.

_____
Signature of Notary Public, State of Florida

Monica De Castro
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Council Number (X)

MONICA DE CASTRO
Notary Public - State of Florida
Commission # HH 295746
My Comm. Expires Aug 1, 2026
Bonded through National Notary Assn.

DID take an oath, or ( ) DID NOT take an oath.

ATTACHMENT B

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

__X__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the

public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
COUNTY OF Miami-Dade

Sworn to and subscribed before me on this 28th day of August, 20 25 by Carlos A. Penin, PE

who X is personally known to me or who has presented the following type of identification: _____

_____.

Signature of Notary Public, State of Florida

Monica De Castro

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Council Number

MONICA DE CASTRO
Notary Public - State of Florida
Commission # HH 295746
My Comm. Expires Aug 1, 2026
Bonded through National Notary Assn.

ATTACHMENT C

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

7. Your firms Drug-Free Workplace Policy must be attached to this executed form and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER'S Signature

Carlos A. Penin, PE
(Print or Type Name)

ATTACHMENT D

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF PALM BEACH §

Before me, the undersigned authority, personally appeared affiant Carlos A. Penin, PE who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the Town OF Loxahatchee Groves, Palm Beach County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional architect and engineering services and is entering into an agreement with the Town of Loxahatchee Groves, Palm Beach County, Florida to provide professional services for a project known as RFQ # 01, 2025.

3. That the undersigned firm has furnished the Town of Loxahatchee Groves, Palm Beach County, Florida, a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the Town of Loxahatchee Groves entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the Town of Loxahatchee Groves entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the Town of Loxahatchee Groves determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

C.A.P. Government, Inc.
Name of Firm

By: President

The foregoing instrument was acknowledged before me by Carlos A. Penin, PE who has produced _____ as identification or is personally known to me.

WITNESS my hand and official seal in the Stare of County last aforesaid this 28th day of August, 2025.

(SEAL)
Signature

MONICA DE CASTRO
Notary Public - State of Florida
Commission # HH 295746
My Comm. Expires Aug 1, 2026
Bonded through National Notary Assn.

Monica De Castro
Notary Name (typed or printed)

Title or Rank

EXHIBIT "E"

CONFLICT OF INTEREST STATEMENT

This Request for Qualifications is subject to the conflict-of-interest provisions of the policies and Code of Ordinances of the Town of Loxahatchee Groves, the Palm Beach County Code of Ethics, and the Florida Statutes. The Offeror shall disclose to the Town of Loxahatchee Groves any possible conflicts of interests. The Offeror's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the TOWN OF LOXAHATCHEE GROVES.

CHECK ALL THAT APPLY.

[x] To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ due to any other clients, contracts, or property interests.

[x] To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in the policies and Code of Ordinances of the Town of Loxahatchee Groves, as amended from time to time.

[x] To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

[x] To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR RESPONSE OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

C.A.P. Government, Inc.
Company

Authorized Signature

Carlos A. Penin, PE, President
Printed Name, Title

ATTACHMENT "F"

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Carlos A. Penin, PE, on behalf of C.A.P. Government, Inc. (hereinafter, the "Proposer"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Proposer has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Proposer is not on the Scrutinized Companies that Boycott Israel List nor is the Proposer engaged in a boycott of Israel.
3. If awarded a contract, the Proposer agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Proposer agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Proposer is not on the Scrutinized Companies with Activities in Sudan List.
2. The Proposer is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Proposer is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Proposer agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Proposer agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

PROPOSER:

By: _____ Date: 08/28/2025

STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was sworn to (or affirmed) and subscribed before this 28th day of August, 20 25, by Carlos A. Penin, PE, who is the President of C.A.P. Government, Inc. a Bureau Veritas Company who is personally known to me or who has produced _____ as identification.

MONICA DE CASTRO
Notary Public - State of Florida
Commission # HH 295746
My Comm. Expires Aug 1, 2026
Bonded through National Notary Assn.

NOTARY PUBLIC _____
Printed Name of Notary Monica De Castro
My Council expires: 08/01/2026

EXHIBIT G CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER-TIER COVERED TRANSACTIONS

"Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed $25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a Successful Proposer or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment*: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
- *Ineligible or Ineligibility*: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

INSTRUCTIONS FOR CERTIFICATION

1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower-tier participant agrees by signing or certifying and submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by signing or certifying and submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

C.A.P. Government, Inc.
Contractor Name

Carlos A. Penin, PE
Name

President
Title

Signature

08/28/2025
Date

Exhibit H **CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The firm shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned, on behalf of the firm, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the firm understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

C.A.P Government, Inc.
Firm Name

Signature of Firm's Authorized Official

Carlos A. Penin, PE, President
Name and Title of Contractor's Authorized Official

08/28/2025
Date

ATTACHMENT I **AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: §§ 287.138(2)(a), and 287.138(4)(a) Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes) 287.138(4)(a) Florida Statutes)

3. Entity is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), 287.138(4)(a) Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2) and 2.88.007(3), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2) and § 288.007, Florida Statutes)

6. *(Only applicable if purchasing real property)* Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1) and 692.203(6)(a)1, Florida Statutes)

7. *(Only applicable if purchasing real property)* Entity is in compliance with all applicable requirements of Sections 692.202,(purchase of agricultural land), 692.203, (purchase of real property on or around military installations or critical infrastructure facilities), and 692.204, (purchase or acquisition of real property by the People's Republic of China), Florida Statutes. (Source 692.202(5)(a)2, 692.203(6)(a)2 Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes).

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: August 28, , 2025 Signed: _____

Entity: C.A.P. Government, Inc. Name: Carlos A. Penin, PE

Title: President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of July, 20 25, by Carlos A. Penin, PE, as President for C.A.P. Government, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Monica De Castro My Council expires: 08/01/2026

MONICA DE CASTRO
Notary Public - State of Florida
Commission # HH 295746
My Comm. Expires Aug 1, 2026
Bonded through National Notary Assn.

ATTACHMENT "J" **AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

STATE OF FLORIDA
COUNTY OF PALM BEACH

Carlos A. Penin, PE **[individual's name]**

Before me this day personally appeared as the President **[title], of** C.A.P. Government, Inc. **, a company authorized to do business in the State of Florida, who,**

being duly sworn, deposes and says:

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of C.A.P. Government, Inc.
3. C.A.P. Government, Inc. does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

THE FOREGOING instrument was acknowledged before me by means of □ physical presence or □ online notarization on this 28 day of August 2025 2024, by Carlos A. Penin, PE [individual's name], as the President [title] of C.A.P. Government, Inc., a company authorized to do business in the State of Florida, who is ☒ personally known to me or □ who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____, to the same.

Notary Public Signature

Notary Seal:

MONICA DE CASTRO
Notary Public - State of Florida
Commission # HH 295748
My Comm. Expires Aug
Bonded through National Notary

Print Name: Monica De Castro

My Council expires: 08/01/2026

TAB# 12.

ADDITIONAL ATTACHMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/28/2025

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

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

Holder Identifier :

PRODUCER
Aon Risk Services Northeast, Inc.
Aon Risk Services Northeast, Inc.
NY NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): 866-283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Fire Insurance Co.	19682
INSURER B:	Allianz Global Risks US Insurance Co.	35300
INSURER C:	Trumbull Insurance Company	27120
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
C.A.P. Government, Inc.
343 Almeria Avenue
Coral Gables FL 33134 USA

COVERAGES **CERTIFICATE NUMBER:** 570114629870 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			USL00159325 SIR applies per policy terms & conditions	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			10 AB S41202 AOS	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $250,000			USL00163325	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10WNS41200 See State Policy Addendum	01/01/2025	01/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	Architects & Engineers Professional			USF00248025 Claims Made SIR applies per policy terms & conditions	01/01/2025	01/01/2026	Each Claim Aggrgate	$2,000,000 $4,000,000

Certificate No : 570114629870

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

The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability polices. Town of Loxahatchee Groves, its Officers, Officials, Employees, Agents, and Volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves FL 33407 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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AGENCY CUSTOMER ID: 570000048582

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Services Northeast, Inc.		C.A.P. Government, Inc.
POLICY NUMBER		
See Certificate Number: 570114629870		
CARRIER	NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570114629870		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employers Liability

10WNS41200 01/01/25-01/01/26 Trumbull Insurance AR,DC,IN,LA,NE,RI,UT
10WNS41200 01/01/25-01/01/26 Twin City Fire Insurance Company FL,ND,OH,WA,WY
10WNS41200 01/01/25-01/01/26 Hartford Insurance Company of the Midwest AK,ID
10WNS41200 01/01/25-01/01/26 Hartford Casualty Insurance Company MO,WV
10WNS41200 01/01/25-01/01/26 Nutmeg Insurance Company CT,IL
10WNS41200 01/01/25-01/01/26 Hartford Fire Insurance Company NH,OR,PA
10WNS41200 01/01/25-01/01/26 Hartford Accident and Indemnity Company AL,GA,KY,MI,MT,NY,TN,VT
10WNS41200 01/01/25-01/01/26 Property & Casualty Ins Co of Hartford CA,CO,DE,ME, MN,MS,SC
10WNS41200 01/01/25-01/01/26 Hartford Insurance Company of Illinois TX
10WNS41200 01/01/25-01/01/26 Hartford Insurance Company of the Southeast KS,MD
10WNS41200 01/01/25-01/01/26 Hartford Underwriters Insurance Company AZ,HI, NC,NJ,SD,VA
10WNS41200 01/01/25-01/01/26 Sentinel Insurance Company, Limited IA,NM,NV,OK
10WBRS41201 01/01/25-01/01/26 Twin City Fire Insurance Company WI
10WBRS41201 01/01/25-01/01/26 Sentinel Insurance Company, Limited MA

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BUREAU VERITAS
1828
BUREAU
VERITAS

cap
cap government
A Bureau Veritas Company

www.bvna.com

RFQ NAME: Town of Loxahatchee Groves General Planning Services, Engineering Development Services and Building Inspection and Plans Review Services **RFQ NO.:** 01-2025

COMPANY NAME: JMorton Planning & Landscape Architecture **PHONE NO.:** (561) 500-5060

- ☑ 1. Submit One (1) Original, One (1) Flash Drive, Six (6) photocopies of this Qualification Package
- ☑ 2. Bid Form / Bid Qualification Packages Certification
- ☑ 3. Qualification Statement
- ☑ 4. Letter of Transmittal
- ☑ 5. Attachment A Non-Collusion Affidavit
- ☑ 6. Attachment B Public Entity Crime Statement
- ☑ 7. Attachment C Drug Free Workplace Form
- ☑ 8. Attachment D Truth in Negotiations Affidavit
- ☑ 9. Attachment E Conflict of Interest Form
- ☑ 10. Attachment F Scrutinized Companies Certification Form
- ☑ 11. Attachment G Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- ☑ 12. Attachment H Certification Regarding Lobbying
- ☑ 13. Attachment I Affidavit of Compliance with Foreign Entity Laws
- ☑ 14. Attachment J Affidavit of Compliance with Anti-Human Trafficking Laws

ATTACHMENT K **PROPOSER CERTIFICATION AND SIGNATURE PAGE**

The undersigned attests to his (her, their) authority to execute this Qualification Package and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all the work required of the Proposer in the Contract.

2. The facts stated in the Proposer's response pursuant to this Request for Qualifications are true and correct in all respects.

3. The Proposer has read and complied with, and submits their qualifications agreeing to all the requirements, terms and conditions as set forth in the Request for Qualifications.

4. Proposer certifies that he or she has not divulged, discussed, or compared his or her Qualification Package with other proposers and has not colluded with any other proposer or parties to a Qualification Package whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the Town vendor list(s).

5. **Proposer understands that if a team is shortlisted and selected to be interviewed and /or to make oral presentations to the EC and/or the Council, only the team members evaluated in the written submissions may be present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. Any changes to the team at the oral presentations/interviews shall result in that team's disqualification.**

6. The undersigned certifies that if the firm is selected by the Town, the firm will not withdraw their qualifications Qualification Packages for a period of ninety (90) days after qualification closing and will negotiate in good faith to establish an agreement.

7. Proposer understands that all information listed above may be checked by the Town and Proposer authorizes all entities or persons listed in this Request for Qualifications Qualification Package to answer all questions. Proposer hereby indemnifies the Town and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

8. The offeror and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the Town;

9. The proposal constitutes an offer to the Town which shall remain open, irrevocable and unchanged for one hundred and twenty (120) days after proposal opening and will negotiate in good faith to establish a Lease Agreement;

10. That the offeror shall indemnify, defend and hold harmless the Town, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this RFQ.

11. That pursuant to § 287.133, Fla. Stat., the offeror is not a person or affiliate on the convicted vendor list subject to the prohibitions stated therein and may lawfully respond to this RFQ and may lawfully accept an award if selected; and,

12. Representations by Submittal of Qualifications. By submitting Qualifications, the firm warrants, represents, certifies, and declares that:
    A. Person(s) designated as principal(s) of the firm are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

B. The Qualifications are submitted without connection, coordination or cooperation with any other persons, company, firm or party submitting Qualifications, and that the Qualifications are, in all respects, true and correct without collusion or fraud.
C. The firm understands and agrees to all elements of the RFQ unless otherwise indicated or negotiated, and that the RFQ and all federally required contract provisions (see Exhibit I and Addendum I attached hereto and incorporated herein) shall become part of any contract entered into between the Town and the firm.
D. By signing and submitting Qualifications, firm certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof (1) are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and (2) are not in violation of any federal lobbying laws.
E. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit Qualifications to the Town for 36 months following the date of being placed on the convicted firm list. The firm certifies that submittal of its Qualifications does not violate this statute.
F. Pursuant to section 287.135, Florida Statutes, the firm is not participating in a boycott of Israel, 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 the firm does not have business operations in Cuba or Syria.
G. The firm recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the firm may suffer from the disclosure or submittal of its Qualifications to third parties.

Submitted on this 27 day of August, 2025.

Please check one: _____Individual _____Partnership _____Non-incorporated Organization

Teresa V Batt
Teresa V. Batt
Witness

Melina Ramirez
Witness

JMorton Planning & Landscape Architecture
Company

Jennifer L. Morton
Signature

Jennifer L. Morton, President
Printed Name, Title

Printed

(If a corporation, affix seal)

Incorporated under the laws of the State of (if applicable) Florida.

SEAL 2014 FLORIDA

Proposer Profile

1.1 FIRM INFORMATION

1.1.1 JMorton Planning & Landscape Architecture
3910 RCA Blvd., Suite 1015
Palm Beach Gardens, Florida 33410
(561) 500-5060
office@jmortonla.com

1.1.2 Same as 1.1.1 - no branch offices

1.1.3 Corporation

1.1.4 Date Incorporated: August 14, 2014

1.1.5 State of Incorporation: Florida

1.1.6 Date Authorized to do Business: August 14, 2014

1.1.7 Officers
Jennifer L. Morton, President

1.1.8 Authorized Representative:
Lauren McClellan
Director of Planning
(561) 721-4463 (Office)
(561) 350-8306 (Mobile)
lmcclellan@jmortonla.com

1.2 PARTNERSHIP

N/A

1.3 JOB COST ACCOUNT SYSTEM

We utilize BQE CORE, a comprehensive project management and accounting system that includes robust job costing capabilities.

1.4 JOB COST ACCOUNT DETAILS

1.4.1 Does the system separate and accumulate direct and indirect costs (both labor and expenses)?
Yes. BQE CORE allows us to categorize and track both direct and indirect costs separately, including labor hours, consultant fees, and expenses.

1.4.2 Are individual job cost ledgers maintained by job to support direct costs as accumulated in the general ledger?
Yes. Each project in BQE CORE has its own dedicated ledger that tracks direct costs and ties them back to the general ledger, ensuring complete traceability and transparency.

1.4.3 Is subsidiary job cost reconciled on a regular basis with the general ledger?
Yes. Our job cost data is regularly reconciled with the general ledger through BQE CORE's integrated reporting and accounting tools, ensuring accuracy across all levels.

1.4.4 Are time and expense reports utilized in the separation of direct and indirect costs?
Yes. Time entries and expense reports in BQE CORE are coded at the time of entry, allowing us to clearly distinguish and allocate direct and indirect costs accordingly.

1.5 INSURANCE

1.5.1 Certificate submitted under Tab #12

1.5.2 Details included on Certificate under Tab #12

1.5.3 We have -0- insurance claims.

1.6 WHAT IS YOUR TURNAROUND TIME FOR WRITTEN RESPONSES TO TOWN INQUIRIES

JMorton is committed to providing prompt, efficient customer service. For standard correspondence, or general questions, the average response time is 4 hours. Responses to specific inquiries that require additional research or study are determined by the complexity of the question. An acknowledgment of every inquiry will be provided to confirm receipt.

1.7 HOW MUCH ADVANCE NOTICE DO YOU NEED TO APPEAR AT THE TOWN FOR MEETINGS?

Ideally, meetings with the Town would be scheduled one week in advance. If there are circumstances that require shorter notice or when an urgent situation arises, JMorton will make every effort to rearrange schedules to meet the Town's expectations.

1.8 BANKRUPTCY PETITIONS

There have been -0- bankruptcy petitions filed by or against JMorton.

1.9 CLAIMS, ARBITRATIONS, ADMINISTRATIVE HEARINGS AND LAWSUITS

JMorton has been involved in one lawsuit. It was settled for $500.

1.10 CRIMINAL PROCEEDINGS AND HEARINGS

There are -0- cases against JMorton.

1.11 CONVICTED OF PUBLIC ENTITY CRIME

1.11.1 JMorton's principal has not been convicted of Public Entity Crime, debarred or suspended from bidding by any government during the last 5 years.

1.11.2 JMorton does not employ unauthorized alien workers

1.11.3 I have received -0- addenda

August 28, 2025

Town of Loxahatchee Groves
Office of the Town Clerk
155 F Road
Loxahatchee Groves FL 33470

Re: RFQ #01-2025
General Planning Services, Engineering Development Services and
Building Inspection and Plans Review Services

Dear Evaluation Committee:

JMorton Planning & Landscape Architecture appreciates this opportunity to submit our qualifications for RFQ # 01-2025. Selection for this important role would be our privilege.

JMorton was incorporated in 2014, and from the beginning, public sector work has been a major focus. Our municipal portfolio includes Continuing Consulting Services for the Town of Lake Park, Village of Tequesta, City of Delray Beach, City of Riviera Beach, and the Village of North Palm Beach. As our project experience and team resumes provided in this proposal demonstrate, we have the experience, expertise, personnel and dedication required to meet the obligations as outlined in the RFQ.

JMorton has built a reputation with both private and public sector clients for successfully delivering every project and solution on time and on budget. We believe in active listening, open and honest dialogue and sharing ideas. After going through this process and developing a complete understanding of expectations, we can identify the scope of work and the staff necessary to achieve the desired result. This also includes establishing an agreed upon schedule and budget. Throughout the project, both the Principal and Project Manager will be in contact with the Town to monitor the quality of work and adherence to the schedule and budget.

We are able to meet the most challenging timelines and budgets due to an organizational structure designed specifically to meet our clients' needs. We hold weekly staff meetings to ensure that all projects are on schedule and on budget. These meetings include the leadership team at which the projects are reviewed, calendars are updated and the workload is addressed. All deadlines are included on a shared calendar. The weekly meetings are a critical component of our success as they provide an opportunity for team members not directly involved in a project to share ideas, past experience and expertise that can contribute to the overall successful completion of any given project.

We will schedule Town team meetings to keep your staff informed and projects running smoothly.

We know that excellence in customer service, which includes effective communication, is a critical component to a successful working relationship. That's why during normal business hours, every call to JMorton is greeted by a member of our team. Additionally, every client has direct access to the team members on their project through direct office phone line, mobile and email. We also understand normal business hours don't always get the job done. Should the need arise, we are available after hours via phone, email, video conferencing or in person as needed to address every project concern. We are also available for neighborhood meetings, public presentations and public hearing representation as may be requested.

We also understand things can change or unforeseen circumstances occur which require prompt attention by the Town's consultant. JMorton is committed to being available at a moment's notice, via phone or in person. JMorton is approximately 30 minutes to the Town Hall, making same day or urgent meetings or reviews easy to accommodate.

Our firm adapts quickly to changing environments, using whatever innovations and technology are necessary to continue meeting and exceeding client expectations. The JMorton team is driven and determined to render excellent service.

We welcome the opportunity to work with the Town of Loxahatchee Groves to assist in achieving their desired goals for the future. If selected, JMorton will provide the attention to detail, excellence and client pride that have been our trademark since we opened our doors. The fact that JMorton is pursuing this contract demonstrates our eagerness to be of service to the Town over other business opportunities.

We appreciate your consideration, and hope to become your trusted business partner.

Sincerely,

Jennifer L. Morton

Jennifer L. Morton, PLA, LEED AP
President
LA 0001666

Client:	City of Riviera Beach
	600 West Blue Heron Blvd. Riviera Beach, Florida 33404
Contact:	**Clarence Sirmons** (561) 845-4062 csirmons@rivierabeach.org
Dates:	**2022 - Ongoing**

Scope of Work: City of Riviera Beach Continuing Services

- Permit Site Plan Review
- Preparation of Presentation Materials
- Pre-Application Meetings w/Applicants
- Attendance at Meetings with City Staff and Applicants

Client:	Village of North Palm Beach
	701 US Highway 1, Suite 100 North Palm Beach, Florida 33408
Contact:	**Valentino Perez** (561) 841-3366 vperez@village-npb.org
Dates:	**2023 - Ongoing**

Scope of Work: Village of North Palm Beach Continuing Services

- Comprehensive Plan Review
- Code Amendment Drafting
- Preparation of Planning Studies and Interpretations
- Site Plan and Permit Review
- Attend Village Council, Commission Meetings, Community Meetings

Client:	Town of Lake Park
	535 Park Avenue Lake Park, Florida 33403
Contact:	**Nadia DiTommaso** (561) 881-3319 nditommaso@lakeparkflorida.gov
Dates:	**May 2022 - Ongoing**

Scope of Work: Community Plan Review

- Site Plan and Landscape/Hardscape Review
- Issuance of Development Review Comments
- Professional Consultation

Client:	City of Delray Beach
	100 NW First Avenue Delray Beach, Florida 33444
Contact:	**Anthea Gainniotes, AICP** (561) 243-7041 GianniotesA@mydelraybeach.com

Scope of Work: City of Delray Beach Continuing Services

- Site Plan Review
- Landscape and Irrigation Plan Review
- Permit Review

Land Planners 2 Landscape Architects 2 Landscape Designers 1

Project Coordinators 1 Support Staff 3

Project	Total Contract Fee	% Completed	Total Remaining	Uncompleted Amount	Staff Assigned
Continuing Services Contracts					
Village of North Palm Beach	Time & Materials	Continuing Contract			2
City of Riviera Beach	Time & Materials	Continuing Contract			2
Town of Lake Park	Time & Materials	Continuing Contract			2
Palm Beach County					
Canyon District Park Phase 2	$66,522	100%			3
Bert Winters Park	$52,115	78%			2
Villages of Windsor Park	$24,400	68%			3
North County Aquatic Center	$23,999	75%			2
Tax Collector Office	$113,700	44%			4
Palm Beach County School District					
Riviera Beach Preparatory & Achievement Academy	$65,425	82%			2
Roosevelt Full Service Center Modernization	$49,500	85%			2
West Acreage Area ES	$37,500	96%			3
Historic Roosevelt High School Phase II	$28,000	5%			2
Transportation Facility	$64,855	0%			2
West Community ES (New School)	$41,300	0%			2
West Riviera Elementary School	$32,855	98%			2
Municipal Projects					
Village of Palm Springs Public Safety Bldg.	$28,000	90%			2
Greenacres Youth Program Site	$15,000	100%			2
Greenacres EOC	$86,700	5%			4

The JMorton team has experience working with the Town of Loxahatchee Groves.

James Fleischman, Principal Consultant for Land Research Management, Inc. currently serves as the principal planning consultant for the Town. He has served in this capacity since 2010. This includes:

- Review of comprehensive plan and zoning map and text amendments
- Site plan review
- Processing of vegetation removal permits
- Preparation of zoning confirmation letters and lot split/combination approvals
- Assignment of street addresses
- Staff to PZB, ULDC, RETAG and AGRITOURISM advisory committees
- Multiple special planning projects

Simmons and White, our subconsultant for Traffic Engineering was awarded a continuing contract for traffic and engineering services for the time period of July 2013 - July 2016 with 2 three-year renewals. Services included:

- Planning, design, permitting and construction oversight of new and existing traffic control devices and systems
- Concurrency evaluations
- Signal design
- Field studies
- Warrants and investigations
- Corridor planning
- FDOT coordination and technical support related to traffic and transportation issues

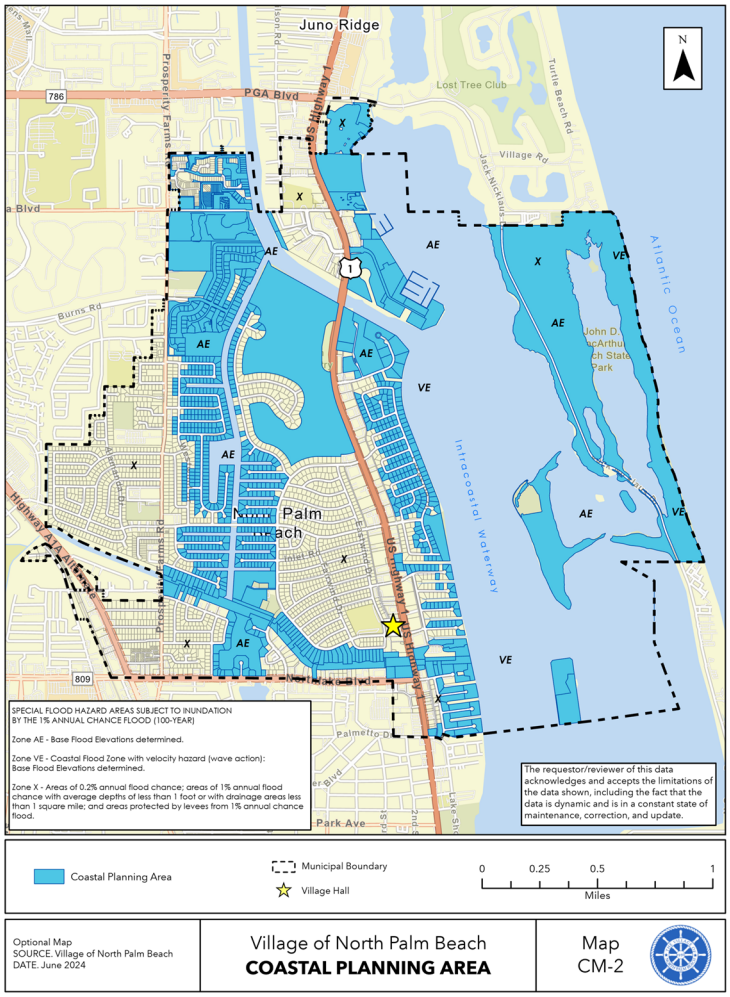
Village of North Palm Beach Continuing Services | North Palm Beach, Florida

Contact: Valentino Perez | Building Director
Phone: (561) 841-3366 | **Email:** VPerez@village-npb.com
Consultant: JMorton Planning & Landscape Architecture
Performance Period: October 2023 - Ongoing
Contract Amount: Time and Materials
Services: Site Plan Review and Permit Review | Planning and Landscape Architecture Continuing Services Consultation

JMorton was awarded the contract for General Planning Services in October 2023 and look forward to servicing the Village to the maximum capacity. To date we have provided permit review and are on call for services related to code amendment drafting, preparation of planning studies and interpretations, as well as assistance with the Village's Evaluation and Appraisal Report, attendance at Village Council, Commission Meetings, community meetings, etc. as requested.

JMorton has assisted staff in the creation of Data and Analysis reports to support updates to the policies specified in the Recreation, Conservation and Coastal Management Elements. The team has met with advisory boards, staff, government agencies, and the general public to assess changes needed to the three Comprehensive Plan elements. Then drafts were compiled with additional information from Florida Statutes. The final documents are currently under review and include a new map series.

In addition to general planning services, the JMorton team will provide Landscape Plan review and inspections and any graphic renderings the Village may need.



Town of Lake Park Community Plan Review | Lake Park, Florida

Contact: Nadia DiTommaso | Community Development Director
Phone: (561) 881-3319 | **Email:** nditommaso@lakeparkflorida.gov
Consultant: JMorton Planning & Landscape Architecture
Performance Period: 2019 - Ongoing
Contract Amount: Time & Materials
Services: Site Plan and Landscape/Hardscape Review | Issuance of Development Review Comments | Professional Consultation

JMorton Planning and Landscape Architecture is the contracted reviewer of site plan, landscape plan and permit submittals to the Town of Lake Park. JMorton works cooperatively with the Town Community Development Director and Town Planner in the review of new development, redevelopment and code compliance issues.

The Town of Lake Park amended their land development code to encourage and allow more intense development along the Federal Highway Corridor. One of the projects JMorton reviewed was a new 23-story mixed use building with 332 residential units on 2.78 acres. The review of this project was challenging as it was the first development submitted under the new code regulations. JMorton and Town Staff worked collaboratively to ensure this first project reviewed under the new code met the intent of the Town Staff and Elected Officials. The project received unanimous approval by the Town Council.

Other projects reviewed by JMorton include infill redevelopment projects within the Town's commercial corridor. These reviews often include working collectively with the applicant and Town Staff to examine potential site redesign options, alternative plant materials and additional requests such as variances to resolve code compliance issues.

JMorton has expeditiously processed many applications by providing an initial thorough review. During the initial review we communicate with the Town Staff and the applicant regarding the comment letter. The result is limited submittals which save money for the applicant and the Town. Overall, JMorton respects the Town and applicant's time and money without compromising good design.

City of Riviera Beach Continuing Services | Riviera Beach, Florida

Contact: Clarence Sirmons, AICP | Director of Development Services
Phone: (561) 845-4062 | **Email:** csirmons@rivierabeach.org
Consultant: JMorton Planning & Landscape Architecture
Performance Period: 2022 - Ongoing
Contract Amount: Time and Materials
Services: Permit, Site Plan and Project Review | Preparation of Review Documents and Reports | Preparation of Presentation Materials

JMorton has provided Planning Services to the City of Riviera Beach since 2022. JMorton works directly with the Development Services Director to review both Site and Landscape Plans for Site Plan, Land Use, Rezoning, and Plat applications. JMorton's staff of both Landscape Architects and Planners provides comprehensive plan review for consistency with the City's land development code, including projects in the downtown district and high profile projects. Detailed plan review comments, including code sections for every reference, are entered directly into the City's Energov system for all Planning and Zoning applications. JMorton also provides building permit review services for the City.

In addition to plan review, we are happy to meet with applicants to discuss comments and come to solutions that lead to approval as well as attend pre-application meetings to discuss the City's land development code requirements and guide potential applicants through the review process.

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

Address: 2700 6th Avenue South | Lake Worth, FL 33461
Primary Contact: Mark Beatty, AIA, Architecture Green, LLC
Phone: 561.249.6371 | **Email:** msb@architecturegreenllc.com
Projects: Canyon District Park | Bert Winters Park | Villages of Windsor Dog Park

Canyon District Park | Boynton Beach, Florida

Consultant: Architecture Green, LLC
Sub-consultant: JMorton Planning & Landscape Architecture
Performance Period: 2017 - Ongoing
Contract Amount: $66,522
Services: Neighborhood Outreach | Conceptual Landscape Design | Landscape Contract Documents and Specification

JMorton continues to provide both land use planning and landscape design/hardscape design for Palm Beach County's Canyon District Park. The initial scope of work for this regional park included neighborhood outreach and site plan approval, followed by conceptual landscape design through to final landscape contract documents and specifications.

The project entry signage was upgraded to incorporate Florida field stone while native plant material will also be used as a backdrop. Native plant material is used throughout the site including littoral planting along the lake bank.

The entry and streetscape were designed to create vistas and view-sheds into the lake and littoral areas. Raised planters were incorporated into the concession area to soften the hardscape and provide for informal seating. The planters were sized to allow for the mature canopy tree growth to provide a shaded seating area.

Park program design elements include a multi-use bike and exercise fitness trail, active and passive recreation areas, and picnic pavilions. The retention ponds are designed as park amenities with a gently sloping bank and the littoral areas use varied elevations to provide for a greater range of wetland plant types.

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT continued

Villages of Windsor Dog Park | Boynton Beach, Florida

Consultant: Architecture Green, LLC
Sub-consultant: JMorton Planning & Landscape Architecture
Performance Period: 2017 - Ongoing
Contract Amount: $24,400
Services: Neighborhood Outreach | Conceptual Landscape Design | Landscape Contract Documents and Specification

The Villages of Windsor Dog Park is a long-awaited companion to Canyon District Park. Located on an underutilized piece of land, surrounded by residential communities, this Palm Beach County public park combines waterfront, walkability, and a well-appointed dog park into its design. Surrounding communities desired a local dog park and JMorton was able to maximize the use of the space and provide active and passive uses in addition to the dog park. The park also includes a walking trail, pickleball courts, benches, and ample parking for local residents.

JMorton leads the team starting with the entitlement process for Palm Beach County and will put the finishing touches on the site with landscape treatment. The proposed landscape includes multiple species of canopy trees, ensuring that in the future, the walkways and dog park are provided with ample shade and both humans and canines will enjoy the park. Along with native canopy trees, groups of palm trees and clusters of flowering trees will create scenic vistas across the lakes. Xeriscape shrub masses outside the fenced-in dog areas create habitat for pollinators and birds, while remaining drought tolerant and low maintenance.

Bert Winters Park | Juno Beach, Florida

Consultant: Architecture Green, LLC
Sub-consultant: JMorton Planning & Landscape Architecture
Performance Period: July 2022 - Ongoing
Contract Amount: $52,115
Services: Landscape Architecture Design | Construction Documents

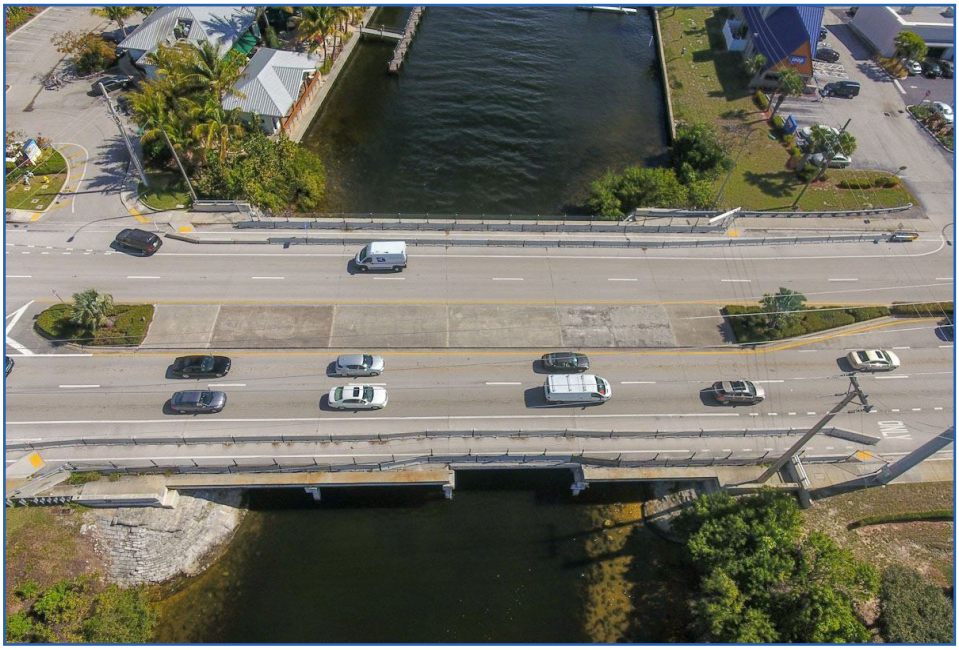
Bert Winters Park is a 16.5 acre park with waterfront access situated between Jupiter and Palm Beach Inlets. The Park's construction has a three phased approach, with Phase I being previously constructed and consisting of active uses including a soccer field, baseball field, and a well utilized boat ramp. Phase II will complement the park's active uses with the addition of a play ground and picnic area. The existing boat ramp and tennis courts will be renovated, and the Rowing Club is to be relocated to a better suited site within the County. With the addition of the day use areas, the park invites families to enjoy the waterfront park more passively.

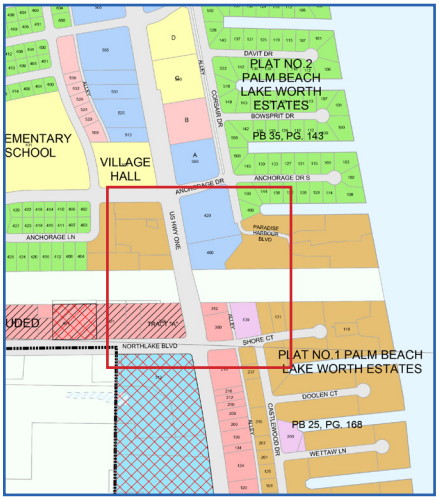
The phased approach to Bert Winters requires coordination, management, and mitigation of possible concerns as the Park is to remain open during construction and is adjacent to single family residential. Working with the Parks & Recreation Department, Zoning Division, and the homeowner, JMorton has been able to negotiate utilizing the existing berm and native Seagrape grove to meet the intent of the landscape buffer. By utilizing existing native vegetation, the high level of screening between the two uses will be maintained.

Earman Bridge - Village of North Palm Beach | FDOT District Four | North Palm Beach, Florida

Contact: Chris Mafera | Real Estate Analysts, LLC
Phone: (954) 884-5002 Ext. 1 | **Email:** cmafera@reanalysts.com
Consultant: Real Estate Analysts, LLC
Sub-consultant: JMorton Planning & Landscape Architecture
Performance Period: December 2020 - July 2023
Contract Amount: $35,000
Services: Due Diligence | Code Review | Review of Cure Site Plans | Preparation of Planning Analysis Related to Property Development Potential Pre/Post FDOT Right-Of-Way Taking

JMorton provided planning services to an FDOT Consultant team comprised of an appraiser, surveyor and civil engineer to determine development potential and property value of land subject to right-of-way acquisition. The Earman Bridge FDOT project is located within the Village of North Palm Beach on the east and west sides of US Highway 1, just north of Northlake Boulevard. As part of the FDOT project to raise and widen this bridge, additional right-of-way was needed to accommodate the proposed improvements. Five properties were impacted and a thorough analysis was required in order to determine the fair market value of the land being taken by FDOT. JMorton worked with Village Staff to review current development approvals and future development proposals for those properties impacted by the taking. The analysis presented to the appraisal team and FDOT included analysis of existing site conditions, current land use and zoning regulations, current site plan approvals, and impacts of the proposed acquisition on the affected properties.





Other FDOT projects:
- Indian River County
- Sunrise Property
- Sawgrass
- Pembroke Road
- Miami Gardens

Village of Palm Springs Public Safety Building | Palm Springs, Florida

Contact: Henrique Certad
Phone: (561) 655-2423 xt. 121 | **Email:** hcertad@songandassociates.com
Consultant: Song & Associates, Inc.
Sub-consultant: JMorton Planning & Landscape Architecture
Performance Period: 2022 - Ongoing
Contract Amount: $28,000
Services: Conceptual landscape design | Final contract documents and specifications

The Palm Springs Public Safety building is located within the municipal campus of Palm Springs. The expansion of the existing building also includes modifications to the parking lot, securing a portion of the site, relocating existing trees and water feature, as well as providing an outdoor patio space for the employees.

The proposed landscape design incorporates plant material from the existing campus as part of the overall master plan. Additional shade trees are proposed in the parking lot to provide shade and reduce the heat island effect.

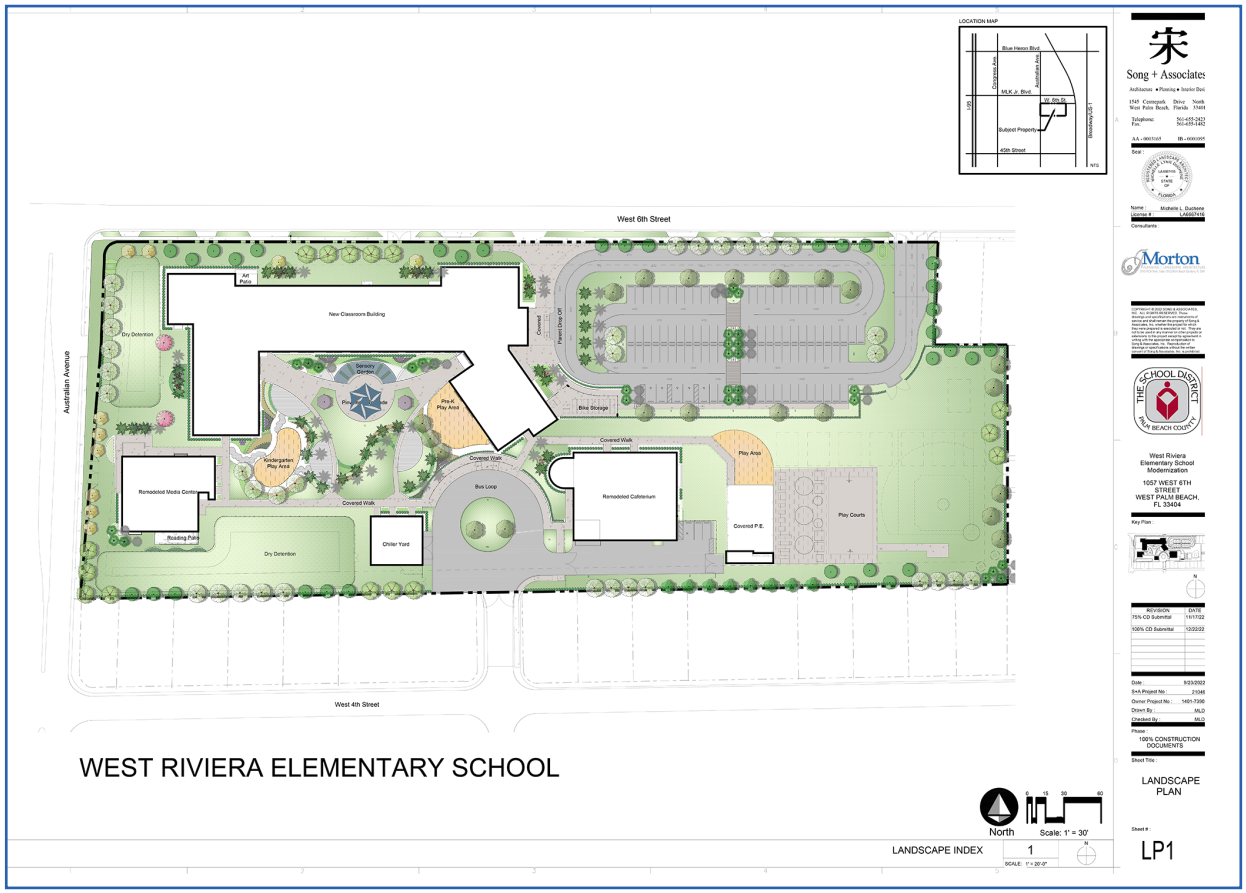
West Riviera Elementary Modernization | School District of Palm Beach County

Contact: Jorge Fuentes | Principal
Phone: (561) 655-2423 | **Email:** jfuentes@songandassociates.com
Consultant: Song & Associates
Sub-consultant: JMorton Planning & Landscape Architecture
Performance Period: 2021 - 2024
Contract Amount: $32,855
Services: Schematic Landscape Plans | Design Document Preparation | Existing Site and Tree Analysis | Hardscape Design | Permitting | Construction Administration

The modernization of West Riviera Beach Elementary School includes the construction of a new classroom building, chiller yard, relocated parking lot, and the renovation of the media center and cafeterium buildings. Blending the proposed modernized classrooms into the existing site and neighborhood character was accomplished by landscape buffers that include canopy and accent trees, palm groupings with hedges placed along the fence to provide both privacy where desired and clear site lines into the property with safety and security in mind.

The u-shaped classroom building sets the foundation for the interior courtyard. Bordered by play areas, the interior green space is accented by a pinwheel sunshade and sensory garden to the north. Colors, textures, and scents are highlighted in the garden, both in the raised planters, as well as the bordering planting beds. Changes in pavement surface textures and colors distinguish the sensory garden from the remainder of the green space in the courtyard. Undulating beds of plant material roll through the planters, hugging the play areas and paver plazas creating a strong design theme. Palms are utilized in the central portion of the courtyard to further highlight the swirl pattern, while canopy trees are positioned along the play areas to provide shade. Utilizing the School District's approved plant palette, texture and color plays an important role in ensuring the tiered rows are distinct and purposeful.

Budget is always a concern for the School District and by creating a central courtyard, it allows for a large portion of the budget to be spent where it will be the most impactful, creating a space unique to the School.



Team Member: Jennifer L. Morton, PLA, LEED AP
Title: Principal-In-Charge / Professional Landscape Architect
Registration: State of Florida No. LA0001666
LEED Certification No. 0010329408
Education: Bachelor of Landscape Architecture
University of Florida
Residence: Unincorporated Palm Beach County

Team Member: Lauren McClellan
Title: Director of Planning
Education: Bachelor of Arts, Public & Urban Affairs
Virginia Tech
Master of Urban and Regional Planning
Virginia Commonwealth University
Residence: Royal Palm Beach, Florida

Team Member: Alex Ahrenholz, AICP
Title: Project Manager
Certification: American Institute of Certified Planners No. 32590
Education: Bachelor of Science Sustainability and the Built Environment
University of Florida
Master of Urban and Regional Planning
University of Florida
Residence: West Palm Beach, Florida

Team Member: Maryori Velasco
Title: Project Manager
Education: Civil Engineering Bachelor's Degree
Florida International University
Residence: West Palm Beach, Florida

Team Member: Michelle Duchene, PLA, ASLA
Title: Director of Landscape Architecture and Design
Registration: State of Florida No. LA6667416
Education: Bachelor of Landscape Architecture
University of Illinois
Residence: Lake Worth, Florida

Team Member: Jaime Mayor, ASLA
Title: Senior Project Manager
Education: Bachelor of Landscape Architecture
Florida International University
Residence: West Lake, Florida

SUB-CONSULTANTS

JMorton has assembled a team with the knowledge and expertise required to successfully fulfill the Town of Loxahatchee Groves requirements and expectations for RFQ #01-2025. In addition to the dedicated JMorton team, we have added some of the top firms in the area to complete our team.

SIMMONS & WHITE CIVIL & TRAFFIC ENGINEERING

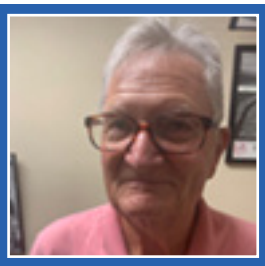
Simmons & White, Inc. has been providing exceptional traffic engineering and transportational planning services since 1982. Headquartered in Palm Beach County, they deliver cost effective, sustainable engineering solutions to a wide range of clients in both the public and private sectors throughout the southeastern United States. Driven by a commitment to excellence in engineering combined with complete client focus, Simmons & White have built irreplaceable relationships with state and local government agencies, developers land planners, architects, building contractors, institutions, and corporations, working together to improve communities through innovative designs that will stand the test of time.

Bryan G. Kelley, P.E.
Vice President
Registration: Florida # PE74006

Patricia M. Barr, P.E.
Senior Traffic Engineer
Registration: Florida # PE56925

Anna Lai, P.E., PTOE
Senior Traffic Engineer
Registration: Florida # PE78138

Land Research Management, Inc. provides planning services for a number of municipalities in Palm Beach County. The services provided include reviewing privately initiated development applications, Comprehensive Plan amendments, and preparation of land development code additions and revisions. They prepare market feasibility and economic/fiscal impact studies for real estate developers and housing studies.



James P. Fleischmann
Principal Consultant,
Land Research Management, Inc.

ZABIK AND ASSOCIATES, INC.

Founded in 1997, Zabik & Associates provides project management services to business, education and government entities. The firm's services include: Construction Project Management / Owner's Representation, Distressed Property Resolution, Scheduling and Cost Estimating, as well as Economic Impact, Demographic and Marketing Studies. They have completed over 75 demographic and marketing studies in support of zoning applications and business development. They use the latest on-line demographic data with services provided by ESRI. In addition, they use extensive local knowledge and research to provide project-specific, targeted expert analysis.

Lawrence Zabik
Partner, Zabik & Associates, Inc.

Head to Head is an irrigation design company based in Palm Beach County, Florida. Established three years ago, the company brings forth a wealth of experience and expertise in creating efficient and sustainable irrigation plans for various landscapes. With a strong foundation of 15 years in the industry, they possess a deep understanding of irrigation design, ensuring top-quality solutions for clients across the region.

Coy Patrick
Owner, Head to Head Irrigation

JENNIFER L. MORTON PLA, LEED AP

Principal-In-Charge

Affiliations: American Planning Association | Lifetime Gold Coast Builders Association (GCBA) Board of Directors | GCBA PAC | Housing Leadership Council PBC Board of Directors | Habitat for Humanity PBC Board of Directors (past) | Hannah's Home of Tequesta Board of Directors | Leadership Palm Beach County Class of 2011 | Young Life PBC Board of Directors (past)

Experience: 33 years | 11 years with JMorton

Jennifer Morton has 33 years of experience in landscape architecture, land planning, entitlements and project management. Ms. Morton's experience with land planning issues has provided her a wide range of projects including large-scale mixed-use developments, planned unit developments, neighborhood commercial centers, hotels, schools, parks, government facilities, churches, synagogues and overall institutional campuses. Over the years, Ms. Morton has been the sub-consultant for planning and landscape architecture services on many government projects including Palm Beach County's Vista Center Governmental Complex and Palm Beach County Convention Center.

Her portfolio also includes park projects for Palm Beach County and local municipalities, Landscape Architecture services for the School Districts of Palm Beach and Martin Counties, and a variety of contracts for municipal continuing services in planning and landscape architecture.

Since founding JMorton Planning & Landscape Architecture in 2014, Ms. Morton has focused her efforts on creating a firm where innovative ideas and design and outstanding customer service are top priorities that every Client enjoys. Her team has the same dedication that she brings to every project, and is why JMorton has a reputation for excellence.

RELEVANT PROJECT EXPERIENCE

Principal-In-Charge
Continuing Services Consulting | North Palm Beach, Florida
Contact: Valentino Perez | Building Director
(561) 841-3366 | VPerez@village-npb.com
- Site Plan Review and Permit Review.
- Planning and Landscape Architecture Continuing Services Consultation.
- Facilitated meetings with staff, general public, and advisory boards to discuss revisions to the North Palm Beach Comprehensive Plan.
- Prepared an EAR report detailing amendments to the Conservation, Coastal Management, and Recreation Elements.

Period: 2023 - Ongoing
Cost: Time & Materials
Role: Consultant

Principal-In-Charge
Tequesta Park | Tequesta, Florida
Contact: Jeremy Hubsch | Community Development Director
(561) 768-0456 | jhubsch@tequesta.org
Services: Landscape/Hardscape Review | Preparation and Issuance of Development Review Comments | Charrette | Community Outreach | Professional Consultation
- Assisted Community Development Director with neighborhood outreach efforts to receive input from community adults and children as part of the design process.
- Led individual tables to identify needs including "out of the box" thinking.
- Facilitated discussion to include emphasis on existing vegetation.

Period: 2018 - Ongoing
Cost: Time & Materials
Role: Consultant

Principal-In-Charge
Canyon District Park | Boynton Beach, Florida
Contact: Mark Beatty AIA | Principal, Architecture Green LLC
(561) 249-6371 | msb@architecturegreenllc.com
Services: Neighborhood Outreach | Conceptual Landscape Design | Landscape Contract Documents and Specification
- Community outreach and due diligence research related to entitlements prior to preparing the landscape, hardscape and littoral planting plans for a 53-acre regional park site.
- Worked closely with the Palm Beach County Parks and Recreation Department during the outreach meetings with the Coalition of Boynton West Residential Associations (COBWRA) and neighborhoods directly adjacent to the regional park to determine appropriate amenities to minimize impacts such as noise and light, and to communicate schedule.

Period: 2017 - Ongoing
Cost: $66,500 to date
Role: Subconsultant

Areas of Expertise:
- **Community Outreach**
- **Planning & Landscape Architecture Consultation**

Availability for Town Projects: As Needed

LAUREN McCLELLAN

Director of Planning

Affiliations: Member, American Planning Association | Member, Strong Towns |Government Affairs Committee, Palm Beach North Chamber of Commerce | Chair, Royal Palm Beach Planning & Zoning Commission | Board of Directors, Habitat for Humanity Palm Beach County | Leadership of Palm Beach County, Class of 2017 | Prosperity Program, Palm Beach North Chamber of Commerce, Class of 2018

Experience: 22 years | 10 years with JMorton

Lauren McClellan has extensive professional planning experience in Palm Beach County including: reviewing and evaluating future land use map amendments, comprehensive plan text amendments, zoning map amendments, zoning text amendments, site plans, and variances; preparing policy and development regulations; and preparing written recommendations to advisory boards and elected officials. Ms. McClellan's career began in the Palm Beach County Planning Division where she processed and coordinated the review of small and large scale Comprehensive Plan land use and text amendments for consistency with growth management directives, County policies, and State requirements. She conducted pre-application meetings with land owners and land development professionals to determine development opportunities based on existing/proposed land use designations.

Ms. McClellan brings a total of 20 years of public and private sector professional planning practice in South Florida with specific expertise in land use and zoning processes, zoning code and land use amendments, entitlements, site plan review and project management. As the Director of Planning, Ms. McClellan works with her clients to ensure their projects receive the necessary attention to secure approvals on time and within budget. She performs due diligence and land planning research for both public and private sector clients and represents their interests.

RELEVANT PROJECT EXPERIENCE

Planner
Village of Palm Springs | Palm Springs, Florida
Contact: Kim Glas-Castro | Asst. Village Manager for Village of Palm Springs
(561) 584-8200 | kglas-castro@vpsfl.org
Services: Zoning Code Amendment | Planning Services

- Prepared multiple land development regulation amendments to:
  - Enhance the landscape requirements for new development and redevelopment projects.
  - Create new use regulations for uses previously not permitted within the Village municipal limits.
  - Create new sign regulations to enhance the visual environment of the commercial corridors

Period: September 2010 - July 2013
Role: Planner

Senior Project Manager
FDOT Earman Bridge | North Palm Beach, Florida
Contact: Chris Mafera | Real Estate Analysts, LLC
(954) 884-5002 ext. 1 | cmafera@reanalysts.com
Services: Due Diligence | Code Review | Preparation of Planning Analysis

- Researched and reviewed municipal land use and zoning maps, zoning codes, and prior site plan approvals to determine existing site conformities, development potential, and impacts of proposed right-of-way takings.
- Analyzed proposed layouts prepared by engineer to cure non-conformities created by right-of-way takings.
- Prepared detailed reports summarizing findings and providing details to be used by property appraisers.

Period: December 2020 - July 2023
Cost: $35,000
Role: Sub-consultant

Areas of Expertise:
- **Planning Consultation**
- **Land Use and Zoning**
- **Zoning Code & Land Use Amendments**
- **Entitlements**
- **Site Plan Review**
- **Due Diligence**

Availability for Town Projects: As Needed

ALEX AHRENHOLZ, AICP

Project Manager

Affiliations: Member, American Planning Association | Board Member, Palm Beach County Planning Congress

Experience: 9 years | 3 years with JMorton

Alex Ahrenholz grew up in Jupiter, FL and returned to Palm Beach County to begin his planning career with a local planning firm. Alex gained his private sector experience with land use and zoning entitlement projects and advanced to Project Manager.

After 3 years, Alex decided to expand his knowledge and experience by accepting a position as Principal Planner with the Village of North Palm Beach. He gained experience in writing code amendments, coordination with various design disciplines and presenting at public hearings.

Alex joined JMorton Planning and Landscape Architecture after 3 years with the Village and immediately became immersed in several large-scale development projects in Palm Beach County including Comprehensive Plan text amendments and Planned Unit Developments. He has also been invaluable in providing planning review services for the City of Riviera Beach.

RELEVANT PROJECT EXPERIENCE

Project Manager
Continuing Services Consulting | North Palm Beach, Florida
Contact: Valentino Perez | Building Director
(561) 841-3366 | VPerez@village-npb.com
Services: Site Plan & Permit Review | Planning & Landscape Architecture Consulting

- Incorporated feedback from Village residents and staff to formulate recommendations for updates to the Conservation, Coastal Management, and Recreation Elements.
- Generated Data and Analysis reports to bolster the proposed changes, subsequently presenting the findings to Village advisory boards.
- Amendment to the signage regulations in the Commercial Mixed-use zoning district.

Period: 2023 - Ongoing
Cost: Time & Materials
Role: Consultant

Project Manager
Riviera Beach Plan Review Consulting Services | Riviera Beach, Florida
Contact: Clarence Sirmons, AICP | Director of Development Services
(561) 845-4062 | csirmons@rivierabeach.org
Services: Permit, Site Plan and Project Review | Preparation of Review Documents and Reports | Preparation of Presentation Materials

- Planning review of development applications for code compliance.
- Review of proposed City facilities and services.
- Coordination with City staff to provide timely feedback to applicants.

Period: 2022 - Ongoing
Contract: Time & Materials
Role: Consultant

Areas of Expertise:
- Planning Consultation
- Site Plan and Permit Review
- Code Compliance
- Data and Analysis Reporting

Availability for Town Projects: As Needed

MARYORI VELASCO

Project Manager

Experience: 15 years | 4 years with JMorton

Maryori Velasco graduated from Florida International University in 2010. She gained her civil engineering experience working with different engineering firms in South Florida preparing plan packages for roadway projects as well as traffic control designs for difference design build projects. Ms. Velasco also assisted in the preparation of construction drawings for many different public infrastructure and land development projects, which included designing site improvements for the addition of a new Palm Beach County School District building. Maryori has experience with engineering design and drafting services, including field inspections and site construction oversight.

Ms. Velasco joined the JMorton team in 2021 and brought her education background and experience in civil engineering to add a different perspective to the land use entitlement process. Her attention to detail, CAD knowledge, and Quality Assurance/Quality Control expertise have been a great addition in the process of developing and reviewing plans.

RELEVANT PROJECT EXPERIENCE

Project Manager
Riviera Beach Plan Review Consulting Services | Riviera Beach, Florida
Contact: Clarence Sirmons, AICP | Director of Development Services
(561) 845-4062 | csirmons@rivierabeach.org
Services: Permit, Site Plan and Project Review | Preparation of Review Documents and Reports | Preparation of Presentation Materials

- Planning review of building permit applications for code compliance. Review includes compliance with comprehensive plan policies, zoning district regulations, and landscape regulations.
- Review of proposed City facilities and services for compliance with zoning district regulations and landscape regulations.
- Coordination with City staff to provide timely feedback to applicants.

Period: 2022 - Ongoing
Contract: Time & Materials
Role: Consultant

Project Manager
FDOT | Indian River County, Florida
Contact: Chris Mafera | Real Estate Analysts, LLC
(954) 884-5002 ext. 1 | cmafera@reanalysts.com
Services: Due Diligence | Code Review | Preparation of Planning Analysis

- Researched and reviewed municipal land use and zoning maps, zoning codes, and prior site plan approvals to determine existing site conformities, development potential, and impacts of proposed right-of-way-takings.
- Review engineering analysis reports for different parcels and draw analysis to determine if any existing conditions and proposed conditions are in conflict.
- Review engineering analysis reports for different parcels and draw analysis to determine if any existing conditions and proposed conditions are in conflict.
- Collected pictures, maps, and information to prepare detailed land planning reports for different parcels along County Road 50 to determine the impacts of land acquisition to determine if it will impact the ability to develop the property.

Period: 2023
Cost: Time & Materials
Role: Sub-Consultant

Areas of Expertise
- Code Compliance
- Planning Services
- Reporting
- Quality Assurance
- Quality Control
- AutoCAD

Availability for Town Projects: As Needed

MICHELLE DUCHENE PLA, ASLA

Director of Landscape Architecture and Design

Affiliations: American Society of Landscape Architects | Leadership of Palm Beach County, Class of 2025 | Giant Schnauzer Club of America | HT-Z Giant Schnauzer Rescue

Experience: 20 years | 4 years with JMorton

When **Michelle Duchene** graduated from the University of Illinois in 2005, she relocated to South Florida and focused her career on Palm Beach County and the surrounding regions. Her portfolio includes a wide range of projects from high-end residential and elite equestrian estates and event grounds, to large and small-scale industrial and commercial, multi-family residential, and institutional projects including museums, public parks and schools, and County fire stations.

With 19 years of experience preparing code-compliant plans across many municipalities in Palm Beach County, Ms. Duchene brings specialized knowledge of municipal code interpretations and applications. Working closely with her colleagues of Planners and Site Designers, Ms. Duchene has the expertise to provide conceptual site design, through construction and close out. Throughout her career, she has been contracted to provide consulting work for municipalities, including the Town of Haverhill where she provided Landscape Plan review, inspections, and contributed to code updates and re-writes for several years. Ms. Duchene also sits on Palm Beach County's LDRAB Subcommittee as an interested party, bringing experience from the private sector to ensure code modifications are well rounded and reasonable. Currently, she performs site and landscape plan review for the City of Riviera Beach, represents the City during meetings with applicants, and utilizes the City's online system to provide comments and other conditions pertaining to applications.

RELEVANT PROJECT EXPERIENCE

Landscape Architect
Villages of Windsor Dog Park | Lake Worth, Florida
Contact: Mark Beatty AIA | Principal, Architecture Green LLC
(561) 249-6371 | msb@architecturegreenllc.com
Services: Neighborhood Outreach | Conceptual Landscape Design | Landscape Contract Documents and Specification
- Site design for Phase I of 31-acre public park.
- Site consists of lakes, dog parks, fitness trails, picnic areas.
- Preparation of presentation graphics.
- Future contracted Landscape Design for all planted areas and littoral areas.

Period: 2017-Ongoing
Contract: $24,000
Role: Sub-Consultant

Project Manager
West Riviera Beach Elementary School | Riviera Beach, Florida
Contact: Jorge Fuentes | Principal, Song + Associates
(561) 655-2423 | jfuentes@songandassociates.com
Services: Schematic Landscape Plans | Design Document Prep | Existing Site & Tree Analysis | Hardscape Design | Permitting | Construction Documents
- Landscape and irrigation oversight.
- Classroom buildings hug a courtyard landscape feature, which is flanked by landscaped children's play areas .
- Sensory garden that incorporates landscape, hardscape, and raised planters.
- Florida-Friendly landscape principles provide for low maintenance landscape with environmentally sustainable practices.

Period: 2021-2024
Contract: $32,855
Role: Sub-Consultant

Project Manager
Village of Palm Springs Public Safety Building | Palm Springs, Florida
Contact: Henrique Certad | Project Manager, Song + Associates
(561) 655-2423 xt. 121 | hcertad@songandassociates.com
Services: Conceptual Landscape Design | Final Contract Documents/Specifications
- Scope includes Conceptual Landscape Design and Final Contract Documents and Specifications.
- Expansion includes modifications to parking lot, securing a portion of the site, relocating existing trees and water feature, and outdoor patio space for the employees.
- Proposed landscape design integrates plant material from existing campus to the addition.
- Shade trees are proposed in the parking lot to provide shade and reduce the heat island effect.

Period: 2022 - Ongoing
Contract: $28,000
Role: Sub-Consultant

Areas of Expertise:
- **Landscape | Hardscape Design**
- **Landscape Plan Review**
- **Final Contract Documents & Specifications**
- **Site Design**
- **Presentation Graphics**
- **Representation at Public Meetings**

Availability for Town Projects: As Needed

JAIME MAYOR, ASLA

Senior Project Manager

Affiliations: American Society of Landscape Architects

Experience: 18 years | 1 year with JMorton

Jaime Mayor studied Architecture at University of San Buenaventura in South America and then completed his bachelor's degree in landscape architecture at Florida International University in 2009 and has practiced both disciplines in South Florida. His portfolio includes a wide range of projects from high-end single and multi-family residential and commercial projects to large and small-scale institutional projects including public parks and streetscapes.

With 18 years experience with Architecture and Landscape Architecture preparing code-compliant plans across many municipalities in Dade, Broward and Palm Beach counties, Jaime brings specialized knowledge of municipal code interpretations and applications. Working closely with his colleagues and Site Designer, Mr. Mayor has the expertise to provide conceptual site design, through construction and close out.

RELEVANT PROJECT EXPERIENCE

Senior Project Manager
Villages of Windsor Dog Park | Lake Worth, Florida
Contact: Mark Beatty AIA | Principal, Architecture Green LLC
(561) 249-6371 | msb@architecturegreenllc.com
Services: Neighborhood Outreach | Conceptual Landscape Design | Landscape Contract Documents and Specification
Palm Beach County Parks & Recreation, Lake Worth, Florida
- Site design for Phase I of 31-acre public park.
- Site consists of lakes, dog parks, fitness trails, picnic areas.
- Preparation of presentation graphics.
- Future contracted Landscape Design for all planted areas and littoral areas.

Period: 2017-Ongoing
Contract: $24,000
Role: Sub-Consultant

Senior Project Manager
North County Aquatic Center | Jupiter, Florida
Contact: Mark Beatty AIA | Principal, Architecture Green LLC
(561) 249-6371 | msb@architecturegreenllc.com
Services:
- Conduct on-site survey of existing vegetation.
- Submit public records request for previously approved landscape plans.
- Coordinate with staff on required plan format for removal and replacement.
- Prepare updated landscape plan to address non-compliant or missing planting areas.
- Attend bid meetings and provide on-site construction observation.

Period: 2025 - Ongoing
Contract: $23,999
Role: Sub-Consultant

Areas of Expertise:
- Landscape | Hardscape Design
- Landscape Plan Review
- Presentation Graphics

Availability for Town Projects: As Needed

BRYAN G. KELLEY, P.E.

Vice President

Registration: State of Florida No. PE74006

Education: BS, Civil Engineering
University of Florida

Experience: 17 years | 11 years with Simmons & White

Bryan Kelley has 17 years of civil and traffic engineering experience, with 11 years in West Palm Beach with Simmons & White, Inc. As a Vice President, his extensive experience includes all aspects of traffic engineering and transportation planning for both public and private clients throughout South Florida. Mr. Kelley specializes in traffic studies and impact during the entitlement phase of a project and is often required to present expert testimony during public hearings.

His areas of expertise include: Traffic concurrency studies, land use plan amendment studies, proportionate fair share analysis, impact fee analysis, intersection studies, internal circulation studies, parking analyses, traffic improvements, traffic calming, multi-modal level of service analyses, FDOT travel demand forecasting, safety studies, and roadway design. Mr Kelley has managed many projects from inception through completion, working with all involved parts - clients, elected officials, regulatory agencies, attorneys, funding agencies, subconsultants, construction contractors and the public.

RELEVANT EXPERIENCE

Village of Wellington Consulting Engineer | City of Palm Beach Gardens Consulting Engineer | Palm Beach County Consulting Engineer | Town of Juno Beach Consulting Engineer | City of Deerfield Beach Consulting Engineer | Somerset Academy, Parkland | Nautilus 220, Riviera Beach | Summit Charter School | Love Street Development, Jupiter | Spring Training Facility, West Palm Beach | Indian Trails Grove PUD, Palm Beach County | Atlantic Commons PUD, Palm Beach County | Valencia Cover, Palm Beach County | Midway Road PD&E Study, Ft. Pierce | FDOT Roadway Safety Audits, South FL

PATRICIA BARR, P.E.

Senior Traffic Engineer

Registration: State of Florida No. PE56925
FDOT Level 11 Traffic Safety | IMSA - Work Zone Safety | MOT/TTC - Certification

Education: BS, Civil Engineering
Duke University

Affiliations: American Society of Highway Engineers | American Society of Civil Engineers | FICE - Transportation Committee, 2010-11 | Florida Engineering Society

Experience: 33 years | 13 years with Simmons & White

Patricia Barr has 33 years of transportation design experience, with 13 years in West Palm Beach with Simmons & White, Inc. As a Senior Traffic Engineer, her extensive experience includes transportation engineering and civil site improvements for both public private clients.

Her areas of expertise include: Traffic signal design, Palm Beach County Right-of-Way permitting; FDOT construction agreements; major and minor roadway widening; new roadway design; temporary traffic control plans (formally MOT); LAP-funded projects; signing and pavement marking; roundabout design; electronic delivery of bid documents; resurfacing, safety and bridge projects for the Florida Department of Transportation; intersection improvement; preparation of requests for proposals; specification writing; permitting; mast arm and strain pole structural analysis; signal timing; utility coordination and design; ATMS design-build; post-design construction services; traffic calming analysis and design; traffic warrant; stop sign warrant; and intersection operations studies, and quality control/quality assurance implementation. Ms. Barr has managed numerous projects from inception to completion, working with all involved parties - clients, elected officials, regulatory agencies, attorneys, funding agencies, sub-consultants, construction contractors and the public.

RELEVANT EXPERIENCE

Palm Beach County Traffic Signal Annual Consultant Project Manager (15 years) | Ball Park of the Palm Beaches Traffic Signal, Palm Beach County | A1A Pedestrian Flashers, Palm Beach County | Boynton Beach Senior Center Pedestrian Crossing, City of Boynton Beach | Seminole Pratt Whitney Temp. Traffic Control Plans, City of Westlake | Valencia Bay Signalization, City of Delray Beach | Multi-Use Trail on Okeechobee Blvd., Loxahatchee Groves | Roundabout on Okeechobee Blvd., Town of Loxahatchee Groves | Wellington Equestrian Crossing, Village of Wellington

ANNA LAI, P.E., PTOE

Senior Traffic Engineer

Registration: State of Florida No. PE78138
Professional Traffic Operations Engineer # 3571 | FDOT MOT Advanced Certification

Education: ME, Civil Engineering — University of Florida
BS, Civil Engineering — University of Florida

Affiliations: Institute of Transportation Engineers | American Society of Civil Engineers | Florida Engineering Society

Experience: 15 years | 10 years with Simmons & White

Anna Lai has 15 years of transportation/traffic experience, with 10 years in West Palm Beach with Simmons & White, Inc. As a Traffic Engineer and Project Manager, her extensive experience includes transportation/traffic engineering and transportation planning projects for both public and private clients.

Her areas of expertise include: Traffic signal design; signal timing; signing and pavement marking; maintenance of traffic, corridor studies; traffic impact studies; traffic signal warrants; intersection operational studies; traffic improvements; travel demand forecasting; safety studies; construction administration; preparation of requests for proposals; and quality control/quality assurance implementation. Ms. Lai has managed many projects from inception through completion, working with all involved parties - clients, elected officials, regulatory agencies, funding agencies, sub-consultants, construction contractors and the public.

RELEVANT EXPERIENCE

Dr. Joaquin Garcia High School Entrance at Lyons Road Signal Design, Lake Worth | CR-A1A Pedestrian Flashers LAP Plans, Palm Beach County| School Zone Flasher Plans, Village of Royal Palm Beach | Spring Training Entrance at Military Trail Signal Design, West Palm Beach | Shady Lakes Drive Signal Design, Palm Beach Gardens | Fire Station 8 at Northlake Blvd. Signal Design, West Palm Beach | Cobblestone Plaza MUPD Traffic Impact Study, Pembroke Pines | Canyon Springs MUTCD Sign Inventory, Delray | Northlake Blvd. at Military Trail Design, Palm Beach County

JAMES P. FLEISCHMANN

Principal Consultant

Education: Master of Science, Emphasis: Urban and Regional Planning
Michigan State University

Bachelor of Science, Emphasis: Urban and Regional Planning
Michigan State University

Experience: 52 years | 42 years with Land Research Management, Inc.

James Fleischmann is currently the principal planning consultant for the Town of Loxahatchee Groves. In this role, he reviews comprehensive plan and zoning map and text amendments; site plan review; Processing vegetation removal permits; preparation of zoning confirmation letter and Lot/Split Combination approvals; Assignment of street addresses; staff to the PZB; ULDC, RETAG; and AGRITOURISM advisory committees and multiple special planning projects.

Mr. Fleischmann has served as the principal planning consultant for several municipal governments including North Palm Beach, Hypoluxo, Lantana and Lake Clarke Shores.

LAWRENCE ZABIK

Partner, Zabik & Associates, Inc.

Education: BS Electrical Engineering
Norwich University
MA Economics
University of Oklahoma

US Air Force: Commissioned Officer, Construction Engineer

Elected: Fmr. Village Councilman | Vice Mayor, Village of Royal Palm Beach

Lawrence Zabik is one of the founding partners of Zabik & Associates, Inc. He has been managing construction projects for over 40 years. As a Managing Partner, Mr. Zabik is responsible for daily operations, direction of staff and specializes in total project management.

Zabik & Associates, Inc. has completed over 75 demographic and marketing studies in support of zoning applications and business development. Mr. Zabik utilizes IMPLAN Economic Impact Planning Software along with 35 years of local expertise and in-depth economic knowledge.

As Assistant Superintendent for Support Services for Palm Beach County Schools, Mr. Zabik directly managed all resources and personnel required for the physical operation and maintenance and maintenance of all 132 district campuses. During his tenure, $500 million in construction and renovation was completed with 90% completed on-time and within budget, with a change order rate cited by Coopers and Lybrand as being half the national and state averages.

Mr. Zabik implemented use of the Design/Build delivery system, reducing historical construction costs by 30% and completion times by 25%.

COY PATRICK

Owner, Head to Head Irrigation

Education: Associates in Architecture
New England Institute of Technology

Experience: 15 years Irrigation Design

Coy Patrick brings over two decades of experience in site design and 15 years specializing in irrigation design, Coy brings multi-faceted design expertise to South Florida's institutional, commercial, industrial and residential sectors. Focusing on the major factors of sustainable water use, fostering optimal plant growth environments, and constructing systems that stand the test of time, his designs utilize dependable requirement and manufacturers while integrating new technology when feasible. Working hand in hand with both Landscape Architects and owners, his designs focus on ensuring proper watering while minimizing waste and ensuring all plant material receives the proper type of irrigation. Mr. Patrick is familiar with current industry standards in design and equipment and works closely with Civil Engineers throughout the SFWMD Water Use Permitting process as well as with owners to ensure the equipment specified meets their needs including matching current equipment on site.

Mr. Patrick's expertise is not limited to irrigation design, but also includes the ability to craft detailed site graphics, produce comprehensive aerial overlays, and provide irrigation plans tailored to meet rigorous permitting standards. This expertise if further highlighted by his in-depth familiarity with local land development codes, allowing him to navigate its intricacies and ensure projects align with local standards. Working closely with Urban Planners, he brings the technical expertise and design skills needed to take a project from inception to permit ready.

9.1 FINANCIAL INFORMATION

Enclosed in separate sealed "Confidential" envelope.

9.2 REGULATORY EXPERIENCE

JMorton has significant regulatory experience, dating back to our founding in 2014.

- We have extensive experience interpreting zoning codes and land development regulations for diverse project types
- We have applied comprehensive plan policies to successfully guide projects through the planning and entitlement process.
- We have drafted zoning code amendments and comprehensive plan text language that have been adopted by local jurisdictions.
- We have review building permit applications to confirm compliance with landscape and site development regulations.

9.3 METHODOLOGY FOR PRODUCING 100% CONSTRUCTION DRAWINGS

JMorton follows a rigorous, multi-phase process to ensure construction drawings are complete, precise, and coordinated with all project disciplines:

- We begin by fully understanding the project scope, jurisdictional requirements, site conditions, and client expectations.
- Our planners, landscape architects, and engineers coordinate closely to resolve potential conflicts early in the process, using shared CAD platforms and cross-discipline reviews
- All drawings go through at least two rounds of internal peer review - first for technical accuracy and compliance, and second for clarity and constructibility.
- We verify alignment with applicable codes, zoning, and agency requirements before submittal, reducing the likelihood of permit comments and field changes.
- Structural, civil, MEP, and specialty consultants are integrated into the final document set to ensure consistency across all disciplines.

This process minimizes errors, reduces RFIs during construction, and supports smooth project execution.

9.4 MATCHING CLIENT BUDGETS TO CLIENT "WANTS"

Our approach balances vision with fiscal responsibility through proactive cost alignment.

- We establish the project budget during the concept phase and use it as a decision-making framework throughout design.
- We work with the client to clearly define essential program elements versus optional enhancements.
- We identify cost-efficient alternatives - such as material substitutions, phased construction, or design modifications - such as material substitutions, phased construction, or design modifications - that achieve the desired look and function while staying within budget.
- At key milestones, we review updated cost estimates with the client and adjust scope as needed before advancing tot he next phase.

This ensures the final design meets both aesthetic goals and budget constraints without sacrificing quality or long-term performance.

9.5 RECONCILING CONSTRUCTION SCHEDULES W/ECONOMIC SHORTAGES, LONG LEAD TIMES, WEATHER CONDITIONS

We anticipate challenges and plan proactively to keep projects on track

- We identify long-lead materials and coordinate early orders or substitutions to avoid schedule impacts
- Our schedules include contingency allowances for weather delays, permitting, and unforeseen conditions, enabling use to adapts without compromising critical milestones.
- We maintain close communications with contractors, suppliers, and the client to identify risks early and develop mitigation plans.
- When necessary, we sequence work to allow progress on unaffected areas while material or weather delays in others.
- We provide timely progress reports and discuss options for maintaining schedule alignment with client priorities..

Through foresight, adaptability, and continuous communication, JMorton consistently delivers projects that meet both schedule and client expectations, even under challenging market and environmental conditions.

GOVERNMENT EXPERIENCE

Currently, JMorton is a contracted review for several municipalities:

- City of Riviera Beach
- Town of Lake Park
- Village of North Palm Beach

For each of these, the JMorton team reviews site plans, landscape plans and other professional products to ensure compliance with local codes and guidelines and industry best practices. By using our understanding of both public and private sector review process and our extensive project experience, we have been able to provide recommendations to both municipal staff and applicants that benefit the project. Our input regarding solutions and code interpretation have enabled improvements to projects without compromising the design intent, regulatory objectives and/or procedural integrity.

Additionally, we are sub-consultants on several projects for other municipal and government entities:

- Palm Beach County Parks and Recreation
- School District of Palm Beach County
- Florida Department of Transportation
- Village of Palm Springs

Based upon our experience with other governmental agencies, the exchange of information and correspondence through centralized electronic portals establishes a quick and efficient method to initiate and complete assignments and duties of all parties. In this manner, no time is lost due to incompatible file formats, incomplete records, or delays in preparation and transmittal of a finished product.

KNOWLEDGE OF LOXAHATCHEE GROVES

JMorton Planning & Landscape Architecture possesses extensive knowledge of the Town of Loxahatchee Groves, informed by more than 11 years of direct project experience. During this time, we have prepared, submitted, and processed multiple planning and zoning applications through the Town, establishing a detailed understanding of its regulatory framework and approval procedures. Our firm has also collaborated with several consultants who maintain direct consulting relationships with the Town, further strengthening our collective expertise. In addition, we are familiar with the Town's geography and land use patterns, as well as the prevailing resident perspectives that influence planning and development decisions. This comprehensive knowledge base enables JMorton to effectively navigate the Town's processes and deliver well-supported, contextually appropriate outcomes.

OVERALL APPROACH

At JMorton, we believe in a comprehensive and thorough approach to completing projects. From simple to complex, we will always:

- Meet with the client to better understand their needs and the desired outcome for each individual task assigned
- Ensure continuous communications with the client, providing status updates and seeking feedback on the project and deliverables
- Work with the client to specifically define each task and provide the necessary expertise to complete the task
- Focus on excellence
- Determine a schedule for each assigned task and adhere to that schedule
- Adhere to set budgets without sacrificing work quality
- Go above and beyond the established guidelines to accomplish our goal

PLANNING APPROACH

The professional planning team offered by JMorton provides master planning expertise and has extensive knowledge of land use and zoning regulations including writing code language, preparing comprehensive plan map and text amendments, annexations and site plan review. With experience in both the public and private sector, the team offers creative solutions for design issues and broad planning expertise. Just as each client and project is unique, so is the JMorton team we select for each project. Once the scope is defined, we will assign the team members best suited to take the project to the its successful conclusion. All of our team members have excellent communication and presentation skills. They are capable and confident in the role of project lead, but where the function is support as an extension to Town staff, they are ready to contribute.

One of the team's strongest assets is communication with clients and the public. The ability to analyze any issue and explain it concisely and factually to clients and the public is key for effective service delivery. All team members will be available for neighborhood meetings, public presentations and public hearing representation as my be requested.

We also understand "things change or unforeseen circumstances occur" which require prompt attention by the City's consultant. JMorton is committed to being available at a moment's notice. Exceeding client expectations is a priority. As with all projects, the entire JMorton team is on call should unexpected changes or needs arise. Throughout the project, both the Principal and Project Manager will be in contact with the Town representative to monitor the quality of work and adherence to the schedule and budget.

LANDSCAPE ARCHITECTURE APPROACH

Landscape Plan Review

The JMorton Team has experience providing Landscape Plan review services for several municipalities within Palm Beach County. We pride ourselves in knowing the land development code and providing comments that are based in the code. Should a controversial project require review, we meet with the municipality staff to discuss the project and collaborate to provide proper direction to the applicant. JMorton is dedicated to providing excellent service to both our municipal clients, and the applicants. Being part of the private sector, JMorton staff understand how important and appreciated it is to receive clear, concise comments based in requirements and standards, and we strive to provide that same service to our municipal clients.

Design

During an initial meeting with the client, we will request any background information and begin our preliminary due diligence. During the due diligence phase, we will visit the site if applicable, identify existing conditions, applicable local and state regulations, approval history, obtain survey information, obtain any existing permit drawing for the site as it exists currently, and meet with any interested stakeholders.

After the initial meetings with the client and site visits to assess existing site conditions and vegetation, preliminary design concepts are produced and refined through conceptual plan iterations. A crucial part of the design process includes feedback from the client, and if applicable, the public and any other interested stakeholders. After collaborating to refine the design through the design development phase, a final set of construction plans are produced including site planning, landscape, hardscape, and irrigation design, along with project details/specifications and plant schedules. Upon completion of construction documents, our team will proceed by expediting permit approvals as appropriate. Throughout the permitting process, JMorton will manage the review schedule and coordinate as necessary to facilitate their timely review to permit construction.

As part of the comprehensive services we perform, JMorton can, on request, recommend contractors, review shop drawings and invoices, coordinate preconstruction and progress meetings on-site, perform construction inspections, and assess as-built and test result review for certifications. JMorton is always cognizant of the client's budget and timeline throughout the design and permitting process.

The firm is mindful of our responsibility to design with sustainability as a priority. JMorton takes measure to institute environmentally friendly standards in all aspects of design. From specifying locally available plan materials and placing an emphasis on preserving existing native vegetation, JMorton is aware that we have a duty to preserve, protect and enhance our beautiful local ecology while providing a safe and attractive environment for all to enjoy.

PERSONNEL AND RESOURCES

To meet the Town's requirements effectively, we have assembled a dedicated team of personnel, including skilled landscape architects, urban planners, and project managers, each with a wealth of experience in municipal projects. When considering personnel and resource availability for a project, it's essential to assess both the skills of the team and the tools at their disposal. Our team consists of experienced professionals with diverse expertise, ensuring that we have the right talent for every aspect of the project.

By fostering a collaborative environment, we ensure that all necessary personnel and resources are readily accessible, enabling us to execute projects efficiently and effectively while meeting timelines and quality standards.

All team members presently have a volume of work equivalent to full-time employment; however; if this contract is awarded, our office stands ready to shift from future private sector work opportunities to successfully render the services that will be required by the Town.

INNOVATION

Planning

Our planning philosophy is rooted in the smart city concept, which leverages advanced technology to enhance citizens' quality of life, boost sustainability, and minimize resource consumption. Smart cities seamlessly blend physical and digital infrastructure, utilizing data analytics and connected devices to gather insights, improve decision-making, and provide real-time services.

In contrast to traditional urban planning - which often emphasizes zoning and land use - smart cities demand a comprehensive approach. This involves integrating sensor and analytics to facilitate real-time data collection and responsive planning. The exciting aspect of this innovative methodology is its applicability across all our projects. Regardless of site limitations or client budgets, we think creatively to ensure that every space we design truly serves the needs of its users.

Landscape Architecture

JMorton's landscape designs craft inviting spaces where people genuinely want to live and connect. Out mission is to create environments that inspire all who experience them. What sets us apart is our people-centric approach to design. We begin by asking three key questions:

- How do people currently use this space?
- How will they engage with it after our proposed changes?
- How can we ensure their experience is memorable, positive, and stress-free?

By prioritizing user needs, we spark innovation in landscape architecture.

ATTACHMENT "A"

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Palm Beach

Jennifer L. Morton being first duly sworn, deposes and says that:

1. PROPOSER is the Owner,
(Owner, Partner, Officer, Representative or Agent)

2. PROPOSER is fully informed respecting the preparation and contents of the attached qualifications package and of all pertinent circumstances respecting such qualifications.

3. Such Qualification Package is genuine and is not a collusive or sham Qualification Package.

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Qualification Package or any other PROPOSER, or to fix any overhead, profit, or cost element of the RFQ Price or the RFQ Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Qualification Package are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any other of its agents, representatives, owners, employees or parties in interest.

By Jennifer L. Morton

Sworn to and subscribed before me on this 27 day of August, 2025 by Jennifer L. Morton

who ✓ is personally known to me or who ☐ has presented the following type of identification: _____

_____.

Ashley Marie Saikley
Signature of Notary Public, State of Florida

ASHLEY MARIE SAIKLEY
MY COMMISSION # HH 492196
EXPIRES: February 13, 2028

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Council Number ( )

DID take an oath, or (✓) DID NOT take an oath.

ATTACHMENT B

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the

public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Jennifer L. Morton
(Signature)

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn to and subscribed before me on this 27 day of August, 2025 by Jennifer L Morton

_____who ✓ is personally known to me or who ☐ has presented the following type of identification: _____

_____.

Ashley Marie Saikley
Signature of Notary Public, State of Florida

ASHLEY MARIE SAIKLEY
MY COMMISSION # HH 492196
EXPIRES: February 10, 2028

Notary Seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Council Number

ATTACHMENT C

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

7. Your firms Drug-Free Workplace Policy must be attached to this executed form and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Jennifer L. Morton

PROPOSER'S Signature

Jennifer L. Morton

(Print or Type Name)

ATTACHMENT D

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF PALM BEACH §

Before me, the undersigned authority, personally appeared affiant Jennifer L. Morton, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the Town OF Loxahatchee Groves, Palm Beach County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional architect and engineering services and is entering into an agreement with the Town of Loxahatchee Groves, Palm Beach County, Florida to provide professional services for a project known as RFQ # 01, 2025.

3. That the undersigned firm has furnished the Town of Loxahatchee Groves, Palm Beach County, Florida, a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the Town of Loxahatchee Groves entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the Town of Loxahatchee Groves entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the Town of Loxahatchee Groves determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

JMorton Planning & Landscape Architecture
Name of Firm

Jennifer L. Morton
By: President

The foregoing instrument was acknowledged before me by Jennifer L. Morton who has produced _____ as identification or is personally known to me.

WITNESS my hand and official seal in the Stare of County last aforesaid this 27 day of August, 2025

(SEAL)
Signature

ASHLEY MARIE SAIKLEY
MY COMMISSION # HH 492196
EXPIRES: February 13, 2028

Ashley Marie Saikley
Ashley Marie Saikley
Notary Name (typed or printed)

Title or Rank

EXHIBIT "E"

CONFLICT OF INTEREST STATEMENT

This Request for Qualifications is subject to the conflict-of-interest provisions of the policies and Code of Ordinances of the Town of Loxahatchee Groves, the Palm Beach County Code of Ethics, and the Florida Statutes. The Offeror shall disclose to the Town of Loxahatchee Groves any possible conflicts of interests. The Offeror's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the TOWN OF LOXAHATCHEE GROVES.

CHECK ALL THAT APPLY.

[✓] To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ due to any other clients, contracts, or property interests.

[✓] To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in the policies and Code of Ordinances of the Town of Loxahatchee Groves, as amended from time to time.

[✓] To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

[✓] To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR RESPONSE OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

JMorton Planning & Landscape Architecture
Company

Jennifer L. Morton
Authorized Signature

Jennifer L. Morton
Printed Name, Title

ATTACHMENT "F"

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Jennifer L. Morton, on behalf of JMorton Planning & Landscape Architecture (hereinafter, the "Proposer"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Proposer has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Proposer is not on the Scrutinized Companies that Boycott Israel List nor is the Proposer engaged in a boycott of Israel.
3. If awarded a contract, the Proposer agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Proposer agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Proposer is not on the Scrutinized Companies with Activities in Sudan List.
2. The Proposer is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Proposer is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Proposer agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Proposer agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

PROPOSER:

By: Jennifer L. Morton Date: 8/27/25

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before this 27 day of August, 2025, by Jennifer L. Morton, who is the President of JMorton Planning + Landscape Architecture, who is personally known to me or who has produced _____ as identification.

ASHLEY MARIE SAIKLEY
MY COMMISSION # HH 492196
EXPIRES: February 13, 2028

NOTARY PUBLIC
Printed Name of Notary Ashley Marie Saikley
My Council expires: 02/13/28

EXHIBIT G CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER-TIER COVERED TRANSACTIONS

"Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed $25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a Successful Proposer or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment*: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
- *Ineligible or Ineligibility*: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

INSTRUCTIONS FOR CERTIFICATION

1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by signing or certifying and submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

JMorton Planning & Landscape Architecture

Contractor Name

Jennifer L. Morton

Name

President

Title

Jennifer L. Morton

Signature

8/27/25

Date

Exhibit H **CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The firm shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned, on behalf of the firm, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the firm understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

JMorton Planning & Landscape Architecture
Firm Name

Jennifer L. Morton
Signature of Firm's Authorized Official

Jennifer L. Morton, President
Name and Title of Contractor's Authorized Official

8/27/25
Date

ATTACHMENT I **AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: §§ 287.138(2)(a), and 287.138(4)(a) Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes) 287.138(4)(a) Florida Statutes)

3. Entity is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), 287.138(4)(a) Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2) and 2.88.007(3), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2) and § 288.007, Florida Statutes)

6. *(Only applicable if purchasing real property)* Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1) and 692.203(6)(a)1, Florida Statutes)

7. *(Only applicable if purchasing real property)* Entity is in compliance with all applicable requirements of Sections 692.202,(purchase of agricultural land), 692.203, (purchase of real property on or around military installations or critical infrastructure facilities), and 692.204, (purchase or acquisition of real property by the People's Republic of China), Florida Statutes. (Source 692.202(5)(a)2, 692.203(6)(a)2 Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes).

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: August 27, 2025 Signed: Jennifer L Morton

Entity: JMorton Planning & Landscape Architecture Name: Jennifer L. Morton

Title: President

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 27 day of August, 2025, by Jennifer L. Morton, as President for JMorton Planning + Landscape Architecture, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: AshleyMarieSaikley State of Florida at Large (Seal)

Print Name: Ashley Marie Saikley My Council expires: 02/13/28

ASHLEY MARIE SAIKLEY
MY COMMISSION # HH 492196
EXPIRES: February 13, 2028

ATTACHMENT "J" **AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

STATE OF FLORIDA
COUNTY OF PALM BEACH

Jennifer L. Morton **[individual's name]**

Before me this day personally appeared as the President **[title], of** JMorton Planning & Landscape Architecture, **a company authorized to do business in the State of Florida, who,**

being duly sworn, deposes and says:

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of JMorton Planning & Landscape Architecture.
3. JMorton Planning & Landscape Architecture does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Jennifer R. Morton
Signature

THE FOREGOING instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization on this 27 day of August 2025, by Jennifer L. Morton [individual's name], as the President [title] of JMorton Planning + Landscape Architecture a company authorized to do business in the State of Florida, who is ☑ personally known to me or ☐ who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind JMorton Planning + Landscape Architecture, to the same.

AshleyMarieSaikley
Notary Public Signature

Notary Seal:

ASHLEY MARIE SAIKLEY
MY COMMISSION # HH 492196
EXPIRES: February 13, 2028

Print Name: Ashley Marie Saikley

My Council expires: 02/13/28

State of Florida
Department of State

I certify from the records of this office that JMORTON PLANNING & LANDSCAPE ARCHITECTURE. INC. is a corporation organized under the laws of the State of Florida, filed on August 14, 2014.

The document number of this corporation is P14000068273.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 25, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

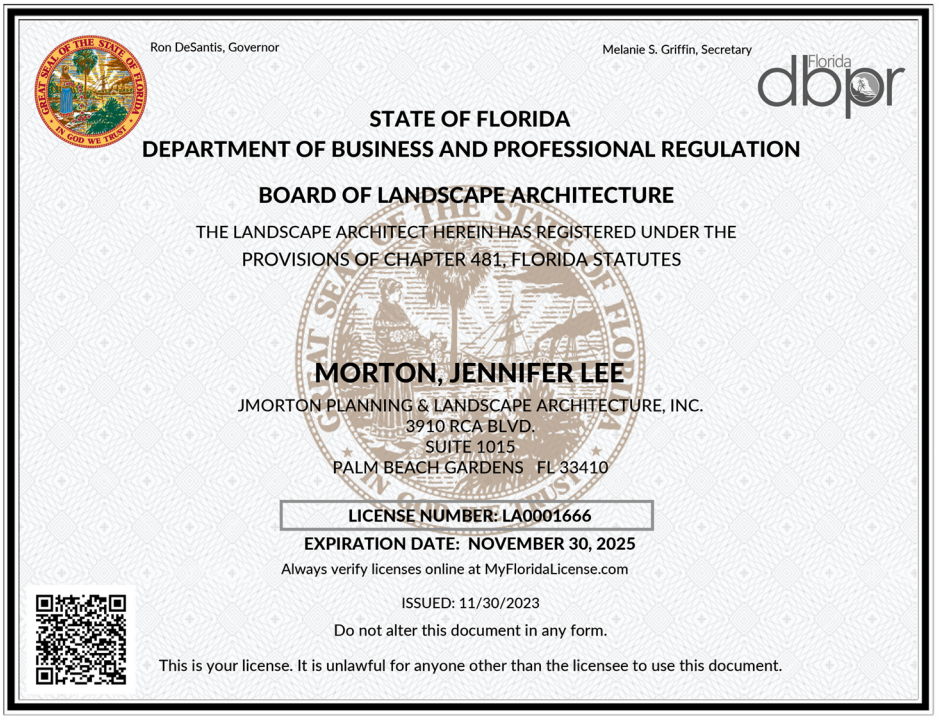
Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of March, 2025

Secretary of State

Tracking Number: 9622977260CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

MORTON, JENNIFER LEE

JMORTON PLANNING & LANDSCAPE ARCHITECTURE, INC.
3910 RCA BLVD.
SUITE 1015
PALM BEACH GARDENS FL 33410

LICENSE NUMBER: LA0001666
EXPIRATION DATE: NOVEMBER 30, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/30/2023

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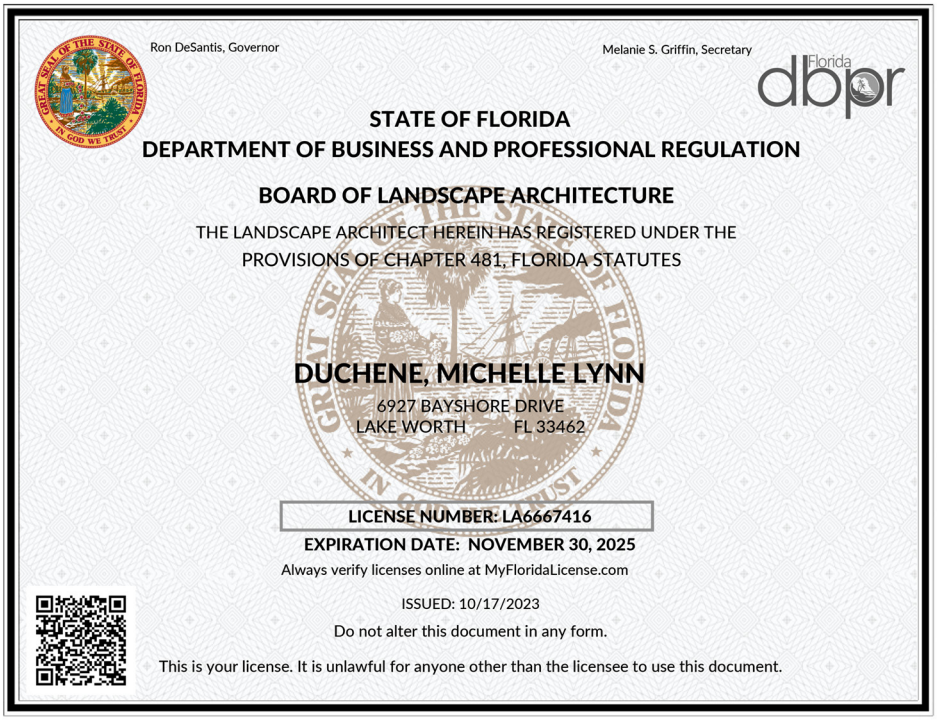

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

DUCHENE, MICHELLE LYNN

6927 BAYSHORE DRIVE
LAKE WORTH FL 33462

LICENSE NUMBER: LA6667416
EXPIRATION DATE: NOVEMBER 30, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/17/2023

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AICP

This certificate hereby qualifies

Alexander Ahrenholz

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 32590

Joel Albizo, FASAE, CAE
Chief Executive Director

Karen Wolf, FAICP
President

AICP
American Institute of Certified Planners
Creating Great Communities for All

Verify: www.youraceclaim.com/

GREEN BUSINESS CERTIFICATION INC.

Dear Jennifer,

Thank you for contacting the U.S. Green Building Council regarding a copy of your LEED AP certificate. Unfortunately a copy of the certificate is no longer available. We are providing a letter of verification for your LEED AP credential.

December 15, 2016

Jennifer Morton
525 Tomahawk Ct.
Palm Beach Gardens, FL 33410
United States

Jennifer:

The Green Business Certification Inc's records indicate that you passed the LEED AP® Professional Exam™ through the New Construction track on 06/24/2009, and are recognized as a LEED AP by GBCI. Your GBCI # is 0010329408.

Thank you for your participation in the LEED® Professional Credentialing program, and we wish you luck in your endeavors towards a sustainable built environment.

Sincerely,

The Credentialing Team

I hope that helps, but if you have any further questions or concerns about this inquiry, please feel free to respond directly to this email. For any new inquiries, please contact us at http://www.gbci.org/contact.

Best Regards,

Cheryl

Customer Service
Green Business Certification Inc.
2101 L Street NW, Suite 500
Washington, DC 20037

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

KELLEY, BRYAN G.
1520 WOOD DALE TERRACE
WELLINGTON FL 33414

LICENSE NUMBER: PE74006
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

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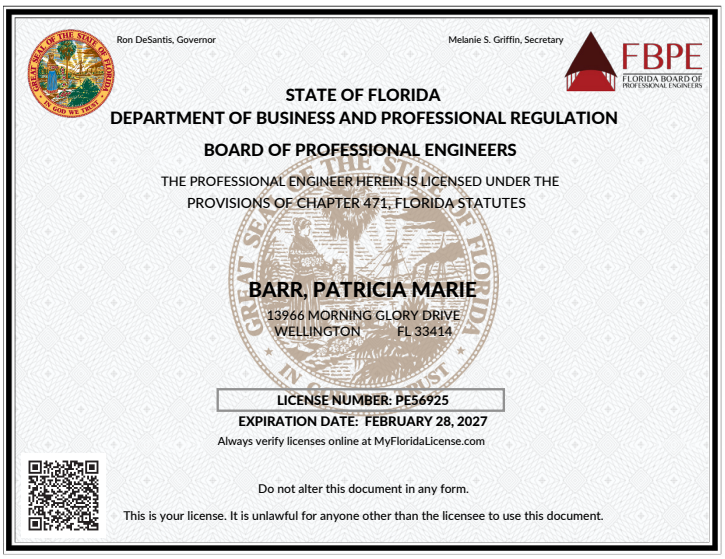

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BARR, PATRICIA MARIE
13966 MORNING GLORY DRIVE
WELLINGTON FL 33414

LICENSE NUMBER: PE56925
EXPIRATION DATE: FEBRUARY 28, 2027
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

LAI, ANNA
8670 154TH CT N
PALM BEACH GARDENS FL 33418

LICENSE NUMBER: PE78138
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

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CITY OF PALM BEACH GARDENS
BUSINESS TAX RECEIPT
10500 N. MILITARY TRL, PALM BCH GARDENS, FL 33410
EXPIRES SEPTEMBER 30, 2025

No: 021199

2024 / 2025

2024 / 2025

DBA: JMORTON PLANNING & LANDSCAPE ARCHITECTURE INC
Address: 3910 RCA BLVD, 1015
PALM BEACH GARDENS, FL 33410
Activity: ENGINEER

Engineer

Issued to: MORTON JENNIFER
3910 RCA BLVD
1015
PALM BEACH GARDENS, FL 33410

Rose Futch
CERTIFIED BUSINESS TAX OFFICIAL

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS
Per City Code Sec. 66-44

CITY OF PALM BEACH GARDENS
BUSINESS TAX RECEIPT
10500 N. MILITARY TRL, PALM BCH GARDENS, FL 33410
EXPIRES SEPTEMBER 30, 2025

No: 021199

2024 / 2025

2024 / 2025

DBA: JMORTON PLANNING & LANDSCAPE ARCHITECTURE INC
Address: 3910 RCA BLVD, 1015
PALM BEACH GARDENS, FL 33410
Activity: ENGINEER

Engineer

Issued to: MORTON JENNIFER
3910 RCA BLVD
1015
PALM BEACH GARDENS, FL 33410

Rose Futch
CERTIFIED BUSINESS TAX OFFICIAL

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS
Per City Code Sec. 66-44

CITY OF PALM BEACH GARDENS
BUSINESS TAX RECEIPT
10500 N. MILITARY TRL, PALM BCH GARDENS, FL 33410
EXPIRES SEPTEMBER 30, 2025

No: 026292

2024 / 2025

2024 / 2025

DBA: JMORTON PLANNING AND LANDSCAPE ARCHITECTURE, INC
Address: 3910 RCA BLVD, 1015
PALM BEACH GARDENS, FL 33410
Activity: LANDSCAPE ARCHITECT

Issued to: DUCHENE, MICHELLE
3910 RCA BLVD
1015
PALM BEACH GARDENS, FL 33410

Rose Futch
CERTIFIED BUSINESS TAX OFFICIAL

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS
Per City Code Sec. 66-44

Morton PLANNING | LANDSCAPE ARCHITECTURE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/2024

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

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

PRODUCER		CONTACT NAME: Tina Tower	
PATRIOT INSURANCE AGENCY		PHONE (A/C, No, Ext): (561) 694-1776	FAX (A/C, No): (561) 694-1774
13901 U.S. Highway 1		E-MAIL ADDRESS: tina@gopatriotinsurance.com	
Suite 8			
Juno Beach	FL 33408		

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	CHARTER OAK FIRE INS CO A++ XV	25615
INSURER B :	United States Liability Insurance Company A++ XI	25895
INSURER C :	TRAVELERS CASUALTY & SURETY CO A++ XV	19038
INSURER D :	TRAVELERS PROPERTY & CASUALTY CO A++ XV	25674
INSURER E :		
INSURER F :		

INSURED

JMorton Planning & Landscape Architecture Inc
3910 RCA Boulevard, Suite 1015
Palm Beach Gardens FL 33410

COVERAGES **CERTIFICATE NUMBER:** CL24111903772 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			660 0K532634	11/20/2024	11/20/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 2,000,000 $ 50,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA-1R831498	11/20/2024	11/20/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP 3L483372	11/20/2024	11/20/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB 0K533495	11/20/2024	11/20/2025	[X] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	PROFESSIONAL LIABILITY BASIS IS CLAIMS MADE			SP1578049B	09/16/2024	09/16/2025	EACH CLAIM AGGREGATE	$5,000,000 $5,000,000

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

LANDSCAPE PLANNING & ARCHITECTURE

CERTIFICATE HOLDER

"FOR SUBMISSION WITH RFP's"
JMORTON PLANNING LANDSCAPE ARC
3910 RCA BLVD, STE 1015
PALM BEACH GARDENS FL 33410

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SECTION 37 - SUBMITTAL PACKAGE

QUALIFICATION PACKAGES FORM COVER PAGE CHECKLIST; THIS SHOULD BE THE FIRST PAGE OF YOUR QUALIFICATION PACKAGES

RFQ NAME General Planning Services, Engineering Development Services and Building Inspection and Plans Review Services RFQ NO: #01-2025

COMPANY NAME: Tew & Taylor Holdings Group PHONE NO: 561-366-0100

	1.	Submit One (1) Original, One (1) Flash Drive + Fifteen (15) photocopies of this Qualification Packages
	2.	Bid Form/Bid Qualification Packages Certification: **Carefully read** *all* **Bid Documents and properly complete the Bid Form and execute the certification.** (*Failure to properly complete and sign this document shall cause the Bid Qualification Packages to be rejected as non-responsive.)*
	3.	Qualification Statement: Complete and sign the Bidder's Qualification Statement. (Failure to properly complete and sign this document shall cause the Bid Qualification Packages to be rejected as non-responsive.)
	4.	Letter of Transmittal
	5.	Attachment A Non-Collusion Affidavit
	6.	Attachment B Public Entity Crime Statement
	7.	Attachment C Drug Free Workplace form
	8.	Attachment D Truth in Negotiations Affidavit
	9.	Attachment E Conflict of Interest Form
	10.	Attachment F Scrutinized Companies Certification Form
	11.	Attachment G Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
	12.	Attachment H Certification Regarding Lobbying
	13.	Attachment I Affidavit of Compliance with Foreign Entity Laws
	14.	Attachment J Affidavit of Compliance with Anti-Human Trafficking Laws

Submit this portion of the Request for Qualifications as your firms Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the Town to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the Town.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the Town in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the Town to reject the qualifications package, and if after the award, to cancel and terminate the award and/or contract.

Responses to Tab #'s 1-12 should not exceed 50 pages. Points may be deducted for Responses that exceed fifty (50) pages. Insurance Forms, Town Forms and Licenses are not included in the page count.

GENERAL PLANNING SERVICES, ENGINEERING DEVELOPMENT SERVICES AND BUILDING INSPECTION AND PLANS REVIEW SERVICES

TOWN OF LOXAHATCHEE GROVES

RFQ #01-2025

Prepared by
Tew & Taylor

625 N Flagler Dr, #
West Palm Beach, Fl 33401

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TAB 1 - PROPOSER PROFILE

1.1.1	Tew & Taylor, Inc | 625 N Flagler Dr, #506 West Palm Beach, Fl 33401 | **561-366-0100**
1.1.2	625 N Flagler Dr, #506 West Palm Beach, Fl 33401 | 561-366-0100 | office@tewandtaylor.com
1.1.3	Corporation
1.1.4	10/13/2006; 12/07/2023
1.1.5	Florida
1.1.6	12/07/2023
1.1.7	President: Jack Rauch | Vice President: Henry Rauch | Secretary: Isabella Wheeler
1.1.8	Jack Rauch | 843-441-6080 | jack@tewandtaylor.com
1.1.9	P23000084573

1.3 Tew & Taylor's job cost account system is in Quickbooks. Our billing structure is strictly hourly, and all costs are treated as direct costs. We do not charge municipal customers for expenses unless they are explicitly agreed to in advance.

1.4.1 Tew & Taylor's account cost system: Because our work is billed hourly, we do not separate or allocate indirect costs. Only direct labor and agreed-upon direct expenses are billed to municipal customers.

1.4.2 Our accounting system tracks direct labor hours and associated costs on a pre-project basis, supported by the general ledger.

1.4.3 Subsidiary job cost data is reconciled with the general ledger on a regular basis to ensure transparency.

1.4.4 Time is tracked daily and reconciled by project. Expenses are only applied to a project when pre-approved by the municpality, ensuring clear separation and accountability. Tew & Taylor is happy to work with the Town to develop a reporting system that meets their need.

1.5 Insurance is included under Tab #12 as requested by the solicitation on page 18 Tab #1 Section 1.5 Insurance.

1.5.3 We have 0 claims against our insurance.

1.6 Tew & Taylor's turnaround time for written responses to Town inquiries is 24 hours.

1.7 Tew & Taylor requires 4 days of advance notice to appear at the Town for meetings.

1.8 Tew & Taylor has no bankruptcy petitions.

1.9 Tew & Taylor has no claims, arbitrations, administrative hearings or lawsuits brought against us in the last 10 years.

1.10 Tew & Taylor's principals and officers have no criminal proceedings or hearings concerning business related offenses.

1.11 Tew & Taylor's principals, officers or predecessor organization(s) have never been convicted of a Public Entity Crime.

1.11.1 Tew & Taylor has included the Public Entity Crime Statement under Tab #12 as requested on page 21 of the solicitation.

1.11.3 No addenda were issued.

TAB 2 - LETTER OF TRANSMITTAL

Dear Mr. Tomasik,

Tew & Taylor is pleased to submit our proposal to provide building department support services to the Town of Loxahatchee Groves. As a West Palm beach-based firm with over 16 years of experience in Florida's building code industry, we are uniquely position to serve the Town with a high degree of responsiveness, technical excellence, and reliability.

We understand the Town is currently seeking one inspector to complete up to 20 inspections per week. Our proposal not only fulfills that immediate need but also offers a flexible staffing model that allows the Town to scale up or down seamlessly—adding licensed inspectors, certified plan reviewers, or qualified permit technicians as needs evolve.

Tew & Taylor has built a reputation as a trusted partner to municipalities across the state. Our team includes seasoned professionals with deep knowledge of Florida's inspection and permitting processes. We currently serve several municipalities and offer direct experience with both day-to-day support and surge capacity during periods of increased demand.

Our capabilities include:

- Residential and commercial inspections across all trades (building, electrical, mechanical, and plumbing).
- Remote and in-person plan reviews with one to two day turnaround capabilities.
- Permit technician support for intake, routing, and application management.
- Dedicated municipal support liaisons to ensure continuity and communication.

We operate as an extension of your staff—delivering seamless coordination, proactive communication, and high-quality documentation at every stage. Whether augmenting existing capacity or managing overflow, we are committed to supporting the Town's mission to serve its residents and maintain the highest standards of code compliance.

Thank you for the opportunity to submit this proposal. We would be honored to support the Town of Loxahatchee Groves and contribute to its continued success. Please feel free to contact me directly should you have any questions or require additional information.

Respectfully,

Jack Rauch

President, Tew & Taylor

TAB 3 – REFERENCE CHECK

Tew & Taylor

Performance Survey Questionnaire

Consultant Information		Client/Reference Information
From:		To: Clark Streicher
Company:		Company: City of Gulfport
Phone:		Phone: 727-893-1020
Email:		Email: cstreicher@mygulfport.us

Services performed: Plan reviews
Contract / Agreement dates including renewals:

Client:

Rate each other the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the consultant.

Criteria	Unit	Score
1. Professionalism and ability to manage workload	(1-10)	8
2. Ability to communicate with staff and general public	(1-10)	8
3. Ability to resolve issues promptly	(1-10)	8
4. Ability to follow protocol	(1-10)	8
5. Ability to maintain proper documentation	(1-10)	8
6. Ability to offer solid recommendations	(1-10)	8
7. Had proper resources and personnel by which to provide services	(1-10)	8
8. Exceptional customer service skills	(1-10)	n/a
9. Overall client satisfaction in plans reviews	(1-10)	8
10. Overall client satisfaction in inspection services	(1-10)	n/a

CLARK STREICHER

Printed Name of Reference

Signature of Reference

TAB 3 – REFERENCE CHECK

Tew & Taylor

Performance Survey Questionnaire

Consultant Information		Client/Reference Information
From: Tew & Taylor		To: City of Saint Petersburg
Company: "		Company: "
Phone:		Phone: 727-893-7127
Email:		Email: Ricky.Campbell@stpete.org

Services performed: Commercial & Residential Plan Review
Contract / Agreement dates including renewals: $400,000.00

Client:

Rate each other the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the consultant.

Criteria	Unit	Score
1. Professionalism and ability to manage workload	(1-10)	8
2. Ability to communicate with staff and general public	(1-10)	10
3. Ability to resolve issues promptly	(1-10)	9
4. Ability to follow protocol	(1-10)	8
5. Ability to maintain proper documentation	(1-10)	8
6. Ability to offer solid recommendations	(1-10)	10
7. Had proper resources and personnel by which to provide services	(1-10)	7
8. Exceptional customer service skills	(1-10)	10
9. Overall client satisfaction in plans reviews	(1-10)	9
10. Overall client satisfaction in inspection services	(1-10)	N/A

Ricky Campbell

Printed Name of Reference

Signature of Reference

TAB 3 – REFERENCE CHECK

Tew & Taylor

Performance Survey Questionnaire

Consultant Information		Client/Reference Information
From: Dylan Calella		To: Patti Fige
Company: Tew and Taylor		Company: LBK - Bldg Dept
Phone:		Phone: 941-316-1966
Email: dylan.calella@tewandtaylor.com		Email: PFige@longboatkey.org

Services performed: Plan Review, Inspections, Permitting
Contract / Agreement dates including renewals: 1/22/25 - on going

Client:

Rate each other the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the consultant.

Criteria	Unit	Score
1. Professionalism and ability to manage workload	(1-10)	8
2. Ability to communicate with staff and general public	(1-10)	9
3. Ability to resolve issues promptly	(1-10)	8
4. Ability to follow protocol	(1-10)	9
5. Ability to maintain proper documentation	(1-10)	8
6. Ability to offer solid recommendations	(1-10)	8
7. Had proper resources and personnel by which to provide services	(1-10)	9
8. Exceptional customer service skills	(1-10)	9
9. Overall client satisfaction in plans reviews	(1-10)	8
10. Overall client satisfaction in inspection services	(1-10)	8

Patti Fige

Printed Name of Reference

Signature of Reference

TAB 4 - RECENT/CURRENT/PROJECTED WORKLOAD-STAFF ADEQUACY

	Project	Total Contract Fee	Percent Completed	Total Remaining Fees to be Paid to Firm	Uncompleted Amount of Contract
1	8699 FL-7 - Polo Capital	Hourly	10%	N/A - Hourly	N/A - Hourly
2	115 Flager Dr	Hourly	40%	N/A - Hourly	N/A - Hourly
3	200/202 Greymon Dr	Hourly	90%	N/A - Hourly	N/A - Hourly
4	139 Everglade Ave	Hourly	90%	N/A - Hourly	N/A - Hourly
5	10 Via Vizcaya	Hourly	50%	N/A - Hourly	N/A - Hourly
6	550 S Ocean Blvd	Hourly	25%	N/A - Hourly	N/A - Hourly
7	248 Via Marila	Hourly	50%	N/A - Hourly	N/A - Hourly
8	133 Hammon Bung. J	Hourly	50%	N/A - Hourly	N/A - Hourly
9	177 Queens Lane	Hourly	25%	N/A - Hourly	N/A - Hourly
10	3170 S Ocean Blvd 603N	Hourly	25%	N/A - Hourly	N/A - Hourly
11	686 Island	Hourly	60%	N/A - Hourly	N/A - Hourly
12	14850 Jumper Road	Hourly	25%	N/A - Hourly	N/A - Hourly
13	127 Dunbar Rd	Hourly	50%	N/A - Hourly	N/A - Hourly
14	5210 Essex Court	Hourly	90%	N/A - Hourly	N/A - Hourly
15	10190 Timber Creek Way	Hourly	25%	N/A - Hourly	N/A - Hourly
16	128 Seabreeze Ave MEPs	Hourly	60%	N/A - Hourly	N/A - Hourly
17	216 Via Marila	Hourly	50%	N/A - Hourly	N/A - Hourly
18	19603 Egret Ln, Lox	Hourly	25%	N/A - Hourly	N/A - Hourly
19	250 Bradley Pl 502	Hourly	60%	N/A - Hourly	N/A - Hourly

TAB 4 - RECENT/CURRENT/PROJECTED WORKLOAD-STAFF ADEQUACY

	Project	Total Contract Fee	Percent Completed	Total Remaining Fees to be Paid to Firm	Uncompleted Amount of Contract
20	70 Royal Poinciana Way, Suite P100	Hourly	80%	N/A - Hourly	N/A - Hourly
21	1356 N Ocean Blvd	Hourly	90%	N/A - Hourly	N/A - Hourly
22	2605 Old Okeechobee Rd	Hourly	50%	N/A - Hourly	N/A - Hourly
23	500 N Quadrille	Hourly	25%	N/A - Hourly	N/A - Hourly
24	6073 Old Ocean Pool	Hourly	25%	N/A - Hourly	N/A - Hourly
25	200 Via Bellaria	Hourly	25%	N/A - Hourly	N/A - Hourly
26	4985 Stables Way	Hourly	50%	N/A - Hourly	N/A - Hourly
27	2770 S Ocean Blvd 503	Hourly	50%	N/A - Hourly	N/A - Hourly
28	2043 Greenview Cove Dr	Hourly	50%	N/A - Hourly	N/A - Hourly
29	11329 Turtle Beach	Hourly	25%	N/A - Hourly	N/A - Hourly
30	15948 D Alene Dr	Hourly	25%	N/A - Hourly	N/A - Hourly
31	2150 Ibis Isle Rd PH 4	Hourly	50%	N/A - Hourly	N/A - Hourly
32	1721 Corsica Dr	Hourly	60%	N/A - Hourly	N/A - Hourly
33	13285 Southfields Rd	Hourly	50%	N/A - Hourly	N/A - Hourly
34	150 S Ocean Blvd	Hourly	50%	N/A - Hourly	N/A - Hourly
35	756 Hi Mount	Hourly	60%	N/A - Hourly	N/A - Hourly
36	16219 Hallow Tree Lane	Hourly	60%	N/A - Hourly	N/A - Hourly
37	210 El Dorado Ln	Hourly	60%	N/A - Hourly	N/A - Hourly
38	273 Tangier CC 7/2	Hourly	25%	N/A - Hourly	N/A - Hourly

TAB 4 - RECENT/CURRENT/PROJECTED WORKLOAD-STAFF ADEQUACY

	Project	Total Contract Fee	Percent Completed	Total Remaining Fees to be Paid to Firm	Uncompleted Amount of Contract
39	3360 S Ocean Blvd 5G II	Hourly	25%	N/A - Hourly	N/A - Hourly
40	720 S Ocean Blvd	Hourly	60%	N/A - Hourly	N/A - Hourly
41	100 Casa Bendita	Hourly	60%	N/A - Hourly	N/A - Hourly
42	1745 Breakers West Blvd	Hourly	50%	N/A - Hourly	N/A - Hourly
43	260 Nightingale Tr	Hourly	60%	N/A - Hourly	N/A - Hourly
44	100 Sunrise Ave 414 E	Hourly	50%	N/A - Hourly	N/A - Hourly
45	400 S Ocean Blvd Bldg 1	Hourly	50%	N/A - Hourly	N/A - Hourly
46	625 Crest Rd	Hourly	60%	N/A - Hourly	N/A - Hourly
47	70 Middle Rd	Hourly	60%	N/A - Hourly	N/A - Hourly
48	100 Sunrise Ave Inspections	Hourly	5%	N/A - Hourly	N/A - Hourly
49	5012 Everglades Way	Hourly	75%	N/A - Hourly	N/A - Hourly
50	146 Australian Ave	Hourly	50%	N/A - Hourly	N/A - Hourly
51	350 Cocoanut Row 3-B	Hourly	60%	N/A - Hourly	N/A - Hourly
52	2000 S Ocean Blvd 406 N	Hourly	60%	N/A - Hourly	N/A - Hourly
53	3300 S Ocean Blvd 405 S	Hourly	25%	N/A - Hourly	N/A - Hourly
54	624 Island Dr	Hourly	50%	N/A - Hourly	N/A - Hourly
55	101 Worth Ave 2A	Hourly	50%	N/A - Hourly	N/A - Hourly
56	143 Seminole Ave	Hourly	90%	N/A - Hourly	N/A - Hourly
57	2945 Blue Cypress Circ Lot 14	Hourly	50%	N/A - Hourly	N/A - Hourly

TAB 4 - RECENT/CURRENT/PROJECTED WORKLOAD-STAFF ADEQUACY

	Project	Total Contract Fee	Percent Completed	Total Remaining Fees to be Paid to Firm	Uncompleted Amount of Contract
58	1181 N Lake Way	Hourly	50%	N/A - Hourly	N/A - Hourly
59	2115 S Ocean Blvd, 11	Hourly	25%	N/A - Hourly	N/A - Hourly
60	232 La Puerta Way	Hourly	70%	N/A - Hourly	N/A - Hourly
61	5300 Essex Court	Hourly	90%	N/A - Hourly	N/A - Hourly
62	184 Sunset Ave TCO 7/17	Hourly	60%	N/A - Hourly	N/A - Hourly
63	189 Bradley Pl Bldg 1	Hourly	50%	N/A - Hourly	N/A - Hourly
64	2000 S Ocean Blvd N Garage	Hourly	60%	N/A - Hourly	N/A - Hourly
65	2000 S Ocean Blvd S Garage	Hourly	60%	N/A - Hourly	N/A - Hourly
66	2155 Ibis Isle Rd 7	Hourly	60%	N/A - Hourly	N/A - Hourly
67	102 Gregory Rd	Hourly	25%	N/A - Hourly	N/A - Hourly
68	120 Sunset Ave 4C	Hourly	60%	N/A - Hourly	N/A - Hourly
69	12417 Wellington Preserve	Hourly	25%	N/A - Hourly	N/A - Hourly
70	15810 Boeing Ct	Hourly	25%	N/A - Hourly	N/A - Hourly
71	13808 Fairlane Ct	Hourly	60%	N/A - Hourly	N/A - Hourly
72	149 Golf Village Blvd Bar	Hourly	90%	N/A - Hourly	N/A - Hourly
73	1680 Lands End Rd	Hourly	25%	N/A - Hourly	N/A - Hourly
74	2000 S Ocean Blvd 402 S	Hourly	75%	N/A - Hourly	N/A - Hourly
75	2981 Blue Cypress Ln	Hourly	60%	N/A - Hourly	N/A - Hourly
76	225 Wells Rd MEPs Revised plans	Hourly	75%	N/A - Hourly	N/A - Hourly

TAB 4 - RECENT/CURRENT/PROJECTED WORKLOAD-STAFF ADEQUACY

	Project	Total Contract Fee	Percent Completed	Total Remaining Fees to be Paid to Firm	Uncompleted Amount of Contract
77	300 53rd St 7	Hourly	75%	N/A - Hourly	N/A - Hourly
78	68 Pacer Circle	Hourly	75%	N/A - Hourly	N/A - Hourly
79	980 S Ocean Blvd	Hourly	75%	N/A - Hourly	N/A - Hourly
80	135 Greenwood Dr	Hourly	25%	N/A - Hourly	N/A - Hourly
81	369 S Lake Dr PHD	Hourly	75%	N/A - Hourly	N/A - Hourly
82	620 North Lake Way	Hourly	60%	N/A - Hourly	N/A - Hourly
83	2840 S Ocean Blvd Unit 600	Hourly	60%	N/A - Hourly	N/A - Hourly
84	3300 S Ocean Blvd 301 S	Hourly	25%	N/A - Hourly	N/A - Hourly
85	3300 S Ocean Blvd 505 N	Hourly	60%	N/A - Hourly	N/A - Hourly
86	6501 S Flagler Dr	Hourly	60%	N/A - Hourly	N/A - Hourly
87	801 NE Orchid Bay	Hourly	5%	N/A - Hourly	N/A - Hourly
88	100 Worth Ave PH 17	Hourly	60%	N/A - Hourly	N/A - Hourly
89	102 Jungle Rd	Hourly	25%	N/A - Hourly	N/A - Hourly
90	1040 N Lake Way	Hourly	60%	N/A - Hourly	N/A - Hourly
91	3140 S Ocean Blvd 101 N	Hourly	60%	N/A - Hourly	N/A - Hourly
92	5566 Western Way	Hourly	75%	N/A - Hourly	N/A - Hourly
93	6885 N Ocean Blvd Apt 401-REMODEL	Hourly	25%	N/A - Hourly	N/A - Hourly
94	226 Oleander Ave	Hourly	75%	N/A - Hourly	N/A - Hourly
95	3618 Grande Rd	Hourly	75%	N/A - Hourly	N/A - Hourly
96	206 Caribbean	Hourly	70%	N/A - Hourly	N/A - Hourly

TAB 4 - RECENT/CURRENT/PROJECTED WORKLOAD-STAFF ADEQUACY

	Project	Total Contract Fee	Percent Completed	Total Remaining Fees to be Paid to Firm	Uncompleted Amount of Contract
97	249 Monterey Rd	Hourly	25%	N/A - Hourly	N/A - Hourly
98	252 Atlantic Ave	Hourly	60%	N/A - Hourly	N/A - Hourly
99	3170 S Ocean Blvd 405S	Hourly	60%	N/A - Hourly	N/A - Hourly
100	720 NW 3 Ave	Hourly	25%	N/A - Hourly	N/A - Hourly
101	14575 50th St S	Hourly	60%	N/A - Hourly	N/A - Hourly
102	259 Oleander Ave New house	Hourly	60%	N/A - Hourly	N/A - Hourly
103	434 Chilean Ave 3B	Hourly	25%	N/A - Hourly	N/A - Hourly
104	109 Royal Palm Way	Hourly	5%	N/A - Hourly	N/A - Hourly
105	120 Chilean Ave	Hourly	60%	N/A - Hourly	N/A - Hourly
106	177 Clarke Ave	Hourly	60%	N/A - Hourly	N/A - Hourly
107	2150 Ibis Isle Rd PH 1	Hourly	60%	N/A - Hourly	N/A - Hourly
108	2778 S Ocean Blvd 303 N	Hourly	60%	N/A - Hourly	N/A - Hourly
109	6073 Old Ocean	Hourly	75%	N/A - Hourly	N/A - Hourly
110	101 Four Arts Pl	Hourly	75%	N/A - Hourly	N/A - Hourly
111	1083 Palm Way Rd	Hourly	75%	N/A - Hourly	N/A - Hourly
112	11291 Cowen Ct	Hourly	75%	N/A - Hourly	N/A - Hourly
113	1410 S Ocean Boulevard	Hourly	75%	N/A - Hourly	N/A - Hourly
114	2000 S Ocean Blvd Cab 9 W	Hourly	75%	N/A - Hourly	N/A - Hourly
115	2000 S Ocean Blvd 303-S	Hourly	75%	N/A - Hourly	N/A - Hourly
116	228 Notingham Blvd	Hourly	80%	N/A - Hourly	N/A - Hourly

TAB 4 - RECENT/CURRENT/PROJECTED WORKLOAD-STAFF ADEQUACY

	Project	Total Contract Fee	Percent Completed	Total Remaining Fees to be Paid to Firm	Uncompleted Amount of Contract
117	2784 S Ocean Blvd 407 N	Hourly	60%	N/A - Hourly	N/A - Hourly
118	150 Bradley Pl, 705	Hourly	75%	N/A - Hourly	N/A - Hourly
119	16552 Norris Rd	Hourly	75%	N/A - Hourly	N/A - Hourly
120	977 S Ocean Blvd	Hourly	75%	N/A - Hourly	N/A - Hourly
121	60 Cocoanut Row	Hourly	75%	N/A - Hourly	N/A - Hourly
122	2 N Breakers Row N-42	Hourly	60%	N/A - Hourly	N/A - Hourly
123	2150 Ibis Isle Rd PH 3	Hourly	75%	N/A - Hourly	N/A - Hourly
124	2951 Blue Cypress Circ Lot 13	Hourly	60%	N/A - Hourly	N/A - Hourly
125	315 Clarke Ave	Hourly	75%	N/A - Hourly	N/A - Hourly
126	529 S Flagler Dr TH3H	Hourly	60%	N/A - Hourly	N/A - Hourly
127	6986 8th St	Hourly	60%	N/A - Hourly	N/A - Hourly
128	740 Hi Mount Rd	Hourly	60%	N/A - Hourly	N/A - Hourly
129	8008 Flagler Ct	Hourly	60%	N/A - Hourly	N/A - Hourly
130	218 Barton Ave	Hourly	60%	N/A - Hourly	N/A - Hourly
131	228 Nightingale Trail	Hourly	50%	N/A - Hourly	N/A - Hourly
132	2770 S Ocean Blvd C14	Hourly	25%	N/A - Hourly	N/A - Hourly
133	300 S Ocean Blvd 3A	Hourly	50%	N/A - Hourly	N/A - Hourly
134	300 S Ocean Blvd 3B	Hourly	50%	N/A - Hourly	N/A - Hourly
135	316 Garden Road	Hourly	25%	N/A - Hourly	N/A - Hourly

TAB 4 - RECENT/CURRENT/PROJECTED WORKLOAD-STAFF ADEQUACY

	Project	Total Contract Fee	Percent Completed	Total Remaining Fees to be Paid to Firm	Uncompleted Amount of Contract
136	124 Australian Ave	Hourly	60%	N/A - Hourly	N/A - Hourly
137	126 S Ocean Blvd 2024	Hourly	75%	N/A - Hourly	N/A - Hourly
138	150 Bradley Pl, 408	Hourly	75%	N/A - Hourly	N/A - Hourly
139	214 Chilean Ave Unit K	Hourly	50%	N/A - Hourly	N/A - Hourly
140	216 Tradewind Dr	Hourly	25%	N/A - Hourly	N/A - Hourly
141	222 Royal Palm Way	Hourly	75%	N/A - Hourly	N/A - Hourly
142	335 Cocoanut Row	Hourly	60%	N/A - Hourly	N/A - Hourly
143	100 Sunrise Ave 423	Hourly	75%	N/A - Hourly	N/A - Hourly
144	2680 Aero Club Dr	Hourly	60%	N/A - Hourly	N/A - Hourly
145	529 S Flagler Dr 8 E (Kiyokawa)	Hourly	60%	N/A - Hourly	N/A - Hourly
146	1170 S Ocean Blvd	Hourly	60%	N/A - Hourly	N/A - Hourly
147	120 Sunset Ave 3E	Hourly	60%	N/A - Hourly	N/A - Hourly
148	12230 SE Dixie Hwy	Hourly	10%	N/A - Hourly	N/A - Hourly
149	218 Phipps Plaza	Hourly	75%	N/A - Hourly	N/A - Hourly
150	350 Seabreeze Ave	Hourly	50%	N/A - Hourly	N/A - Hourly
151	523 40th St	Hourly	25%	N/A - Hourly	N/A - Hourly
152	153 Kings Rd	Hourly	25%	N/A - Hourly	N/A - Hourly
153	195 Via Del Mar	Hourly	25%	N/A - Hourly	N/A - Hourly
154	2270 Ibis Isle Rd	Hourly	25%	N/A - Hourly	N/A - Hourly
155	246 Worth Avenue	Hourly	25%	N/A - Hourly	N/A - Hourly

TAB 4 - RECENT/CURRENT/PROJECTED WORKLOAD-STAFF ADEQUACY

	Project	Total Contract Fee	Percent Completed	Total Remaining Fees to be Paid to Firm	Uncompleted Amount of Contract
156	3 Hudson Ave	Hourly	75%	N/A - Hourly	N/A - Hourly
157	622 N Flagler Dr PH 4	Hourly	75%	N/A - Hourly	N/A - Hourly
158	100 Worth Court S	Hourly	60%	N/A - Hourly	N/A - Hourly
159	1198 N Ocean Way	Hourly	25%	N/A - Hourly	N/A - Hourly
160	124 Parc Monceau	Hourly	60%	N/A - Hourly	N/A - Hourly
161	150 Seminole Ave	Hourly	25%	N/A - Hourly	N/A - Hourly
162	360 El Brillo Way	Hourly	60%	N/A - Hourly	N/A - Hourly
163	3872 Shutterfly Way	Hourly	25%	N/A - Hourly	N/A - Hourly
164	70 Royal Poinciana Way P-40	Hourly	25%	N/A - Hourly	N/A - Hourly
165	936 N Lake Way	Hourly	60%	N/A - Hourly	N/A - Hourly
166	10 Tarpon Isle	Hourly	25%	N/A - Hourly	N/A - Hourly
167	124 Via Bethesda	Hourly	60%	N/A - Hourly	N/A - Hourly
168	1246 N Lake Way	Hourly	25%	N/A - Hourly	N/A - Hourly
169	214 Monroe Dr	Hourly	60%	N/A - Hourly	N/A - Hourly
170	2500 S Ocean Blvd 3A4	Hourly	25%	N/A - Hourly	N/A - Hourly
171	281 List Rd	Hourly	75%	N/A - Hourly	N/A - Hourly
172	2942 Blue Cypress Circ Lot 1	Hourly	50%	N/A - Hourly	N/A - Hourly
173	441 Australian Ave	Hourly	75%	N/A - Hourly	N/A - Hourly
174	8943 Kendale Pl	Hourly	75%	N/A - Hourly	N/A - Hourly

TAB 4 - RECENT/CURRENT/PROJECTED WORKLOAD-STAFF ADEQUACY

	Project	Total Contract Fee	Percent Completed	Total Remaining Fees to be Paid to Firm	Uncompleted Amount of Contract
175	100 Sunrise Ave Engineering	Hourly	10%	N/A - Hourly	N/A - Hourly
176	130 Sunrise Ave Elec Engineering	Hourly	5%	N/A - Hourly	N/A - Hourly
177	999 Indian Rd	Hourly	5%	N/A - Hourly	N/A - Hourly
178	100 Sunrise Ave Bldg 1 - Roof	Hourly	5%	N/A - Hourly	N/A - Hourly
179	11173 Turtle Beach Rd	Hourly	5%	N/A - Hourly	N/A - Hourly
180	113 Island Drive	Hourly	5%	N/A - Hourly	N/A - Hourly
181	1189 8th St	Hourly	5%	N/A - Hourly	N/A - Hourly
182	120 Beverly Rd	Hourly	5%	N/A - Hourly	N/A - Hourly
183	12555 Lyons Rd	Hourly	5%	N/A - Hourly	N/A - Hourly
184	12968 Indian Mound Rd	Hourly	5%	N/A - Hourly	N/A - Hourly
185	14289 Calypso Ln	Hourly	5%	N/A - Hourly	N/A - Hourly
186	15440 Emmelman Rd	Hourly	5%	N/A - Hourly	N/A - Hourly
187	17629 121st Terrace N	Hourly	5%	N/A - Hourly	N/A - Hourly
188	19551 Sky Hawk	Hourly	5%	N/A - Hourly	N/A - Hourly
189	201 Worth Ave	Hourly	5%	N/A - Hourly	N/A - Hourly
190	210 Gregory Rd	Hourly	5%	N/A - Hourly	N/A - Hourly
191	240 Royal Palm Way	Hourly	5%	N/A - Hourly	N/A - Hourly
192	262 Sunset Ave	Hourly	5%	N/A - Hourly	N/A - Hourly
193	2660 S Ocean Blvd 703 N	Hourly	5%	N/A - Hourly	N/A - Hourly

TAB 4 - RECENT/CURRENT/PROJECTED WORKLOAD-STAFF ADEQUACY

	Project	Total Contract Fee	Percent Completed	Total Remaining Fees to be Paid to Firm	Uncompleted Amount of Contract
194	2770 S Ocean Blvd 403 N	Hourly	5%	N/A - Hourly	N/A - Hourly
195	2842 Hurlingham Dr	Hourly	5%	N/A - Hourly	N/A - Hourly
196	307 Pilgrim Rd	Hourly	5%	N/A - Hourly	N/A - Hourly
197	310 Plantation Rd	Hourly	5%	N/A - Hourly	N/A - Hourly
198	333 Peruvian Ave	Hourly	5%	N/A - Hourly	N/A - Hourly
199	340 Royal Poinciana Way	Hourly	5%	N/A - Hourly	N/A - Hourly
200	400 Hibiscus Ave	Hourly	5%	N/A - Hourly	N/A - Hourly
201	5000 NE 27th Ave	Hourly	5%	N/A - Hourly	N/A - Hourly
202	5221 Laredo Way	Hourly	5%	N/A - Hourly	N/A - Hourly
203	6000 Glades Rd	Hourly	5%	N/A - Hourly	N/A - Hourly
204	612 Kanuga Dr	Hourly	5%	N/A - Hourly	N/A - Hourly
205	636 Lakewoode Cir	Hourly	5%	N/A - Hourly	N/A - Hourly
206	6885 N Ocean Blvd Apt 401-Demo	Hourly	5%	N/A - Hourly	N/A - Hourly
207	7201 Haverhill Business Pkwy	Hourly	5%	N/A - Hourly	N/A - Hourly
208	820 29th St	Hourly	5%	N/A - Hourly	N/A - Hourly
209	879 Cindy Dr - Shoemaker	Hourly	5%	N/A - Hourly	N/A - Hourly
210	5245 Cougar Prowl WAIT 4 GC	Hourly	25%	N/A - Hourly	N/A - Hourly
211	5380 N Ocean Dr 10D	Hourly	60%	N/A - Hourly	N/A - Hourly
212	239 Emerald Lane	Hourly	60%	N/A - Hourly	N/A - Hourly

TAB 4 - RECENT/CURRENT/PROJECTED WORKLOAD-STAFF ADEQUACY

Project		Total Contract Fee	Percent Completed	Total Remaining Fees to be Paid to Firm	Uncompleted Amount of Contract
213	336 Australian Ave	Hourly	60%	N/A - Hourly	N/A - Hourly
214	20223 Simone Dr	Hourly	90%	N/A - Hourly	N/A - Hourly
215	215 Dunbar Rd	Hourly	75%	N/A - Hourly	N/A - Hourly
216	100 Sunrise Ave Hardscape	Hourly	75%	N/A - Hourly	N/A - Hourly
217	1112 N M Street	Hourly	0%	N/A - Hourly	N/A - Hourly
218	1446 N Ocean Blvd	Hourly	0%	N/A - Hourly	N/A - Hourly
219	215 Arabian Rd	Hourly	0%	N/A - Hourly	N/A - Hourly
220	217 Bahama Lane	Hourly	0%	N/A - Hourly	N/A - Hourly
221	218 Royal Palm Way	Hourly	0%	N/A - Hourly	N/A - Hourly
222	221 Worth Ave Unit A Starts in May 25	Hourly	0%	N/A - Hourly	N/A - Hourly
223	230 Monterey Rd	Hourly	0%	N/A - Hourly	N/A - Hourly
224	264 S County Rd Bldg 1	Hourly	0%	N/A - Hourly	N/A - Hourly
225	601 N County Rd MEPs	Hourly	0%	N/A - Hourly	N/A - Hourly
226	2650 Sheltinham Dr	Hourly	0%	N/A - Hourly	N/A - Hourly
227	101 NE 13th Street	Hourly	0%	N/A - Hourly	N/A - Hourly
228	109 NE 13th Street	Hourly	0%	N/A - Hourly	N/A - Hourly
229	50 Cocoanut Row	Hourly	0%	N/A - Hourly	N/A - Hourly
230	12055 Turtle Beach Rd	Hourly	0%	N/A - Hourly	N/A - Hourly
231	1499 Yamato Road	Hourly	0%	N/A - Hourly	N/A - Hourly

TAB 4 - RECENT/CURRENT/PROJECTED WORKLOAD-STAFF ADEQUACY

	Project	Total Contract Fee	Percent Completed	Total Remaining Fees to be Paid to Firm	Uncompleted Amount of Contract
232	1801 N Flagler Dr 121	Hourly	0%	N/A - Hourly	N/A - Hourly
233	186 Bears Club	Hourly	0%	N/A - Hourly	N/A - Hourly
234	232 Colonial	Hourly	0%	N/A - Hourly	N/A - Hourly
235	2774 Blue Cypress Lane	Hourly	0%	N/A - Hourly	N/A - Hourly
236	32 Sabal Island Dr	Hourly	0%	N/A - Hourly	N/A - Hourly
237	3260 Meridian Parkway	Hourly	0%	N/A - Hourly	N/A - Hourly
238	3400 S Ocean Blvd 6C2	Hourly	0%	N/A - Hourly	N/A - Hourly
239	3440 S Ocean Blvd 5Fi	Hourly	0%	N/A - Hourly	N/A - Hourly
240	345 Brazilian Ave	Hourly	0%	N/A - Hourly	N/A - Hourly
241	4 El Bravo Way	Hourly	0%	N/A - Hourly	N/A - Hourly
242	404 Westwood Circle W	Hourly	0%	N/A - Hourly	N/A - Hourly
243	4461 161st Ter N (Eagle)	Hourly	0%	N/A - Hourly	N/A - Hourly
244	525 S Flagler Dr 27 A (Langworthy)	Hourly	0%	N/A - Hourly	N/A - Hourly
245	5719 S Flagler Dr	Hourly	0%	N/A - Hourly	N/A - Hourly
246	589 N County Rd	Hourly	0%	N/A - Hourly	N/A - Hourly

TAB 5 - PRIOR TOWN WORK AWARDED TO FIRM

Tew & Taylor has never been awarded work by the Town of Loxahatchee Groves.

TAB 6 - CAPABILITIES/SPECIFIC RELATED EXPERIENCE OF THE FIRM

Town of Longboat Key				
Patti Fige Building Official	501 Bay Isles Rd, Longboat Key, FL 34228	941-316-1966	N/A	pfige@longboatkey.org
Plan Review, Inspections, and Permitting		01/22/25 - Present		
Project Manager: Jack Rauch, Permit Technician: Dylan Calella, Plan Reviewers: Philip Charnock, Michael Mayall, Michael Tripp, Jack Fahey, Samuel Duke Bennett, Patrick Schneider, Michael Alexander, Mark Vasquez, Don Davis				
Primary		$446,655		

City of Gulfport				
Clark Steicher, Director	2401 53rd Street South Gulfport, Florida 33707	727-893-1020	N/A	cstreicher@mygulfport. us
Plan Review, Inspections, Building Official Services		03/03/2025 - Present		
Project Manager: Jack Rauch Plan Reviewers: Philip Charnock, Michael Mayall, Michael Tripp, Jack Fahey, Samuel Duke Bennett, Patrick Schneider, Michael Alexander, Mark Vasquez, Don Davis				
Primary		$112,530		

City of St. Petersburg				
Ricky Campbell, Deputy Building Official	One 4th St N, MSC- 8th Floor St. Petersburg, FL 33701	727-893-7127	N/A	ricky.campbell@stpete. org
Commercial and Residential Plan Review		03/03/2025 - Present		
Project Manager: Jack RauchPlan Reviewers: Philip Charnock, Michael Mayall, Michael Tripp, Jack Fahey, Samuel Duke Bennett, Patrick Schneider, Michael Alexander, Mark Vasquez, Don Davis, Zachary Fitz				
Primary		$400,000		

TAB 7 - KEY PROPOSED PROJECT TEAM PERSONNEL

Robert Perry	BUILDING CODE ADMINISTRATOR #BU1597 STANDARD INSPECTOR #BN5349 STANDARD PLANS EXAMINER #PX2902	Clearwater, FL
Philip Charnock	BUILDING CODE ADMINISTRATOR #BU382 BUILDING PLANS EXAMINER, #PBP1751 BUILDING INSPECTOR #BN1114	Crystal River, FL
Michael Mayall	BUILDING CODE ADMINISTRATOR #BU2138 BUILDING, MECHANICAL, ELECTRICAL, PLUMBING, MODULAR PLANS EXAMINER #SMP53 STANDARD PLANS EXAMINER #PX1700 BUILDING, MECHANICAL, ELECTRICAL, PLUMBING, MODULAR INSPECTOR #BN3847 #SMI86	West Palm Beach, FL
Michael Tripp	BUILDING CODE ADMINISTRATOR #BU1997 STANDARD PLANS EXAMINER #PX3645 STANDARD INSPECTOR #BN6663 RESIDENTIAL PLANS EXAMINER #RPX360	Lake Worth, FL
Jack Fahey	BUILDING CODE ADMINISTRATOR #BU1897 BUILDING PLANS EXAMINER #PX2966 RESIDENTIAL PLANS EXAMINER #RPX217 BUILDING, RESIDENTIAL, COASTAL INSPECTOR #BN5379	Clearwater, FL
Samuel Duke Bennett	BUILDING INSPECTOR #BN4927	West Palm Beach, FL
Patrick Schneider	ELECTRICAL INSPECTOR #BN9359 RESIDENTIAL INSPECTOR #PRI1402	West Palm Beach, FL
Michael Alexander	BUILDING CODE ADMINISTRATOR #BU2280 RESIDENTIAL PLANS EXAMINER #RPX393 PROVISIONAL COMMERCIAL MECHANICAL #PMI877 BUILDING INSPECTOR #BN7776 GENERAL CONTRACTOR #CGC1512653	Wesley Chapel, FL
Mark Vasquez	BUILDING PLANS EXAMINER #PX4575 BUILDING, ELECTRICAL INSPECTOR #BN8180 BUILDING CODE ADMINISTRATOR #BU2069	Seminole, FL
Marcus Winburn	Building Code Administrator #BU2122 Standard Inspector #BN7433 Standard Plans Examiner #PX4177 Residential Plans Examiner #RPX320	Alachua, FL
Don Davis	RESIDENTIAL, COASTAL, BUILDING, MECHANICAL, PLUMBING INSPECTOR #BN7023 BUILDING CODE ADMINISTRATOR #BU2115 RESIDENTIAL PLANS EXAMINER #RPX283 BUILDING, PLUMBING PLANS EXAMINER #PX3836	Lascassas, TN

Philip Charnock			
City of St. Petersburg	Ricky Campbell, Deputy Building Official	One 4th St N, MSC- 8th Floor St. Petersburg, FL 33701	727-893-7127
Residential and Commercial Plan Review, Residential, Multi-Family, Commercial, Plumbing, Mechanical, Electrical Inspecttions			
Specific Tasks: Residential and Commercial Plan Review		Construction Cost: N/A	
Prime		Change Orders: N/A	
Town of Longboat Key	Patti Fige, Building Official	501 Bay Isles Rd, Longboat Key, FL 34228	941-316-1966
Residential and Commercial Plan Review, Residential, Multi-Family, Commercial, Plumbing, Mechanical, Electrical Inspecttions			
Specific Tasks: Residential and Commercial Plan Review		Construction Cost: N/A	
Prime		Change Orders: N/A	
City of Gulfport	Clark Steicher, City Building Official	2401 53rd Street S Gulfport, Florida 33707	727-893-1020
Residential and Commercial Plan Review, Residential, Multi-Family, Commercial, Plumbing, Mechanical, Electrical Inspecttions			
Specific Tasks: Residential and Commercial Plan Review		Construction Cost: N/A	
Prime		Change Orders: N/A	

Michael Mayall			
City of St. Petersburg	Ricky Campbell, Deputy Building Official	One 4th St N, MSC- 8th Floor St. Petersburg, FL 33701	727-893-7127
Residential and Commercial Plan Review, Residential, Multi-Family, Commercial, Plumbing, Mechanical, Electrical Inspecttions			
Specific Tasks: Residential and Commercial Plan Review		Construction Cost: N/A	
Prime		Change Orders: N/A	
Town of Longboat Key	Patti Fige	501 Bay Isles Rd, Longboat Key, FL 34228	941-316-1966
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Prime		Change Orders: N/A	

Michael Tripp			
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Jack Fahey			
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Samuel Duke Bennett			
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Patrick Schneider			
City of St. Petersburg	Ricky Campbell, Deputy Building Official	One 4th St N, MSC- 8th Floor St. Petersburg, FL 33701	727-893-7127
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Specific Tasks: Residential and Commercial Plan Review		Construction Cost: N/A	
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Michael Alexander			
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Residential and Commercial Plan Review, Residential, Multi-Family, Commercial, Plumbing, Mechanical, Electrical Inspecttions			
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Specific Tasks: Residential and Commercial Plan Review		Construction Cost: N/A	
Prime		Change Orders: N/A	

Mark Vasquez			
City of St. Petersburg	Ricky Campbell, Deputy Building Official	One 4th St N, MSC- 8th Floor St. Petersburg, FL 33701	727-893-7127
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Residential and Commercial Plan Review, Residential, Multi-Family, Commercial, Plumbing, Mechanical, Electrical Inspecttions			
Specific Tasks: Residential and Commercial Plan Review		Construction Cost: N/A	
Prime		Change Orders: N/A	

Don Davis			
City of St. Petersburg	Ricky Campbell, Deputy Building Official	One 4th St N, MSC- 8th Floor St. Petersburg, FL 33701	727-893-7127
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City of Gulfport	Clark Steicher, City Building Official	2401 53rd Street South Gulfport, Florida 33707	727-893-1020
Residential and Commercial Plan Review, Residential, Multi-Family, Commercial, Plumbing, Mechanical, Electrical Inspecttions			
Specific Tasks: Residential and Commercial Plan Review		Construction Cost: N/A	
Prime		Change Orders: N/A	

TAB 9
Capability and Commitment to Meet Time, Quality and Budget Requirements

TEW AND TAYLOR HOLDINGS GROUP, INC.
Palm Beach, Florida

Financial Statements
As of December 31, 2024 and
for the year ended December 31, 2024

and Independent Accountant's Review Report Thereon

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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Stockholders
Tew and Taylor Holdings Group, Inc.
Palm Beach, Florida

We have reviewed the accompanying financial statements of Tew and Taylor Holdings Group, Inc., (Company), which comprise the balance sheet as of December 31, 2024, and the related statements of operations, changes in stockholders' equity and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP); this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with U.S. GAAP. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with U.S. GAAP.

Schneider Downs & Co., Inc.

Pittsburgh, Pennsylvania
March 14, 2025

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Suite 600
McLean, VA 21102
TEL 571.380.9003

TEW AND TAYLOR HOLDINGS GROUP, INC.

BALANCE SHEET
DECEMBER 31, 2024

ASSETS

CURRENT ASSETS	
Cash and cash equivalents	$ 341,880
Accounts receivable	137,079
Total Current Assets	478,959
OTHER ASSETS	
Goodwill, net	1,442,833
Operating lease right-of-use assets	256,759
Other assets	3,417
Total Other Assets	1,703,009
Total Assets	$ 2,181,968

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES	
Accounts payable	$ 2,308
Accrued expenses	243,684
Contract liabilities	8,360
Current portion of promissory notes	225,000
Current portion of operating lease liabilities	36,377
Total Current Liabilities	515,729
LONG-TERM LIABILITIES	
Promissory notes, net of current portion	1,200,000
Long-term operating lease liabilities	221,650
Total Long-Term Liabilities	1,421,650
Total Liabilities	1,937,379
STOCKHOLDERS' EQUITY	
Common stock (500 shares, authorized, issued and outstanding, no par value)	150,000
Retained earnings	94,589
Total Stockholders' Equity	244,589
	$ 2,181,968

See independent accountant's review report and notes to financial statements.

TEW AND TAYLOR HOLDINGS GROUP, INC.

STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2024

REVENUES	$ 1,637,320
DIRECT COSTS	
Salaries and wages	614,954
Other direct costs	39,890
Total Direct Costs	654,844
Gross Profit	982,476
OPERATING EXPENSES	
Payroll taxes, bonuses and benefits	290,512
Selling, general and administrative	234,048
Amortization	131,167
Total Operating Expenses	655,727
Income From Operations	326,749
OTHER (EXPENSE) INCOME	
Interest expense	(87,656)
Other income	5,568
Total Other Expense	(82,088)
Net Income	$ 244,661

See independent accountant's review report and notes to financial statements.

TEW AND TAYLOR HOLDINGS GROUP, INC.

STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2024

	Common Stock		Retained	Total Stockholders'
	Shares	Amount	Earnings	Equity
BALANCE, January 1, 2024	-	-	-	-
Issuance of common stock	500	$ 150,000	-	$ 150,000
Net income	-	-	$ 244,661	244,661
Distributions	-	-	(150,072)	(150,072)
BALANCE, December 31, 2024	500	$ 150,000	$ 94,589	$ 244,589

See independent accountant's review report and notes to financial statements.

TEW AND TAYLOR HOLDINGS GROUP, INC.

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2024

CASH FLOWS FROM OPERATING ACTIVITIES	
Net income	$ 244,661
Adjustments to reconcile net income to net cash provided by operating activities:	
Amortization of goodwill	131,167
Changes in assets and liabilities:	
Accounts receivable	(11,079)
Other assets	(3,417)
Contract liabilities	8,360
Accounts payable	2,308
Accrued expenses	243,684
Operating right-of-use assets and lease liabilities	1,268
Net Cash Provided By Operating Activities	616,952
CASH FLOWS FROM INVESTING ACTIVITIES	
Acquisition, net of amounts financed	(150,000)
CASH FLOWS FROM FINANCING ACTIVITIES	
Payments on promissory notes	(125,000)
Proceeds from issuance of common stock	150,000
Distributions	(150,072)
Net Cash Used In Financing Activities	(125,072)
Net Increase in Cash and Cash Equivalents	341,880
CASH AND CASH EQUIVALENTS	
Beginning of year	-
End of year	$ 341,880
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION	
Cash paid during the year for interest	$ 79,400

SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES

During the year ended December 31, 2024, the Company financed an acquisition with long-term promissory notes totaling $1,550,000 (Note 3).

During the year ended December 31, 2024, the Company obtained approximately $265,000 of right-of-use assets and lease liabilities.

See independent accountant's review report and notes to financial statements.

TEW AND TAYLOR HOLDINGS GROUP, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 1 - ORGANIZATION

Tew and Taylor Holdings Group, Inc., (the Company) was incorporated on December 7, 2023 and acquired substantially all the assets of Tew and Taylor, Inc., on March 1, 2024. The Company provides private construction inspections, plan review and permitting support to both residential and commercial clients. The Company has various locations in Florida and provides services throughout the state.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of significant accounting policies consistently applied by management in the preparation of the accompanying financial statements follows:

Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Management periodically evaluates estimates used in the preparation of the financial statements for continued reasonableness. Appropriate adjustments, if any, are made prospectively based on such periodic evaluation.

Cash and Cash Equivalents - The Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. All of the Company's cash is held by one financial institution. The Company maintains cash deposits that may at time exceed federally insured limits.

Accounts Receivable - Accounts receivable are stated at the amount management expects to collect from outstanding balances. The Company evaluates each customer's ability to pay through assessment of their creditworthiness, historical experience, an evaluation of economic conditions through a reasonable forecast period and the financial stability of customers. Management provides for probable uncollectable amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. There can be no assurance that actual results will not differ from estimates or that consideration of these factors in the future will not result in an increase or decrease to the allowance for credit losses. The Company regularly evaluates the collectability of accounts receivable and maintains reserves for expected credit losses. At December 31, 2024, there was no allowance for credit losses.

Fair Value Measurements - At December 31, 2024, the Company's financial investments consist primarily of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses and promissory notes. The carrying value of cash and cash equivalents, accounts receivable, accounts payable and accrued expenses approximates their fair value due to their short-term nature. The carrying value of promissory notes approximates fair value, since the interest rates are market-based.

Goodwill - Goodwill represents the excess of consideration transferred over the fair value of identifiable assets acquired and liabilities assumed in a business combination. The Company has adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2014-18, Business Combinations (Topic 805): Accounting for Identifiable Assets in a Business Combination (a consensus of the Private Company Council), which allows a private company to elect an accounting alternative for the recognition of certain identifiable assets acquired in a business combination. As a result, the Company does not recognize the following separate from goodwill in a business combination: (a) customer-related intangible assets, unless they are capable of being sold or licensed independently from the other assets of the business; and (b) noncompetition agreements.

TEW AND TAYLOR HOLDINGS GROUP, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Company has also adopted FASB ASU 2014-02, Intangibles - Goodwill and Other (Topic 350): Accounting for Goodwill (consensus of the Private Company Council), which permits privately held companies to amortize goodwill over periods not to exceed 10 years, and FASB ASU 2021-03, Intangibles - Goodwill and Other (Topic 350): Accounting Alternative for Evaluating Triggering Events (ASU 2021-03), which enables private companies to assess whether an event caused goodwill to become impaired as of the end of the reporting period. As a result, the Company amortizes goodwill over 10 years using the straight-line method and evaluates goodwill for impairment at the entity level at the end of the reporting period when a triggering event occurs that indicates the fair value of the entity might be below its carrying amount at the end of the reporting period. Management has determined that there were no triggering events and, accordingly, no impairment at December 31, 2024.

Leases - Pursuant to FASB ASU 2016-02, Leases (Topic 842), the Company determines whether a contract contains a lease at contract inception and classifies it as either finance or operating. A contract contains a lease if there is an identified asset and the Company has the right to control the asset. Operating lease right-of-use assets represent the Company's right to use an underlying asset for the lease term, and lease liabilities represent the Company's obligation to make lease payments arising from the lease. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term. Finance leases are generally those that allow the Company to substantially utilize or pay for the entire asset over its estimated useful life. Finance lease right-of-use assets are amortized on a straight-line basis over the shorter of the estimated useful lives of the assets or the lease term, with the interest component for lease liabilities included in interest expense and recognized using the effective interest method over the lease term. The Company did not have any finance leases during the year ended December 31, 2024.

Topic 842 allows lessees an option to not recognize right-of-use assets and lease liabilities arising from short-term leases. A short-term lease is defined as a lease with an initial term of 12 months or less. The Company has elected to not recognize short-term leases as right-of-use assets and lease liabilities. All payments related to short-term leases that are not included on the Company's balance sheet are recognized within lease expense. All significant leases that have an initial term of 12 months or less with an option for renewal are assessed in order to determine if the lease qualifies for the short-term lease exception. If the option is reasonably certain to be exercised, the lease does not qualify as a short-term lease.

Finance and operating lease right-of-use assets and lease liabilities are recognized at the commencement date based on the present value of the lease payments over the lease term. The Company's lease liabilities are recognized based on the present value of the remaining fixed-lease payments, over the lease term, using a discount rate. For the purpose of lease liability measurement, the Company considers only payments that are fixed and determinable at the time of commencement. Any variable payments are expensed as incurred. In determining the present value of the lease payments, the Company uses a risk-free rate of a period comparable with that of the lease term. The Company's lease terms may include options to extend or terminate the lease and are recognized when it is reasonably certain that the Company will exercise that option. Lease assets are tested for impairment in the same manner as long-lived assets used in operations.

Revenue Recognition - The Company has adopted FASB ASU 2014-09, Revenue from Contracts with Customers (Topic 606). Accordingly, the Company follows the five-step model as prescribed within Topic 606, which is to 1) identify the contract with a customer; 2) identify the performance obligations in the contract; 3) determine the transaction price; 4) allocate the transaction price to the performance obligations in the contract; and 5) recognize revenue when, or as, the entity satisfies the performance obligation.

TEW AND TAYLOR HOLDINGS GROUP, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Company recognizes revenue upon transfer of control of promised products or services to customers in an amount that reflects the consideration the Company expects to receive in exchange for those products or services. Substantially all of the Company's revenues are derived from inspection services and are recognized at a point in time when the customer obtains control of the asset, which is generally upon delivery and acceptance by the customer of the inspection report or analysis. The Company enters into contracts that can include various combinations of products and services, each of which are distinct and accounted for as separate performance obligations. Revenue is recognized net of allowances for discounts and any taxes collected from customers, which are subsequently remitted to governmental authorities.

Contract Assets and Liabilities - Based on the nature of the Company's contracts, the Company did not have any contract assets at January 1, 2024 or December 31, 2024. Contract liabilities consist of payments received before revenue is earned. Contract liabilities were $8,360 at December 31, 2024.

Revenue Disaggregation - The following table provides revenue disaggregation by type of service for the year ended December 31, 2024.

Inspection services	$	1,396,528
Permitting support		127,172
Plan review		113,620
	$	1,637,320

Income Taxes - The Company has elected to be taxed as an S Corporation. Since an S Corporation is not subject to income taxes, no provision for income taxes has been made in the accompanying financial statements. The taxable income or loss of the S Corporation, however, is includable in the individual income tax returns of its respective stockholders.

Expenses - Direct costs consist of technical and non-technical salaries and wages, subcontracted labor and other fees directly related to the satisfaction of performance obligations. All other operational expenses are included within operating expenses.

Advertising - The Company follows the policy of expensing its advertising costs as incurred. Advertising and marketing expenses were $8,239 for the year ended December 31, 2024.

Subsequent Events - The Company has evaluated subsequent events through March 14, 2025, which is the date these financial statements were available to be issued. There were no subsequent events that required recognition or disclosure in the financial statements.

NOTE 3 - ACQUISITION

On March 1, 2024, the Company entered into an agreement to purchase substantially all of the assets of Tew and Taylor, Inc., for a purchase price of $1,700,000. The purchase price was allocated to the assets acquired based on their relative fair values.

TEW AND TAYLOR HOLDINGS GROUP, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 3 - ACQUISITION (Continued)

The following is a summary of the estimated fair value of assets acquired at the date of acquisition:

Accounts receivable	$	126,000
Goodwill		1,574,000
Total assets acquired	$	1,700,000

NOTE 4 - GOODWILL

Goodwill consists of the following at December 31, 2024.

Goodwill	$	1,574,000
Less: Accumulated amortization		(131,167)
	$	1,442,833

Amortization expense for goodwill for the years subsequent to December 31, 2024 is as follows:

Year Ending December 31		Amount
2025	$	157,400
2026		157,400
2027		157,400
2028		157,400
2029		157,400
Thereafter		655,833
	$	1,442,833

NOTE 5 - REVOLVING LINE OF CREDIT

The Company has a credit agreement with a financial institution to provide a revolving line of credit, which provides for maximum borrowings of $100,000, and matured on February 1, 2025. In February 2025, the Company entered into an amended agreement increasing the capacity of the line to $250,000 with a maturity date of February 1, 2026. Outstanding borrowings bear interest at the Prime Rate (7.50% at December 31, 2024) and are payable monthly. The credit agreement is collateralized by substantially all assets of Company. There were no outstanding borrowings at December 31, 2024. The credit agreement contains various financial and nonfinancial covenants. The Company was in compliance with its debt covenants as of December 31, 2024.

TEW AND TAYLOR HOLDINGS GROUP, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 6 - LONG-TERM DEBT

The Company executed a promissory note with a related party on March 1, 2024 in the amount of $1,250,000 to fund the purchase of the assets of Tew and Taylor, Inc. The promissory note bears interest at 8.86% and is payable monthly. Annual principal payments of $125,000 are required to be made until the maturity date, which is ten years from the execution date. Principal prepayments on the note are permitted. The outstanding balance on the note was $1,125,000 at December 31, 2024.

The Company executed a non-interest-bearing promissory note with the sellers of Tew and Taylor, Inc., on March 1, 2024 in the amount of $300,000 to fund the purchase of the assets of Tew and Taylor, Inc. The note matures on March 1, 2027, and requires annual principal payments of $100,000 beginning on March 1, 2025. The promissory note provides the Company a right to offset any losses resulting from the purchase against the outstanding balance of the note. The outstanding balance of the note was $300,000 at December 31, 2024.

Aggregate maturities of all long-term debt are as follows:

Year Ending December 31		Amount
2025	$	225,000
2026		225,000
2027		225,000
2028		125,000
2029		125,000
Thereafter		500,000
	$	1,425,000

NOTE 7 - LEASES

The Company has operating leases related to office space with lease terms ranging from one to six years. The Company incurred lease expense of approximately $35,000, which consists of approximately $10,000 and $25,000 of operating lease cost and short-term lease cost, respectively, and is included within selling, general and administrative expenses on the accompanying statement of operations for the year ended December 31, 2024. The weighted-average remaining lease term and discount rates were as follows for the year ended December 31, 2024:

Weighted-average remaining lease term:	5.83 years
Weighted-average discount rates	4.22 %

TEW AND TAYLOR HOLDINGS GROUP, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 7 - LEASES (Continued)

As of December 31, 2024, estimated annual maturities of lease liabilities for the years ending December 31, 2025 and thereafter were as follows:

Year Ending December 31		Amount
2025	$	47,000
2026		48,000
2027		50,000
2028		51,000
2029		52,000
Thereafter		45,000
Total minimum lease payments		293,000
Less amounts representing interest		(35,000)
Present value of total lease liabilities	$	258,000

NOTE 8 - EMPLOYEE BENEFITS

Employees of the Company have the option to make voluntary contributions to their own individual retirement account. The Company provides matching contributions on voluntary contributions up to a maximum of 3% of eligible wages. During the year ended December 31, 2024, total employer contributions were $5,254.

NOTE 9 - COMMITMENTS AND CONTINGENCIES

The Company is subject to various claims and legal proceedings covering a wide range of matters that arise in the ordinary course of its business activities. The Company maintains insurance programs to limit its exposure to such lawsuits and claims. The Company believes that any liability that might ultimately result from the resolution of these matters will not have a material effect on the financial condition, results of operations or cash flows of the Company.

TAB 10 - OVERALL UNDERSTANDING & METHODOLOGY

APPROACH TO ACHIEVING IDENTIFIED TASKS

Tew & Taylor offers a highly qualified team of professionals with decades of experience in plan review, building inspections, and permitting support. Our team brings significant value to municipalities by streamlining residential and commercial permitting processes, reducing project delays, and ensuring full code compliance.

Customer service is a top priority at Tew & Taylor. We understand the importance of clear communication, responsiveness, and reliability when working with municipal staff, contractors, and the public. Our team is committed to providing courteous, professional support that reflects positively on the jurisdictions we serve.

Our licensed specialists hold multiple State of Florida certifications across all major trades—including building, mechanical, electrical, and plumbing—and are deeply familiar with both current and legacy construction techniques. Their expertise spans structural, civil, MEP systems, roofing, paving, life safety, and finish systems, allowing for comprehensive and accurate assessments during inspections and plan reviews.

With a strong foundation in regulatory knowledge, field experience, and construction oversight, our team acts as an extension of the municipalities we serve—ensuring each project moves forward with efficiency, clarity, and accountability.

UNDERSTANDING OF SCOPE

Tew & Taylor understands that the Town is currently seeking inspection services for residential and commercial projects across all trades, with the potential for future plan review and permitting support. Based on our extensive municipal experience, we are fully prepared to support this scope and scale as needed.

A. Inspections

Our licensed inspectors are qualified to perform building, mechanical, electrical, and plumbing inspections in accordance with the current Florida Building Code. Each inspector holds active State of Florida certifications and brings a minimum of four years of field experience.

We understand that inspectors may be asked to:

- Perform routine and complaint-based inspections
- Document findings in written reports
- Coordinate with Town staff, contractors, engineers, and residents

Tew & Taylor has deep experience working directly with municipal leadership, and our inspectors understand the importance of representing the Town with professionalism and responsiveness.

B. Plan Review (As Needed)

Should the Town elect to engage Tew & Taylor for plan review services, our certified reviewers are ready to assist. Our team is capable of reviewing plans for all trades, both in-person and remotely, ensuring compliance with the Florida Building Code and applicable Town ordinances.

We are prepared to:

- Conduct timely, code-compliant reviews
- Enter and manage data within the Town's permitting software
- Communicate clearly with applicants and internal departments
- Attend staff meetings and collaborate with Town personnel

C. Permitting Support (As Needed)

Tew & Taylor can also provide qualified permitting technicians to assist with intake, routing, application tracking, and customer support. Our technicians are experienced in:

- Managing both physical and digital permit workflows
- Communicating with contractors, residents, and staff
- Entering and maintaining records in permitting software systems

As the Town's needs evolve, Tew & Taylor can scale our support accordingly—offering consistent, professional service across inspections, plan review, and permitting functions.

METHODOLOGY AND LOGISTICS

At Tew & Taylor, our approach begins with a clear understanding of each client's goals, operational preferences, and contractual requirements. We prioritize communication and alignment at the outset to ensure our services integrate seamlessly with the Town's existing workflows.

Our inspectors and plan reviewers have extensive experience performing municipal inspections and plan reviews across Florida.

TAB 10 - OVERALL UNDERSTANDING & METHODOLOGY

They know what to look for on-site and follow standardized procedures and documentation protocols to ensure consistency, accuracy, and timely completion.

To maintain uniformity, we utilize proprietary reporting templates across all projects. For the Town of Loxahatchee Groves, our inspection workflow would follow this structure:

1. Inspection requests are assigned by the Town to Tew & Taylor permitting staff.
2. Tew & Taylor permitting staff will assign inspections to our inspectors.
3. Inspections are conducted within 1-3 days depending on the type of inspection.
4. Completed inspection reports are submitted promptly for upload into the Town's permitting system.

"Our proactive approach involves identifying potential oversights and preemptively resolving issues to prevent them from escalating into delays and rework once plans have been submitted or the project has broken ground. Our clients receive timely feedback from their assigned reviewer to address any comments promptly, and our support team is available to answer any process or status questions."

This streamlined approach allows us to maintain high availability and quick response times—often completing inspections and returning documentation within hours of assignment.

To enhance the quality of our assessments, we may request:

- Historical data or permit history for the property
- A primary point of contact familiar with the site
- Clarification on how the Town intends to use the assessment results

This ensures we deliver actionable, tailored insights. If needed, we can provide compiled summary reports—such as joint needs spreadsheets outlining building conditions and repair items—in hard copy or in digital formats (PDF, Word, or Excel).

Tew & Taylor's structure, responsiveness, and commitment to precision make us a reliable partner in maintaining code compliance and operational efficiency across municipal projects.

SYSTEMS, TOOLS & TECHNIQUES

To ensure projects are delivered on time, with the highest quality, and within budget, we utilize a combination of established project management software, internal reporting protocols, and auditing procedures:

1. **PROJECT MANAGEMENT – BUILDERTREND** We utilize Buildertrend as our primary project management system. This platform allows us to manage scheduling, workload allocation, document control, and communication in real time. Buildertrend provides a transparent, centralized system where tasks are tracked against timelines and budgets, enabling proactive identification and resolution of potential delays.
2. **TIME AND MILEAGE TRACKING** Field staff are required to log time and mileage through standardized reporting protocols. This ensures accurate allocation of labor hours to each project, supports accountability, and prevents cost overruns.
3. **QUALITY CONTROL PROCEDURES** We employ structured review and audit procedures for inspections and plan reviews. Internal checklists are utilized to confirm code compliance and accuracy before submission. Peer review processes are used where appropriate to minimize errors and maximize consistency.
4. **BUDGET AND COST MANAGEMENT** Direct costs (labor and pre-approved expenses) are tracked through Quickbooks and reconciled regularly against the general ledger. Buildertrend provides real-time visibility into labor utilization and progress against contract milestones, ensuring early detection of potential variances.
5. **REPORTING AND AUDITING** Municipal clients receive clear, timely reporting on service delivery metrics. Internal audits are conducted to verify accuracy in time reporting, mileage claims, and service outcomes. These practices create a closed-loop feedback system that reinforces accountability and continuous improvement.

In summary, by leveraging Buildertrend as our central project management platform, combined with structured reporting, auditing, and quality control procedures, we provide municipalities with the confidence that services will be delivered efficiently, accurately, and cost-effectively.

ATTACHMENT "A"

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Palm Beach

Jack Rauch being first duly sworn, deposes and says that:

1. PROPOSER is the Jack Rauch - President,
(Owner, Partner, Officer, Representative or Agent)

2. PROPOSER is fully informed respecting the preparation and contents of the attached qualifications package and of all pertinent circumstances respecting such qualifications.

3. Such Qualification Package is genuine and is not a collusive or sham Qualification Package.

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Qualification Package or any other PROPOSER, or to fix any overhead, profit, or cost element of the RFQ Price or the RFQ Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Qualification Package are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any other of its agents, representatives, owners, employees or parties in interest.

By Jack Rauch

Sworn to and subscribed before me on this 20 day of August, 2025 by Jack Rauch who [X] is personally known to me or who [ ] has presented the following type of identification: _____.

Isabella Wheeler
Signature of Notary Public, State of Florida

Isabella Wheeler
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Council Number ( )

ISABELLA WHEELER
Notary Public, State of Michigan
County of Ionia
My Commission Expires 12/31/30
Acting in the County of Palm Beach

[X] DID take an oath, or [ ] DID NOT take an oath.

ATTACHMENT B

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_✓_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the

public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Jack Rauch
(Signature)

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn to and subscribed before me on this 20 day of August, 2025 by Jack Rauch

_____who X is personally known to me or who ☐ has presented the following type of identification: _____

_____.

Isabella Wheeler
Signature of Notary Public, State of Florida

Isabella Wheeler
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Council Number

ISABELLA WHEELER
Notary Public, State of Michigan
County of Ionia
My Commission Expires 12/31/30
Acting in the County of Palm Beach

ATTACHMENT C

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

7. Your firms Drug-Free Workplace Policy must be attached to this executed form and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER'S Signature

Jack Rauch
(Print or Type Name)

ATTACHMENT D

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF PALM BEACH §

Before me, the undersigned authority, personally appeared affiant Jack Rauch, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the Town OF Loxahatchee Groves, Palm Beach County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional architect and engineering services and is entering into an agreement with the Town of Loxahatchee Groves, Palm Beach County, Florida to provide professional services for a project known as RFQ #_____, _____.

3. That the undersigned firm has furnished the Town of Loxahatchee Groves, Palm Beach County, Florida, a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the Town of Loxahatchee Groves entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the Town of Loxahatchee Groves entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the Town of Loxahatchee Groves determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

Tew + Taylor Holdings Group
Name of Firm

Jack Rauch
By: President

The foregoing instrument was acknowledged before me by Jack Rauch
who has produced _____as identification or is personally known to me.

WITNESS my hand and official seal in the Stare of County last aforesaid this 20 day of August, 2025.

(SEAL)
Signature

ISABELLA WHEELER
Notary Public, State of Michigan
County of Ionia
My Commission Expires 12/31/30
Acting in the County of Palm Beach

Isabella Wheeler
Isabella Wheeler
Notary Name (typed or printed)

Title or Rank

EXHIBIT "E"

CONFLICT OF INTEREST STATEMENT

This Request for Qualifications is subject to the conflict-of-interest provisions of the policies and Code of Ordinances of the Town of Loxahatchee Groves, the Palm Beach County Code of Ethics, and the Florida Statutes. The Offeror shall disclose to the Town of Loxahatchee Groves any possible conflicts of interests. The Offeror's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the TOWN OF LOXAHATCHEE GROVES.

CHECK ALL THAT APPLY.

[✓] To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ due to any other clients, contracts, or property interests.

[✓] To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in the policies and Code of Ordinances of the Town of Loxahatchee Groves, as amended from time to time.

[✓] To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

[✓] To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR RESPONSE OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

Tew + Taylor Holdings Group
Company

Authorized Signature

Jack Rauch - President
Printed Name, Title

ATTACHMENT "F"

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Jack Rauch, on behalf of Tew + Taylor Holdings Group (hereinafter, the "Proposer"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Proposer has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Proposer is not on the Scrutinized Companies that Boycott Israel List nor is the Proposer engaged in a boycott of Israel.
3. If awarded a contract, the Proposer agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Proposer agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Proposer is not on the Scrutinized Companies with Activities in Sudan List.
2. The Proposer is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Proposer is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Proposer agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Proposer agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

PROPOSER:

By: Jack Rauch Date: 8/20/2025

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before this 20 day of August, 2025, by Jack Rauch, who is the President of Tew + Taylor Holdings Group, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
Printed Name of Notary Isabella Wheeler
My Council expires: 12/31/30

ISABELLA WHEELER
Notary Public, State of Michigan
County of Ionia
My Commission Expires 12/31/30
Acting in the County of Palm Beach

EXHIBIT G CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER-TIER COVERED TRANSACTIONS

"Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed $25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a Successful Proposer or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment*: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
- *Ineligible or Ineligibility*: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

INSTRUCTIONS FOR CERTIFICATION

1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower-tier participant agrees by signing or certifying and submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by signing or certifying and submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Tew + Taylor Holdings Group
Contractor Name

Jack Rauch
Name

President
Title

Signature

8/20/25
Date

Exhibit H **CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The firm shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned, on behalf of the firm, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the firm understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Tew + Taylor Holdings Group
Firm Name

Signature of Firm's Authorized Official

Jack Rauch - President
Name and Title of Contractor's Authorized Official

8/20/25
Date

ATTACHMENT I **AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: §§ 287.138(2)(a), and 287.138(4)(a) Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes) 287.138(4)(a) Florida Statutes)

3. Entity is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), 287.138(4)(a) Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2) and 2.88.007(3), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2) and § 288.007, Florida Statutes)

6. *(Only applicable if purchasing real property)* Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1) and 692.203(6)(a)1, Florida Statutes)

7. *(Only applicable if purchasing real property)* Entity is in compliance with all applicable requirements of Sections 692.202,(purchase of agricultural land), 692.203, (purchase of real property on or around military installations or critical infrastructure facilities), and 692.204, (purchase or acquisition of real property by the People's Republic of China), Florida Statutes. (Source 692.202(5)(a)2, 692.203(6)(a)2 Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes).

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: August 20, 2025 Signed: _____

Entity: Tew + Taylor Holdings Group Name: Jack Rauch

Title: President

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20 day of August, 2025, by Jack Rauch, as President for Tew+Taylor Holdings Group, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Isabella Wheeler My Council expires: 12/31/30

ISABELLA WHEELER
Notary Public, State of Michigan
County of Ionia
My Commission Expires 12/31/30
Acting in the County of Palm Beach

ATTACHMENT "J" **AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

STATE OF FLORIDA
COUNTY OF PALM BEACH

Jack Rauch **[individual's name]**

Before me this day personally appeared as the President **[title], of** Tew+Taylor Holdings Group **, a company authorized to do business in the State of Florida, who,**

being duly sworn, deposes and says:

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of Tew+Taylor Holdings Group.
3. Tew+Taylor Holdings Group does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 20 day of August 2025 by Jack Rauch [individual's name], as the President [title] of Tew+Taylor Holdings Group, a company authorized to do business in the State of Florida, who is ☒ personally known to me or ☐ who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Tew+Taylor Holdings Group, to the same.

Isabella Wheeler
Notary Public Signature

Notary Seal:

Print Name: Isabella Wheeler

My Council expires: 12/31/30

ISABELLA WHEELER
Notary Public, State of Michigan
County of Ionia
My Commission Expires 12/31/30
Acting in the County of Palm Beach

ATTACHMENT K **PROPOSER CERTIFICATION AND SIGNATURE PAGE**

The undersigned attests to his (her, their) authority to execute this Qualification Package and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all the work required of the Proposer in the Contract.

2. The facts stated in the Proposer's response pursuant to this Request for Qualifications are true and correct in all respects.

3. The Proposer has read and complied with, and submits their qualifications agreeing to all the requirements, terms and conditions as set forth in the Request for Qualifications.

4. Proposer certifies that he or she has not divulged, discussed, or compared his or her Qualification Package with other proposers and has not colluded with any other proposer or parties to a Qualification Package whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the Town vendor list(s).

5. **Proposer understands that if a team is shortlisted and selected to be interviewed and /or to make oral presentations to the EC and/or the Council, only the team members evaluated in the written submissions may be present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. Any changes to the team at the oral presentations/interviews shall result in that team's disqualification.**

6. The undersigned certifies that if the firm is selected by the Town, the firm will not withdraw their qualifications Qualification Packages for a period of ninety (90) days after qualification closing and will negotiate in good faith to establish an agreement.

7. Proposer understands that all information listed above may be checked by the Town and Proposer authorizes all entities or persons listed in this Request for Qualifications Qualification Package to answer all questions. Proposer hereby indemnifies the Town and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

8. The offeror and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the Town;

9. The proposal constitutes an offer to the Town which shall remain open, irrevocable and unchanged for one hundred and twenty (120) days after proposal opening and will negotiate in good faith to establish a Lease Agreement;

10. That the offeror shall indemnify, defend and hold harmless the Town, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this RFQ.

11. That pursuant to § 287.133, Fla. Stat., the offeror is not a person or affiliate on the convicted vendor list subject to the prohibitions stated therein and may lawfully respond to this RFQ and may lawfully accept an award if selected; and,

12. Representations by Submittal of Qualifications. By submitting Qualifications, the firm warrants, represents, certifies, and declares that:
    A. Person(s) designated as principal(s) of the firm are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

B. The Qualifications are submitted without connection, coordination or cooperation with any other persons, company, firm or party submitting Qualifications, and that the Qualifications are, in all respects, true and correct without collusion or fraud.
C. The firm understands and agrees to all elements of the RFQ unless otherwise indicated or negotiated, and that the RFQ and all federally required contract provisions (see Exhibit I and Addendum I attached hereto and incorporated herein) shall become part of any contract entered into between the Town and the firm.
D. By signing and submitting Qualifications, firm certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof (1) are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and (2) are not in violation of any federal lobbying laws.
E. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit Qualifications to the Town for 36 months following the date of being placed on the convicted firm list. The firm certifies that submittal of its Qualifications does not violate this statute.
F. Pursuant to section 287.135, Florida Statutes, the firm is not participating in a boycott of Israel, 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 the firm does not have business operations in Cuba or Syria.
G. The firm recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the firm may suffer from the disclosure or submittal of its Qualifications to third parties.

Submitted on this 20 day of August, 2025.

Please check one: ✓ Individual _____ Partnership _____ Non-incorporated Organization

Isabella Wheeler
Witness

Witness

Henry Rauch
Printed

Tew + Taylor Holdings Group
Company

Signature

Jack Rauch
Printed Name, Title

(If a corporation, affix seal)

Incorporated under the laws of the State of (if applicable) Florida.

TEW&TAY-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (M... 2/26/2025

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

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

PRODUCER License # L108561 EMAR Associates Inc 221 Southern Blvd West Palm Beach, FL 33405	CONTACT NAME: PHONE (A/C, No, Ext): (561) 223-6062 FAX (A/C, No): E-MAIL ADDRESS: dhamby@emarinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Covington Specialty Insurance Company — 13027
INSURED Tew & Taylor Holdings Group 359 S County Rd 201 Palm Beach, FL 33480	INSURER B : CNA — 20494
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			VAA972008 00	3/21/2024	3/21/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A			WC 7 38759125	3/13/2025	3/13/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

Tew and Taylor Holdings Group
John Rauch, President

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
TEW AND TAYLOR HOLDINGS GROUP, INC

Filing Information

Document Number	P23000084573
FEI/EIN Number	99-0753218
Date Filed	12/07/2023
Effective Date	12/07/2023
State	FL
Status	ACTIVE

Principal Address

625 N Flagler Dr
Unit 506
West Palm Beach, FL 33401

Changed: 05/14/2025

Mailing Address

625 N Flagler Dr
Unit 506
West Palm Beach, FL 33401

Changed: 05/14/2025

Registered Agent Name & Address

RAUCH, JOHN A
625 N Flagler Dr
Unit 506
West Palm Beach, FL 33401

Address Changed: 05/14/2025

Officer/Director Detail

Name & Address

Title P

RAUCH, JOHN A
625 N Flagler Dr
Unit 506
West Palm Beach, FL 33401

Title Officer

Rauch, Henry
625 N Flagler Dr
Unit 506
West Palm Beach, FL 33401

Annual Reports

Report Year	Filed Date
2024	02/05/2024
2025	05/14/2025

Document Images

05/14/2025 -- ANNUAL REPORT	View image in PDF format
02/05/2024 -- ANNUAL REPORT	View image in PDF format
12/07/2023 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

SECTION 37 - SUBMITTAL PACKAGE

QUALIFICATION PACKAGES FORM COVER PAGE CHECKLIST; THIS SHOULD BE THE FIRST PAGE OF YOUR QUALIFICATION PACKAGES

RFQ NAME: General Planning Services, Engineering Development Services and Building Inspection and Plans Review Services RFQ NO: # 01-2025

COMPANY NAME: Florida Technical Consultants, LLC PHONE NO: 954-914-8488

✓	1.	Submit One (1) Original, One (1) Flash Drive + Fifteen (15) photocopies of this Qualification Packages
✓	2.	Bid Form/Bid Qualification Packages Certification: **Carefully read *all* Bid Documents and properly complete the Bid Form and execute the certification.** (*Failure to properly complete and sign this document shall cause the Bid Qualification Packages to be rejected as non-responsive.)*
✓	3.	Qualification Statement: Complete and sign the Bidder's Qualification Statement. (Failure to properly complete and sign this document shall cause the Bid Qualification Packages to be rejected as non-responsive.)
✓	4.	Letter of Transmittal
✓	5.	Attachment A Non-Collusion Affidavit
✓	6.	Attachment B Public Entity Crime Statement
✓	7.	Attachment C Drug Free Workplace form
✓	8.	Attachment D Truth in Negotiations Affidavit
✓	9.	Attachment E Conflict of Interest Form
✓	10.	Attachment F Scrutinized Companies Certification Form
✓	11.	Attachment G Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
✓	12.	Attachment H Certification Regarding Lobbying
✓	13.	Attachment I Affidavit of Compliance with Foreign Entity Laws
✓	14.	Attachment J Affidavit of Compliance with Anti-Human Trafficking Laws
✓	15	Attachment K Proposer Certification and Signature Page

Submit this portion of the Request for Qualifications as your firms Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the Town to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the Town.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the Town in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the Town to reject the qualifications package, and if after the award, to cancel and terminate the award and/or contract.

Responses to Tab #'s 1-12 should not exceed 50 pages. Points may be deducted for Responses that exceed fifty (50) pages. Insurance Forms, Town Forms and Licenses are not included in the page count.

James Barton P.E., President
Florida Technical Consultants, LLC
2240 Woolbright Rd. Suite 400
Boynton Beach, FL 33426
Tel: (954) 914-8488
Email: jbarton@fltechinc.com
www.fltechinc.com

Statement of Qualifications
For
Development Engineering Services

In Response to:
Town of Loxahatchee Groves
Request for Qualifications (RFQ) #01-2025
General Planning Services, Engineering Development Services and Building Inspection and Plans Review Services

Submitted by:
Florida Technical Consultants, LLC

Submitted To:

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33407

Due Date:
August 28th, 2025

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Tab #1 – Successful Proposer Profile

Florida Technical Consultants, LLC (FTC) is a Civil Engineering and Land Use Planning consulting firm offering specialized GIS (Geographic Information Systems) consulting services to governmental agencies and private companies in Palm Beach and the surrounding counties in Central and South Florida. FTC has been in business since January 2014 and is set up as a Limited Liability Company (LLC) under the state of Florida. The firm maintains a current status on the Engineering Business Registry under the Florida Department of Business & Professional Regulation (DBPR) and has obtained pre-qualification as a Professional Consultant under Florida's CCNA (Consultants Competitive Negotiation Act) for many municipalities and government agencies in Florida. These include Pembroke Pines, Cooper City, Deerfield Beach, Marathon, Miami Gardens, Hollywood, and North Miami Beach. FTC has also obtained SBE/CBE certifications for Palm Beach County, the City of West Palm Beach, Broward County and SFWMD. FTC's main office is located at 2240 Woolbright Rd. Suite 400, Boynton Beach, FL 33426. The firm's President and Principal Contact is James Barton, P.E. He can be reached at Tel: (954) 914-8488, Email: jbarton@fltechinc.com. FTC's FEIN is 47-1886339 .

FTC utilizes project management software (Project Manager) and Quickbooks as a job cost account system to track direct and indirect project costs. Job cost reconciliation and the utilization of time and expense reports are carried out in line with standard accounting procedures and practices. FTC maintains professional business insurance per the requirements of this RFQ which is included under Tab #12. Our turnaround time for written responses from the Town is typically a maximum of 24 hours with a 3-day advance notice for Town meetings. We can however accommodate a shorter notice period if needed. FTC has had no bankruptcy petitions (voluntary or involuntary) filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past ten (10) years. In addition, FTC has no criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants nor has our firm, its principals, officers or predecessor organization(s) ever been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years (see attached forms in Tab #11). We also confirm that we will not knowingly hire or employ unauthorized alien workers per the provisions of the Immigration and Nationality Act.

Tab #2 - Letter of Transmittal

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33407

Re: Statement of Qualifications - **Development Engineering Services**

In Response To: REQUEST FOR QUALIFICATIONS (RFQ) #01-2025 for GENERAL PLANNING SERVICES, ENGINEERING DEVELOPMENT SERVICES AND BUILDING INSPECTION AND PLANS REVIEW SERVICES

To Whom It May Concern:

Florida Technical Consultants, LLC (FTC) is pleased to provide this Statement of Qualifications for **Development Engineering Services** in response to your REQUEST FOR QUALIFICATIONS (RFQ) #01-2025 for GENERAL PLANNING SERVICES, ENGINEERING DEVELOPMENT SERVICES AND BUILDING INSPECTION AND PLANS REVIEW SERVICES. FTC is a Civil Engineering and Land Use Planning consulting firm offering specialized GIS (Geographic Information Systems) consulting services to governmental agencies and private companies in Palm Beach and the surrounding counties in Central and South Florida.

The Civil Engineering consulting services offered by FTC focus on the computerized mapping, modeling, inspection, and asset management of water, sewer, reclaimed and storm water utility systems utilizing GIS (Geographic Information Systems) computer software. FTC also offers land use planning services that are primarily focused on the computerized mapping, digital transformation, land planning processes, and plan and regulation development in local governments using advanced GIS software. These services include permit and site plan review, planning report writing, zoning and landscape inspections, preparation of review documents and reports, participation in staff meetings, and creating presentation graphics for public meetings. In addition, FTC can also provide clients with a wide range of additional GIS services covering many municipal and private business applications. FTC is an ESRI Silver Business Partner with an ArcGIS Online Specialty and has completed large GIS based utility projects with Cooper City, Boynton Beach Utilities, South Martin Regional Utilities, the Solid Waste Authority of Palm Beach County, and the Coral Springs Improvement District.

As the President of FTC, I have been a licensed and practicing Professional Engineer in the South Florida region continuously for the past 20 years. I am the firm's primary contact and am authorized to make representations for and enter contracts on behalf of FTC. I believe the information presented in this Statement of Qualifications will demonstrate to you in detail the scope of the GIS consulting services we offer. Please feel free to contact me at your convenience if you have any questions or if you require additional information.

Sincerely,

James Barton, P.E. President
Florida Technical Consultants LLC
2240 Woolbright Rd. Suite 400, Boynton Beach, FL 33426
Tel: (954) 914-8488, Email: jbarton@fltechinc.com

Tab #3 – Reference Check

Florida Technical Consultants LLC (FTC) welcomes any and all reference checks. Furthermore we acknowledge the Town of Loxahatchee Groves' right to contact any of the firms listed in this Statement of Qualifications or to call any entity to check past performance whether listed in the Qualification Packages or not.

Tab #4 - Recent/Current/Projected Workload

Number of Staff: **7**

Engineers: **2**
Licensed General Contractor: **1**
GIS Analysts: **3**
Field Inspectors: **1**

Project	Total Contract Fee	Percent Completed	Remaining Fees	Uncompleted Amount
Coral Springs Improvement District	$145,440	74%	$37,814	$37,814
City of Marathon Utilities Department	$80,000	53%	$37,600	$37,600
Village of Palm Springs GIS Department	$60,000	5%	$57,000	$57,000
City of Pembroke Pines Utilities Department	$100,000	71%	$29,000	$29,000
City of Hollywood Utilities Department	$153,600	14%	$132,096	$132,096

Total Number of Professional and Technical Staff: **7**

Total $ Per Staff: **$41,930**

Tab #5 – Prior Town Work Awarded to Firm

FTC has never worked for nor been awarded any work by the Town of Loxahatchee Groves so this section is NON APPLICABLE.

Tab #6 – Capabilities/Specific Related Experience of the Firm

Client #1

Ronald L. Bolton, Executive Director
Gasparilla Island Water Association
P.O. Box 310, Boca Grande, FL 33921-0310
Tel: 954-593-3823 Email: ron@mygiwa.com
Project Dates: Sept. 2014 to present
Contract Award Value: $360,000

Project Summary: FTC converted the City CAD Atlas to GIS. ArcGIS Applications were developed, and the staff was trained to inventory and field verify features. Systems included water and sewer.

Client #2

Waneya Bryant, Manager of Asset Management Systems
City of Boynton Beach Utilities Department
124 E. Woolbright Rd., Boynton Beach, FL 33435
Phone: 561-742-6427, Fax: 561-742-6090 Email: bryantw@bbfl.us
Project Dates: Dec. 2016 to March 2022
Contract Award Value: $150,000.00

Project Summary: FTC created a GIS data set to support modeling of the potable water, sanitary sewer, reclaimed water and stormwater systems. Several sources of existing data were merged and topologically cleaned for snapping and node creation. Elevations were extracted and used to populate nodes. In addition, ArcGIS applications were developed and the client's staff were trained to inventory and field verify the various systems' features.

Client #3

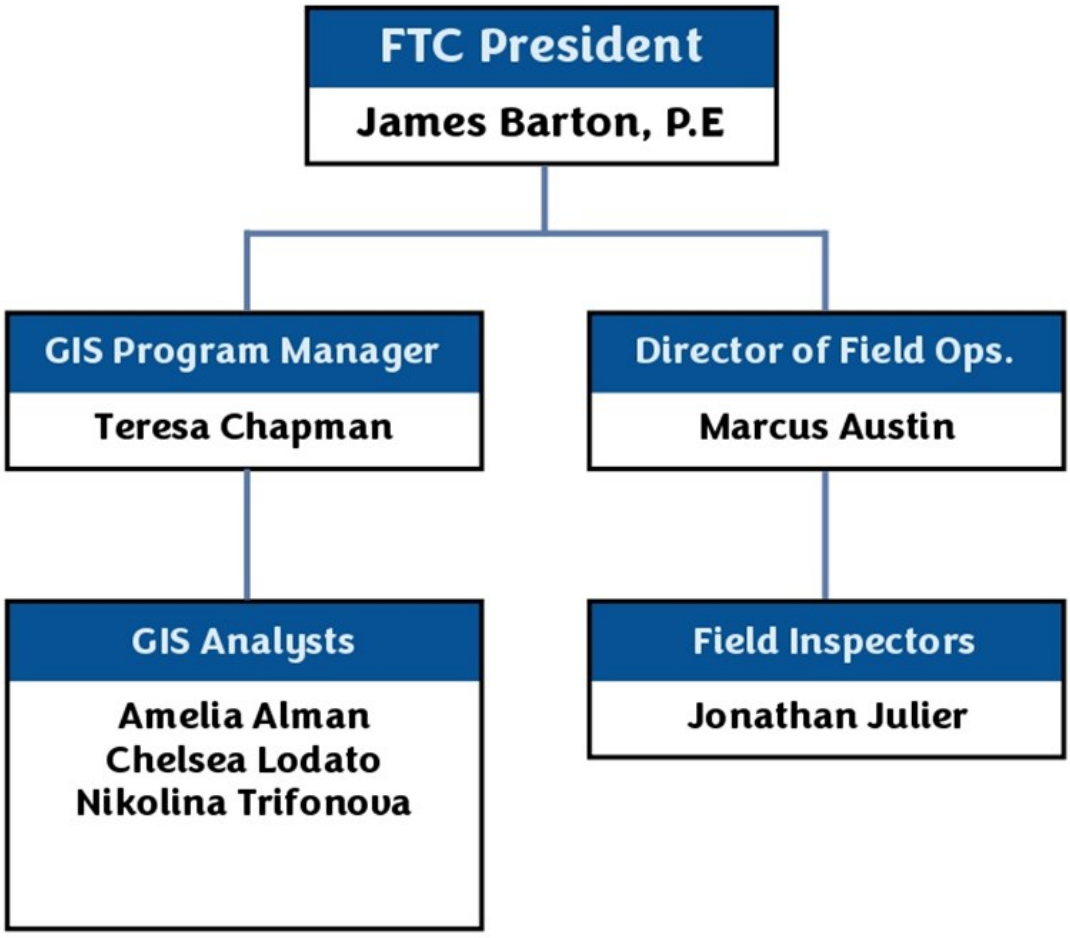
Joe Stephens, Utilities Director
Coral Springs Improvement District (CSID)
10300 NW 11th Manor, Coral Springs, FL 33071
Phone: 954-753-0380 Email: joes@csidfl.org
Project Dates: Oct. 2015 to present
Contract Award Value: $40,000.00

Project Summary: FTC provided the client with data setup services and training so that the client's staff was able to collect and input their data directly into their GIS program. In addition, FTC's services included mapping of water main breaks with a density analysis being carried out to prioritize replacement. Also staff was trained in the use of ArcGIS for both field and desktop applications.

Tab #7 – Key Proposed Project Team Personnel

The following organization chart shows the proposed principal FTC staff with their individual qualifications, who will perform work as required if the firm is awarded a contract. All staff are available immediately and work from out of our main Boynton Beach office.

Florida Technical Consultants



Tab #7 – Key Proposed Project Team Personnel

James Barton, P.E. President

Project Role: Principal and Project Manager

Professional Summary: James is the primary project contact for FTC and provides all project management functions, program development, GIS utility data build and on-site training. His background experience covers all program components with 32 years experience in engineering design and project management of water, sanitation and stormwater programs. These include water resources, infrastructure, rehabilitation, GIS implementation, environmental engineering, utilities and road construction. James has routinely integrated GIS technology with engineering, developing software tools to assist in system modeling, design, and construction administration. His specialty is training for people specializing in utilities, public works and engineering as well as providing training for people with fire, police and city and county administrations.

Professional Certifications and Education:
- B.Sc. Civil Engineering, Queen's University, Kingston, Ontario, Canada - 1990
- Professional Engineer, State of Florida, 2003 (#59257)
- ESRI Authorized GIS Trainer
- LEED Accredited Professional

Teresa Chapman GIS Program Manager

Project Role: Project Manager

Professional Summary: Teresa has over 10 years of engineering and GIS implementation experience. In her capacity as Program Manager with FTC, she has utilized GIS in real-world engineering situations to improve informational management and decision support for both clients and their engineers. Teresa supports the data collection, tracking and analysis functions of her team for multiple municipalities and has performed utility design, permitting, bidding assistance and construction administration services throughout her career. She also has experience in water resources, sanitary sewer systems, infrastructure rehabilitation, and road construction and continues to expand her knowledge base.

Professional Certifications and Education:
- B.Sc. Ocean Engineering, Florida Atlantic University, Boca Raton, FL - 2010
- InfoWater Training Certificate
- Stormwater Management Inspector
- MOT

Tab #7 – Key Proposed Project Team Personnel

Marcus Austin Director of Field Operations

Project Role: Project Manager

Professional Summary: Marcus is a seasoned leader in the construction and infrastructure industry with over 35 years of hands-on experience managing high-value municipal projects across South Florida. As Director of Field Operations at FTC, he has previously overseen the planning, design, and construction of more than $500 million in infrastructure improvements, including water, sewer, drainage, and public facilities. Marcus is especially known for leading complex, multi-jurisdictional projects through permitting, design, and delivery—always on time and within budget. Marcus integrates GIS technology to enhance project oversight, streamline workflows, and empower field teams to adopt innovative, data-driven practices. A decisive and respected project leader, he brings strategic vision, technical depth, and a results-driven approach to every challenge.

Professional Certifications and Education:

- A. Sc. Civil Engineering, Hudson Valley Community College, Troy, NY - 1987
- General Contractor's License #1506546, State of Florida, 2003
- OSHA Authorized Construction Trainer #20-0108686
- LEEDs Accredited Professional
- MS4 / NPDES Inspector Trainer #249 for DEP
- NPDES Inspector #4293 for DEP
- FDOT: accredited Bridge construction, Foundations, Storm Drainage; MOT Work zone Traffic Control:
- Water Distribution System Operator Level II
- CTQP Earthwork Construction Inspection Level 1 & Level 2B.Sc.

Amelia Alman

Project Role: GIS Analyst

Professional Summary: Born and raised in Brooklyn, NY, Amelia Alman attended Eugene Lang College at The New School in New York City and graduated in 2020 with a bachelor's degree in Urban Studies and a minor in Temporary Environments. Through her educational and professional career, she has had the opportunity to work with NYC School Construction Authority, NYC Housing Authority, The Friends of the Brooklyn Queens Connector and St. Nick's Alliance. Currently, she is a GIS Analyst at Florida Technical Consultants.

Professional Certifications and Education:

- B.Sc. Urban Studies, minor in Temporary Environments The New School, New York, NY - 2020
- Associates Degree in Liberal Arts - Bard High School Early College, New York, NY - 2017
- Intern - St. Nick's Alliance - 2019
- Fellow - The Brooklyn Queens Connector (BQX) - 2019
- Intern - AECOM & The School Construction Authority - 2017
- Affiliations APA membership, PA Chapter
- Certifications GLUE Capstone Research Award - 2019 for Research transportation alternatives (Barcelona & Amsterdam)

Tab #7 – Key Proposed Project Team Personnel

Chelsea Lodato

Project Role: GIS Analyst

Professional Summary: As a recent graduate from Florida Atlantic University with a degree in Civil Engineering, Chelsea brings a fresh perspective and strong foundation in engineering principles to her role as a GIS Analyst at Florida Technical Consultants. She is eager to apply her theoretical knowledge in a practical setting and is dedicated to contributing innovative ideas while continuously expanding her knowledge in GIS. She is enthusiastic about leveraging her education to drive impactful solutions in her dynamic role.

Professional Certifications and Education:
- BS Civil Engineering, Florida Atlantic University, Boca Raton, FL - 2023
- Certificate in Undergraduate Research, Florida Atlantic University, Boca Raton, FL - 2023

Nikolina Trifonova

Project Role: GIS Analyst

Professional Summary: Nikolina graduated with a Masters of Water Supply and Sewage Engineering and has over 7 years of engineering experience. She has worked extensively with Civil Engineering projects including Autocad drafting and design, water and wastewater system design, pump and pumping design and contraction, and wastewater treatment projects. Her most recent work involves utilizing GIS (Geographic Information System) software to carry out projects including asset management, data management for utilities, hydraulic modeling, and developing service line inventories for utilities.

Professional Certifications and Education:
- Masters of Water Supply and Sewage Engineering, (MA) - July 2017
- University of Architecture, Civil Engineering and Geodesy - Sofia, Bulgaria
- Certified in AutoCad - 2010

Jonathan Julier

Project Role: Field Inspector

Professional Summary: Jonathan is a Field Inspector with 3 years of experience. He is experienced with GIS based Construction Information Management tools developed by FTC to track construction quantities. He has been attending Broward College for Construction Administration. During his projects he has excelled at using GIS to track and quantify field information.

Professional Certifications and Education:
- Broward Community College - Construction Management, 2023 - Present
- FAA Licensed Drone Pilot
- OSHA Certified
- SFWMD Wildlife Training

Tab #8 – RFQ Team Staffing Experience

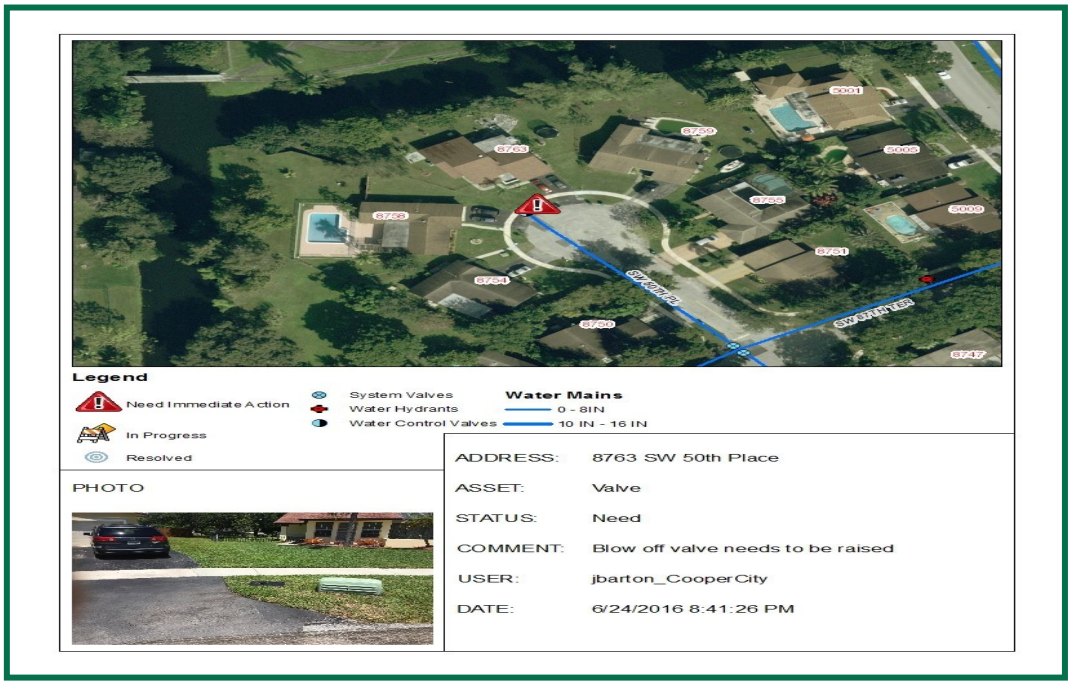
The following is a sampling of some of the major projects completed by FTC which demonstrate our experience and expertise. James Barton, P.E. is the firm's Project Manager for all of the listed projects. Other staff worked in varying capacities on these projects depending on the individual client's requirements and the project's needed expertise.

Project Experience

A sampling of some of the major projects completed by FTC which demonstrate its experience and expertise is as follows:

Cooper City Utility Department
Address: 11791 SW 49th St., Cooper City, Florida 33330
Phone: 954-434-5519, Fax: 954-680-3159
Contact Person: Raj Verma, Utilities Director
Email: rverma@coopercityfl.org
Project Dates: Oct. 2014 - present
Contract Award Value: $200,000.00

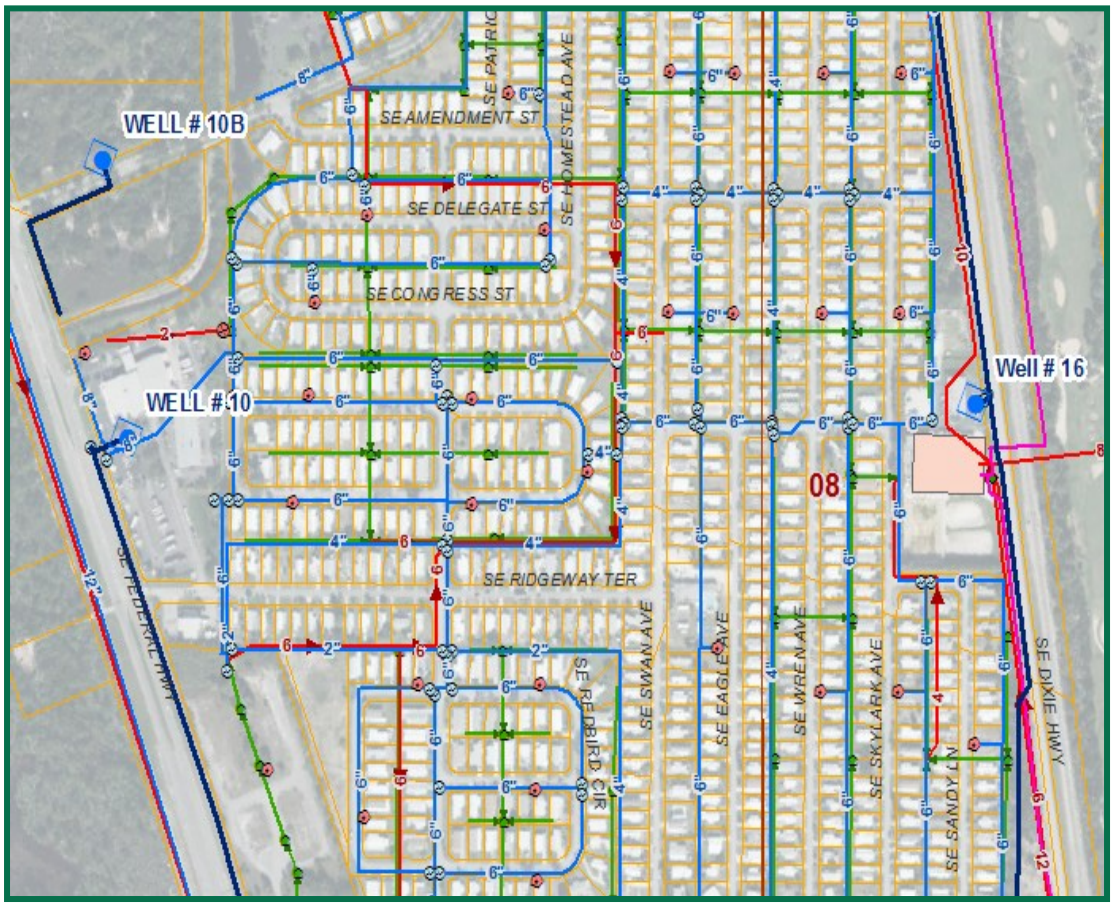
Project Summary: This is a large and ongoing project in which FTC converted Cooper City's entire CAD Atlas to GIS. The systems included are water, sewer and drainage. In addition, FTC has set up geometric networks which were run for valve isolation and capacity analysis. Other activities included coordinating hydrant labels for the Fire Department and tracking the progress of the contractor who was responsible for the ongoing valve turning contract. Online ArcGIS applications were also developed and Cooper City's Utilities' staff was trained to update and verify features as well as track emergency utility repairs.



Tab #8 – RFQ Team Staffing Experience

South Martin Regional Utility (SMRU)
Address: 9000 SE Athena St, Hobe Sound, FL 33455
Phone: 772-284-4205, Fax: 772-546-6378
Contact Person: Dave Thomas, Operations Manager
Email: dthomas@tji.martin.fl.us
Project Dates: May 2015 to present
Contract Award Value: $115,000.00

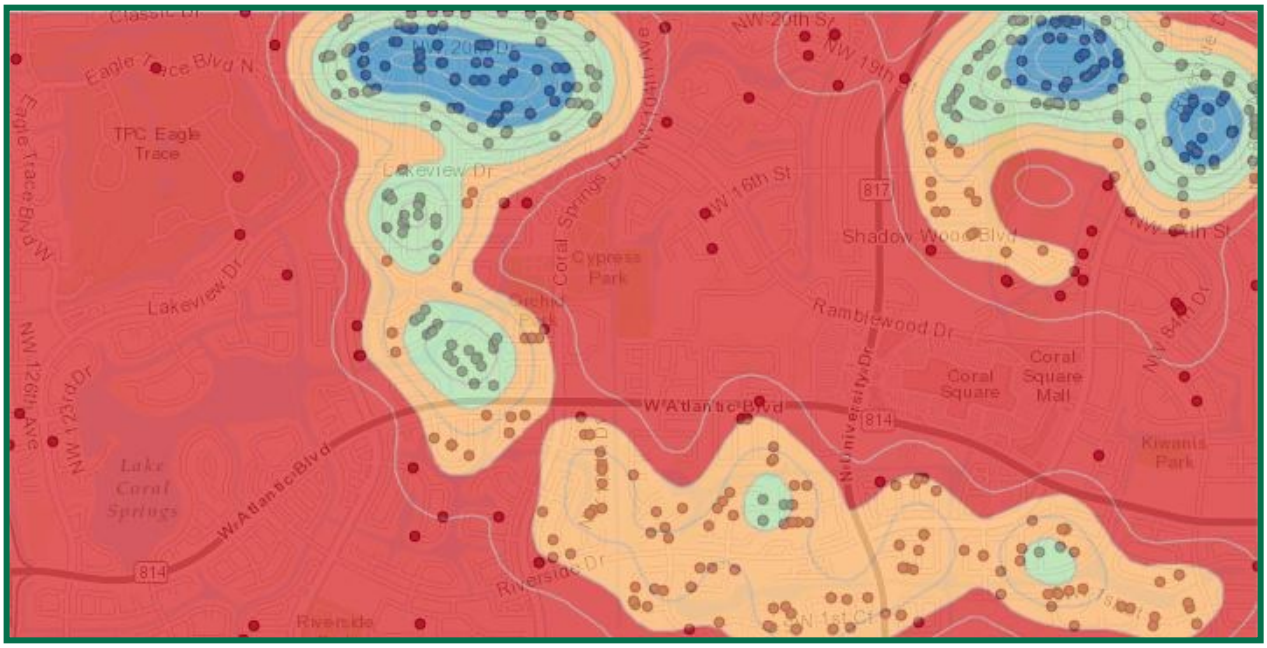
Project Summary: For this project FTC converted the client's entire utility Atlas to GIS which included both water and sewer systems. The process was complicated by the fact that some of the existing CAD parcel data was incorrect which in cases necessitated field verification. To facilitate this field verification FTC developed mobile apps in ArcGIS in order to validate the data in the field.



Tab #8 – RFQ Team Staffing Experience

Coral Springs Improvement District (CSID)
Address: 10300 NW 11th Manor, Coral Springs, FL 33071
Phone: 954-753-0380
Contact Person: Joe Stephens, Utilities Director
Email: joes@csidfl.org
Project Dates: Oct. 2015 to present
Contract Award Value: $40,000.00

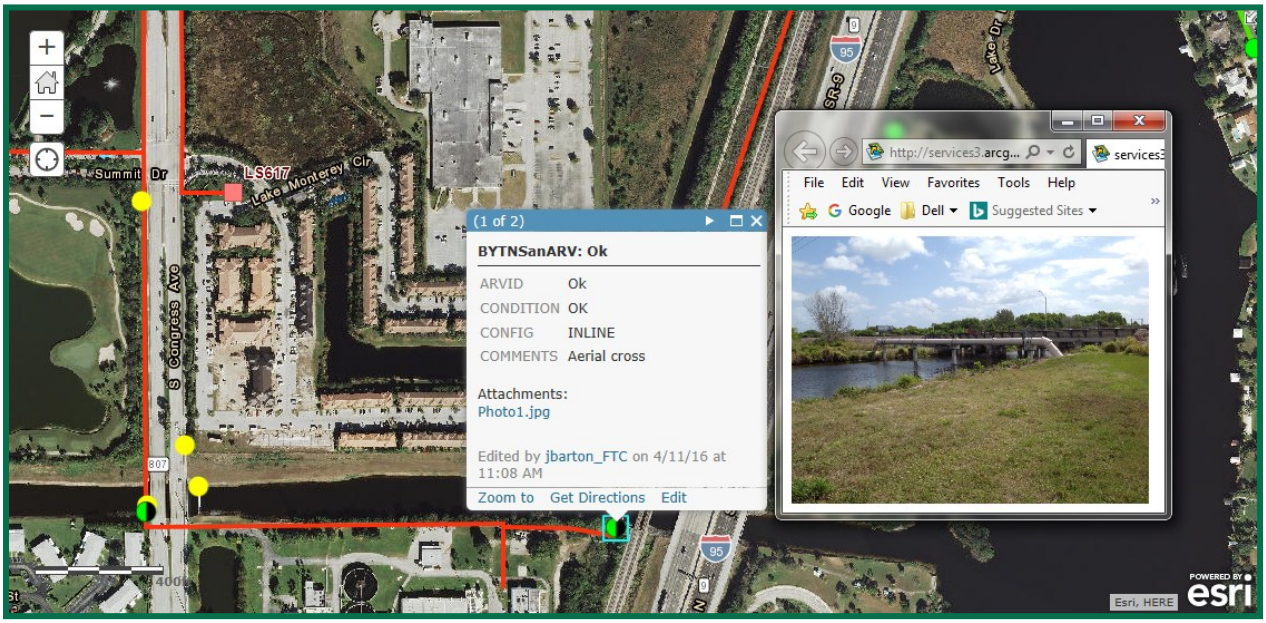
Project Summary: FTC provided the client with data setup services and training so that the client's staff was able to collect and input their data directly into their GIS program. In addition, FTC's services included mapping of water main breaks with a density analysis being carried out to prioritize replacement. Also staff was trained in the use of ArcGIS for both field and desktop applications.



Tab #8 – RFQ Team Staffing Experience

City of Boynton Beach Utilities Department
Address: 124 E. Woolbright Rd., Boynton Beach, FL 33435
Phone: 561-742-6403, Fax: 561-742-6090
Contact Person: Waneya Bryant, Manager of Asset Management Systems
Email: bryantw@bbfl.us
Project Dates: Dec. 2016 to March 2022
Contract Award Value: $150,000.00

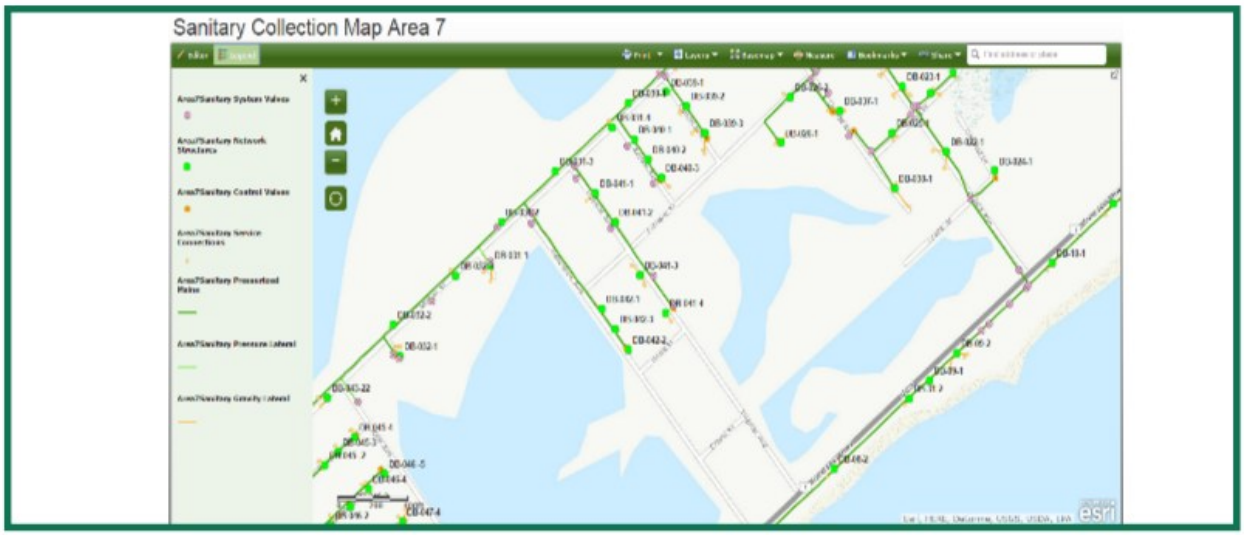
Project Summary: FTC created a GIS data set to support modeling of the potable water, sanitary sewer, reclaimed water and stormwater systems. Several sources of existing data were merged and topologically cleaned for snapping and node creation. Elevations were extracted and used to populate nodes. In addition, ArcGIS applications were developed and the client's staff were trained to inventory and field verify the various systems' features.



Tab #8 – RFQ Team Staffing Experience

City of Marathon Utilities Department
Address: 9805 Overseas Highway, Marathon, Florida 33050
Phone: 305-703-0033
Contact Person: George Garrett, City Manager
Email: garrettg@ci.marathon.fl.us
Project Dates: Sept. 2017 - Dec. 2017
Contract Award Value: $100,000.00

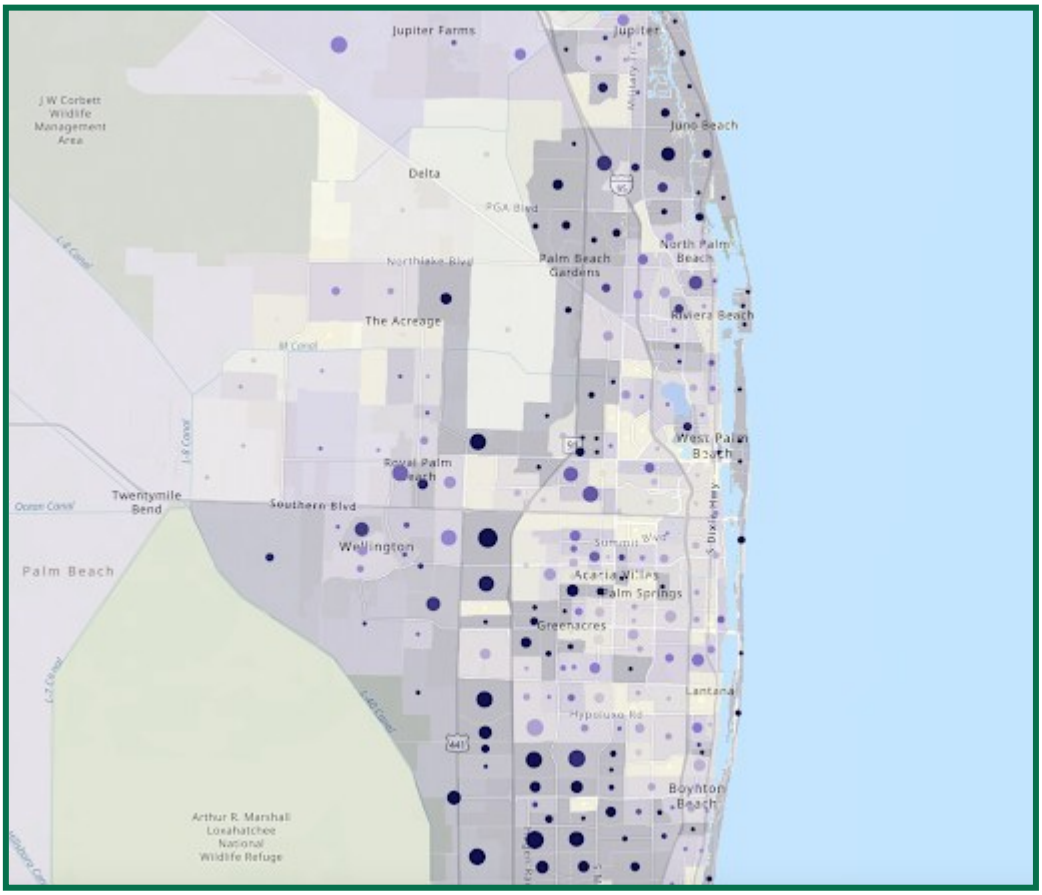
Project Summary: FTC worked extensively with the City of Marathon on post hurricane assessment and recovery after the catastrophic hurricane Irma hit the Florida Keys in 2017. FTC working along with the City's staff utilized the Federal Emergency Management Agency's (FEMA) Substantial Damage Estimator (SOE) tool and integrated this tool with GIS to carry out hurricane damage assessments and plan recovery operations in Marathon. The system linked assessor's tax parcel numbers, address information, aerial four-dimensional photos (both pre- and post-disaster) and permit information. Teams which included a community code enforcement officer or city planner and a FEMA employee then used iPads pre-loaded with the SOE tool to make an assessment of the damaged structure. Utilizing GIS along with FEMA's SOE tool was an effective way of reporting substantial damage information and allowed communicating interactively with people in the office.



Tab #8 – RFQ Team Staffing Experience

Solid Waste Authority of Palm Beach County (SWA)
Address: 7501 N. Jog Road West, Palm Beach, FL 33412
Phone: 561-640-4000, Fax: 561-640-3400
Contact Person: Josephine Rudd, GIS Director
Email: jrudd@swa.org
Project Dates: Sept. 2020 to present
Contract Award Value: $50,000.00

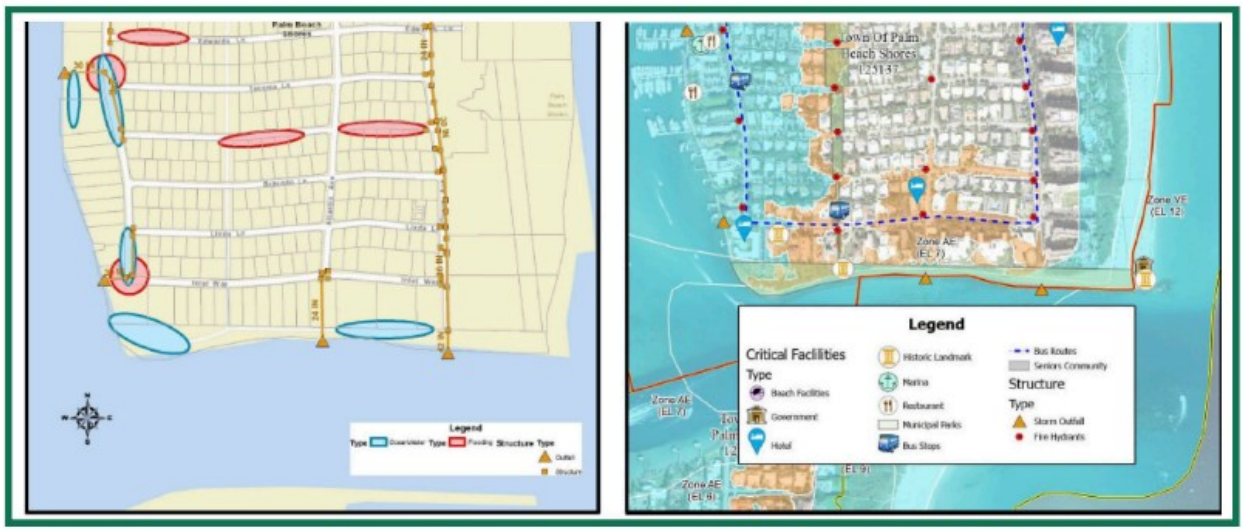
Project Summary: For this project FTC converted the client's entire utilities CAD Atlas to GIS while working as a subcontractor for another company. The utility systems which were converted to GIS included the water, sewer, drainage, leachate, electrical, and gas well monitoring systems. Several methods were also used to map well monitoring values in order to visualize trends. FTC is now training SWA staff in converting CAD drawings to GIS and in maintaining the overall GIS systems.



Tab #8 – RFQ Team Staffing Experience

Town of Palm Beach Shores
Address: 247 Edwards Lane, Palm Beach Shores, FL 33404
Phone: 561-844-3457, Fax: 561-863-1350
Contact Person: Alan Welch, Public Works Director
Email: awelch@pbstownhall.org
Project Dates: Sept. 2014 to present
Contract Award Value: $50,000.00

Project Summary: FTC was the Town Engineer supporting many initiatives focused on stormwater improvements. The first was an engineering project installing 42 inch stormwater pipes along East Ocean Ave., removing a system bottleneck and eliminating a serious flooding issue. FTC then inventoried and created GIS data for all Town infrastructure. This data was used to create Stormwater Master Plan components and support a Vulnerability Assessment for future grants.



Tab #9 – Capability and Commitment to Meet Time, Quality and Budget Requirements

FTC currently employs 7 full time Engineers, GIS Analysts and Inspectors to carry out the firm's workload of the GIS based consulting projects. The following is a listing of some of the major projects which FTC is currently working on as the Prime contractor.

Client: City of Riviera Beach
Project Value: $148,620
Status: 80% complete

Client: Coral Springs Improvement District
Project Value: $145,440
Status: 74% complete

Client: City of Marathon
Project Value: $80,000
Status: 53%

Client: Village of Palm Springs
Project Value: $60,000
Status: 5% complete

Client: City of Pembroke Pines
Project Value: $100,000
Status: 71% complete

Client: City of Hollywood
Project Value: $153,600
Status: 14% complete

FTC also has a large number of small clients due to the nature of the GIS consulting services which FTC provides. Most of the projects which FTC works on are ongoing projects which update yearly as municipal budgets are generated. FTC's workload is certainly substantial, however any projects initiated for the Town of Loxahatchee Groves would be given the highest priority in particular during the start up phase. FTC has the capabilities and is committed to meeting all time, quality and budget requirements of the project. In the event FTC's workload surpassed current levels, new staff would be brought on board to handle this additional work. FTC does not usually employ subcontractors nor is this anticipated to change.

The Civil Engineering consulting services offered by FTC are primarily focused on the computerized mapping, modeling, inspection and asset management of municipal utility and infrastructure systems utilizing the GIS computer software. These systems include potable water systems, gravity sewer systems, sewer force mains, reclaimed water systems, storm water systems and various other municipal infrastructure. FTC also provides low resolution engineering services for project design, construction, and inspection for these same systems which are based on these GIS applications along with a wide range of additional GIS services covering many municipal and private business applications. FTC is an ESRI Silver Business Partner with an ArcGIS Online Specialty and has completed large GIS based utility projects with Cooper City, Boynton Beach Utilities, South Martin Regional Utilities, the Solid Waste Authority of Palm Beach County, and the Coral Springs Improvement District in South Florida. In addition, FTC's land use planning services are primarily focused on the computerized mapping, digital transformation, land planning processes, and plan and regulation development in local governments using advanced GIS software. These services include permit and site plan review, planning report writing, zoning and landscape inspections, preparation of review documents and reports, participation in staff meetings, and creating presentation graphics for public meetings.

Tab #9 – Capability and Commitment to Meet Time, Quality and Budget Requirements

FTC always strives to become part of the client's "team" which maximizes the use of the client's existing resources and provides a seamless integration of the GIS projects. FTC brings to the table a highly skilled team which includes a Florida licensed Professional Engineer and trained GIS Specialists along with support staff to fulfill and support the requirements of all of its clients. FTC trusts that you will find that it has the capabilities and expertise to provide you with the GIS based Civil Engineering consulting services that you require.

FTCis a financially stable company with the resources and capabilities to complete the proposed project types. Our financial information is currently being audited and certified as per the requirements of this RFQ and will be forwarded under a separate package once available. The following is a summary of FTC's financial background:

Confidential

Florida Technical Consultants, LLC Financial Information

Florida Technical Consultants has shown a profit each year since their inception in the year, 2014. We have not incurred in or become involved in any bankruptcies.

There is no prior or pending litigation or investigation, either civil or criminal, involving a governmental agency towards FTC or any of its employees.

There are no current or prior complaints (both substantiated and inconclusive) filed with any governmental agency against the Proposer or any of its employees.

Florida Technical Consultants - DUNS # 064237293

Bank Reference: Wells Fargo - Phone # 800-869-3557
Address: Post Office Box 6995, Portland OR 97228-9704

The following information is available upon request:

FTC Balance Sheets for the years 2024

FTC Profit & Loss Statements for the years 2024

FTC Statement of Cash Flow for the years 2024

FTC Florida Technical Consultants, LLC will provide any additional information requested to reflect the wellbeing of FTC.

James Barton, P.E., LEED AP
President
Florida Technical Consultant, LLC

February 26, 2025

Tab #10 – Overall Understanding and Methodology

The primary focus of FTC as a Civil Engineering and Land Use Planning consulting firm is in offering specialized consulting services utilizing GIS in the following areas:

- **Computerized Land Use Planning using advanced GIS software.**
- **GIS for Utility Operations, Maintenance and Asset Management**
- **Master GIS Planning, Modeling and Engineering Studies**
- **Post Hurricane and Disaster Recovery Damage Assessment with GIS**
- **GIS applications for Capital Improvement Project Development**
- **Engineering GIS Data Development and Updating**
- **Engineering Design and Permitting utilizing GIS software**
- **Construction Inspection Services with GIS support**

The accompanying descriptions show the services FTC offers, the methodology behind these services, and how GIS data is central to the management of assets and information within municipal utilities, planning and engineering departments.

Computerized Land Use Planning using advanced GIS software

FTC's land use planning services are primarily focused on the computerized mapping, digital transformation, land planning processes, and plan and regulation development in local governments using advanced GIS software. These services include permit and site plan review, planning report writing, zoning and landscape inspections, preparation of review documents and reports, participation in staff meetings, and creating presentation graphics for public meetings. FTC also provides comprehensive planning services for digital zoning and 3D mapping, smart cities, census demographic analysis, sustainable development, and community engagement based on these GIS applications.

GIS for Utility Operations, Maintenance and Asset Management

FTC can effectively implement GIS tools and develop GIS applications to provide essential support to all types of utility projects' field operations. Since the field staff are so critical to operations, FTC focuses on developing the capacity and capabilities of these teams. Some of the specific areas where FTC can develop and implement GIS applications are as follows:

- Water System operations tracking including valve turning, hydrant replacement, meter replacement, water testing, and outage management.
- Sanitary System lift station condition assessments, gravity main lining projects and blockages/overflow monitoring.
- Stormwater flood areas mapping, 3-D surface modeling and NPDES tracking.
- Public Works management including asphalt condition analysis, sidewalk planning and maintenance, and ADA management.
- Utility map inventory
- As Built access from mobile devices.
- Treatment Plant facilities mapping.
- Public parks and community rating system applications.

Tab #10 – Overall Understanding and Methodology

Master GIS Planning, Modeling and Engineering Studies

GIS data is now the standard platform for managing engineering data for master planning, modeling and other types of engineering studies. FTC is very experienced at GIS based planning and modeling software for water, sewer and stormwater applications with additional types of system analysis being available using the GIS software's built-in tools. FTC can assemble these different GIS tools into a common platform which provides a robust program management capability. FTC can create Dashboards which provide real time tracking of programs and project status. These allow Utility managers and field staff to review system analytics and intuitively gather information about the system being monitored. This information can then be used for planning purposes as well as permitting and regulatory reporting requirements.

Post Hurricane and Disaster Recovery Damage Assessment with GIS

FTC has also worked extensively with the Federal Emergency Management Agency's (FEMA) Substantial Damage Estimator (SOE) tool and has integrated this tool with GIS to carry out hurricane damage assessments and plan recovery operations in the Florida Keys. Utilizing GIS along with FEMA's SOE tool is an effective way of reporting substantial damage information. The system links assessor's tax parcel numbers, address information, aerial four-dimensional photos (both pre- and post-disaster) and permit information. It gives the advantage of using the software in the field and communicating interactively with people in the office.

GIS applications for Capital Improvement Project Development

The end result of the data analysis carried out for Master Planning and Engineering Studies are recommendations for system improvements by way of Capital Improvement Projects (CIPs). FTC can provide a very data driven platform utilizing GIS which can be applied to identify utility problem areas, map their locations, perform site research with field staff and develop recommendations for Capital Improvement Projects. Once developed, FTC can then utilize GIS for tracking of these Capital Improvement Projects as well as provide overall budget management through GIS dashboards. The benefits of a GIS based CIP platform over a paper based report is that the GIS platform can be updated on an ongoing basis as projects progress and as new challenges arise.

Engineering GIS Data Development and Updating

The FTC process for data development starts with evaluating and loading the data into the GIS system. Data sources including existing digital data, as-built drawings, wall maps and staff knowledge of the system. Corrections are then made based on high resolution aerials. Where there are still questions, field teams are mobilized to collect data directly from the field. FTC can create inspection tools and apps which field staff can then utilize on mobile devices to directly update and confirm the data in question. Having reliable data for utility systems saves money in design, construction and maintenance. It also streamlines the utility response times to outages and repair issues.

Tab #10 – Overall Understanding and Methodology

Engineering Design and Permitting utilizing GIS software

FTC's staff have been using a GIS based design approach for over 20 years and can apply the GIS platform to all components of the design cycle including:

- Site Investigation
- Report Preparation
- Project Planning
- Design
- Preparation of plans, specifications and contract documents
- Permit Preparation
- Preparations of schedules, bid awards and evaluations

Having good utility data is crucial for Engineering Design. It allows consultants to collaborate with management and make better decisions. The status of engineering projects can also be included in the CIP tracking program. Information from preliminary designs, surveys, and test holes can be brought into GIS to improve the base data. FTC uses an integrated approach for all projects which avoids duplication of effort and ensures that data changes are not lost in the plans and that the data is set up for GIS migration at the end of construction.

Construction Inspection Services with GIS support

FTC offers Construction Inspection services which utilize the GIS platform to ensure the timely completion of the project and minimize resident issues. FTC knows that for any project to be successful the goals of the project need to be met, the construction process needs to be smooth and of the highest quality, resident issues are addressed and the contractor makes a profit. FTC's Construction Inspection services include understanding the project by reviewing plans and permits, inspecting affected utilities, performing site reviews and carrying out pre-construction meetings with residents. During construction FTC will monitor field operations and track progress as well as providing periodic updates to key stakeholders and residents. At the project's completion FTC will close out the project quickly and effectively and will facilitate the updating of the construction data into the GIS system. FTC has completed very large, complicated projects with great success using GIS to facilitate the construction process.

Tab #11 – Required Executed Forms

The following required and executed forms are included as follows:

- Attachment A Non-Collusion affidavit
- Attachment B Public Entity Crime Statement
- Attachment C Drug Free Workplace Form
- Attachment D Truth-In-Negotiation Certificate and Affidavit
- Attachment E Conflict of Interest Form
- Attachment F Scrutinized Companies Certification
- Attachment G Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Attachment H Certification Regarding Lobbying
- Attachment I Affidavit of Compliance with Foreign Entity Laws
- Attachment J Affidavit of Compliance with Anti-Human Trafficking Laws
- Attachment K Proposer Certification and Signature Page

ATTACHMENT "A"

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Palm Beach

James Barton, P.E., President being first duly sworn, deposes and says that:

1. PROPOSER is the James Barton, P.E., President,
(Owner, Partner, Officer, Representative or Agent)

2. PROPOSER is fully informed respecting the preparation and contents of the attached qualifications package and of all pertinent circumstances respecting such qualifications.

3. Such Qualification Package is genuine and is not a collusive or sham Qualification Package.

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Qualification Package or any other PROPOSER, or to fix any overhead, profit, or cost element of the RFQ Price or the RFQ Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Qualification Package are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any other of its agents, representatives, owners, employees or parties in interest.

By _____

Sworn to and subscribed before me on this 20th day of August, 2025 by James Barton

who ☑ is personally known to me or who ☐ has presented the following type of identification: _____.

_____
Signature of Notary Public, State of Florida

JUDITH A. CLARK
Notary Public-State of Florida
Commission # HH 565628
My Commission Expires
July 22, 2028

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Council Number ( )

DID take an oath, or ( ) DID NOT take an oath.

ATTACHMENT B

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

__✓__Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the

public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn to and subscribed before me on this 20th day of August, 2025 by James Barton

_____who ☑ is personally known to me or who ☐ has presented the following type of identification: _____

_____
Signature of Notary Public, State of Florida

JUDITH A. CLARK
Notary Public-State of Florida
Commission # HH 565628
My Commission Expires
July 22, 2028

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Council Number

ATTACHMENT C

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

7. Your firms Drug-Free Workplace Policy must be attached to this executed form and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER'S Signature

James Barton, P.E., President

(Print or Type Name)

ATTACHMENT D

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF PALM BEACH §

Before me, the undersigned authority, personally appeared affiant James Barton, P.E., who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the Town OF Loxahatchee Groves, Palm Beach County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional architect and engineering services and is entering into an agreement with the Town of Loxahatchee Groves, Palm Beach County, Florida to provide professional services for a project known as RFQ # 25-2025.

3. That the undersigned firm has furnished the Town of Loxahatchee Groves, Palm Beach County, Florida, a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the Town of Loxahatchee Groves entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the Town of Loxahatchee Groves entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the Town of Loxahatchee Groves determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

Florida Technical Consultants, LLC
Name of Firm

James Barton, P.E., President
By: President

The foregoing instrument was acknowledged before me by James Barton, P.E., President who has produced _____ as identification or is personally known to me.

WITNESS my hand and official seal in the Stare of County last aforesaid this 20th day of August, 2025.

(SEAL)
Signature

JUDITH A. CLARK
Notary Public-State of Florida
Commission # HH 565628
My Commission Expires
July 22, 2028

Notary Name (typed or printed)

Title or Rank

EXHIBIT "E"

CONFLICT OF INTEREST STATEMENT

This Request for Qualifications is subject to the conflict-of-interest provisions of the policies and Code of Ordinances of the Town of Loxahatchee Groves, the Palm Beach County Code of Ethics, and the Florida Statutes. The Offeror shall disclose to the Town of Loxahatchee Groves any possible conflicts of interests. The Offeror's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the TOWN OF LOXAHATCHEE GROVES.

CHECK ALL THAT APPLY.

☑ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ due to any other clients, contracts, or property interests.

☑ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in the policies and Code of Ordinances of the Town of Loxahatchee Groves, as amended from time to time.

☑ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

☑ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR RESPONSE OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

Florida Technical Consultants, LLC
Company

Authorized Signature

James Barton, P.E., President
Printed Name, Title

ATTACHMENT "F"

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, James Barton, P.E., on behalf of Florida Technical Consultants, LLC (hereinafter, the "Proposer"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Proposer has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Proposer is not on the Scrutinized Companies that Boycott Israel List nor is the Proposer engaged in a boycott of Israel.
3. If awarded a contract, the Proposer agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Proposer agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Proposer is not on the Scrutinized Companies with Activities in Sudan List.
2. The Proposer is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Proposer is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Proposer agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Proposer agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

PROPOSER:

By:_____ Date: 08/20/2025

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before this 20th day of August, 2025, by James Barton, P.E., who is the President of Florida Technical Consultants, LLC who is personally known to me or who has produced_____as identification.

NOTARY PUBLIC
Printed Name of Notary
My Council expires:

JUDITH A. CLARK
Notary Public-State of Florida
Commission # HH 565628
My Commission Expires
July 22, 2028

EXHIBIT G CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER-TIER COVERED TRANSACTIONS

"Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed $25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a Successful Proposer or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment*: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
- *Ineligible or Ineligibility*: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

INSTRUCTIONS FOR CERTIFICATION

1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower-tier participant agrees by signing or certifying and submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by signing or certifying and submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Florida Technical Consultants, LLC

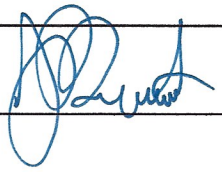
Contractor Name

James Barton, P.E., LEED AP

Name

President

Title



Signature

08/20/2025

Date

Exhibit H

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The firm shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned, on behalf of the firm, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the firm understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Florida Technical Consultants, LLC
Firm Name

Signature of Firm's Authorized Official

James Barton, P.E., LEED AP, President
Name and Title of Contractor's Authorized Official

08/20/2025
Date

ATTACHMENT I **AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: §§ 287.138(2)(a), and 287.138(4)(a) Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes) 287.138(4)(a) Florida Statutes)

3. Entity is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), 287.138(4)(a) Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2) and 2.88.007(3), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2) and § 288.007, Florida Statutes)

6. *(Only applicable if purchasing real property)* Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1) and 692.203(6)(a)1, Florida Statutes)

7. *(Only applicable if purchasing real property)* Entity is in compliance with all applicable requirements of Sections 692.202,(purchase of agricultural land), 692.203, (purchase of real property on or around military installations or critical infrastructure facilities), and 692.204, (purchase or acquisition of real property by the People's Republic of China), Florida Statutes. (Source 692.202(5)(a)2, 692.203(6)(a)2 Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes).

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: August 20th, 20 25 Signed: _____

Entity: Florida Technical Consultants, LLC Name: James Barton, P.E., LEED AP

Title: President

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 20th day of August, 20 25, by James Barton, P.E., LEED AP, as President for Florida Technical Consultants, LLC who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My Council expires: _____

JUDITH A. CLARK
Notary Public-State of Florida
Commission # HH 565628
My Commission Expires
July 22, 2028

ATTACHMENT "J" **AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

STATE OF FLORIDA
COUNTY OF PALM BEACH

James Barton, P.E., LEED AP, President **[individual's name]**

Before me this day personally appeared as the President **[title], of** Florida Technical Consultants, LLC**, a company authorized to do business in the State of Florida, who,**

being duly sworn, deposes and says:

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of Florida Technical Consultants, LLC
3. Florida Technical Consultants, LLC does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

THE FOREGOING instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization on this 20th day of August 2025 ~~2024~~, by James Barton, P.E. [individual's name], as the President [title] of Florida Technical Consultants, LLC, a company authorized to do business in the State of Florida, who is ☑ personally known to me or ☐ who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Florida Technical Consultants, LLC, to the same.

Notary Public Signature

Notary Seal:

Print Name: _____

JUDITH A. CLARK
Notary Public-State of Florida
Commission # HH 565628
My Commission Expires
July 22, 2028

My Council expires: _____

ATTACHMENT K **PROPOSER CERTIFICATION AND SIGNATURE PAGE**

The undersigned attests to his (her, their) authority to execute this Qualification Package and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all the work required of the Proposer in the Contract.

2. The facts stated in the Proposer's response pursuant to this Request for Qualifications are true and correct in all respects.

3. The Proposer has read and complied with, and submits their qualifications agreeing to all the requirements, terms and conditions as set forth in the Request for Qualifications.

4. Proposer certifies that he or she has not divulged, discussed, or compared his or her Qualification Package with other proposers and has not colluded with any other proposer or parties to a Qualification Package whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the Town vendor list(s).

5. **Proposer understands that if a team is shortlisted and selected to be interviewed and /or to make oral presentations to the EC and/or the Council, only the team members evaluated in the written submissions may be present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. Any changes to the team at the oral presentations/interviews shall result in that team's disqualification.**

6. The undersigned certifies that if the firm is selected by the Town, the firm will not withdraw their qualifications Qualification Packages for a period of ninety (90) days after qualification closing and will negotiate in good faith to establish an agreement.

7. Proposer understands that all information listed above may be checked by the Town and Proposer authorizes all entities or persons listed in this Request for Qualifications Qualification Package to answer all questions. Proposer hereby indemnifies the Town and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

8. The offeror and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the Town;

9. The proposal constitutes an offer to the Town which shall remain open, irrevocable and unchanged for one hundred and twenty (120) days after proposal opening and will negotiate in good faith to establish a Lease Agreement;

10. That the offeror shall indemnify, defend and hold harmless the Town, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this RFQ.

11. That pursuant to § 287.133, Fla. Stat., the offeror is not a person or affiliate on the convicted vendor list subject to the prohibitions stated therein and may lawfully respond to this RFQ and may lawfully accept an award if selected; and,

12. Representations by Submittal of Qualifications. By submitting Qualifications, the firm warrants, represents, certifies, and declares that:
    A. Person(s) designated as principal(s) of the firm are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

B. The Qualifications are submitted without connection, coordination or cooperation with any other persons, company, firm or party submitting Qualifications, and that the Qualifications are, in all respects, true and correct without collusion or fraud.
C. The firm understands and agrees to all elements of the RFQ unless otherwise indicated or negotiated, and that the RFQ and all federally required contract provisions (see Exhibit I and Addendum I attached hereto and incorporated herein) shall become part of any contract entered into between the Town and the firm.
D. By signing and submitting Qualifications, firm certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof (1) are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and (2) are not in violation of any federal lobbying laws.
E. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit Qualifications to the Town for 36 months following the date of being placed on the convicted firm list. The firm certifies that submittal of its Qualifications does not violate this statute.
F. Pursuant to section 287.135, Florida Statutes, the firm is not participating in a boycott of Israel, 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 the firm does not have business operations in Cuba or Syria.
G. The firm recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the firm may suffer from the disclosure or submittal of its Qualifications to third parties.

Submitted on this 20th day of August, 2025.

Please check one: _____Individual _____Partnership ___✓___Non-incorporated Organization

Witness

Witness

Judith Clark / Merri Chitty
Printed

Florida Technical Consultants, LLC
Company

Signature

James Barton, P.E., President
Printed Name, Title

(If a corporation, affix seal)

Incorporated under the laws of the State of (if applicable) _____.

Tab #12 – Additional Attachments

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BARTON, JAMES H.
12008 NORTH LAKE DRIVE
BOYNTON BEACH FL 33436

LICENSE NUMBER: PE59257
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

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View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS 5:47:02 AM 3/13/2025

Licensee Information

Name:	FLORIDA TECHNICAL CONSULTANTS, LLC (Primary Name)
Main Address:	2240 WOOLBRIGHT RD SUITE 400 BOYNTON BEACH Florida 33426
County:	PALM BEACH

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	30931
Status:	Current
Licensure Date:	11/26/2014
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information
View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

Tab #12 – Additional Attachments

State of Florida
Department of State

I certify from the records of this office that FLORIDA TECHNICAL CONSULTANTS, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 21, 2014.

The document number of this limited liability company is L14000011037.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on January 8, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighth day of January, 2025

Secretary of State

Tracking Number: 4999097715CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Tab #12 – Additional Attachments

SMALL BUSINESS CERTIFICATION

The City of West Palm Beach's Small Business Program

Certifies that

FLORIDA TECHNICAL CONSULTANTS LLC

Has met the necessary requirements for certification as a Small Business under the Small Business Program as prescribed by the City of West Palm Beach's Ordinance Number 3366-00.

The following List of Services and/or Product are covered under this certification:

* * * *

- Computer Hardware and Peripherals for Mini and Main Frame Computers: Geographic Information System
- Data Processing Services and Software
- Mapping Services, Digitized, Cartography See 962-52 for Standard Mapping Services
- Engineering Services, Professional: Civil
- Highways; Streets; Airport Pay-Parking Lots- Engineering
- Waste Water Treatment
- Water Supply

* * * *

Issued by the City of West Palm Beach for a three-year period June 30, 2024 to June 29, 2027

Certificate Vendor Number: 1052651

Frank Hayden
Procurement Official

Palm Beach County
Office of Equal Business Opportunity

Certifies That

Florida Technical Consultants, LLC.

Vendor # **VS0000002820**

is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from

June 30, 2024 *to* June 29, 2027

The following services and/or products are covered under this certification:

Civil Engineering; Highways; Streets; Airport Pay-Parking Lots - Engineering; Mapping Services, Digitized, Cartography; Waste Water Treatment Engineering; Water Supply, Treatment, and Distribution/Engineering

Allen Gray, Manager
05/17/2024

PALM BEACH COUNTY • FLORIDA

Palm Beach County Board of County Commissioners

Maria Sachs, Mayor
Maria G. Marino, Vice Mayor
Gregg K. Weiss
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator
Verdenia C. Baker

Tab #12 – Additional Attachments

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

April 19, 2024

REGISTERED VENDOR NO.: 122171

Mr. James Barton, LEED AP, President
Florida Technical Consultants, LLC
2240 Woolbright, Suite 400
Boynton Beach, FL 33426

CERTIFICATION EFFECTIVE DATE:
July 1, 2024

CERTIFICATION EXPIRATION DATE:
July 1, 2027

Dear Mr. Barton:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Professional and Civil Engineering; GIS Services; GIS Training; Permitting Services; Engineering Data and Development Updating; Construction Inspections.

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD/ds

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • 1-800-432-2045
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

Tab #12 – Additional Attachments

CERTIFICATE OF QUALIFICATIONS

Consultants Competitive Negotiation Act
(CCNA)

This certificate is awarded to

Florida Technical Consultants, LC

105 - Storm Sewer Design
106 - Water Dist/Sewer Collect/System & Force Main Design
119 - Civil Engineering

City of West Palm Beach

LQ!)ba–Levengood, CPPO, CPPB
Procurement Official

August 18, 2025
Expiration Date

BROWARD COUNTY FLORIDA

Office of Economic and Small Business Development

Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

This Certificate is Awarded to:

FLORIDA TECHNICAL CONSULTANTS, LLC

As set forth in the Broward County Business Oppol1unity Act of2012, the certification requirements have been met for:

County Business Enterprise (CBE)
Anniversary Date: September 20th

Authorized Representative

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A Service of the Broward County Board of County Commissioners
www.broward.org/smallbusiness

Tab #12 – Additional Attachments

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
2240 WOOLBRIGHT RD STE 400
BOYNTON BEACH FL 33426

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ENGINEER	BARTON JAMES	59257	U24.572340 9/30/2024	36.30	B40152435

This document is valid only when receipted by the Tax Collector's Office.

FLORIDA TECHNICAL CONSULTANTS LLC
FLORIDA TECHNICAL CONSULTANTS LLC
2240 WOOLBRIGHT RD STE 400
BOYNTON BEACH FL 33426

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2018106539
EXPIRES: 9/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
2240 WOOLBRIGHT RD STE 400
BOYNTON BEACH FL 33426

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ENGINEER BUSINESS	FLORIDA TECHNICAL CONSULTANTS LLC	30931	U24.572340 9/30/2024	36.30	B40152436

This document is valid only when receipted by the Tax Collector's Office.

FLORIDA TECHNICAL CONSULTANTS LLC
FLORIDA TECHNICAL CONSULTANTS LLC
2240 WOOLBRIGHT RD STE 400
BOYNTON BEACH FL 33426

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2018106537
EXPIRES: 9/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Florida Technical Consultants, LLC Palm Beach County Tax Receipt Renewal

Tab #12 – Additional Attachments

City of Boynton Beach Certificate of Use/Business Tax Receipt

Expires on September 30, 2025

Business Control Number: 0039492
Date Issued: 09/25/24

Business Name: Florida Technical Consultants
Business Location: 2240 W Woolbright Rd 400

Any changes in name, address, suite, ownership, nature of business, etc. will require a new application.

COU/BTR Number	Classification Code	Classification	Additional Information
25-00059703	CU2	CERT OF USE & OCC COMM	

City of Boynton Beach
100 E. Ocean Ave. • Boynton Beach, FL 33435-0190

City of Boynton Beach Certificate of Use/Business Tax Receipt

Expires on September 30, 2025

Business Control Number: 0039492
Date Issued: 09/30/24

Business Name: Florida Technical Consultants
Business Location: 2240 W Woolbright Rd 400

Any changes in name, address, suite, ownership, nature of business, etc. will require a new application.

COU/BTR Number	Classification Code	Classification	Additional Information
25-00059702	541330	ENGINEER - PER PROFESSIONAL	ENGINEERING FIRM - JAMES BARTON

City of Boynton Beach
100 E. Ocean Ave. • Boynton Beach, FL 33435-0190

Tab #12 – Additional Attachments

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/27/2025

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

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

PRODUCER	CONTACT NAME: Robert Macoviak	
Harvey E. Oyer Jr. Inc. Oyer, Macoviak and Associates 1903 S Congress Ave Ste 350 Boynton Beach FL 33426	PHONE (A/C, No, Ext): (561)732-9305	FAX (A/C, No): (561)364-9848
	E-MAIL ADDRESS: rmacoviak@oyerinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
FLORIDA TECHNICAL CONSULTANTS LLC 2240 WOOLBRIGHT RD STE 400 BOYNTON BEACH FL 33426	INSURER A: Continental Casualty	20443
	INSURER B: Transportation	20494
	INSURER C: Hiscox	10200
	INSURER D: Continental Casualty	20443
	INSURER E: BCS Insurance	38245
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2562706783 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			6021699408	10/25/2024	10/25/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6025101036	02/24/2025	02/24/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000, $ $ $ $
D	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			7092541083	10/25/2024	10/25/2025	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6025101036	02/24/2025	02/24/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			P100.213.591.10	04/18/2025	04/18/2026		

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

CERTIFICATE HOLDER

Florida Technical Consultants LLC
2240 Woolbright Rd Ste 400
Boynton Beach FL 33426

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Tab #12 – Additional Attachments

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
E	Cyber Insurance-BCS Insurance Eff 7/16/2025-07/16/2026			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000			2,500		

Ref #	Description	Coverage Code	Form No.	Edition Date
	BAIL	BAIL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000					

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

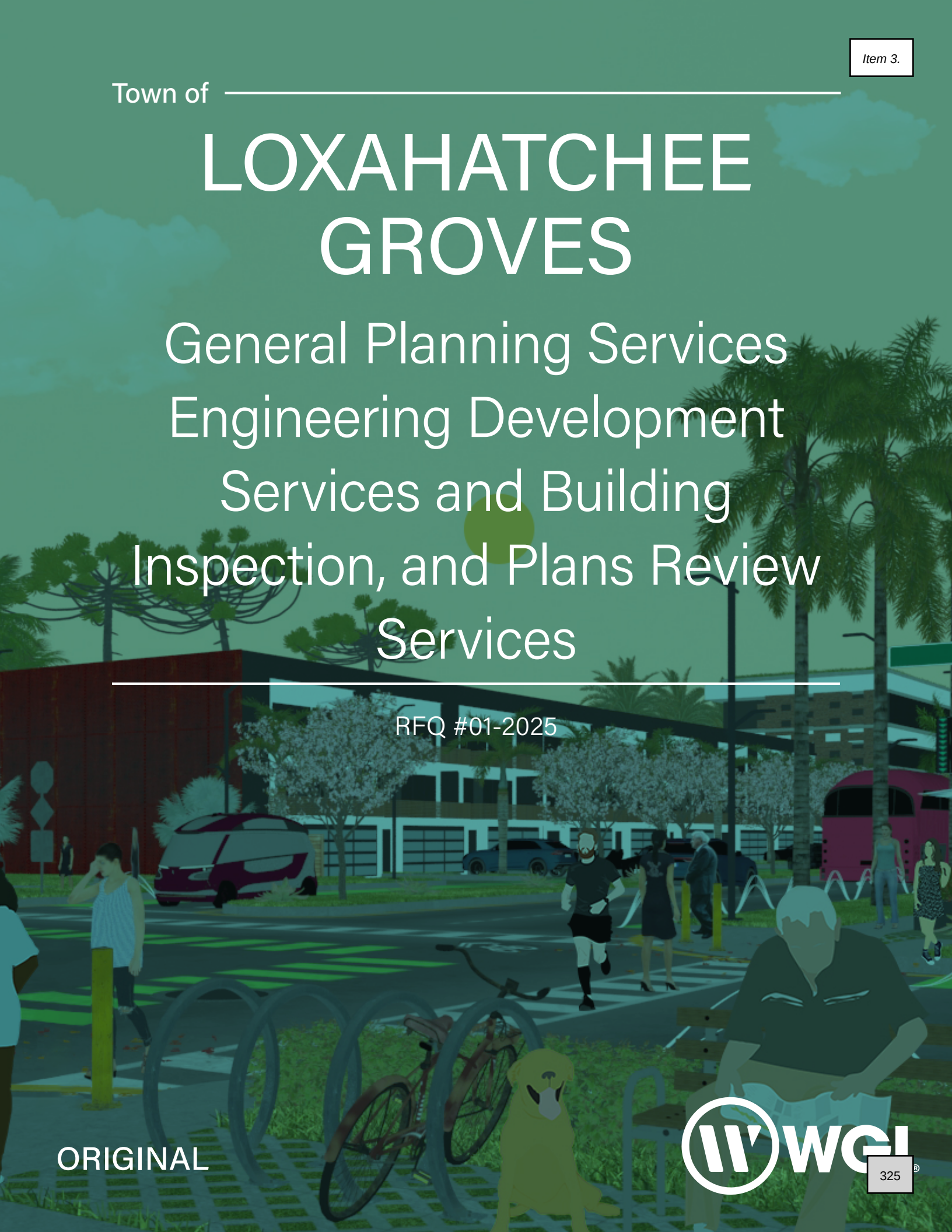
Copyright 2001, AMS Services, Inc.

Town of

LOXAHATCHEE GROVES

General Planning Services Engineering Development Services and Building Inspection, and Plans Review Services

RFQ #01-2025



ORIGINAL

WGI

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Successful Proposer Profile

Tab 1

1 Successful Proposal Profile

1.1 Corporation

- **1.1.1.** WGI, Inc. - Corporate Headquarters | 2035 Vista Parkway West Palm Beach, FL 33411 | 561.687.2220
- **1.1.2.** Office in Charge | 2035 Vista Parkway West Palm Beach, FL 33411
- **1.1.3.** WGI, Inc. is a corporation.
- **1.1.4.** Incorporated July 12, 1991
- **1.1.5.** State incorporated - Florida
- **1.1.6.** Authorized to do business in Florida since 1972.
- **1.1.7.** President - David Wantman, PE | Vice President/ CEO - Greg Sauter, PE | Secretary - Kate Fontaine
- **1.1.8.** Authorized representative - Angela Biagi, PLA, LEED AP BD+C | 561.687.2220
- **1.1.9.** FIN | 65-0271367

1.2 Partnership

N/A

1.3 and 1.4 Cost Account System

N/A

1.5 Insurance

- **1.5.1.** WGI proof of insurance is submitted under Tab 12.
- **1.5.2.** WG's all other insurance - Provide upon request.
- **1.5.3.** Litigation claim details can be found listed in details, beginning a the end of page 1.

1.6 Turnaround

Turnaround for written responses to Town inquires - 24 hours.

1.7 Meeting Notice

Notice needed to appear for in-person Town meetings - 24 hours.

1.8 Bankruptcy Petitions

N/A

1.9 Litigation Details

Litigation claim details can be found listed in details, beginning at the end of page 1.

1.10 Criminal Proceedings

N/A

1.11 Public Entity Crimes List

- **1.11.1.** N/A
- **1.11.2.** N/A
- **1.11.3.** Acknowledgement of Addenda - No Addenda has been posted for this solicitation.

WGI 10-Year Litigation

Case	Courts	Summary	Status	Amount
		Active Cases		
Brass Real Estate, LLC v. Wantman Group, Inc. D-1-GN-24-004911	Travis County, TX	Disputed claims for alleged breach of contract, among other claims.	In discovery	Unknown at this time
McCobb v. WGI, Inc. 2024-CA-006956	15th Judicial Circuit Court Palm Beach County, FL	Disputed breach of contract and claims alleging design concerns, along with claims against multiple parties involved in the project.	In discovery	Unknown at this time

DeNucci Constructors, LLC v. Northline Leander Development Co. v. WGI, Inc. 24-0818-C368	Williamson County, TX	Third party Complaint alleging disputed breach of contract and claims alleging design concerns, along with claims against multiple parties involved in the project.	In discovery	Unknown at this time
PCS Civil, Inc. v. Wantman Group, Inc. & David Wantman 24-CA-002033	PCS Civil, Inc. v. Wantman Group, Inc. & David Wantman 24-CA-002033	Disputed claims for alleged breach of contract between contractor and designer.	In discovery	Unknown at this time
M-Company General Contractors v. Wantman Group, et al. 2025CI02840	Bexar County, TX	Disputed claims for alleged breach of contract and other claims between contractor and the design team and the City of San Antonio.	In discovery	Unknown at this time
Kampgrounds of America, Inc. v. WGI, Inc. 24-17826CCL	Gillespie County, TX	Disputed claims for alleged breach of contract between the contractor and designer.	In discovery	Unknown at this time
Trevi Isle Homeowners' Associate, Inc. v. Kennedy Homes, LLC, et al. 50-2024-CA-005790	15th Judicial Circuit Court Palm Beach County, FL	Dispute claims for alleged breach of contract between the HOA and numerous parties, including the contractors and designers on the project, alleging negligence.	In discovery	Unknown at this time
Marlom Valdes and Mariam Moreno v. FDOT, et al. 2023-029114-CA-01	115th Judicial Circuit Court Miami-Dade County, FL	Bicycle accident alleged to occur due to grate in roadway. This accident occurred prior to the hiring of WGI.	In discovery	Unknown at this time
Resolved Cases				
Curtain V. FDOT et al. 2013-CA-001809	15th Judicial Circuit Court Palm Beach County, FL	Traffic accident during construction	Dismissed following settlement (2015)	Confidential
Astaphan v. Ranger Construction, Bob's Barricades, WGI, Inc., et al. CACE-15-012992	17th Judicial Circuit Court Broward County, FL	Traffic accident during construction	WGI obtained a summary judgment in its favor (09/20/2017)	$0.00 as to WGI

Hernandez v. Dragados USA, Inc. et al. CACE-18-002189	17th Judicial Circuit Court Broward County, FL	Traffic accident during construction	The case is ongoing but WGI was dismissed (09/12/2018)	$0.00 as to WGI
Genovese v. FDOT, et al. 2013-CA-002467	19th Judicial Circuit Court Saint Lucie County, FL	Traffic accident during construction	Dismissed following settlement (2018)	Confidential
2700 North Ocean Condo Association v. Singer Island Condominiums, LTD 50-2014-CA 01718-XXXX-MB	15th Judicial Circuit Court, Palm Beach County, FL	Condo association claim against contractor and designers for maintenance and construction defects after site turnover to homeowners' association	Dismissed (03/11/2021)	Confidential
Ranger Construction v. WGI, Inc. 50-2020-CA-002166-XXXX-MB	15th Judicial Circuit Court Palm Beach County, FL	Disputed claims for alleged breach of contract.	Settled (09/08/2021)	An amount less than $5,000.
Ari Goldblatt, et al, v. Hunters Run Property Owners Association, Inc. v. Wantman Group, Inc. 50-2020-CA-004545	15th Judicial Circuit Court Palm Beach County, FL	Personal injury case resulting from child slipping on a pool deck.	Case ongoing. WGI was dismissed (11/01/2021)	$0.00 as to WGI
Beck Architecture/ Beck Ltd. v. Big Red Dog, WGI, et al (Omni Resort, Austin, TX)	Travis County, TX	Disputed claims regarding contract plan details against a firm WGI acquired	Dismissed following settlement (2021)	Confidential
WGI, Inc. v. City of Fort Lauderdale, Florida. CACE-22-001050	17th Judicial Circuit Court Broward County, FL	Bid dispute/protest.	Dismissed following settlement (04/11/2022)	$0.00 as to WGI
KAST Construction v. Hunters Run Property Owners Assoc., 50-2020-CA-000769-XXXX-MB	15th Judicial Circuit Court Palm Beach County, FL	Disputed claims for alleged breach of contract between contractor and design team.	Case ongoing. WGI was dismissed (06/17/2022)	$0.00 as to WGI
Community Asphalt Corporation v. Wantman Group, Inc., AAA01-21-0003-6723	American Arbitration Association	Disputed claims for alleged breach of contract between contractor and design team.	Settled (06/22/2023)	Confidential
Community Asphalt Corp. v. WGI, Inc. et al. 2018-CA-029816	11th Judicial Circuit Court Miami-Dade County, FL	Disputed claims for alleged breach of contract between contractor and design team.	Settled (10/05/2023)	$0.00 as to WGI

Currell v. WGI, Inc., et al. 562022CA001297	19th Judicial Circuit, St. Lucie County, FL	Traffic accident during construction	Dismissed following settlement. (07/15/2024)	$5,000.00
Martinez v. Condotte America, Inc. 2019-013734-CA-01	11th Judicial Circuit Court Miami-Dade County, FL	Traffic accident during construction	Settled (08/13/2024)	$0.00 as to WGI
Ikyun Cha v. Wantman Group, Inc. 1CCV-21-0000613	1st Judicial Circuit Court of Hawai'i	Disputed claims for alleged breach of contract between contractor and design team.	Dismissed following settlement. (09/20/2024)	Confidential.
Morrison-Cobalt JV v. Kimley-Horn and Associates, Inc. 2021-CA-002092	2nd Judicial Circuit Leon County, FL	Disputed claims for alleged breach of contract between contractor and design team.	Dismissed following settlement. (01/10/2025)	Confidential.
Alfonso Perez v. WGI, Inc. 2021-012281-CA-01	11th Judicial Circuit, Miami-Dade County, FL	Traffic accident during construction (related to Izquierdo case below)	Dismissed following settlement. (01/31/2025)	Confidential.
Walker Izquierdo v Wantman Group, Inc.	11th Judicial Circuit Court Miami-Dade County, FL	Traffic accident during construction.	Dismissed following settlement. (02/19/2025)	Confidential.
Gerardo M. Vaca vs. WGI, Inc. 2021 L 007019	Cook County, Illinois County Department	Disputed personal injury claim, alleging design concerns, along with claims against contractor and property owner.	Dismissed following settlement. (02/21/2025)	Confidential.
Williams v. WGI, Inc. 2024-CP-10-03411	Charleston County, South Carolina	Disputed personal injury claim alleging design concerns.	Dismissed following settlement. (03/10/2025)	Confidential.
Sharon Rich v. WGI, Inc. 2023 L 002682	Cook County, Illinois County Department	Disputed personal injury claim, alleging design concerns, along with claims against contractor and property owner.	Dismissed following settlement. (04/28/2025)	Confidential.
Valadez v. WGI, Inc.	13th Judicial Circuit Court Hillsborough County, FL	Disputed personal injury claim arising from an auto accident involving a WGI employee.	Dismissed following settlement. (05/11/2025)	Confidential.

Letter of Transmittal

Tab 2

2 Letter of Transmittal

August 28, 2025

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33407

RE: (RFQ) #01-2025 Town of Loxahatchee Groves General Planning Services, Engineering Development Services and Building Inspection and Plans Review Services

Dear Evaluation Committee Members,

Loxahatchee Groves, rooted in an agricultural history with a strong desire to preserve its rural character, is known as Florida's Last Frontier. Officially incorporated in 2006 to protect its agricultural heritage, the Town sees the development pressure occurring around them and strives to maintain their longstanding rural lifestyle. Residents rely on the Town's government to remain committed to preserving this lifestyle. Accordingly, those representing the Town must understand its culture as the oldest western community in Palm Beach County and embrace its mission to preserve a lifestyle grounded in agriculture and rural character that provides a unique experience for residents and visitors alike. Whether the visits involve an experience at the Panther Ridge Conservation Center or at Town Hall, WGI has the well-rounded experience to serve the Town's needs for general planning services as outlined in RFQ 01-2025.

WGI, Inc. is a multidisciplinary firm intent on delivering excellent client experiences. Since our inception in 1972, WGI has had a proven record throughout Florida for serving governmental clients and meeting their needs regarding timelines and budgeting. Currently, we serve dozens of municipal clients under similar general planning continuing service contracts. **Partnering with a consultant who can effectively serve the Town and address your needs is crucial.** WGI understands the importance of these successful collaborations and is committed to working with the Town to strengthen them further.

UNDER THIS RFQ, WGI IS SUBMITTING A PROPOSAL FOR ALL SERVICES UNDER THE GENERAL PLANNING SERVICE AREA.

As your consultant, we are well-versed in your unique culture and possess comprehensive knowledge across all facets of local government services, including planning and zoning petition review and processing, landscape design plan review and inspections, architecture, environmental assessment, comprehensive plan evaluation, traffic engineering and planning, GIS services, graphic design, and economic development planning and research. We are local and able to attend public meetings and confer with Town staff as necessary. Additionally, we use cutting-edge technology to ensure that all tasks are completed efficiently and effectively. As a local full-service consulting firm and a trusted partner for the Town, WGI has the expertise and resources to deliver general planning services for the Town's Community Standards Department with

With WGI, the Town recieves:

- **A Leader Who has Done this Before:** To lead all planning projects for the Town, we have selected Angela Biagi, PLA, LEED AP BD+C as the Contract Manager. Angela will remain fully invested for the life of this contract. She brings almost 25 years of experience in planning and land development in Palm Beach County. Leveraging her landscape architecture background along with her experience in planning, she works with agencies to provide solutions that create vibrant, safe, and livable communities.

Angela will be the Town's primary contact and responsible for all communications, coordination, and overall delivery of each task assignment. **Angela and the rest of WGI's team are familiar with the Town's Comprehensive Plan, the Unified Land Development Code and Rural Vista Guidelines for planning review and processing purposes.** Our team will propose solutions that meet Town budgets and schedules.

- **Ample Local Support:** WGI has 150 associates in Palm Beach County, further supported by team members at our 9 other Florida locations. These team members encompass 14 AICP-certified planners, 7 registered architects, 13 professional landscape architects, and 12 environmental professionals, several of whom managed county and municipal planning departments, bringing our team widespread expertise in municipal operations.
- **Understanding of the Town:** WGI brings a team with strong connections to the Town at a local level. WGI has been instrumental in leading the development of Groves Town Center, a PUD designed to serve the commercial needs of residents and visitors.
- **Economic Development Planning and Research:** We have teamed with Jon Stover & Associates (JS&A) to provide their expertise on economic development planning for this project. **They are an economic development consulting firm that specializes in conducting economic impact analyses and implementing strategic opportunities to bolster local economies.** They have completed hundreds of projects throughout the nation, including many in rural communities such as Clay County, Mount Dora, and Carroll County, MD.
- **Traffic Engineering and Planning:** WGI has partnered with Dr. Juan F. Ortega, PE of JFO Group Inc. (JFO) for assistance with traffic engineering and planning. **Dr. Ortega has 27+ years of extensive local, national, and international experience as a Professional Engineer where he has worked/supervised 1,200+ transportation planning and traffic engineering projects in the context of land development, growth management and long/short range planning.**
- **A Trusted Team:** Through our partnership with JS&A and JFO over the past several years, we have completed a variety of projects for jurisdictions in Florida. Our experience working with JS&A and JFO will give us an edge on efficient collaboration for projects in Loxahatchee Groves.

Thank you for your consideration. We look forward to further discussing our qualifications, your needs for the community, and so much more with the Town.

Sincerely,

Angela Biagi, PLA, LEED AP BD+C
Contract Manager
561.687.2220
Angela.Biagi@WGInc.com

WGI, Inc.
2035 Vista Parkway
West Palm Beach, FL 33411

Reference Check

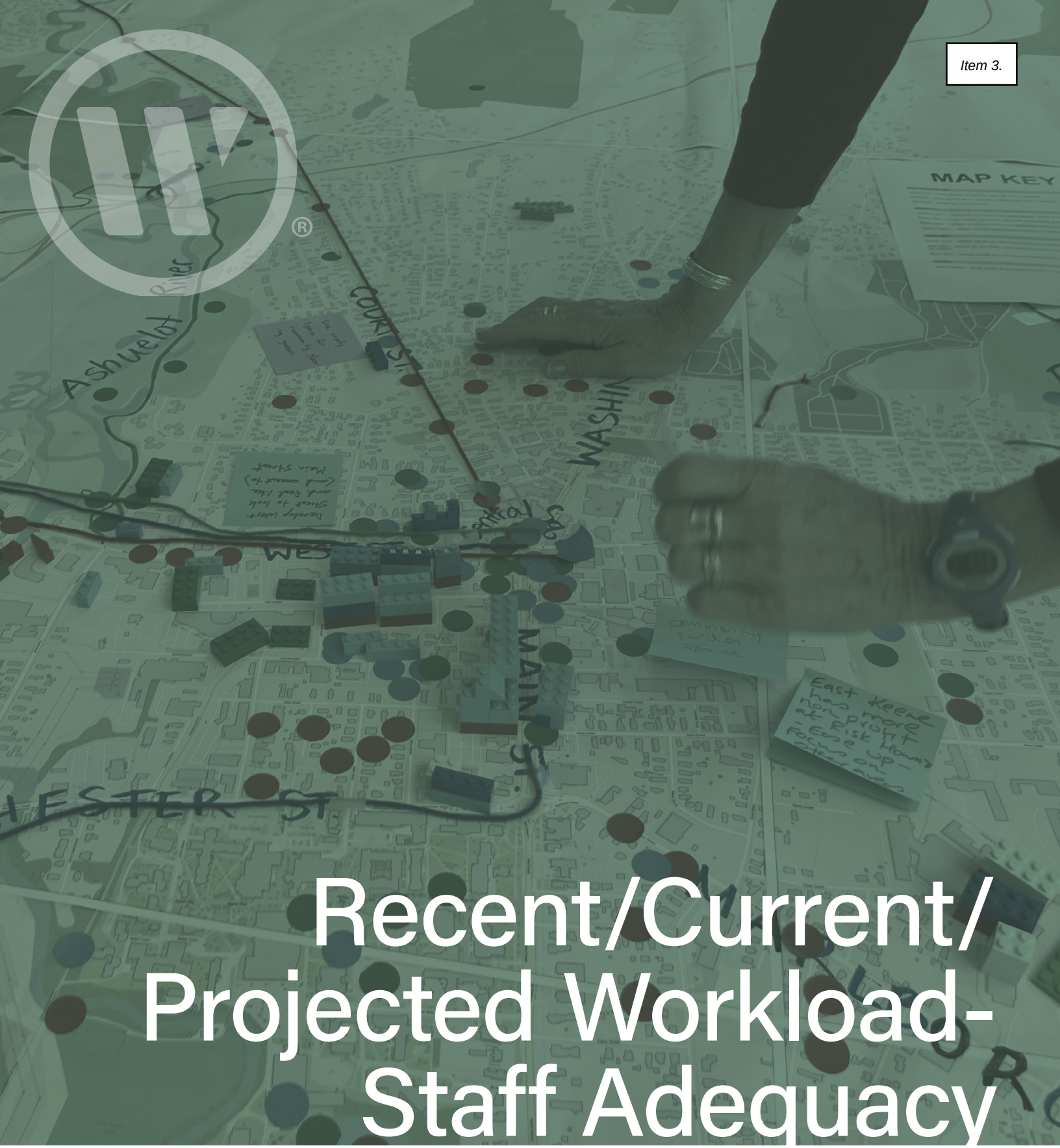
Tab 3

3 Reference Check

Statement of Understanding

We understand and acknowledge that any and all references provided throughout our solicitation response may be contacted as part of your evaluation process.

We welcome and fully support this practice, and are confident that our references will reflect the quality, reliability, and integrity of our work.



Recent/Current/ Projected Workload- Staff Adequacy

Tab 4

4 Recent/Current/ Projected Workload-Staff Adequacy

	Project Name	Total Contract Fee	Percent & Total Completed	Remaining Fees	Uncompleted Amount
1	Cape Canaveral Planning and Surveying Continuing Services	$125K	79% $99.5K	$25.5K	$25.5K
Total number of professional and technical staff including licensed personnel, design professionals, lead draftspersons, specification writers, and designers: **11**					
Total $ Per staff: **$2,318**					

Staff roles for project:

- Design Professionals | 1
- Lead Draftspersons | N/A
- Specification Writers | N/A
- Designers | N/A
- Other Licensed Professionals | 10

	Project Name	Total Contract Fee	Percent & Total Completed	Remaining Fees	Uncompleted Amount
2	City of Coconut Creek Architecture, Landscape Architecture and Urban Design Services	$400K	81% $323K	$77K	$77K
Total number of professional and technical staff including licensed personnel, design professionals, lead draftspersons, specification writers, and designers: **17**					
Total $ Per staff: **$4,529**					

Staff roles for project:

- Design Professionals | 10
- Lead Draftspersons | N/A
- Specification Writers | N/A
- Designers | N/A
- Other Licensed Professionals | 7

	Project Name	Total Contract Fee	Percent & Total Completed	Remaining Fees	Uncompleted Amount
3	City of Greenacres General Planning Contract	$40.7K	100% $40.7K	$0	N/A

Total number of professional and technical staff including licensed personnel, design professionals, lead draftspersons, specification writers, and designers: **6**

Total $ Per staff: **N/A - All work completed**

Staff roles for project:

- Design Professionals | 6
- Lead Draftspersons | N/A
- Specification Writers | N/A
- Designers | N/A
- Other Licensed Professionals | N/A

	Project Name	Total Contract Fee	Percent & Total Completed	Remaining Fees	Uncompleted Amount
4	Fairfax County Zoning Support Services	$45K	100% $45K	$0	N/A

Total number of professional and technical staff including licensed personnel, design professionals, lead draftspersons, specification writers, and designers: **1**

Total $ Per staff: **N/A - All work completed**

Staff roles for project:

- Design Professionals | 1
- Lead Draftspersons | N/A
- Specification Writers | N/A
- Designers | N/A
- Other Licensed Professionals | N/A

	Project Name	Total Contract Fee	Percent & Total Completed	Remaining Fees	Uncompleted Amount
5	Prince William County On-Call Consultant Services	$100K	0% $0	$100K	$100K

Total number of professional and technical staff including licensed personnel, design professionals, lead draftspersons, specification writers, and designers: **2**

Total $ Per staff: **$50,000**

Staff roles for project:

- Design Professionals | 2
- Lead Draftspersons | N/A
- Specification Writers | N/A
- Designers | N/A
- Other Licensed Professionals | N/A

	Project Name	Total Contract Fee	Percent & Total Completed	Remaining Fees	Uncompleted Amount
6	Sumter County Continuing Planning Services	$200K	71% $0	$57K	$57K
Total number of professional and technical staff including licensed personnel, design professionals, lead draftspersons, specification writers, and designers: **10**					
Total $ Per staff: **$5,700**					

Staff roles for project:

- Design Professionals | 7
- Lead Draftspersons | N/A
- Specification Writers | N/A
- Designers | 3
- Other Licensed Professionals | N/A

	Project Name	Total Contract Fee	Percent & Total Completed	Remaining Fees	Uncompleted Amount
7	Town of Cutler Bay General Planning Services	$19.8K	100% $19.8K	$0	N/A
Total number of professional and technical staff including licensed personnel, design professionals, lead draftspersons, specification writers, and designers: **8**					
Total $ Per staff: **N/A - All work completed**					

Staff roles for project:

- Design Professionals | 7
- Lead Draftspersons | N/A
- Specification Writers | N/A
- Designers | N/A
- Other Licensed Professionals | 1

	Project Name	Total Contract Fee	Percent & Total Completed	Remaining Fees	Uncompleted Amount
8	Town of Davie Miscellaneous Planning Services	$300K	60% $180K	$120K	$120K
Total number of professional and technical staff including licensed personnel, design professionals, lead draftspersons, specification writers, and designers: **13**					
Total $ Per staff: **$9,230**					

Staff roles for project:

- Design Professionals | 9
- Lead Draftspersons | N/A
- Specification Writers | N/A
- Designers | N/A
- Other Licensed Professionals | 4

	Project Name	Total Contract Fee	Percent & Total Completed	Remaining Fees	Uncompleted Amount
9	Village of North Palm Beach Planning Services	$68K	100% $68K	$0	N/A
Total number of professional and technical staff including licensed personnel, design professionals, lead draftspersons, specification writers, and designers: **6**					
Total $ Per staff: **N/A - All work completed**					

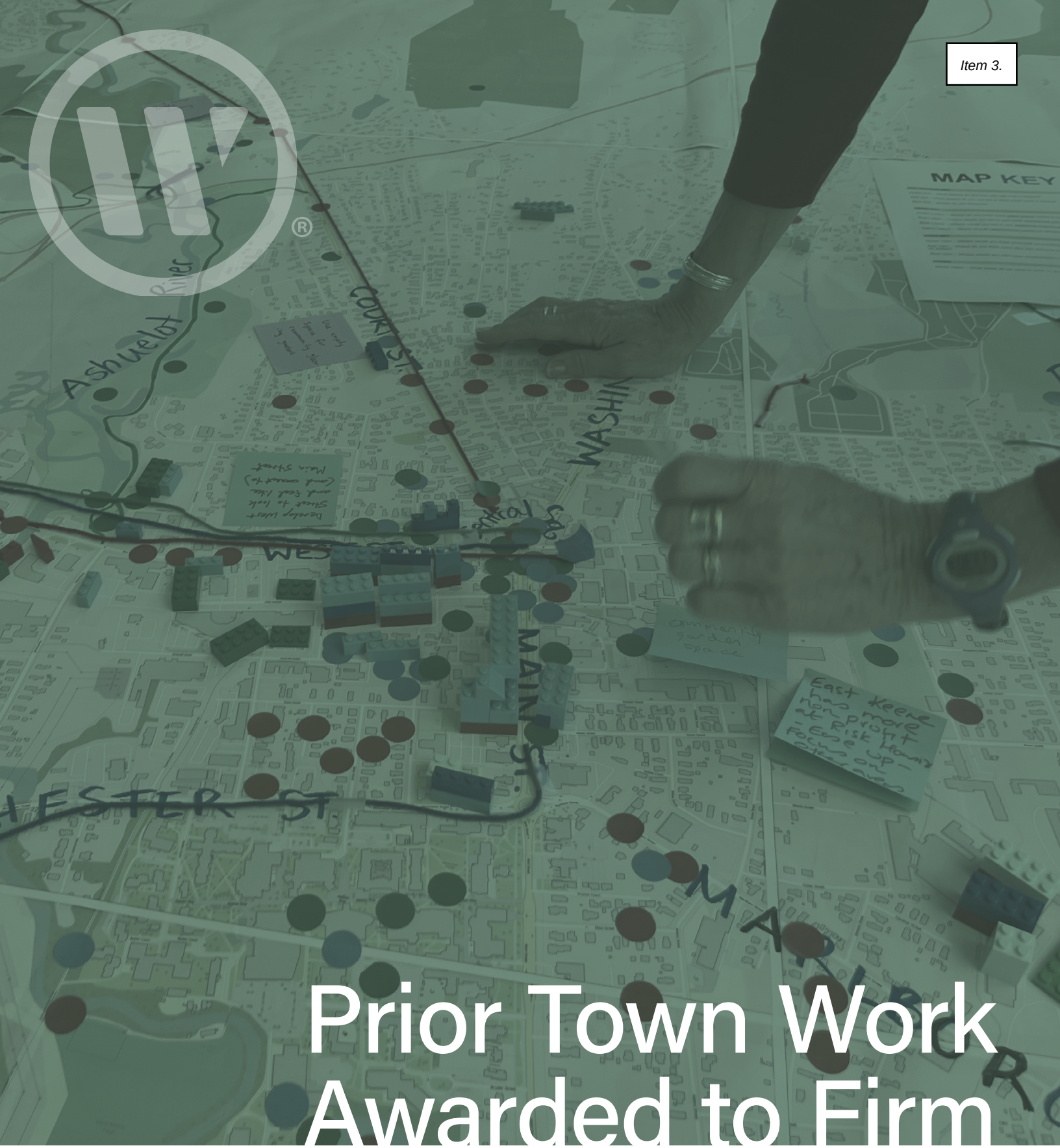
Staff roles for project:

- Design Professionals | 4
- Lead Draftspersons | N/A
- Specification Writers | N/A
- Designers | N/A
- Other Licensed Professionals | 2

	Project Name	Total Contract Fee	Percent & Total Completed	Remaining Fees	Uncompleted Amount
10	Volusia County Professional Planning and Development Services	$200K	72% $145K	$55K	$55K
Total number of professional and technical staff including licensed personnel, design professionals, lead draftspersons, specification writers, and designers: **6**					
Total $ Per staff: **$9,166**					

Staff roles for project:

- Design Professionals | 4
- Lead Draftspersons | N/A
- Specification Writers | N/A
- Designers | N/A
- Other Licensed Professionals | 2



Prior Town Work Awarded to Firm

Tab 5

5 Prior Town Work Awarded to Firm

At this time, our firm does not have any current or previous work assignments with your municipality.

WGI is headquartered 9 miles away and we are fully prepared to support your needs.

Capabilities/Specific Related Experience of the Firm

Tab 6

6 Capabilities/ Specific Related Experience of the Firm Plan

Continuing Planning Services

Sumter County, Florida

6.1. Reference Details

Sumter County
Bradley Arnold
County Administrator

7375 Powell Road, Suite 200
Wildwood, FL 34785
P: 352.569.6700 ▪ F: 352.689.4401
Bradley.Arnold@sumtercountyfl.gov

6.3. Personnel Involved

- Roxann Read, AICP, CFM, FRA-RA, CPM (**Project Manager**)
- Raquel Samaroo (**Planner**)
- Arianna Hilliard, AICP-C (**Planner**)
- Courtney Powell, AICP (**QC Manager**)

6.4. Firm Role

Prime

6.5. Fee

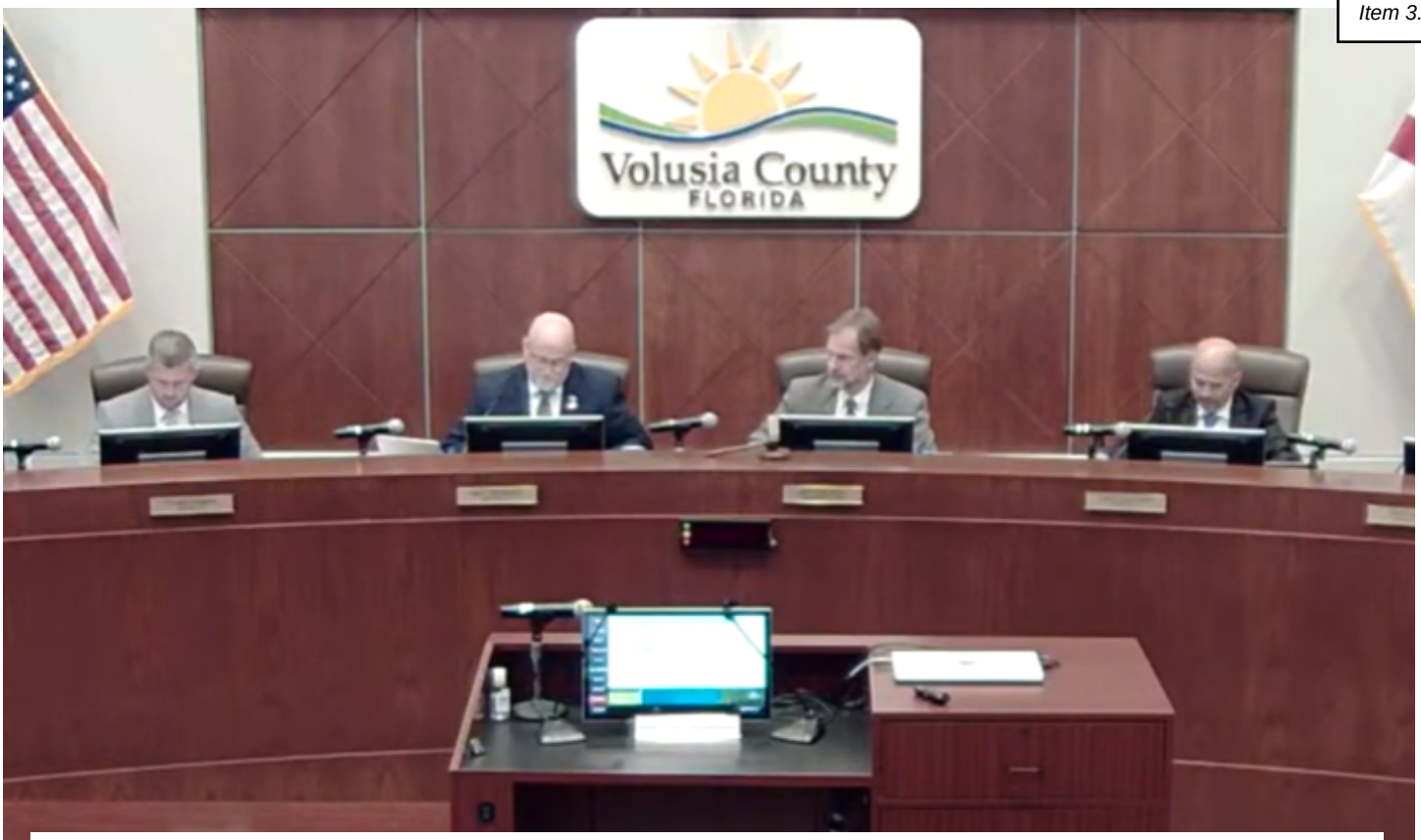
$143K

6.2. Description. WGI was awarded a continuing services contract in June 2024 to support County planning staff with current planning work. This work included assisting County staff in answering planning and zoning questions submitted electronically, reviewing site plans and preparing comment letters as requested, conducting onsite zoning inspections, attending pre-application meetings, assisting with vested rights determinations, coordinating plat reviews and conducting research to assist staff in updating Future Land Use and zoning designations as needed. ***Start Date: June 2024 | End Date: Ongoing***

PROJECT HIGHLIGHTS

- Current planning work
- Site plan review
- Answering planning and zoning questions electronically
- Conduct on-site zoning inspections
- Vested rights determination
- Plat reviews

Sevices offered
Planning
Engineering
Survey



Professional Planning and Development Services

Volusia County, Florida

6.1. Reference Details

Volusia County
Carol McFarlane
Planning and Development Services Director

123 West Indiana Avenue
Deland, FL 32720
P: 386.736.2700 ▪ F: N/A
CMcFarlane@volusia.org

6.3. Personnel Involved

- Roxann Read, AICP, CFM, FRA-RA CPM (**Project Manager**)
- Raquel Samaroo (**Planner**)
- Arianna Hilliard, AICP-C (**Planner**)
- Spencer Shanholtz, AICP (**Planner**)
- Courtney Powell, AICP (**QC Manager**)

6.4. Firm Role

Prime

6.5. Fee

$145K

6.2. Description. Under a continuing service contract with Volusia County, WGI provides zoning reviews for building permit applications. To support the workload for County staff, WGI is responsible for reviewing the submittal documents for consistency with the County's Code of Ordinances.

WGI reviews the submitted permits and associated documents for compliance and provides comments to indicate deficiencies and stamped plans for approval when reviews are complete. WGI provides these reviews to Volusia County staff using the County's online permitting system within seven business days to support their statutory requirement to meet strict deadlines for permit reviews. ***Start Date: March 2024 | End Date: Ongoing***

Sevices offered
Planning
Engineering

General Planning Services

Village of North Palm Beach, Florida

6.1. Reference Details

Village of North Palm Beach
Chuck Huff
Village Manager

420 U.S. Highway 1, Suite 21
North Palm Beach, FL 33408
P: 561.841.3369 ▪ F: 561.848.3344
CHuff@village-npb.org

6.3. Personnel Involved

- Angela Biagi, PLA, LEED AP BD+C (**Contract Manager**)
- Roxann Read, AICP, CFM, FRA-RA CPM (**Task Manager**)
- Raquel Samaroo (**Planner**)
- Arianna Hilliard, AICP-C (**Planner**)
- Kristen Nowicki, AICP (**Planner**)
- Courtney Powell, AICP (**QC Manager**)

6.4. Firm Role

Prime

6.5. Fee

$68K

6.2. Description. WGI holds a five-year contract as of August 2023, with two one-year extensions through 2030. The scope of services under this contract includes general planning services, traffic engineering and planning, LEED and sustainability consulting, graphic design, economic development planning and research, and landscape design plan review and inspection services. ***Start Date: August 2024 | End Date: Ongoing***

The following projects have been awarded to WGI since this contract's inception:

- **Annexation Feasibility Study:** The Village of North Palm Beach enlisted WGI to prepare an Annexation Feasibility Study for the involuntary annexation of three areas that are presently located in unincorporated Palm Beach County. The work performed involved complying with Florida Statutes 171.042.
- **Comprehensive Plan Quality Control:** Peer review, document formatting, and quality control of the Village's recently adopted Comp Plan.

Sevices offered
Planning
Economic Development
Traffic
Graphic Design
Landscape Architecture
Sustainability Consulting

Key Proposed Project Team Personnel

Tab 7

7 Key Proposed Project Team Personnel

Legend

WGI, Inc. (**WGI**)
JFO Group, Inc. (**JFO**)
Jon Stover & Associates, Inc. (**JS&A**)

Organizational Chart

The depth of our team, shown in Tab 8, provides ample capacity to competently complete all assignments in a timely manner. The WGI team brings you strong commitment, dedication, and teamwork.

Town of Loxahatchee Groves

Contract Manager
Angela Biagi, PLA, LEED AP BD+C (**WGI**)

Quality Control
Courtney Powell, AICP (**WGI**)

Planning and Zoning
Kristen Nowicki, AICP (**WGI**)
Roxann Read, ACIP, CFM, FRA-RA, CPM (**WGI**)
Arianna Hilliard, AICP-C (**WGI**)
Raquel Samaroo (**WGI**)

Graphics
Andrew Crozier, AICP (**WGI**)

Landscape
Kirsten Siegel, PLA (**WGI**)
Bryan Jackman, LIAF (**WGI**)

Environmental
John Abbott, PG, CEP (**WGI**)
Rick Harman, CEP, PWS (**WGI**)

GIS
Spencer Shanholtz, AICP (**WGI**)

Traffic Engineering and Planning
Lisa Nisenson (**WGI**)
Michael Bils, AICP (**WGI**)
Juan Ortega, PE (**JFO**)

Architecture
Eric Luttmann, AIA, NCARB (**WGI**)

Economic Development
Jon Stover (**JS&A**)
Leslie Gray, AICP (**JS&A**)

RFQ Team Staffing Experience

Tab 8

8 RFQ Team Staffing Experience

Angela Biagi, PLA, LEED AP BD+C

Contract Manager

Years of Experience Total: 24

Office Location West Palm Beach, FL

Reference 1 ▪ Vulnerability Assessment

8.1. Project Manager

8.2. City of Coconut Creek | Linda Whitman, Sustainability Manager, Sustainable Development | 4800 West Copans Road, Coconut Creek, FL 33063 | P. 561.850.3428 | F. 954.973.6756 | lwhitman@coconutcreek.net

8.3. This study, funded by a Resilient Florida state grant, assessed the impacts of extreme heat, sea level rise, and flooding on city assets to identify vulnerabilities and priority resilience projects, while meeting state requirements, integrating extensive GIS data across agencies, and engaging stakeholders through robust public outreach. | Jan 2023 - Jan 2025

8.4. Contract Cost: $150K

8.5. Angela led a team of planners and data analysts to develop the City's first vulnerability assessment.

8.6. Prime

8.7. Change orders: N/A

Reference 2 ▪ Land Development Code Revision

8.1. Principal in Charge

8.2. Clay County | Chereese Stewart, Assistant County Manager | 477 Houston Street, Green Cove Springs, FL 32043 | P. 904.284.6301 | F. N/A | Chereese.Stewart@claycountygov.com

8.3. WGI updated Articles III (Zoning and Land Use) and VII (Signs) of the Clay County Land Development Code to align with current regulations and County amendments, delivering a cohesive, user-friendly document through effective project management, community engagement, and accessible web content. | Jan 2022 - Aug 2023

8.4. Contract Cost: $204K

8.5. Angela was responsible for project oversight and the overall delivery of a quality project.

8.6. Prime

8.7. Change orders: N/A

Reference 3 ▪ Mobility Plan

8.1. Project Manager

8.2. City of Lake Worth Beach | William Waters, Director for Community Sustainability | 7 N Dixie Highway, Lake Worth Beach, FL 33460 | P. 561.586.1687 | F. N/A | WWaters@lakeworthbeachfl.gov

8.3. WGI developed a data-driven mobility plan that analyzed the City's transportation network, identified crash and traffic trends, and aligned funding, infrastructure, and technology opportunities to improve multimodal safety, access, and performance. | Mar 2023 - Dec 2024

8.4. Contract Cost: $317K

8.5. Angela was responsible for the overall delivery.

8.6. Prime

8.7. Change orders: N/A

Courtney Powell, AICP

Quality Control

Years of Experience Total: 12

Office Location Arlington, VA

Reference 1 ▪ Professional Planning and Development Services

8.1. Quality Control Manager

8.2. Volusia County | Carol McFarlane, Interim Growth and Resource Management Director | 123 W. Indiana Avenue, Deland, FL 32720 | P. 386.736.5959 ext. 12736 | F. N/A | cmcfarlane@volusia.org

8.3. Under a continuing service contract, WGI supports Volusia County by conducting timely zoning reviews of building permit applications for compliance with the Code of Ordinances, providing comments or approvals through the County's online permitting system within statutory deadlines. | Mar 2024 - Ongoing

8.4. Contract Cost: Varies

8.5. Courtney performed material reviews and quality control tasks for each task order, ensuring the review comments accurately met the applicable code requirements.

8.6. Prime

8.7. Change orders: N/A

Reference 2 ▪ Continuing Planning Services

8.1. Quality Control Manager

8.2. Sumter County | Bradley Arnold, County Administrator | 7375 Powell Road, Wildwood, FL 34785 | P. 352.689.4400| F. N/A | bradley.arnold@sumtercountyfl.gov

8.3. Through a continuing services contract awarded in June 2024, WGI supports County planning staff by answering zoning inquiries, reviewing site plans, assisting with vested rights determinations, coordinating plat reviews, and conducting research to update Future Land Use and zoning designations. | Jun 2024 - Ongoing

8.4. Contract Cost: Varies

8.5. Courtney oversees quality control and assurance for all active planning deliverables, ensuring they meet professional standards and project requirements.

8.6. Prime

8.7. Change orders: N/A

Reference 3 ▪ Land Development Code Revision

8.1. Project Manager

8.2. Clay County | Chereese Stewart, Assistant County Manager | 477 Houston Street, Green Cove Springs, FL 32043 | P. 904.284.6301 | F. N/A | Chereese.Stewart@claycountygov.com

8.3. WGI updated Articles III (Zoning and Land Use) and VII (Signs) of the Clay County Land Development Code to align with current regulations and County amendments, delivering a cohesive, user-friendly document through effective project management, community engagement, and accessible web content. | Jan 2022 - Aug 2023

8.4. Contract Cost: $204K

8.5. Courtney was responsible for project management, code regulation standards, and project deliverables quality assurance/quality control (QA/QC).

8.6. Prime

8.7. Change orders: N/A

Kristen Nowicki, AICP

Planning and Zoning

Years of Experience Total: 25

Office Location Fort Lauderdale, FL

Reference 1 ▪ Comprehensive Plan Support Services

8.1. Project Manager

8.2. Seminole Tribe of Florida | Harvey Rambarath, Director of Planning and Development | 5700 Griffin Road, Davie, FL 33314 | P. 954.966.6300 ext. 10647 | F. N/A | harveyrambarath@semtribe.com

8.3. WGI supported the Seminole Tribe of Florida in developing its first comprehensive plan by reviewing existing conditions, providing recommendations on plans, maps, and outreach tools, and facilitating stakeholder engagement to ensure the plan reflects Tribal culture, traditions, and goals for the next decade. | Dec 2020 - Nov 2022

8.4. Contract Cost: Confidential

8.5. Kristen provided peer review and oversight of a draft comprehensive plan for several Seminole Tribe of Florida Reservations and Settlements.

8.6. Prime

8.7. Change orders: N/A

Reference 2 ▪ Miscellaneous Planning Services

8.1. Project Manager

8.2. Town of Davie | David Quigley, Planning and Zoning Manager | 8800 SW 36th Street, Davie, FL 33328 | P. 954.797.1075 | F. N/A | dquigley@davie-fl.gov

8.3. Under a three-year Planning Services contract beginning in January 2023, WGI assists the Town of Davie with development review and general planning services, including site development application reviews and updates to the Comprehensive Plan and supporting analysis. | Jul 2023 - Ongoing

8.4. Contract Cost: $180K

8.5. Kristen manages task orders by assigning the appropriate team members and reviewing deliverables, while leading the Comprehensive Plan update by addressing the State's ORC report and guiding the data, inventory, and analysis.

8.6. Prime

8.7. Change orders: N/A

Reference 3 ▪ Wayfinding Signage Inventory and Analysis

8.1. Project Manager

8.2. City of Miami Beach | Rodney Knowles, Assistant Public Works Director | 1700 Convention Center Drive, Miami Beach, FL 33139 | P. 305.673.7000 | F. 786.394.4536 | rodneyknowles@miamibeachfl.gov

8.3. WGI completed a comprehensive audit of Miami Beach's municipal signage by documenting conditions in a GIS database, analyzing data, and providing strategies, cost estimates, and best practices—including future-focused approaches like digital and smartphone-integrated wayfinding systems. | Mar 2023 - May 2023

8.4. Contract Cost: $64.8K

8.5. Kristen managed the team's data collection and results dashboard, supported field work, collaborated on the report, and presented the findings to the city manager and staff.

8.6. Prime

8.7. Change orders: N/A

Roxann Read, AICP, CFM, FRA-RA, CPM

Planning and Zoning

Years of Experience Total: 18

Office Location Orlando, FL

Reference 1 ▪ Professional Planning and Development Services

8.1. Project Manager

8.2. Volusia County | Carol McFarlane, Interim Growth and Resource Management Director | 123 W. Indiana Avenue, Deland, FL 32720 | P. 386.736.5959 ext. 12736 | F. N/A | cmcfarlane@volusia.org

8.3. Under a continuing service contract, WGI supports Volusia County by conducting timely zoning reviews of building permit applications for compliance with the Code of Ordinances, providing comments or approvals through the County's online permitting system within statutory deadlines. | Mar 2024 - Ongoing

8.4. Contract Cost: Varies

8.5. Roxann serves as Project Manager for this continuing services contract.

8.6. Prime

8.7. Change orders: N/A

Reference 2 ▪ Continuing Planning Services

8.1. Project Manager

8.2. Sumter County | Bradley Arnold, County Administrator | 7375 Powell Road, Wildwood, FL 34785 | P. 352.689.4400| F. N/A | bradley.arnold@sumtercountyfl.gov

8.3. Through a continuing services contract awarded in June 2024, WGI supports County planning staff by answering zoning inquiries, reviewing site plans, assisting with vested rights determinations, coordinating plat reviews, and conducting research to update Future Land Use and zoning designations. | Jun 2024 - Ongoing

8.4. Contract Cost: Varies

8.5. Roxann serves as Project Manager for this continuing services contract.

8.6. Prime

8.7. Change orders: N/A

Reference 3 ▪ Planning Services

8.1. Project Manager

8.2. Village of North Palm Beach | Charles Huff, Community Development Director | 501 US Highway One, North Palm Beach, FL 33408 | P. 561.841.3380 | F. N/A | chuff@village-npb.org

8.3. WGI led a feasibility study for the Village of North Palm Beach by inventorying services, evaluating land use, zoning, and population data, and preparing statutory-compliant maps and analyses to support potential annexation. | Oct 2023 - Nov 2023

8.4. Contract Cost: $68K

8.5. Roxann served as Project Manager for an Annexation Feasibility Study involving the involuntary annexation of three areas located in unincorporated Palm Beach County.

8.6. Prime

8.7. Change orders: N/A

Arianna Hilliard, AICP-C

Planning and Zoning

Years of Experience Total: 3

Office Location West Palm Beach, FL

Reference 1 ▪ Professional Planning and Development Services

8.1. Project Manager

8.2. Volusia County | Carol McFarlane, Interim Growth and Resource Management Director | 123 W. Indiana Avenue, Deland, FL 32720 | P. 386.736.5959 ext. 12736 | F. N/A | cmcfarlane@volusia.org

8.3. Under a continuing service contract, WGI supports Volusia County by conducting timely zoning reviews of building permit applications for compliance with the Code of Ordinances, providing comments or approvals through the County's online permitting system within statutory deadlines. | Mar 2024 - Ongoing

8.4. Contract Cost: Varies

8.5. Arianna reviews submitted permits and associated documents for compliance and provides comments to indicate deficiencies.

8.6. Prime

8.7. Change orders: N/A

Reference 2 ▪ General Planning Services

8.1. Planner

8.2. Town of Cutler Bay | Jared Munster, Community Development Director | 10720 Caribbean Boulevard, Suite 105, Cutler Bay, FL 33189 | P. 786.573.5506 | F. 305.234.4251 | jmunster@cutlerbay-fl.gov

8.3. WGI provides comprehensive planning services to the Town of Cutler Bay under a multi-year contract, including development application reviews, multidisciplinary comments, council presentations, and support for commercial, residential, and variance requests. | Nov 2023 - Ongoing

8.4. Contract Cost: $19.8K (to date)

8.5. Arianna assists with the review of development applications and preparation of comment letters and staff reports.

8.6. Prime

8.7. Change orders: N/A

Reference 3 ▪ Continuing Planning Services

8.1. Project Manager

8.2. Sumter County | Bradley Arnold, County Administrator | 7375 Powell Road, Wildwood, FL 34785 | P. 352.689.4400| F. N/A | bradley.arnold@sumtercountyfl.gov

8.3. Through a continuing services contract awarded in June 2024, WGI supports County planning staff by answering zoning inquiries, reviewing site plans, assisting with vested rights determinations, coordinating plat reviews, and conducting research to update Future Land Use and zoning designations. | Jun 2024 - Ongoing

8.4. Contract Cost: Varies

8.5. Arianna reviews site plan submittals for compliance with the County Code or ordinances and prepares comment letters as requested.

8.6. Prime

8.7. Change orders: N/A

Raquel Samaroo

Planning and Zoning

Years of Experience Total: 3

Office Location West Palm Beach, FL

Reference 1 ▪ Professional Planning and Development Services

8.1. Planner

8.2. Volusia County | Carol McFarlane, Interim Growth and Resource Management Director | 123 W. Indiana Avenue, Deland, FL 32720 | P. 386.736.5959 ext. 12736 | F. N/A | cmcfarlane@volusia.org

8.3. Under a continuing service contract, WGI supports Volusia County by conducting timely zoning reviews of building permit applications for compliance with the Code of Ordinances, providing comments or approvals through the County's online permitting system within statutory deadlines. | Mar 2024 - Ongoing

8.4. Contract Cost: Varies

8.5. Raquel assisted with zoning reviews for building permit applications and reviewed submittal documents for consistency with the County's Code of Ordinances.

8.6. Prime

8.7. Change orders: N/A

Reference 2 ▪ Land Development Code Revision

8.1. Planner and Designer

8.2. Clay County | Chereese Stewart, Assistant County Manager | 477 Houston Street, Green Cove Springs, FL 32043 | P. 904.284.6301 | F. N/A | Chereese.Stewart@claycountygov.com

8.3. WGI updated Articles III (Zoning and Land Use) and VII (Signs) of the Clay County Land Development Code to align with current regulations and County amendments, delivering a cohesive, user-friendly document through effective project management, community engagement, and accessible web content. | Jan 2022 - Aug 2023

8.4. Contract Cost: $204K

8.5. Raquel was a planner and graphic designer for Clay County's Code Revision, responsible for code regulation standards and graphics.

8.6. Prime

8.7. Change orders: N/A

Reference 3 ▪ Mobility Plan

8.1. Planner and Designer

8.2. City of Lake Worth Beach | William Waters, Director for Community Sustainability | 7 N Dixie Highway, Lake Worth Beach, FL 33460 | P. 561.586.1687 | F. N/A | WWaters@lakeworthbeachfl.gov

8.3. WGI developed a data-driven mobility plan that analyzed the City's transportation network, identified crash

and traffic trends, and aligned funding, infrastructure, and technology opportunities to improve multimodal safety, access, and performance. | Mar 2023 - Dec 2024

8.4. Contract Cost: $317K

8.5. Raquel assisted in data analysis and graphic creation for the project. She was responsible for finalizing and illustrating survey data and creating cross section for suggested roadway improvements.

8.6. Prime

8.7. Change orders: N/A

Andrew Crozier, AICP

Graphics

Years of Experience Total: 11

Office Location West Palm Beach, FL

Reference 1 ▪ West Palm Beach Visioning Sessions

8.1. Graphic Designer

8.2. City of West Palm Beach | Thomas Valeo, Chief of Staff | 401 Clematis Street, West Palm Beach, FL 33401 | P. 561.850.3428 | F. N/A | Tvaleo@wpb.org

8.3. Funded by the City of West Palm Beach, WGI hosted open houses in each Commission District to inform residents about City services and initiatives through interactive exhibits and graphic displays, facilitating community feedback and engagement on key local issues. | Dec 2023 - Apr 2024

8.4. Contract Cost: $25K

8.5. Andrew designed three to five boards for each booth to showcase important information for each booth.

8.6. Prime

8.7. Change orders: N/A

Reference 2 ▪ Westgate CRA Streetscape Project Graphics

8.1. Graphic Designer

8.2. Palm Beach County | Elizee Michel, Director | 1280 N Congress Avenue, Suite 215, West Palm Beach, FL 33409 | P. 561.640.8181 | F. N/A | Emichel@co.palm-beach.fl.us

8.3. WGI created illustrative site plans and streetscape renderings for the Westgate CRA in West Palm Beach to support public outreach and visualize proposed improvements, including section cuts and detailed graphics. | Nov 2023 - Dec 2023

8.4. Contract Cost: $5.2K

8.5. Andrew rendered the streetscape graphics to showcase improvements to the public. Graphics included section cuts and illustrative site plans.

8.6. Prime

8.7. Change orders: N/A

Reference 3 ▪ FWC JW Corbett Campground Master Wayfinding Plan for Campground G

8.1. Graphic Designer

8.2. FWC | Catalina Weaver, P.E., Public Access Services Office | o1875 East Orange Avenue, Tallahassee, FL 32301 | P. 850.922.6160 | F. N/A | Catalina.Weaver@myfwc.com

8.3. WGI developed a comprehensive wayfinding master plan for Campground G featuring a natural color palette, compliant signage, and clear designations for entry, directions, and campsite markers, delivered alongside an engineering-level redesign to create a fully accessible recreation area. | Mar 2022 - Apr 2022

8.4. Contract Cost: $12.4K

8.5. Andrew designed a comprehensive wayfinding master plan for Campground G that included a natural color pallette to compliment the area's natural features.

8.6. Prime

8.7. Change orders: N/A

Kirsten Siegel, PLA

Landscape

Years of Experience Total: 17

Office Location West Palm Beach, FL

Reference 1 ▪ Sun Lakes Park - Playground Replacement

8.1. Project Manager

8.2. Miami-Dade County | Edward Luckett, Construction Manager II |275 NW 2nd Street, 4th Floor, Suite 404 | Miami, FL 33128 | P. 786.795.8595 | F. N/A | email unavailable

8.3. Sun Lake Park improvements featured a nature-based playground, new basketball courts, and enhanced landscaping to promote biodiversity, with playground design encouraging exploration and awareness of Miami-Dade County's tropical hardwood hammock ecosystem. | Jan 2021 - Ongoing

8.4. Construction Cost: $850K

8.5. Kirsten was responsible for conceptual design and design development through construction documentation, as well as overall project management.

8.6. Prime

8.7. Change orders: Yes, change orders were for additional scope added to project.

Reference 2 ▪ Park Connector Pathways

8.1. Project Manager

8.2. Village of Palm Springs | Juan Ruiz, Parks and Recreation Director | 226 Cypress Lane, Palm Springs, FL 33461 | P. 561.584.8200 ext. 8450 | F. N/A | jcruiz@vpsfl.org

8.3. WGI provided landscape architecture, geospatial, and electrical design for 4 phases of the Village of Palm Springs Park Connector Pathway, enhancing pedestrian connectivity and safety with new pathways and trailhead signage as part of the Village's Master Plan. | Jun 2018 - Jun 2023

8.4. Design Cost: $478K

8.5. Kirsten managed this four-phased project from conceptual design through construction close-out.

8.6. Prime

8.7. Change orders: N/A

Reference 3 ▪ Clear Lake Trail

8.1. Landscape Architect

8.2. City of West Palm Beach | Kevin Volbrecht, Director of Engineering | 401 Clematis St. 4th Floor, PO Box 3366, West Palm Beach, FL 33402 | P. 561.494.1091 | F. N/A | kvolbrecht@wpb.org

8.3. WGI provided comprehensive design services and FDOT LAP assistance for the final phase of the Turquoise Trail, delivering a mile-long pedestrian trail and boardwalk with landscape improvements, water purification plantings, amenities, and interpretive signage connecting Clear Lake to Downtown West Palm Beach. | Aug 2020 - Apr 2021

8.4. Construction Cost: $1.5M

8.5. Kirsten provided the conceptual design for the trail and led the development of the landscape improvements, including canopy trees for shade along the trail and littoral plantings along the edge of Clear Lake to provide additional water purification.

8.6. Prime

8.7. Change orders: N/A

Bryan Jackman, LIAF

Landscape

Years of Experience Total: 22

Office Location West Palm Beach, FL

Reference 1 ▪ Sun Lakes Park - Playground Replacement

8.1. Landscape Designer/Inspector

8.2. Miami-Dade County | Edward Luckett, Construction Manager II |275 NW 2nd Street, 4th Floor, Suite 404 | Miami, FL 33128 | P. 786.795.8595 | F. N/A | email unavailable

8.3. Sun Lake Park improvements featured a nature-based playground, new basketball courts, and enhanced landscaping to promote biodiversity, with playground design encouraging exploration and awareness of Miami-Dade County's tropical hardwood hammock ecosystem. | Jan 2021 - Ongoing

8.4. Construction Cost: $850K

8.5. Bryan was responsible for taking the conceptual design and design development through construction .

8.6. Prime

8.7. Change orders: Yes, change orders were for additional scope added to project.

Reference 2 ▪ Park Connector Pathways

8.1. Landscape Designer/Inspector

8.2. Village of Palm Springs | Juan Ruiz, Parks and Recreation Director | 226 Cypress Lane, Palm Springs, FL 33461 | P. 561.584.8200 ext. 8450 | F. N/A | jcruiz@vpsfl.org

8.3. WGI provided landscape architecture, geospatial, and electrical design for 4 phases of the Village of Palm Springs Park Connector Pathway, enhancing pedestrian connectivity and safety with new pathways and trailhead signage as part of the Village's Master Plan. | Jun 2018 - Jun 2023

8.4. Design Cost: $478K

8.5. Bryan worked on the landscape and irrigation design for the four-phased project, and performed the site inventory of the existing vegetation.

8.6. Prime

8.7. Change orders: N/A

Reference 3 ▪ Clear Lake Trail

8.1. Role

8.2. City of West Palm Beach | Kevin Volbrecht, Director of Engineering | 401 Clematis St. 4th Floor, PO Box 3366, West Palm Beach, FL 33402 | P. 561.494.1091 | F. N/A | kvolbrecht@wpb.org

8.3. WGI provided comprehensive design services and FDOT LAP assistance for the final phase of the Turquoise Trail, delivering a mile-long pedestrian trail and boardwalk with landscape improvements, water purification plantings, amenities, and interpretive signage connecting Clear Lake to Downtown West Palm Beach. | Aug 2020 - Apr 2021

8.4. Construction Cost: $1.5M

8.5. Bryan assisted on the design for the trail and landscape improvements, and performed inspections of the landscape installation.

8.6. Prime

8.7. Change orders: N/A

Lisa Nisenson

Traffic Engineering and Planning

Years of Experience Total: 37

Office Location West Palm Beach, FL

Reference 1 ▪ Mobility Plan

8.1. Mobility Lead

8.2. City of Lake Worth Beach | William Waters, Director for Community Sustainability | 7 N Dixie Highway, Lake Worth Beach, FL 33460 | P. 561.586.1687 | F. N/A | WWaters@lakeworthbeachfl.gov

8.3. WGI developed a data-driven mobility plan that analyzed the City's transportation network, identified crash and traffic trends, and aligned funding, infrastructure, and technology opportunities to improve multimodal safety, access, and performance. | Mar 2023 - Dec 2024

8.4. Contract Cost: $317K

8.5. Lisa is leading the mobility, policy, and funding aspects of this first-of-its-kind mobility plan.

8.6. Prime

8.7. Change orders: N/A

Reference 2 ▪ Sustainable Mobility Plan

8.1. Principal

8.2. Envirnomental Partners| James Fitzgerald, Principal | 1900 Crown Colony Dr., Suite 402 Quncy, MA 02169 | P. 617.657.0200 | F. N/A | jdf@envpartners.com

8.3. WGI led stakeholder engagement, data strategy, research, and analysis to develop mobility and climate recommendations for a Boston suburb, identifying concepts like the 15-minute city and transit-oriented development for commuter rail stations and aligning the plan with new state housing laws and infrastructure grants. | Mar 2021 - Jul 2021

8.4. Contract Cost: $25K

8.5. Lisa led stakeholder engagement, data strategy development, research, and analysis to develop recommendations that improve mobility and climate outcomes.

8.6. Subconsultant

8.7. Change orders: N/A

Reference 3 ▪ Comprehensive Plan and Land Development Code Revision

8.1. Mobility Lead

8.2. Dover Kohl & Partenrs | Victor Doer, Principal | 1571 Sunset Drive, Coral Gabels, FL 33143 | P. 305.984.7331 | F. N/A | vdover@doverkohl.com

8.3. WGI helped develop new vision and comprehensive plan documents for Neptune Beach emphasizing technology, mobility, parking, and complete streets, while adapting stakeholder engagement during COVID-19 to broaden participation. | Nov 2020 - Aug 2021

8.4. Contract Cost: $5.8K

8.5. Lisa led stakeholder engagement, data strategy development, research, and analysis.

8.6. Subconsultant

8.7. Change orders: N/A

Michael Bils, AICP

Traffic Engineering and Planning

Years of Experience Total: 5

Office Location Dallas, TX

Reference 1 ▪ City of Kyle Traffic Study

8.1. Senior Planner

8.2. City of Kyle | Leon Barba, City Engineer | 100 West Center Street, Kyle, TX 78640 | P. 512.262.3958 | F. N/A | cityengineer@cityofkyle.com

8.3. The City of Kyle's traffic study expanded from a single intersection to the FM 1626 corridor, using advanced analysis tools to recommend context-sensitive solutions that improve safety and traffic flow, align with long-term development, and provide a foundation for coordinated regional infrastructure planning. | Aug 2024 - Jun 2025

8.4. Contract Cost: $58K

8.5. Selection of proven safety countermeasures, visualizations of selected countermeasures, and GIS mapping of proposed development phasing.

8.6. Prime

8.7. Change orders: N/A

Reference 2 ▪ Mobility Plan

8.1. Mobility Planner

8.2. City of Lake Worth Beach | William Waters, Director for Community Sustainability | 7 N Dixie Highway, Lake Worth Beach, FL 33460 | P. 561.586.1687 | F. N/A | WWaters@lakeworthbeachfl.gov

8.3. WGI developed a data-driven mobility plan that analyzed the City's transportation network, identified crash and traffic trends, and aligned funding, infrastructure, and technology opportunities to improve multimodal safety, access, and performance. | Mar 2023 - Dec 2024

8.4. Contract Cost: $317K

8.5. High-quality analysis of the City's mobility network while identifying key trends concerning crashes, annual average daily traffic, and infrastructure.

8.6. Prime

8.7. Change orders: N/A

Reference 3 ▪ Broadway & Ogden Lane Traffic Stu

8.1. Mobility Planner

8.2. City of Alamo Heights | Francisco Orta, Public Works Director | 6116 Broadway, San Antonio, TX 78209 | P. 210.822.3331 | F. N/A | forta@alamoheightstx.gov

8.3. WGI conducted a comprehensive traffic study and developed improvement schematics for the Broadway and Ogden Lane intersection in Alamo Heights, addressing pedestrian safety, crosswalk enhancements, potential signalization, and consensus-building with city stakeholders. | Nov 2023 - Jun 2024

8.4. Contract Cost: $6.5K

8.5. Traffic data analysis, signal warrant analysis, mapping, and visualizations.

8.6. Prime

8.7. Change orders: N/A

Juan Ortega, PE

Traffic Engineering and Planning

Years of Experience Total: 25

Office Location West Palm Beach, FL

Reference 1 ▪ Sebastian Landing

8.1. Traffic Engineer

8.2. CJM Communities | David Ofstein, Director of Land Development | 9825 SW 18th Street, Boca Raton, FL 33428 | P. 561.488.9509 | F. N/A | email unavailable

8.3. Traffic engineering and professional services for a 13.5-acre multifamily residential community development located at US 1 and 109th Street in unincorporated Indian River County, Florida. The team secured Conceptual Planned Development approval for the project and is working on Preliminary Planned Development approval. | May 2018 - Ongoing

8.4. Contstruction Cost: N/A

8.5. Traffic impact analysis and traffic engineering services.

8.6. Subconsultant

8.7. Change orders: N/A

Reference 2 ▪ Inspired Education

8.1. Traffic Engineer

8.2. J Kelly Adviors | Joseph Stamp, Financial Advisor | 1825 NW Corporate Blvd, Suite 110, Boca Raton, FL 33431 | P. 561.386.1080 | F. N/A | Joseph@jkellyadvisors.com

8.3. Traffic engineering and professional services for a 30.1 acre private school located in unincorporated Palm Beach County. The team is working on securing a development order amendment, variance, and conditional use approvals. | Mar 2025 - Ongoing

8.4. Construcrtion Cost: N/A

8.5. Trip generation memo and traffic engineering services.

8.6. Subconsultant

8.7. Change orders: N/A

Reference 3 ▪ Vintage Oaks

8.1. Traffic Engineer

8.2. DR Horton | Maria Bolivar, Entitlements Manager | 6123 Lyons Road, Suite 100, Coconut Creek, FL 33073 | P. 954.949.3061 | F. N/A | email unavailable

8.3. Traffic engineering and professional services for an 18.8 acre townhome development located in Palm Beach Gardens. The team secured a comprehensive plan amendment, zoning amendment, and site plan approval. | Nov 2020 - Ongoing

8.4. Construction Cost: $TBD

8.5. Traffic impact analysis and traffic engineering services.

8.6. Subconsultant

8.7. Change orders: N/A

John Abbott, PG, CEP

Environmental

Years of Experience Total: 30

Office Location West Palm Beach, FL

Reference 1 ▪ Grand Palms

8.1. Environmental Scientist

8.2. ONX Homes | Jose Inglesias, Development Manager | 1200 NW 15th Street, Pompano Beach, FL 33030 | P. 305.297.3882 | F. N/A | Jose.inglesias@ONXHomes.com

8.3. WGI managed the conversion of a contaminated 77-acre agricultural farm to residential use by developing and implementing a Risk Based Corrective Action Closure approach, including soil management, engineering controls, restrictive covenants, and extensive remediation oversight to meet residential cleanup standards. | Jan 2021 - Ongoing

8.4. Contract Cost: $500K

8.5. John prepared the remediation plan, collected soil samples, installed groundwater monitoring wells, and had a leading role in development of the soil management plan.

8.6. Prime

8.7. Change orders: N/A

Reference 2 ▪ Groves Town Center

8.1. Environmental Scientist

8.2. Delaware North | Daniel Zimmer, Vice President | 250 Delaware Avenue, Buffalo, NY 14202 | P. 716.8.5208 | F. N/A | dzimmer@delawarenorth.com

8.3. WGI delivered planning and environmental services—including site assessments, wildlife surveys, permitting, tree inventory, tornado impact assessment, and habitat delineation—for Delaware North's multi-phase, mixed-use project in Loxahatchee Groves. | Feb 2021 - Apri 2025

8.4. Contract Cost: $54.7K

8.5. John conducted a Phase I ESA. He also obtained a permit from FWC and relocated gopher tortoises.

8.6. Prime

8.7. Change orders: N/A

Reference 3 ▪ Central Browad Park

8.1. Environmental Scientist

8.2. Broward County | Linda Briggs Thompson, Environmental Program Manager | 950 NW 38th Street, Oakland Park, FL 33309 | P. 954.657.8120 | F. N/A | lbriggs@broward.gov

8.3. WGI supported a stadium expansion at a public park by providing environmental services such as wildlife surveys, an owl protection and relocation plan, preserve establishment, permitting, onsite compliance oversight, and safe owl relocation in adherence with FWC guidelines. | Jan 2023 - Dec 2024

8.4. Contract Cost: $35K

8.5. John obtained a permit from FWC and relocated burrowing owls.

8.6. Prime

8.7. Change orders: N/A

Rick Harman, CEP, PWS

Environmental

Years of Experience Total: 22

Office Location West Palm Beach, FL

Reference 1 ▪ Tree Canopy Assessment

8.1. Project Manager

8.2. Martin County | Todd Warren, Urban Forestry Manager | 2401 SE Monterey Road, Stuart, FL 34996 | P. 772.219.4934 | F. 772.288.5955 | twarren@martin.fl.us

8.3. WGI conducted a tree canopy assessment of county-owned rights-of-way using filtered lidar data and field verification, then developed a StoryMap to help the County showcase results and support urban forest grant applications. | Apr 2024 - Nov 2024

8.4. Construction Cost: $79.4K

8.5. Rick managed the project, served as client liaison, performed field verification of canopy data, and presented study results to the Board of County Commissioners..

8.6. Prime

8.7. Change orders: N/A

Reference 2 ▪ Mapp Creek Water Quality Project

8.1. Project Manager

8.2. Martin County | Michael Yustin, Senior Project Manager | 2401 SE Monterey Road, Stuart, FL 34996 | P. 772.220.7114 | F. 772.288.5955 | myustin@martin.fl.us

8.3. Under a continuing services contract, WGI conducted a feasibility study and developed conceptual and preliminary design plans for restoring Mapp Creek and treating stormwater from the Hog and Mapp Creek watersheds, proposing a widened channel, littoral shelves, bio-absorption material, and a weir to significantly reduce nutrient loads into the St. Lucie River. | Mar 2023 - May 2025

8.4. Construction Cost: $187.9K

8.5. Rick served as project manager and the primary point of contact with Martin County Public Works Department for the feasibility study.

8.6. Prime

8.7. Change orders: N/A

Reference 3 ▪ Groves Town Center

8.1. Certified Arborist

8.2. Delaware North | Daniel Zimmer, Vice President | 250 Delaware Avenue, Buffalo, NY 14202 | P. 716.8.5208 | F. N/A | dzimmer@delawarenorth.com

8.3. WGI delivered planning and environmental service including site assessments, wildlife surveys, permitting, tree inventory, tornado impact assessment, and habitat delineation—for Delaware North's multi-phase, mixed-use project in Loxahatchee Groves. | Feb 2021 - Apri 2025

8.4. Contract Cost: $54.7K

8.5. Rick conducted a Phase I ESA. He also obtained a permit from FWC and relocated gopher tortoises.

8.6. Prime

8.7. Change orders: N/A

Spencer Shanholtz, AICP

GIS

Years of Experience Total: 8

Office Location Arlington, VA

Reference 1 ▪ Vulnerability Assessment

8.1. Senior Planner

8.2. City of Palm Beach Gardens | Emely Robinson, Operations Manager, Community Services | 4050 Johnson Dairy Road, Palm Beach Gardens, FL 33410 | P. 561.804.7016 | F. N/A | erobinson@pbgfl.com

8.3. The project assessed Palm Beach Gardens' vulnerability to sea level rise and flooding, evaluated impacts on municipal assets, developed resilience strategies aligned with FDEP requirements, and facilitated cross-agency GIS collaboration to strengthen the City's competitiveness for future resilience funding. | Aug 2024 - Jun 2024

8.4. Contract Cost: $180K

8.5. Spencer led GIS analysis and qualitative research for a climate vulnerability assessment funded by an FDEP Resilient Florida grant.

8.6. Prime

8.7. Change orders: N/A

Reference 2 ▪ Mobility Plan

8.1. Senior Planner

8.2. City of Lake Worth Beach | William Waters, Director for Community Sustainability | 7 N Dixie Highway, Lake Worth Beach, FL 33460 | P. 561.586.1687 | F. N/A | WWaters@lakeworthbeachfl.gov

8.3. WGI developed a data-driven mobility plan that analyzed the City's transportation network, identified crash and traffic trends, and aligned funding, infrastructure, and technology opportunities to improve multimodal safety, access, and performance. | Mar 2023 - Dec 2024

8.4. Contract Cost: $317K

8.5. Spencer provided support with data, analysis, mapping and visualization.

8.6. Prime

8.7. Change orders: N/A

Reference 3 ▪ Comprehensive Master Plan

8.1. Senior Planner

8.2. City of Greenwood | Stephen Larson, City Administrator | 709 West Main, Greenwood, MO 64034 | P. 816.400.7522 | F. N/A | slarson@greenwoodmo.com

8.3. This year-long project will result in a comprehensive plan that provides guidance for decision-making for the next 10 years. | Jan 2025 - Ongoing

8.4. Contract Cost: $100K

8.5. Spencer was responsible for data and analysis and GIS mapping.

8.6. Subconsultant

8.7. Change orders: N/A

Eric Luttmann, AIA, NCARB

Architecture

Years of Experience Total: 18

Office Location Tampa, FL

Reference 1 ▪ Escambia-Santa Rosa Regional Public Safety Management Center

8.1. Project Manager

8.2. Emerald Coast Regional Council | Kandase Lee, CEO | 4081 E Olive Road, Suite A, Pensacola, FL 32514 | P. 850.332.7976 | F. N/A | kandase.lee@ecrc.org

8.3. The new traffic management facility for Escambia County

and the City of Pensacola will integrate two secure areas for Local Traffic Management Operations and the Emerald Coast Regional Council. The site is located directly next to the local Emergency Operations Center and is meant to be connected in the future with pedestrian access. | Design: Mar 2023 - Mar 2025

8.4. Contract Cost: Design: $1.7M

8.5. Eric led facility design, technology integration, and disaster-resilient architecture.

8.6. Prime

8.7. Change orders: Innovation Services: $50K, Design: $240K, Digital Consulting: $10K = CO Total: $300K

Reference 2 ▪ Jacksonville Transportation Authority, (JTA) Ultimate Urban Circulator (U2C)

8.1. Project Manager

8.2. JTA | Angie Williams, Project Manager II, | 121 W. Forsythe Street, Suite 200, Jacksonville, FL 32202 | P. 305.670.2350 | F. N/A | awilliams@jtafla.com

8.3. JTA's U2C project is a comprehensive transit program to modernize and expand the Downtown Jacksonville Skyway and introduce autonomous vehicles (AVs) to JTA's transportation services. The overall project consists of multiple phases of work to provide shuttle transit service to the downtown urban core of Bay Street as well as expanded services to adjacent neighborhoods, medical facilities, and education centers, utilizing the existing overhead skyway structure, servicing over 10 miles of transit route. | Design: Jan 2022 - Aug 2024 | Construction: Aug 2024 - Apr 2025

8.4. Contract Cost: Design Fees: $5.8M | Construction Cost: $45M

8.5. Eric oversees planning, design coordination, infrastructure upgrades, and delivery of JTA's U²C autonomous transit project.

8.6. Prime

8.7. Change orders: Progressive design build projects was negotiated at each phase deliverable. All changes of scope were negotiated at the time.

Reference 3 ▪ Brevard Operations Center

8.1. Project Manager

8.2. Florida Department of Education | Mark Weigly, RA | 325 W Gaines Street, Tallahassee, FL 32399 | P. 850.245.9296 | F. N/A | mark.weigly@fldoe.org

8.3. The project included the phased redevelopment of a 30 acre active site with a modern facility, all while maintaining 100% functionality of the existing operations. | Design: Apr 2014 - Feb 2015 | Construction: May 2015 - Jan 2017

8.4. Contract Cost: Design: N/A* | Construction Admin: $125K | Construction: $16M

8.5. Eric managed RFP, phased redevelopment, and emergency operations planning.

8.6. Prime

8.7. Change orders: Design was performed by Eric Luttmann, AIA, NCARB as the Architect of Record, while employed at a prior firm. He was subsequently hired to perform Construction Administration Services after the employment change to WGI. He continued to perform professional services with zero interruption to the quality of service.

Jon Stover

Economic Development

Years of Experience Total: 20

Office Location Washington, DC

Reference 1 ▪ Economic Development Plan

8.1. Economic Development Specialist

8.2. City of Boynton Beach | John Durgan, Economic Development Manager (Former) | 100 E Ocean Avenue, Boynton Beach, FL 33435 | P. 561.742.6000 | F. N/A | email unavailable

8.3. JS&A, partnering with Florida International University, developed a citywide Economic Development Plan that leverages placemaking and district strategies as tools for community-based economic growth, providing retail analysis, economic impact assessment, and overall plan support. | Jun 2022 - Apr 2023

8.4. Construction Cost: N/A

8.5. Retail conditions analysis, economic impact analysis, opportunity and placemaking assessment, business attraction, plan development and support, and stakeholder engagement.

8.6. Subconsultant

8.7. Change orders: N/A

Reference 2 ▪ Economic Development Element

8.1. Economic Development Specialist

8.2. City of Cape Canaveral | Tamsin Bell, Community and Economic Development Director | 100 Polk Avenue, P.O. Box 326, Cape Canaveral, FL 32920 | P. 321.868.1220 ext. 118 | F. 321.868.1248 | email unavailable

8.3. JS&A is collaborating with WGI to deliver Cape Canaveral's first Economic Development Element, providing strategic direction, industry targeting, economic and demographic analysis, stakeholder engagement, and plan development for the city's Comprehensive Plan. | Feb 2025 - Ongoing

8.4. Construction Cost: N/A

8.5. Existing plan review, economic conditions analysis, economic development element development and support, and stakeholder engagement.

8.6. Subconsultant

8.7. Change orders: N/A

Reference 3 ▪ Economic Development Study , Land Use Study, and Tax Base Assessment

8.1. Economic Development Specialist

8.2. Carroll County | Paige Suderland, Deputy Director | 225 North Center Street, Westminster, MD 21157 | P. 410.386.2400 | F. N/A | epsunderland@carrollcountymd.gov

8.3. JS&A, as part of a WGI-led team, conducted comprehensive land use, economic, real estate, and demographic analyses for Carroll County to inform future

Leslie Gray, AICP

Economic Development

Years of Experience Total: 12

Office Location Washington, DC

Reference 1 ▪ Economic Development Plan

8.1. Economic Development Specialist

8.2. City of Boynton Beach | John Durgan, Economic Development Manager (Former) | 100 E Ocean Avenue, Boynton Beach, FL 33435 | P. 561.742.6000 | F. N/A | email unavailable

8.3. JS&A, partnering with Florida International University, developed a citywide Economic Development Plan that leverages placemaking and district strategies as tools for community-based economic growth, providing retail analysis, economic impact assessment, and overall plan support. | Jun 2022 - Apr 2023

8.4. Construction Cost: N/A

8.5. Retail conditions analysis, economic impact analysis, opportunity and placemaking assessment, business attraction, plan development and support, and stakeholder engagement.

8.6. Subconsultant

8.7. Change orders: N/A

Reference 2 ▪ Economic Development Element

8.1. Economic Development Specialist

8.2. City of Cape Canaveral | Tamsin Bell, Community and Economic Development Director | 100 Polk Avenue, P.O. Box 326, Cape Canaveral, FL 32920 | P. 321.868.1220 ext. 118 | F. 321.868.1248 | email unavailable

8.3. JS&A is collaborating with WGI to deliver Cape Canaveral's first Economic Development Element, providing strategic direction, industry targeting, economic and demographic analysis, stakeholder engagement, and plan development for the City's Comprehensive Plan. | Feb 2025 - Ongoing

8.4. Construction Cost: N/A

8.5. Existing plan review, economic conditions analysis, economic development element development and support, and stakeholder engagement.

8.6. Subconsultant

8.7. Change orders: N/A

Reference 3 ▪ Comprehensive Plan

8.1. Economic Development Specialist

8.2. City of Red Bank | Leslie Slay (Johnson), Director of Community Development | 3105 Daytona BOulevard, Red Bank, TN 37415 | P. 423.680.1933 | F. N/A | email unavailable

8.3. JS&A partnered with TSW to update Red Bank's Comprehensive Plan, focusing on strategic growth, green space, recreation, retail, and small business support, while leading housing and economic development analysis and facilitating community engagement. | Jan 2024 - Jun 2025

8.4. Construction Cost: N/A

8.5. Existing conditions analysis, economic development strategy, housing strategy, best practice research, implementation recommendations, and community engagement.

8.6. Subconsultant

8.7. Change orders: N/A

Capability and Commitment to Meet Time, Quality, and Budget Requirements

Tab 9

9 Capability and Commitment to Meet Time, Quality, and Budget Requirements

9.1. Financial Capability

WGI, Inc. and Subsidiaries

Consolidated Balance Sheets

	December 27, 2024	December 29, 2023
ASSETS		
Current Assets		
Cash	$ 3,880,995	$ 2,869,387
Investments - equity securities at fair value	10,432,166	7,717,172
Investments - fixed maturity securities at fair value	1,020,125	3,325,625
Accounts receivable, net of allowances for credit losses of $410,177 and $427,015	19,698,073	20,007,774
Retainage	1,396,664	785,982
Contract assets	12,747,563	11,978,337
Current portion of stockholder notes receivable	128,132	176,245
Prepaid expenses and other current assets	3,415,098	2,915,225
Total Current Assets	52,719,816	50,755,747
Equipment and improvements, net	6,381,706	6,718,173
Goodwill, net	10,631,221	12,449,058
Intangible assets, net	2,660,000	3,840,000
Investments held in deferred compensation plan	828,275	979,618
Stockholder notes receivable, net of current	35,144	155,281
Deposits and other assets	1,581,493	2,136,654
Deferred tax assets	949,000	583,112
Minority interests in other companies	509,139	370,227
Operating lease right of use assets	18,899,324	18,088,581
Finance lease right of use assets	3,348,400	3,990,631
Total Assets	$ 98,549,618	$ 100,067,082
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities		
Accounts payable	$ 3,477,535	$ 3,214,300
Current portion of notes payable	4,962,204	2,699,387
Contract liabilities	2,877,780	3,553,723
Accrued compensation	4,808,961	3,328,104
Accrued interest	398,225	412,719
Other accrued liabilities	2,694,555	1,153,541
Current portion of deferred compensation cash liabilities	347,982	477,693
Current portion of operating lease liabilities	2,916,929	3,090,320
Current portion of finance lease liabilities	1,334,256	1,166,063
Total Current Liabilities	23,818,427	19,095,850
Line of credit	19,700,000	25,490,058
Notes payable, net of current	5,396,027	7,376,140
Deferred compensation cash liabilities, net of current	236,309	108,651
Operating lease liabilities, net of current	16,734,617	15,833,086
Finance lease liabilities, net of current	2,122,687	2,859,341
Total Liabilities	68,008,067	70,763,126
Stockholders' Equity	30,541,551	29,303,956
	$ 98,549,618	$ 100,067,082

See Notes to Consolidated Financial Statements

WGI, Inc. and Subsidiaries

Consolidated Statements of Operations

	Fiscal Year Ended December 27, 2024	Fiscal Year Ended December 29, 2023
GROSS REVENUE	$ 137,430,253	$ 142,621,967
REIMBURSABLE AND OTHER DIRECT EXPENSES	23,106,751	32,519,570
Net Revenue	114,323,502	110,102,397
DIRECT LABOR	31,444,298	31,248,238
Gross Profit	82,879,204	78,854,159
INDIRECT EXPENSES	78,944,984	80,709,739
Income (Loss) from Operations	3,934,220	(1,855,580)
OTHER INCOME (EXPENSE)		
Interest expense	(2,249,124)	(2,440,021)
Interest and dividend income	490,698	641,455
Realized and unrealized gain on investments	2,803,132	662,233
Total Other Income (Expense)	1,044,706	(1,136,333)
Income (Loss) before Income Tax Benefit	4,978,926	(2,991,913)
INCOME TAX BENEFIT	198,492	211,744
Net Income (Loss)	$ 5,177,418	$ (2,780,169)

See Notes to Consolidated Financial Statements

Confidential and Protected

Confidential and Protected

9.2. Regulatory Agency Experience

With WGI, the Town will receive the services of a firm with extensive recent planning experience with local municipalities. Our experience includes all levels of planning and zoning work, including preparing revisions to and evaluations of comprehensive plans and land development regulations, conducting different types of planning studies, supporting municipal special projects, reviewing and processing planning and zoning petitions, providing landscape design plan review, environmental assessments, and architecture reviews, performing traffic engineering and planning reviews, providing GIS and graphic design services along with economic development planning and research.

Our team has the advantage of working with local governments on these types of projects, either as a consultant or applicant, spanning the state from Jacksonville to the Florida Keys. **Our many projects allow us to remain current on federal and state regulations and legislation impacting local planning in Florida.** Our continuing services contracts also give us ample experience working with local government planning departments to resolve local issues, work with directors, and present to boards and commissions.

Specific Experience Providing Continuing Services

PLANNING & ZONING PETITION REVIEW AND/OR PROCESSING

We work daily with land development regulations, including rezoning, variances, conditional uses, annexations, platting, site plan designs and review, right-of-way use agreements, landscape and hardscape designs, easement/right-of-way vacations/dedications, and lighting plans. Our team has national recognition for our work on zoning code reform and best practices for AARP and the APA. Working within Florida's complex land development rules, our team has coordinated with state leaders and local governments on projects to modernize and reorganize regulations.

Town of Davie Planning Services

Services provided to date include assisting the Planning Department with the landscape and traffic review of private development applications.

Examples:

- **Volusia County, FL:** As part of our continuing services contract with the County, WGI assisted staff with zoning permit review.
- **Sumter County, FL:** As part of our continuing services contract with the County, WGI assisted staff with site plan review, zoning inspections, and plat reviews.
- **Town of Cutler Bay, FL:** As part of our continuing planning services contract, WGI reviewed multiple applications submitted to the Town by private applicants, prepared comments, prepared staff reports and made presentations to the Town Council.

LANDSCAPE DESIGN PLAN REVIEW & INSPECTIONS (INCL VEG REMOVAL PERMITS)

Our team is composed of not only landscape architects and designers but also ISA-certified arborists and LIAF-certified landscape inspectors. Our arborists and landscape inspectors provide landscape and irrigation inspections for adherence to local code requirements, safety criteria such as limits of clear sight and horizontal offsets, as well as landscape Best Management Practices, including FPL Right Tree, Right Place guidelines, plan layout and installation details, and Florida Grades and Standards. Our team has worked on landscape design and installation projects throughout Palm Beach County for over 20 years and has an in-depth knowledge of the local plant hardiness zone and plant species diversity. WGI's landscape architects and certified arborists also have extensive experience reviewing development applications that require tree removal and/or mitigation.

Our project experience with building permit reviews and landscape inspections includes:

- **Palm Beach Gardens Alternate A1A Streetscape Design, FL:** WGI assisted the City of Palm Beach Gardens in developing a beautification grant package and landscape plans for submittal to the FDOT District 4. The grant was for a 1.2-mile section of SR 811/ Alternate A1A from the Earman Canal to Burns Road, immediately north of North Palm Beach's municipal limits.
- **City of Pahokee DRC Review, FL:** WGI conducted a site plan and landscape permit plan review for compliance with City code.
- **Cities of Oakland Park and Deerfield Beach Zoning/Planning Review:** WGI performed zoning permit reviews and has experience with the Broward County Board of Rules and Appeals (BORA) interpretations as well as impact fee and asbestos certifications.
- **Broward County FDOT District 4 Districtwide In-House Support, FL:** Angela Biagi served as in-house support to the District 4 landscape architect. She performed a plan review for FDOT production projects, permits, and LAP projects. Angela also prepared design drawings, site analysis, and construction administration for internal landscape design projects.
- **Miami Dade County FDOT District 6 Joint Participation Agreement (JPA) Inspections, FL:** WGI performed over 30 JPA landscape inspections for FDOT District 6. These inspections reviewed installation and quarterly inspections of contractors' adherence to plans and warranty duties.
- **Miami-Dade and Monroe Counties Permit/Pla Review, FL:** As a subconsultant to Gannett Fleming on their General Engineering Contract with FDOT, WGI has performed over 40 utility permit and plan reviews. WGI reviews these permits and plans for impacts on the existing landscape and provides direction to protect and preserve the existing landscape.

ARCHITECTURE

WGI offers a buildings team, including architecture, structural engineering, and MEP engineering, that is highly skilled and well-rounded with experience on projects of varying scopes and complexities. **We have the necessary experience with continuing service contracts to deliver several tasks simultaneously, including those with expedited project schedules and varying budgets.** To provide unparalleled service and value, our team is constantly investing in new technologies and software for process improvements, quality control, and visualizations. As a full-service firm, WGI understands the added value that the allied, in-house disciplines bring to the design process and client, especially in the delivery of contracts like this one.

Examples:

- **City of Lake Worth Beach:** WGI was asked to leverage our in-house innovation services for a comprehensive scan to BIM modeling process to gather accurate modeled environment for their historic City Hall Annex building. That task also included a comprehensive code review and analysis of the accessibility, life safety, architectural, structural, and MEP systems. Another task completed was the design for a roof replacement at their critical wastewater treatment facility as part of their federally funded grant program.

City of Coconut Creek Continuing Contract

Services under this contract includes construction management, administration, and engineering inspection, cost-benefit analysis, cost estimates, drafting of codes, standards, and ordinances, environmental analysis, geotechnical engineering, hardscape design, irrigation design, land surveying, lighting designs/plans, and architecture or urban design for a wide variety of parks.

ENVIRONMENTAL ASSESSMENT

WGI is prepared to offer an extensive range of environmental services under this continuing contract. This breadth of experience and expertise is needed to address Loxahatchee Grove's range of environmental needs, permitting, and responses, many of which entail coordination with state, County, and internal-divisional entities.

WGI offers the following environmental services:

- ***Phase I and II Environmental Site Assessments.*** WGI conducts dozens of Phase I and II ESAs each year. WGI conducts Phase I ESAs pursuant to American Society of Testing and Materials (ASTM) Designation E1527-21. Our Phase II ESAs are done in conformance with ASTM Designation E1903-19, Standard Practice for ESAs: Phase II Environmental Site Assessment Process.
- ***Urban Forestry and Tree Preservation.*** WGI has certified arborists who conduct tree assessments, canopy coverage assessments, and other urban forestry services. WGI also uses advanced geospatial and photogrammetry, using fixed-wing mounted lidar and AI to develop precise terrain and forest maps.
- ***Preserve Area Management.*** WGI provides wetland mitigation and upland preserve planning, design, permitting, construction oversight and long-term permit compliance monitoring, including hydrologic monitoring and vegetation compliance, on multiple projects each year, including several in Broward County.
- ***Wetland Delineation.*** WGI has multiple Professional Wetland Scientists (PWS) based locally. Our wetland experts are well versed in the delineation of wetlands throughout the state with a thorough understanding of the state's wetland definition found in Chapters 62-340 of the FAC and the FDEP's Wetlands Delineation Manual. We also continually track the USEPA WOTUS Rule and are experts on the USACE 1987 Wetland Delineation Manual and the regional supplements.
- ***Environmental Permitting.*** Our team works every day obtaining environmental permits such as Environmental Resource Permits (ERPs) from the South Florida Water Management District (SFWMD) and FDEP, Section 404 (dredge and fill) permits, including Section 408 (C&SF system) reviews from the US Army Corps of Engineers (USACE), water use and dewatering permits from FDEP and SFWMD, right-of-way occupancy permits from SFWMD and FDOT, gopher tortoise and bird nest removal permits from the Florida Fish and Wildlife Conservation Commission (FWC), bridge permits from the US Coast Guard, permits from local drainage districts, tree removal permits, and others.

Examples:

- **Clay County, FL:** Under a continuing services contract WGI provided owners representation, environmental, and engineering services for multiple infrastructure projects such as roads and public works facilities.
- **Martin County, FL:** We are providing city-wide and county-wide canopy studies. We also conduct street tree assessments of large neighborhoods to solve issues related to hazardous trees and damage to sidewalks and underground utilities from roots.
- **FDOT:** We currently hold a five-year districtwide contract for permitting and were recently re-awarded this contract for another five years.

EVALUATION OF COMPREHENSIVE PLAN

WGI has extensive experience working with municipalities to develop, amend, or update their comprehensive plans through large- and small-scale comprehensive plan amendments, conducting Comprehensive Planning and EARs, and developing or updating vision or strategic plans.

Our project experience with policy amendments includes:

- Comprehensive plan amendments and EAR-based amendments
- Rezoning applications, including planned unit developments and text amendments
- Feasibility studies and planning reports
- Writing, amending, and interpreting land development regulations
- Creating design standards, landscape guidelines, and similar manuals

Examples:

- **City of Greenacres Comprehensive Plan Update, FL:** WGI updated the City's Comprehensive Plan elements for Conservation and Community Health. This included data and analysis as well as the creation or update of the goals, objectives, and policies.
- **Town of Davie, FL:** As part of our continuing services contract with the Town WGI updated the Town's Comprehensive Plan by writing new Data, Inventory, and Analysis and updating the Goals, Objectives and Policies. This also included utilizing GIS Services to collect data for mapping and analysis.

TRAFFIC ENGINEERING & PLANNING

The WGI team has completed numerous traffic studies in Palm Beach County, allowing us to become remarkably familiar with the Palm Beach Transportation Planning Agency (TPA) and Palm Beach County traffic study guidelines and the local traffic network. **We have extensive experience working with FDOT District 4 on traffic studies in Palm Beach County.** We are knowledgeable of FDOT traffic study and design guidelines regarding roadway design, traffic controls, and signage. We use the latest traffic analysis/modeling and trip distribution software, which includes Synchro 11 and Cube. We take a comprehensive approach to developing traffic mitigation solutions that support all modes of transportation, improve traffic conditions and safety, and are financially efficient.

Examples:

- **North Miami Beach Safety Action Plan:** This comprehensive safety plan is aimed at reducing and eliminating serious-injury and fatal crashes affecting all roadway users, including pedestrians and cyclists. The study was funded with a SS4A (Safe Streets for All) federal grant and matching city funds.
- **Lake Worth Beach Mobility Plan:** WGI developed a data-driven mobility plan that analyzed the City's transportation network, identified crash and traffic trends, and aligned funding, infrastructure, and technology opportunities to improve multimodal safety, access, and performance.

ATTENDANCE AT PUBLIC MEETINGS

WGI has extensive experience preparing and presenting at public hearings for land development projects and comprehensive plan and zoning amendments.

We are a local firm readily available to attend mee as needed, including any relevant board, committee or neighborhood meetings where we can assist the Town staff. We can prepare talking points, prepare and present PowerPoint presentations, and assist in answering questions from the public.

GIS SERVICES

WGI's GIS division has created maps for land use, zoning, development reviews and transportation scenarios. The division has used GIS data to conduct environmental, resilience, housing, and demographic analyses. Dashboards, surveys and web maps have been created to support many of our projects.

Examples:

- **Delray Beach CRA Properties Dashboard:** The dashboard was created to offer tools for users to retrieve information for properties located within the CRA.
- **Palm Beach County Affordable Housing Dashboard:** The WGI GIS team worked with the Business Development Board to create a dashboard highlighting affordable housing. Results were presented using GIS web maps, applications and dashboards.
- **West Palm Beach Waterfront Data Study:** "Your Waterfront Your Way" is a master plan for the West Palm Beach downtown waterfront. WGI prepared a comprehensive report using GIS data to evaluate economic conditions, demographics and foot traffic.

GRAPHIC DESIGN

WGI's visualization and graphic designers support many of our efforts, including public outreach and planning studies. **Our designers produce photorealistic and stylized 3D renderings, 3D flythrough animations, immersive virtual reality experiences, and 2D multimedia animation of the built environment.** They can create renderings so the public can better understand how development proposals will look in real life. We also have experience auditing and designing comprehensive wayfinding systems and design guidelines.

Examples:

- **JW Corbett Wayfinding Master Plan:** WGI created a wayfinding plan for Campground G that adhered to ADA, Florida Fish & Wildlife, and National Park standards and best practices.
- **Miami Beach Wayfinding Audit:** WGI inventoried over 1,700 municipal signs for the City of Miami Beach, documenting the condition and including design recommendations for an updated master sign plan.
- **Clay County Code Graphics:** WGI created supporting graphics for the new Clay County Land Development Code. These graphics illustrated signage and development regulations in a simple and concise manner, improving readability for the general public, developers, and county residents.
- **City of Lake Worth Beach:** As part of this continuing services contract, WGI created project branding, designed print materials, and developed infographics and other visuals for the Mobility Study.

Social Media - Parks and Recreation Master Plan | Palm Springs, Florida

ECONOMIC DEVELOPMENT PLANNING AND RESEARCH

We have teamed with Jon Stover & Associates (JS&A) to provide their expertise on economic development planning for this project. They are an economic development consulting firm that specializes in conducting economic impact analyses and implementing strategic opportunities to bolster local economies. They have completed hundreds of projects throughout the nation, including many in South Florida such as Lake Worth Beach, Boynton Beach, and Fort Lauderdale.

Examples:

- Lake Worth Arts & Cultural Master Plan and Redevelopment Feasibility Assessment of 1000 Lake Avenue
- Impact of COVID-19 on Fort Lauderdale's Businesses
- Indian River Lagoon Economic and Impact Assessment
- Cape Canaveral Economic Development Element
- Boynton Beach Economic Development Strategy
- North Palm Beach Annexation Feasibility Study
- Boca Raton Annexation Feasibility Study
- Coral Gables Economic Development Strategy

9.3. Methodology for Providing 100% CDs

Not applicable to this scope of work

9.4. Matching Client Budget to Wants

Putting the best interest of the Town before anything else is what sets WGI apart from the competition. Controlling project costs is as important to WGI as to the Town. Our team will hold a kick-off meeting with Town staff to establish the project budget and task items after a project request is received. Developing the scope and budget at the beginning of the project ensures that the Town will receive the requested deliverables on time and within budget. While unforeseen circumstances may arise during the project, WGI will maintain constant communication with the Town to confirm that the project stays on course and within budget.

WGI will take full responsibility for all project management, peer review, and quality control tasks, as well as overall accountability for each assignment **We have successfully managed continuing services contracts for numerous municipalities.** Our team's work on continuing assignments has been performed on very challenging schedules with multiple tasks and competing deadlines. **We are accustomed to handling simultaneous multi-project assignments and have successfully delivered high-quality services to all our clients.**

In addition, and most critical to keeping a project on schedule and under budget, is to keep clear lines of communication open at all times throughout the project. Our philosophy is to always be in contact with our clients, not only through e-mails but also through regularly scheduled meetings and telephone conversations. **Keeping clients informed is paramount to a successful project.** If issues arise in a project's design, permitting, or construction phases, and lines of communication are kept open, these issues can be quickly and easily resolved.

9.5. Reconciliation of Schedules with Client Needs

WGI understands the critical nature of maintaining project schedules, particularly for tight timelines due to legislative or agency deadlines. WGI will employ several strategies to meet schedule commitments, including our absolute commitment to deliver on or before scheduled dates.

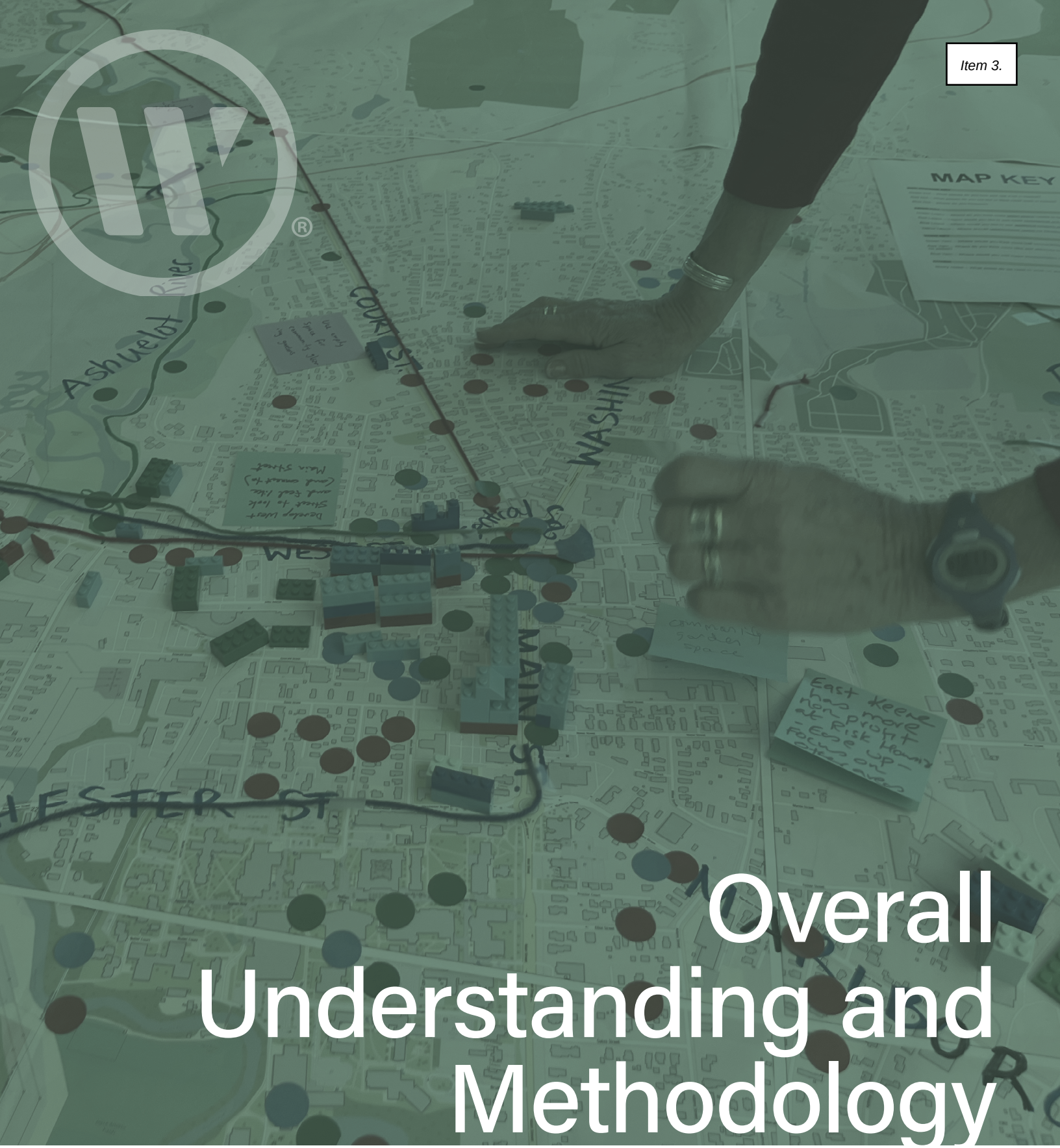
We propose the following strategies to accelerate timelines when necessary:

- Promote early execution of tasks
- Use resource allocation to balance/accelerate schedules by appropriately staffing assignments
- Require weekly meetings of the team to discuss staffing needs to achieve scheduled milestone dates and tasks
- Streamline the project schedule to complete project tasks that require fast-tracking

Recognize and closely monitor specific elements that can impede the successful completion of a project, such as agency review, public hearing and comment periods, stakeholder availability, or the political climate.

We understand that unforeseen circumstances ca occur during any project. **We excel at working with our clients and team members to create alternative solutions should conditions such as legislative changes, economic conditions or other situations arise.** Our open communication policy ensures that we stay in constant contact with our clients and promptly discuss any situations that could cause project delays. Using proactive, agile responses, clear communication and flexibility we are confident that our team can provide credible options for any circumstances that may arise.

WGI understands that at times it we may be needed to accelerate project schedules to meet Town commitments. This may require significant additional staff resources. In addition to the team we've assembled for this contract, WGI has a bench of close to 600 staff nationally available to assist on this contract, should the need arise.



Overall Understanding and Methodology

Tab 10

10 Overall Understanding and Methodology

One of the most notable qualifications WGI brings to the Town is the commitment of the firm, at all levels, to develop technically sound projects delivered on schedule and within budget. The depth of our team provides ample resources to deliver diverse and concurrent assignments promptly and competently. Our approach to project management is to align our core values with our clients, and we will do the same for Loxahatchee Groves, which helps establish trust, respect, teamwork, and integrity. **The WGI team has all the required resources to commit to this contract, with nationally respected experts for technical guidance and local staffing.** The Town has the assurance of WGI and all team members that we will respond effectively and efficiently throughout the life of this contract and beyond.

Managing projects under continuing service contracts requires a flexible yet structured approach to ensure responsiveness, quality, and consistency across a variety of planning and zoning initiatives.

Key challenges include:

- **Expedited Schedules:** Many projects are driven by Town Council directives or community needs, requiring rapid mobilization and delivery.
- **Resource Allocation:** Balancing internal and Town staff resources to meet fluctuating workloads.
- **Scope Clarity:** Ensuring each project authorization has a clearly defined scope, deliverables, and timeline to avoid scope creep.
- **Stakeholder Coordination:** Managing input from multiple Town departments, elected officials, and the public.

Therefore, we offer a tailored approach to best suit the needs of clients and project tasks. **Our team is prepared to provide the services the Town requests, from long-range to current planning tasks, and serve as an extension of its staff.**

ESTABLISHMENT OF A PROJECT AUTHORIZATION

1. Project Authorization Request. The Town notifies WGI of a new project request.

- Primary Responsibility: Town Staff

2. Team Assembly. Once the Town provides us with a task order request, the **Contract Manager, Angela Biagi, PLA, LEED AP BD+C** will assemble a team best suited to accomplish the tasks required as noted in the organizational chart. This includes determining staffing levels based on the proposed hours WGI agrees to commit to assist the Town plus the hours and resources required by the Town's staff to assist if applicable

- Primary Responsibility: Consultant team

3. Consultant Team Coordination. The consultant team will hold an internal meeting to identify the services required and produce, as applicable, a draft scope and approach, including preliminary staff hour estimates and schedules to complete the task order. Information determined at the internal meeting will be communicated to Town staff to ensure we meet Town requirements.

- Primary Responsibility: Consultant team

4. Client Approval. We will then request Town staff to confirm that the scope, deliverables, and communication protocol meet the expectations and comply with established schedules and budgets. An executed project authorization will indicate project commencement.

- Primary Responsibility: Consultant team

We have experience managing continuing services contracts and currently have 13 active planning contracts with public agencies in Florida. Based on this experience, WGI understands how municipalities operate and can satisfy the Town's needs and requirements for this contract. The WGI team understands the expectations in the role as an extension of Town staff, and we are respectful of your timelines and financial responsibilities to your residents. Angela will serve as your initial point of contact for the assignments and your final point of contact for deliverables. This provides you with the consistency and predictability of reviews and inspections.

COMMUNICATION PROTOCOL

Communication is the most critical component of a project's successful completion. To provide consistent communication, we recommend implementing a communication protocol that will utilize key points of contact between the Town and WGI. **Angela will be WGI's single point of contact for all contract-related aspects and will be responsible for coordination with the Town's project manager.** She will inform the Town's project manager of the progress made and review all issues requiring the Town's attention, promptly resolving them to avoid adverse impacts on the overall project schedule. She will remain involved in the contract's day-to-day operations and is directly responsible to the Town for performance on all project assignments.

QUALITY ASSURANCE/QUALITY CONTROL

QUALITY ASSURANCE PLAN

WGI's core value of Commit to Greatness demonstrates our focus on excellence through proactive and responsive action. This excellence includes consistently providing quality professional services and deliverables to meet client expectations and requirements. Our Quality Assurance Policy establishes enterprise-wide principles to drive excellence.

QA/QC REVIEW

WGI has a corporate QA/QC plan that ensures high-quality work. For each continuing service contract, we develop a contract-specific QA/QC plan that identifies the document review plan, the communication plan, and the roles and responsibilities of each key member. Every deliverable submitted to the Town will be subject to our QA/QC procedure for completeness and accuracy.

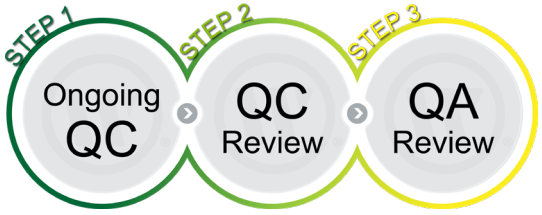
Our systematic process requires several professionals to complete the checking and backchecking of work products. The attention given to this process achieves several objectives, primarily and most notably, that the services meet or exceed the Town's requirements and expectations.

The first step of WGI's QA/QC process requires the author of the deliverable to self-check the work before initiating a review by others. Then all documents receive a technical review by a qualified independent reviewer who was not involved in the work. After the technical review, we will conduct an editorial review to ensure the wording is unambiguous, the figures are clear, and the work product looks professional. For this contract, we have assigned Courtney Powell, AICP, as the dedicated QA/QC officer to direct periodic audits and ensure our process follows the policies.

> **Audits are typically done at project startup, early in the technical phase, at contract closeout, and at other times as requested by the contract/ project lead, QA/QC officer, or our client.**

WGI prides itself on utilizing the latest technology within the industry to improve efficiency and reduce errors and omissions. WGI has now incorporated Bluebeam Studio to provide centralized, real-time collaboration on site plan, permit and QC reviews. Capitalizing on this technology not only reduces errors and omissions but also creates a digital comment and revision tracking file that can be referenced in the future should the need ever arise.

QC does not start and stop at submittals to the client. WGI staff routinely check and back-check their own work.



QA Officer reviews all submittals and the entirety of the QC process prior to sending anything to the client.

Each submittal to the client undergoes WGI's strict QC process by a qualified professional outside of the project.

10.1. Factors to meet the Town's needs

WGI understands the rural residential character of the Town and is equipped to help Town staff and residents manage growth appropriate for the Town, respecting its rich history. We know that residents want to see well-planned, thoughtful design concepts that maintain the Town's rural nature. Development pressure in the Town's surrounding areas and even within the Town can be difficult to watch and challenging to comprehend. Our experience working in rural communities equips us with the right tools to help the Town explore the appropriate growth patterns and style that fits the Town's culture.

10.2. Systems, tools, and techniques to meet time, quality, and budget requirements

SCHEDULE

Schedule tracking is accomplished by comparing project status to planned milestones. Various scheduling tools are available, but we find that MS Project is preferred to clearly convey information and allow for schedule control of most projects. The understanding of the process and what actions are required throughout the entire project team is the best resource for keeping a project on schedule.

WGI will take full responsibility for all project management, peer review, and quality control tasks, as well as overall accountability for each assignment.

Our Contract Manager, Angela Biagi, has successfully managed continuing services contracts for numerous municipalities. Her work on continuing assignments has been performed on very challenging schedules with multiple tasks and competing deadlines. She is accustomed to handling simultaneous multi-project assignments and has been successful in delivering high quality services to all of her clients.

QUALITY

WGI prides itself on utilizing the latest technology within the industry to improve efficiency and reduce errors and omissions. WGI has now incorporated Bluebeam Studio to provide centralized, real time collaboration on QC reviews. Capitalizing on this technology not only reduces errors and omissions but also creates a digital comment and revision tracking file that can be referenced in the future should the need ever arise.

BUDGET

WGI firmly believes that schedules are a function of manpower and the ability to effectively utilize that manpower. We have at our disposal a very talented technical and support staff and a full array of field and office technology necessary to meet those demanding schedules. **WGI uses several programs, including BST Client and PowerBI, to assist with keeping projects both organized and updated for budgetary purposes.** These programs are used by more than half of the Engineering News Record (ENR) top 100 design firms, and we have full access to pull reports at any time for monitoring expenses versus work product.

10.3. Other relevant factors

WE DO IT ALL

As a full-service, nationwide firm, WGI has an extensive network of subject matter experts in a diversity of fields. By integrating a multi-disciplinary approach to many of our projects, we can easily draw on a deep pool of knowledge from other fields such as environmental, survey, civil engineering, structural, MEP, and GIS. This allows us to access resources and expertise in-house, improving consistency and efficiency.

Required Executed Forms

Tab 11

11 Required Executed Forms

A - Non-Collusion Affidavit

ATTACHMENT "A"

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Palm Beach

Angela Biagi, PLA, LEED AP BD+C being first duly sworn, deposes and says that:

1. PROPOSER is the Representative,
(Owner, Partner, Officer, Representative or Agent)

2. PROPOSER is fully informed respecting the preparation and contents of the attached qualifications package and of all pertinent circumstances respecting such qualifications.

3. Such Qualification Package is genuine and is not a collusive or sham Qualification Package.

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Qualification Package or any other PROPOSER, or to fix any overhead, profit, or cost element of the RFQ Price or the RFQ Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Qualification Package are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any other of its agents, representatives, owners, employees or parties in interest.

By Angela Biagi, PLA, LEED AP BD+C

Sworn to and subscribed before me on this 25th day of August, 20 25 by Angela Biagi, PLA, LEED AP BD+C Director, Planning who ☑ is personally known to me or who ☐ has presented the following type of identification: N/A

Signature of Notary Public, State of Florida

Notary Public State of Florida
Barbara W Loucks
My Commission HH 410941
Expires 7/31/2027

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Council Number ( )

DID take an oath, or (✓) DID NOT take an oath.

ATTACHMENT B

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____✓_____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the

public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn to and subscribed before me on this _____day of August, 20 25 by Angela Biagi, PLA, LEED AP BD+C Director, Planning who ☐ is personally known to me or who ☐ has presented the following type of identification: N/A

_____
Signature of Notary Public, State of Florida

Notary Public State of Florida
Barbara W Loucks
My Commission HH 410941
Expires 7/31/2027

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Council Number

ATTACHMENT C

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

7. Your firms Drug-Free Workplace Policy must be attached to this executed form and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

PROPOSER'S Signature

Angela Biagi, PLA, LEED AP BD+C | Director, Planning
(Print or Type Name)

ATTACHMENT D

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF PALM BEACH §

Before me, the undersigned authority, personally appeared affiant Gregory Sauter, PE, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the Town OF Loxahatchee Groves, Palm Beach County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional architect and engineering services and is entering into an agreement with the Town of Loxahatchee Groves, Palm Beach County, Florida to provide professional services for a project known as RFQ # 01-2025 General Planning Services, Engineering Development Services And Building Inspection And Plans Review Services.

3. That the undersigned firm has furnished the Town of Loxahatchee Groves, Palm Beach County, Florida, a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the Town of Loxahatchee Groves entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the Town of Loxahatchee Groves entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the Town of Loxahatchee Groves determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

WGI, Inc.
Name of Firm

By: President

The foregoing instrument was acknowledged before me by Gregory Sauter, PE
who has produced N/A as identification or is personally known to me.

WITNESS my hand and official seal in the Stare of County last aforesaid this 25th day of August, 2025.

(SEAL)
Signature

Notary Public State of Florida
Barbara W Loucks
My Commission HH 410941
Expires 7/31/2027

Barbara W. Loucks
Notary Name (typed or printed)

Title or Rank

EXHIBIT "E"

CONFLICT OF INTEREST STATEMENT

This Request for Qualifications is subject to the conflict-of-interest provisions of the policies and Code of Ordinances of the Town of Loxahatchee Groves, the Palm Beach County Code of Ethics, and the Florida Statutes. The Offeror shall disclose to the Town of Loxahatchee Groves any possible conflicts of interests. The Offeror's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the TOWN OF LOXAHATCHEE GROVES.

CHECK ALL THAT APPLY.

[ ] To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ due to any other clients, contracts, or property interests.

[✓] To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in the policies and Code of Ordinances of the Town of Loxahatchee Groves, as amended from time to time.

[✓] To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

[✓] To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR RESPONSE OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

WGI, Inc.
Company

Authorized Signature
Angela Biagi, PLA, LEED AP BD+C
Director, Planning
Printed Name, Title

*Attachment to Exhibit E - Disclosure of potential conflict of interest

WGI has an active contract with the PUD Master Developer of Groves Town Center.

ATTACHMENT "F"

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Angela Biagi, PLA, LEED AP BD+C on behalf of WGI, Inc. (hereinafter, the "Proposer"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Proposer has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Proposer is not on the Scrutinized Companies that Boycott Israel List nor is the Proposer engaged in a boycott of Israel.
3. If awarded a contract, the Proposer agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Proposer agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Proposer is not on the Scrutinized Companies with Activities in Sudan List.
2. The Proposer is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Proposer is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Proposer agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Proposer agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

PROPOSER:

By: WGI, Inc. Date: 8/25/25

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before this 25th day of August, 2025, by Angela Biagi, PLA, LEED AP BD+C who is the Director, Planning of WGI, Inc., who is personally known to me or who has produced N/A as identification.

Notary Public State of Florida
Barbara W Loucks
My Commission HH 410941
Expires 7/31/2027

NOTARY PUBLIC Barbara W Loucks
Printed Name of Notary BARBARA W LOUCKS
My Council expires: 7/31/2027

G - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

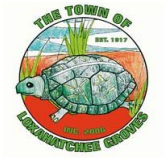
EXHIBIT G CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER-TIER COVERED TRANSACTIONS

"Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed $25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a Successful Proposer or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment*: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
- *Ineligible or Ineligibility*: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)



INSTRUCTIONS FOR CERTIFICATION

1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower-tier participant agrees by signing or certifying and submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by signing or certifying and submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

WGI, Inc.

Contractor Name

Angela Biagi, PLA, LEED AP BD+C

Name

Director, Planning

Title

Signature

8/25/25

Date

H - Certification Regarding Lobbying

Exhibit H **CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The firm shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned, on behalf of the firm, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the firm understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

WGI, Inc.
Firm Name

Signature of Firm's Authorized Official

Angela Biagi, PLA, LEED AP BD+C | Director, Planning
Name and Title of Contractor's Authorized Official

8/25/25
Date

ATTACHMENT I **AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: §§ 287.138(2)(a), and 287.138(4)(a) Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes) 287.138(4)(a) Florida Statutes)

3. Entity is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), 287.138(4)(a) Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2) and 2.88.007(3), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2) and § 288.007, Florida Statutes)

6. *(Only applicable if purchasing real property)* Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1) and 692.203(6)(a)1, Florida Statutes)

7. *(Only applicable if purchasing real property)* Entity is in compliance with all applicable requirements of Sections 692.202,(purchase of agricultural land), 692.203, (purchase of real property on or around military installations or critical infrastructure facilities), and 692.204, (purchase or acquisition of real property by the People's Republic of China), Florida Statutes. (Source 692.202(5)(a)2, 692.203(6)(a)2 Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes).

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: August 25, 2025 Signed: _____

Entity: WGI, Inc. Name: Angela Biagi, PLA, LEED AP BD+C

Title: Director, Planning

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 25th day of August, 2025, by Angela Biagi, PLA, LEED AP BD+C, as Director, Planning for WGI, Inc. who is personally known to me or who has produced N/A as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Notary Public State of Florida
Barbara W Loucks
My Commission HH 410[illegible]
Expires 7/31/2027

Print Name: BARBARA W LOUCKS My Council expires: 7/31/2027

ATTACHMENT "J" **AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

STATE OF FLORIDA
COUNTY OF PALM BEACH

Angela Biagi, PLA, LEED AP BD+C **[individual's name]**

Before me this day personally appeared as the Director, Planning **[title], of** WGI, Inc. **, a company authorized to do business in the State of Florida, who,**

being duly sworn, deposes and says:

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of WGI, Inc..
3. WGI, Inc. does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

THE FOREGOING instrument was acknowledged before me by means of □ physical presence or □ online notarization on this 5 day of August 2024, by Angela Biagi, PLA, LEED AP BD+C [individual's name], as the Director, Planning [title] of WGI, Inc., a company authorized to do business in the State of Florida, who is □ personally known to me or □ who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind WGI, Inc., to the same.

Notary Public Signature

Notary Seal:

Notary Public State of Florida
Barbara W Loucks
My Commission HH 410941
Expires 7/31/2027

Print Name: BARBARA W LOUCKS

My Council expires: 7/31/2027

ATTACHMENT K **PROPOSER CERTIFICATION AND SIGNATURE PAGE**

The undersigned attests to his (her, their) authority to execute this Qualification Package and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all the work required of the Proposer in the Contract.

2. The facts stated in the Proposer's response pursuant to this Request for Qualifications are true and correct in all respects.

3. The Proposer has read and complied with, and submits their qualifications agreeing to all the requirements, terms and conditions as set forth in the Request for Qualifications.

4. Proposer certifies that he or she has not divulged, discussed, or compared his or her Qualification Package with other proposers and has not colluded with any other proposer or parties to a Qualification Package whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the Town vendor list(s).

5. **Proposer understands that if a team is shortlisted and selected to be interviewed and /or to make oral presentations to the EC and/or the Council, only the team members evaluated in the written submissions may be present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. Any changes to the team at the oral presentations/interviews shall result in that team's disqualification.**

6. The undersigned certifies that if the firm is selected by the Town, the firm will not withdraw their qualifications Qualification Packages for a period of ninety (90) days after qualification closing and will negotiate in good faith to establish an agreement.

7. Proposer understands that all information listed above may be checked by the Town and Proposer authorizes all entities or persons listed in this Request for Qualifications Qualification Package to answer all questions. Proposer hereby indemnifies the Town and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

8. The offeror and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the Town;

9. The proposal constitutes an offer to the Town which shall remain open, irrevocable and unchanged for one hundred and twenty (120) days after proposal opening and will negotiate in good faith to establish a Lease Agreement;

10. That the offeror shall indemnify, defend and hold harmless the Town, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this RFQ.

11. That pursuant to § 287.133, Fla. Stat., the offeror is not a person or affiliate on the convicted vendor list subject to the prohibitions stated therein and may lawfully respond to this RFQ and may lawfully accept an award if selected; and,

12. Representations by Submittal of Qualifications. By submitting Qualifications, the firm warrants, represents, certifies, and declares that:
    A. Person(s) designated as principal(s) of the firm are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

B. The Qualifications are submitted without connection, coordination or cooperation with any other persons, company, firm or party submitting Qualifications, and that the Qualifications are, in all respects, true and correct without collusion or fraud.
C. The firm understands and agrees to all elements of the RFQ unless otherwise indicated or negotiated, and that the RFQ and all federally required contract provisions (see Exhibit I and Addendum I attached hereto and incorporated herein) shall become part of any contract entered into between the Town and the firm.
D. By signing and submitting Qualifications, firm certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof (1) are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and (2) are not in violation of any federal lobbying laws.
E. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit Qualifications to the Town for 36 months following the date of being placed on the convicted firm list. The firm certifies that submittal of its Qualifications does not violate this statute.
F. Pursuant to section 287.135, Florida Statutes, the firm is not participating in a boycott of Israel, 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 the firm does not have business operations in Cuba or Syria.
G. The firm recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the firm may suffer from the disclosure or submittal of its Qualifications to third parties.

Submitted on this _____day of August, 2025.

Please check one: ✓ Individual _____Partnership _____Non-incorporated Organization

Witness

Witness

Printed

WGI, Inc.
Company

Signature

Angela Biagi, PLA, LEED AP BD+C
Director, Planning
Printed Name, Title

WGI, INC. CORPORATE SEAL FLORIDA
(If a corporation, affix seal)

Incorporated under the laws of the State of (if applicable) Florida.

Additional Attachments

Tab 12

12 Additional Attachments

State of Florida Registrations

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS *11:47:31 AM 7/23/2025*

This is a business tracking record only.
Click here for information on how to verify that this business is properly licensed.

Licensee Information

Name:	**WGI, INC. (Primary Name)**
Main Address:	**2035 VISTA PARKWAY WEST PALM BEACH Florida 33411**
County:	**PALM BEACH**

License Information

License Type:	**Architect Business Information**
Rank:	**Business Info**
License Number:	
Status:	**Current**
Licensure Date:	**05/24/2016**
Expires:	

Special Qualifications	Qualification Effective
Limited Liability Corporation	**05/24/2016**

Alternate Names

View Related License Information
View License Complaint

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

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LICENSEE DETAILS

10:08:56 AM 7/23/2025

Licensee Information

Name:	**WGI, INC. (Primary Name)**
Main Address:	**2035 VISTA PARKWAY WEST PALM BEACH Florida 33411**
County:	**PALM BEACH**

License Information

License Type:	**Engineering Business Registry**
Rank:	**Registry**
License Number:	**33574**
Status:	**Current**
Licensure Date:	**10/24/2019**
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information
View License Complaint

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AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

11:47:27 AM 7/23/2025

This is a business tracking record only.
Click here for information on how to verify that this business is properly licensed.

Licensee Information

Name:	**WGI, INC.** (Primary Name)
Main Address:	**2035 VISTA PARKWAY** **WEST PALM BEACH Florida 33411**
County:	**PALM BEACH**

License Information

License Type:	**Geology Business Information**
Rank:	**Business Info**
License Number:	
Status:	**Current**
Licensure Date:	**01/30/2015**
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information
View License Complaint

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

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- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

11:41:06 AM 7/23/2025

This is a business tracking record only.
Click here for information on how to verify that this business is properly licensed.

Licensee Information

Name:	**WGI, INC.** (Primary Name)
Main Address:	**2035 VISTA PARKWAY** **WEST PALM BEACH Florida 33411**
County:	**PALM BEACH**

License Information

License Type:	**Landscape Architecture Business Information**
Rank:	**Business Info**
License Number:	
Status:	**Current**
Licensure Date:	**08/20/2014**
Expires:	

Special Qualifications	Qualification Effective
Corporation	**08/20/2014**

Alternate Names

FIND A BUSINESS OR INDIVIDUAL
License Lookup
*AS MAINTAINED BY THE DIVISION OF CONSUMER SERVICES

Name	License (ex. LS9999)	Phone	City
WGI, INC			

County | Program | ☐ Limit results by Active status | SEARCH | CLEAR ALL

Records Found : 1

File Complaint

Search Results

Sort By: NAME : A to Z | Filter By State,City: <Show All> | Display per page: 20

1

WGI, INC
2035 VISTA PARKWAY, WEST PALM BEACH, FL 33411
Phone 561-687-2220

License Type	License#	Issued	Expires	Status
Surveyor Business	LB7055	08/29/00	02/28/27	Active
Surveyor of Record	LS6387	08/06/02	02/28/27	Active
Surveyor of Record	LS6717	02/10/09	02/28/27	Active

1

State of Florida
Department of State

I certify from the records of this office that WGI, INC. is a corporation organized under the laws of the State of Florida, filed on July 12, 1991.

The document number of this corporation is S66593.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 3, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of January, 2025

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 8378138371CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Business Tax Receipt

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2035 VISTA PKWY STE 100
WEST PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ENGINEER BUSINESS	WGI INC	6091	B24.660902 08/16/2024	$33.00	B40133810

This document is valid only when receipted by the Tax Collector's Office.

WGI INC
WGI INC
2035 VISTA PKWY STE 100
WEST PALM BEACH FL 33411

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201247213
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/30/2025

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

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

PRODUCER Edgewood Partners Insurance Center 3780 Mansell Rd. Suite 370 Alpharette GA 30022	**CONTACT NAME:** Rebecca Egan **PHONE (A/C, No, Ext):** 770-552-4225 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED WGIINC WGI, Inc. 2035 Vista Parkway Suite 100 West Palm Beach FL 33411	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg — 19445 **INSURER B :** The Continental Insurance Company — 35289 **INSURER C :** New Hampshire Insurance Company — 23841 **INSURER D :** Beazley America Insurance Company, Inc. — 16510 **INSURER E :** ACE American Insurance Company — 22667 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 749104410 **REVISION NUMBER:** 25-26

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			GL4613985	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA9775972	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			6049958687	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC11569886	8/1/2025	8/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E	Prof. Liability incl. Poll. Aircraft/Drone Liability			C356DE250301 UA03665005	8/1/2025 8/1/2025	8/1/2026 8/1/2026	Per Claim/Aggregate Limit	5M/5M 1M

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

CERTIFICATE HOLDER

For Information Purposes

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gregg Bachtel

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Thank You!

Angela Biagi, PLA, LEED AP BD+C
Contract Manager

2035 Vista Parkway
West Palm Beach, FL 33411
561.687.2220
Angela.Biagi@WGInc.com

TOWN OF LOXAHATCHEE
CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This Continuing Contract for Professional Services ("Contract") is made on the ____ day of _____ 2025, between the **Town of Loxahatchee Groves**, a Florida municipal corporation ("Town") and **C.A.P. Government Inc. Bureau Veritas Company,** a Florida corporation ("CONSULTANT").

WHEREAS, the Town issued Request for Qualifications (RFQ) #01-2025 for "General Planning Services, Engineering Development Services and Building Inspection and Plans Review Services" in accordance with the Consultants' Competitive Negotiations Act, section 287.055, Florida Statutes ("RFQ") which is incorporated herein as if set forth in full; and

WHEREAS, the CONSULTANT submitted its qualifications in response to the RFQ (the "Qualifications") and such Qualifications are incorporated herein as if set forth in full; and

WHEREAS, the Town desires to award the RFQ to the CONSULTANT based on CONSULTANT's Qualifications and experience to provide professional services to the Town; and

WHEREAS, the Town finds making the award of the RFQ to the CONSULTANT as described herein serves a valid public purpose and is in the best interest of the Town.

NOW THEREFORE, the Town hereby engages the services of the CONSULTANT, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES AND TASK ORDER(S)

A. Scope of Services: The Town has awarded the CONSULTANT the non-exclusive right to provide the Town with the following services (the "services"):

Building Review and Inspections as further described in Section 3c of the RFQ.

B. Task Order(s): This Contract does not guarantee that the Town will utilize CONSULTANT in any capacity or for any services identified herein. When the Town identifies a need for the CONSULTANT's services, the Town will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be based on the CONSULTANT's fee schedule agreed to by the Town, attached hereto and incorporated herein as **Exhibit A** and shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit B**. If a subconsultant(s) is to be utilized for services under a task order, the CONSULTANT shall obtain a written proposal from the subconsultant(s) and attach the same to the CONSULTANT's proposal submitted to the Town. Upon receipt of the CONSULTANT's proposal, the Town shall decide in its sole discretion whether to award the task order to the CONSULTANT. Depending on the lump sum, not to exceed amount of each proposed task order, the task order may be awarded by the Town Manager (if within her purchasing authority) or the Town Council. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the Town or upon the CONSULTANT's receipt of a fully executed task order for the services. The Town reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 2 - TERM OF CONTRACT

This non-exclusive Contract shall become effective upon approval by the Town Council and

execution by the Mayor and shall have an initial term of five (5) years with the option for two (2) additional one (1) year renewals, unless otherwise terminated as authorized under this Contract. Each fiscal year of this Contract and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Town.

ARTICLE 3 – COMPENSATION

A. Fee Schedule: The fee schedule attached as **Exhibit A** shall remain firm for the first five (5) years of this Contract. After the first five (5) years, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the Town Council and the CONSULTANT. The fee schedule shall be the basis for all fees proposed by the CONSULTANT and in any approved task order, unless otherwise agreed to by the parties.

B. Lump Sum Task Orders: The Town may pay the CONSULTANT a lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the Town unless approved by written amendment to the task order by the Town Manager or Town Council (depending on the Town's required level of approval for such additional costs). In no case shall the CONSULTANT bill the Town for any amount not stated in an approved task order or written amendment thereto.

C. Statutory Not-to-Exceed Amounts: N/A

D. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The Town shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112.061, Florida Statutes.

E. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subconsultants, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The Town shall not be responsible for payment of any other direct project expenses. **All direct project expenses shall be billed at cost to the Town and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.**

F. Additional Services: If the Town seeks to utilize the CONSULTANT for any additional services related to the services identified herein, the Town and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the Town in the form of a task order prior to said services being provided.

G. Status Report: Upon the request of the Town, the CONSULTANT shall complete and submit a technical summary and budgetary status report at no additional cost to the Town.

ARTICLE 4 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the Town for the services performed and the expenses and other charges accounted for under this

Contract pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed in Article 3 for services rendered by the CONSULTANT during the previous billing period shall be processed in accordance with the Local Government Prompt Payment Act (Ch. 218, Part VII, Florida Statutes).

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the Town shall provide to the CONSULTANT the tax exemption information, where and if appropriate. The Town is exempt from State Sales and Use Taxes.

C. Delay: The CONSULTANT shall not be entitled to an increase in the agreed to sum or payment from the Town for any direct, indirect, consequential, impact, or other costs, expenses or damages arising because of delay from any circumstances.

D. Notice: All invoices shall be set sent to the Community Standards Director and billing@loxahatcheegrovesfl.gov

ARTICLE 5 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the Town or upon the CONSULTANT's receipt of a fully executed task order for the services.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT in a task order or such other drawings, specifications, calculations, supporting documents, or work products prepared for the Town under this Contract shall become the property of the Town upon delivery or completion. The Town shall not gain ownership of any intellectual property of CONSULTANT that was used to create deliverables in a task order or as otherwise specified under this Contract. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The Town accepts sole responsibility for its reuse of any such documents in a manner other than as initially intended under this Contract or any approved task order, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the Town or for disbursements made from the CONSULTANT's account for services under this Contract, shall be open to Town's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. Force Majeure: Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONSULTANT or Town may suspend its performance under this Contract as a result of a force majeure without being in default of this Contract, but upon the removal of such force majeure, the CONSULTANT or Town shall resume its performance as soon as is reasonably possible.

Upon the CONSULTANT's request, the Town shall consider the facts and extent of any failure to

perform the services and, if the CONSULTANT'S failure to perform was without its or its subconsultants fault or negligence, the schedule and/or any other affected provision of this Contract may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

E. Approval of Changes: The Town, through the Town Council or the Town Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the Town, extension of the schedule or which would change the underlying purpose of the services. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the Town to represent and act for the CONSULTANT and shall inform the Town in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the Town informed of any subsequent changes in the foregoing. The authorized representative of the Town shall be the Town Manager or her designee.

G. Time of the Essence: Time is of the essence in the performance of this Contract. The CONSULTANT shall at all times carry out its duties and responsibilities in accordance with the schedule set forth in each task order, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: If applicable to this Contract, visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of its obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the Town, which shall be provided to CONSULTANT prior to the commencement of CONSULTANT's services under this Contract or an approved task order. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Contract, of the CONSULTANT.

I. Personnel: The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Contract. The CONSULTANT agrees that it is fully responsible to the Town for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT.

Nothing contained herein shall create any contractual relationship between any subconsultant and the Town. All of the CONSULTANT's personnel (and all subconsultants) while on Town premises, will comply with all Town requirements governing conduct, safety, and security. The Town reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by Town to CONSULTANT of the cause for such replacement. The CONSULTANT shall comply with the Town's reasonable requests regarding the replacement of personnel.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics, or the Town's Code of Ethics. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the Town's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the CONSULTANT. The Town agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the Town shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the CONSULTANT under the terms of this Contract.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Contract is that of an independent contractor. Nothing in this Contract shall create or be construed as creating a partnership or joint venture between the Town and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the TOWN in any promise, contract or representation other than as specifically provided for in this Contract (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Contract or the tasks associated with the services without prior written Town approval.

M. Nondiscrimination: The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, or national origin.

ARTICLE 6 - TOWN'S RESPONSIBILITIES

A. Service of Others: The Town shall furnish to the CONSULTANT, if required for performance of the CONSULTANT's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other

land use restrictions; and any other special data or consultations relating to the Project, if any.
B. Examine Work of the Consultant: N/A.

ARTICLE 7 – SUSPENSION BY TOWN FOR CONVENIENCE
The Town may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as Town may determine for Town's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 8 –TERMINATION
A. Termination by Town for Consultant Default: If the Town's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, the Town's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the Town's authorized representative, the Town may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately terminate this Contract. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Contract for default.

B. Termination by Consultant for Town Default: This Contract may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the Town in the event of a failure by the Town to perform in accordance with the terms of this Contract through no fault of the CONSULTANT; provided the Town fails to cure same within that thirty (30) day period.

C. Termination Without Cause: Notwithstanding the foregoing, the Town reserves the right and may elect to terminate this Contract at any time upon thirty (30) days' notice to the other party. At such time, the CONSULTANT shall be compensated only for those services which have been satisfactorily performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Contract without cause.

D. Early Termination: If this Contract is terminated before the expiration of the initial term or expiration of the renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 9 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'S liability hereunder shall include all reasonable 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 CONSULTANT against the Town and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This also includes claims involving infringement upon any copyright, patent, trade secret, or other intellectual property, proprietary, or ownership interest or legal rights of any third party. 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.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES WHETHER OR NOT CAUSED BY THE OTHER PARTY'S NEGLIGENCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Nothing contained in this Agreement 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, as amended from time to time, nor as a consent by the Town to be sued by third parties. The provisions and limitations set forth in Section 768.28 are deemed to apply to this Agreement to claims or actions arising in tort and/or contract.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Contract until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the Town. The "Town of Loxahatchee Groves, its elected officials, employees, agents and affiliates" shall be named as an "Additional Insured" on all insurance except for Worker's Compensation Coverage and Professional Liability as set forth in the RFQ. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein and no subconsultant shall commence any services under this Contract until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the Town with proof of all subconsultant's insurance upon request by the Town. All insurance shall be in accordance with the requirements set forth in the RFQ. The Town's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Contract. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Contract. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Town or by any of its representatives which indicate less coverage than required by this Contract does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The Town and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Contract. The CONSULTANT shall not assign, sublet, or transfer any interest

in this Contract without the prior written consent of the Town, which the Town may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the Town and CONSULTANT.

ARTICLE 11 – NOTICE

A. Any notice required to be given under this Contract shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

C.A.P. Government, Inc. a Bureau Veritas Company
Mr. Carlos Del Pino P.E.
Senior Operations Director
1910 N. Florida Mango Rd
West Palm Beach, FL 33409

All notices to the Town shall be sent to:

Town of Loxahatchee Groves
Attn: Town Manager and Community Standards Director
155 F Road
Loxahatchee Groves, FL 33470.
All invoices shall be sent to billing@loxahatcheegrovesfl.gov

ARTICLE 12 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Town shall have the right to terminate the Contract without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Contract.

ARTICLE 14 – INTEREST OF THE CONSULTANT.
The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

ARTICLE 15 - NONEXCLUSIVE CONTRACT
This Contract is not intended to be and shall not be construed as an exclusive agreement, and the Town may employ additional or other professional consulting firms to perform services contemplated by this Contract without liability to the Town.

ARTICLE 16 - MISCELLANEOUS
A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Contract shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Contract held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Contract and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Contract, including the RFQ, the exhibits hereto, the Qualifications, and any approved task orders, constitutes the entire Contract between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral. This Contract consists of the terms and conditions provided herein; the RFQ (including all drawings, maps, specifications, requirements, exhibits and addenda attached thereto or referenced therein); the Qualifications; Exhibit “A”, Exhibit “B”; and, any approved task orders. To the extent that there exists a conflict between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail; provided, however, that the specific scope of services set forth in an approved task order shall take precedence over any other more general description of services. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. This Contract may be modified only by a written amendment executed by both parties.

D. Waiver: No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

E. Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

F. Survivability: Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier

termination.

G. Scrutinized Companies: As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. The Town and CONSULTANT agree that the Town will have the right to immediately terminate this Agreement if CONSULTANT is found to have submitted a false certification, or if the CONSULTANT or any of its subcontractors have been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel.

If this contract is for one million dollars or more, the CONSULTANT certifies that CONSULTANT and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, that CONSULTANT and its subcontractors are not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and Consultant and its subcontractors have not been engaged in business operations in Cuba or Syria. The Town may immediately terminate this contract if the CONSULTANT is found to have submitted a false certification, or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Terrorism Sectors List or are or have been engaged with business operations in Cuba or Syria during the term of this contract.

Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. The CONSULTANT is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

H. Subconsultants: The Town reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant. If a subconsultant fails to perform or make progress as required by this Contract and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant by the Town.

ARTICLE 17 - PUBLIC RECORDS

The CONSULTANT 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 Contract and following completion of this Contract if the CONSULTANT does not transfer the records to the Town.

D. Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of the CONSULTANT or keep and maintain public records required by the Town to perform the service. If the CONSULTANT transfers all public records to the Town upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are confidential

or exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, VOAKES@LOXAHATCHEEGROVES.FL.GOV, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

ARTICLE 18 - REPRESENTATIONS/BINDING AUTHORITY

By signing below, CONSULTANT's signee represents that the CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, CONSULTANT's signee hereby represents to the Town that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 19 - ENTIRETY OF AGREEMENT

The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 20 - NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries under this Agreement.

ARTICLE 21 - MATERIALITY

All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

ARTICLE 22: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 23: COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such

time as all the signatories hereto have signed a counterpart of this Agreement. The parties agree to accept the execution of this Agreement by facsimile, email, or other electronic means.

ARTICLE 24: PALM BEACH COUNTY IG

Palm Beach County has established the Office of the 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.

ARTICLE 25 - APPLICABLE LAW; VENUE; WAIVER OF JURY TRIAL.

The CONSULTANT hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Except as otherwise, set forth in the indemnification provision in this Agreement, each party shall be responsible for its own attorney's fees and costs in any dispute arising out of or related to this Agreement. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

ARTICLE 26 - REMEDIES

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 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.

ARTICLE 27 - E-VERIFY

Pursuant to Section 448.095(5), Florida Statutes, Consultant shall:

a. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subconsultants (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 subconsultants' new employees.
b. Secure an affidavit from all subconsultants (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 subconsultant affidavits for the duration of this Agreement.
d. Comply fully, and ensure all 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(5)(c), Florida Statutes, CONSULTANT 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 because of termination of this Agreement.

ARTICLE 28 - PROHIBITED PREFERENCES

Pursuant to section 287.05701, Florida Statutes, the Town may not request documentation of or

consider a contractor's social, political, or ideological interests during contractor selection. Further, the Town may not give a preference to a contractor based on the contractor's social, political, or ideological interests.

ARTICLE 29 - HUMAN TRAFFICKING
CONSULTANT, by signing this Agreement below, attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

ARTICLE 30 - NO LIEN RIGHTS
The CONSULTANT and any subconsultant utilized by the Consultant shall have no lien rights regarding any property owned by the Town or otherwise.

ARTICLE 31 - EXPORT ADMINISTRATION Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data, or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

ARTICLE 32 - CONTRACT DOCUMENTS AND CONFLICT OF TERMS AND CONDITIONS
The Contract Documents for this Agreement are compromised of the following:

A. This Agreement, including Exhibits hereto;
B. RFQ and CONSULTANTS response to the RFQ Solicitation, Consultants Proposal, Contract and Amendments hereto;
C. All written modifications and amendments.

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with industry standards. In the event of any inconsistency, conflict or ambiguity among the Contract Documents of this Agreement, the Contract Documents Agreements shall take precedence in the following order:

A. All written modifications and amendments hereto;
B. This agreement, including Exhibits hereto;
C. RFQ and Consultants response to the RFQ

IN WITNESS WHEREOF, the parties hereto have made and executed this Continuing Contract for Building, Review and Inspector Services on the day and date first above written.

TOWN OF LOXAHATCHEE GROVES

By:_____
Town Manager

ATTEST:

_____
Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

_____
Office of the Town Attorney

CONSULTANT:

C.A.P Government, Inc. a Bureau Veritas Co.

By: _____

[Corporate Seal]

Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

Subscribed before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2025, by _____, as _____ of _____, [ ] who is personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

(Signature of Notary Public-State of Florida)

_____
(Print, type, or stamp commissioned name of Notary public)

EXHIBIT A
Town of Loxahatchee Groves

FEE SCHEDULE

EXHIBIT B

SAMPLE TASK ORDER

Task Order for Professional Services

TASK ORDER NO._____

THIS TASK ORDER ("Task Order") is made on the ____ day of _____, 202_, between the **Town of Loxahatchee Groves**, a Florida municipal ("Town") and _____**,** a Florida corporation ("Consultant").

1.0 Project Description:
The Town desires the Consultant to provide those services as identified herein and generally described as: _____ (the "Project").

2.0 Scope
Under this Task Order, the Consultant will provide professional services to the Town as detailed in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule
The services to be provided under this Task Order shall be completed within _____ calendar days from the Town's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation
This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. Such lump sum shall be broken down to reflect the approved hourly rates.

5.0 Project Manager
The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the Town is _____, phone:_____; email:_____.

6.0 Progress Meetings
The Consultant shall schedule periodic progress review meetings with the Town Project Manager as necessary but every 30 days as a minimum, unless otherwise directed by the Manager.

7.0 Town Authorization
This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the "continuing Contract for Professional Services" between the Town and the Consultant, dated _____, 202_ ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Contract, the terms and conditions of the Contract shall prevail; however, the specific scope of services set forth in this Task Order

shall take precedence over any other more general description of services.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order as of the day and year set forth above.

TOWN OF LOXAHATCHEE GROVES

By:_____
ATTEST: Town Manager

_____
Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

_____
Office of the Town Attorney

CONSULTANT:

_____

By: _____

[Corporate Seal] Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

Subscribed before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2025, by _____, as _____ of _____, [ ] who is personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

(Signature of Notary Public-State of Florida)

_____
(Print, type, or stamp commissioned name of Notary public)

TOWN OF LOXAHATCHEE
CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This Continuing Contract for Professional Services ("Contract") is made on the ____ day of _____ 2025, between the **Town of Loxahatchee Groves**, a Florida municipal corporation ("Town") and **WGI, Inc.**, a Florida corporation ("CONSULTANT").

WHEREAS, the Town issued Request for Qualifications (RFQ) #01-2025 for "General Planning Services, Engineering Development Services and Building Inspection and Plans Review Services" in accordance with the Consultants' Competitive Negotiations Act, section 287.055, Florida Statutes ("RFQ") which is incorporated herein as if set forth in full; and

WHEREAS, the CONSULTANT submitted its qualifications in response to the RFQ (the "Qualifications") and such Qualifications are incorporated herein as if set forth in full; and

WHEREAS, the Town desires to award the RFQ to the CONSULTANT based on CONSULTANT's Qualifications and experience to provide professional services to the Town; and

WHEREAS, the Town finds making the award of the RFQ to the CONSULTANT as described herein serves a valid public purpose and is in the best interest of the Town.

NOW THEREFORE, the Town hereby engages the services of the CONSULTANT, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES AND TASK ORDER(S)

A. Scope of Services: The Town has awarded the CONSULTANT the non-exclusive right to provide the Town with the following services (the "services"):

General Planning Services as further described in Section 3a of the RFQ.

B. Task Order(s): This Contract does not guarantee that the Town will utilize CONSULTANT in any capacity or for any services identified herein. When the Town identifies a need for the CONSULTANT's services, the Town will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be based on the CONSULTANT's fee schedule agreed to by the Town, attached hereto and incorporated herein as **Exhibit A** and shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit B**. If a subconsultant(s) is to be utilized for services under a task order, the CONSULTANT shall obtain a written proposal from the subconsultant(s) and attach the same to the CONSULTANT's proposal submitted to the Town. Upon receipt of the CONSULTANT's proposal, the Town shall decide in its sole discretion whether to award the task order to the CONSULTANT. Depending on the lump sum, not to exceed amount of each proposed task order, the task order may be awarded by the Town Manager (if within her purchasing authority) or the Town Council. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the Town or upon the CONSULTANT's receipt of a fully executed task order for the services. The Town reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 2 - TERM OF CONTRACT

This non-exclusive Contract shall become effective upon approval by the Town Council and execution by the Mayor and shall have an initial term of five (5) years with the option for two (2)

additional one (1) year renewals, unless otherwise terminated as authorized under this Contract. Each fiscal year of this Contract and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Town.

ARTICLE 3 – COMPENSATION

A. Fee Schedule: The fee schedule attached as **Exhibit A** shall remain firm for the first five (5) years of this Contract. After the first five (5) years, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the Town Council and the CONSULTANT. The fee schedule shall be the basis for all fees proposed by the CONSULTANT and in any approved task order, unless otherwise agreed to by the parties.

B. Lump Sum Task Orders: The Town shall may the CONSULTANT a lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the Town unless approved by written amendment to the task order by the Town Manager or Town Council (depending on the Town's required level of approval for such additional costs). In no case shall the CONSULTANT bill the Town for any amount not stated in an approved task order or written amendment thereto.

C. Statutory Not-to-Exceed Amounts: N/A

D. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The Town shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112.061, Florida Statutes.

E. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subconsultants, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The Town shall not be responsible for payment of any other direct project expenses. **All direct project expenses shall be billed at cost to the Town and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.**

F. Additional Services: If the Town seeks to utilize the CONSULTANT for any additional services related to the services identified herein, the Town and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the Town in the form of a task order prior to said services being provided.

G. Status Report: Upon the request of the Town, the CONSULTANT shall complete and submit a technical summary and budgetary status report at no additional cost to the Town.

ARTICLE 4 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the Town for the services performed and the expenses and other charges accounted for under this Contract pursuant to an approved task order. Separate invoices shall be submitted for each task

order. Payment as prescribed in Article 3 for services rendered by the CONSULTANT during the previous billing period shall be processed in accordance with the Local Government Prompt Payment Act (Ch. 218, Part VII, Florida Statutes).

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the Town shall provide to the CONSULTANT the tax exemption information, where and if appropriate. The Town is exempt from State Sales and Use Taxes.

C. Delay: The CONSULTANT shall not be entitled to an increase in the agreed to sum or payment from the Town for any direct, indirect, consequential, impact, or other costs, expenses or damages arising because of delay from any circumstances.

D. Notice: All invoices shall be set sent to the Community Standards Director and billing@loxahatcheegrovesfl.gov

ARTICLE 5 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the Town or upon the CONSULTANT's receipt of a fully executed task order for the services.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT in a task order or such other drawings, specifications, calculations, supporting documents, or work products prepared for the Town under this Contract shall become the property of the Town upon delivery or completion. The Town shall not gain ownership of any intellectual property of CONSULTANT that was used to create deliverables in a task order or as otherwise specified under this Contract. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The Town accepts sole responsibility for its reuse of any such documents in a manner other than as initially intended under this Contract or any approved task order, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the Town or for disbursements made from the CONSULTANT's account for services under this Contract, shall be open to Town's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. Force Majeure: Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONSULTANT or Town may suspend its performance under this Contract as a result of a force majeure without being in default of this Contract, but upon the removal of such force majeure, the CONSULTANT or Town shall resume its performance as soon as is reasonably possible.

Upon the CONSULTANT's request, the Town shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT'S failure to perform was without its or its

subconsultants fault or negligence, the schedule and/or any other affected provision of this Contract may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

E. Approval of Changes: The Town, through the Town Council or the Town Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the Town, extension of the schedule or which would change the underlying purpose of the services. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the Town to represent and act for the CONSULTANT and shall inform the Town in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the Town informed of any subsequent changes in the foregoing. The authorized representative of the Town shall be the Town Manager or her designee.

G. Time of the Essence: Time is of the essence in the performance of this Contract. The CONSULTANT shall at all times carry out its duties and responsibilities in accordance with the schedule set forth in each task order, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: If applicable to this Contract, visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of its obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the Town, which shall be provided to CONSULTANT prior to the commencement of CONSULTANT's services under this Contract or an approved task order. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Contract, of the CONSULTANT.

I. Personnel: The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Contract. The CONSULTANT agrees that it is fully responsible to the Town for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant

and the Town. All of the CONSULTANT's personnel (and all subconsultants) while on Town premises, will comply with all Town requirements governing conduct, safety, and security. The Town reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by Town to CONSULTANT of the cause for such replacement. The CONSULTANT shall comply with the Town's reasonable requests regarding the replacement of personnel.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics, or the Town's Code of Ethics. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the Town's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the CONSULTANT. The Town agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the Town shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the CONSULTANT under the terms of this Contract.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Contract is that of an independent contractor. Nothing in this Contract shall create or be construed as creating a partnership or joint venture between the Town and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the TOWN in any promise, contract or representation other than as specifically provided for in this Contract (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Contract or the tasks associated with the services without prior written Town approval.

M. Nondiscrimination: The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, or national origin.

ARTICLE 6 - TOWN'S RESPONSIBILITIES

A. Service of Others: The Town shall furnish to the CONSULTANT, if required for performance of the CONSULTANT's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other

land use restrictions; and any other special data or consultations relating to the Project, if any.

B. Examine Work of the Consultant: N/A.

ARTICLE 7 – SUSPENSION BY TOWN FOR CONVENIENCE

The Town may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as Town may determine for Town's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 8 –TERMINATION

A. Termination by Town for Consultant Default: If the Town's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, the Town's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the Town's authorized representative, the Town may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately terminate this Contract. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Contract for default.

B. Termination by Consultant for Town Default: This Contract may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the Town in the event of a failure by the Town to perform in accordance with the terms of this Contract through no fault of the CONSULTANT; provided the Town fails to cure same within that thirty (30) day period.

C. Termination Without Cause: Notwithstanding the foregoing, the Town reserves the right and may elect to terminate this Contract at any time upon thirty (30) days' notice to the other party. At such time, the CONSULTANT shall be compensated only for those services which have been satisfactorily performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Contract without cause.

D. Early Termination: If this Contract is terminated before the expiration of the initial term or expiration of the renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 9 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'S liability hereunder shall include all reasonable 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 CONSULTANT against the Town and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This also includes claims involving infringement upon any copyright, patent, trade secret, or other intellectual property, proprietary, or ownership interest or legal rights of any third party. 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.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES WHETHER OR NOT CAUSED BY THE OTHER PARTY'S NEGLIGENCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Nothing contained in this Agreement 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, as amended from time to time, nor as a consent by the Town to be sued by third parties. The provisions and limitations set forth in Section 768.28 are deemed to apply to this Agreement to claims or actions arising in tort and/or contract.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Contract until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the Town. The "Town of Loxahatchee Groves, its elected officials, employees, agents and affiliates" shall be named as an "Additional Insured" on all insurance except for Worker's Compensation Coverage and Professional Liability as set forth in the RFQ. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein and no subconsultant shall commence any services under this Contract until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the Town with proof of all subconsultant's insurance upon request by the Town. All insurance shall be in accordance with the requirements set forth in the RFQ. The Town's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Contract. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Contract. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Town or by any of its representatives which indicate less coverage than required by this Contract does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The Town and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Contract. The CONSULTANT shall not assign, sublet, or transfer any interest in this Contract without the prior written consent of the Town, which the Town may withhold in

its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the Town and CONSULTANT.

ARTICLE 11 – NOTICE

A. Any notice required to be given under this Contract shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

WGI, INC.
Attn: Kate Fontaine
2035 Vista Parkway
West Palm Beach, 33411

All notices to the Town shall be sent to:

Town of Loxahatchee Groves
Attn: Town Manager and Community Standards Director
155 F Road
Loxahatchee Groves, FL 33470.
All invoices shall be sent to billing@loxahatcheegrovesfl.gov

ARTICLE 12 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Town shall have the right to terminate the Contract without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Contract.

ARTICLE 14 – INTEREST OF THE CONSULTANT.

The Consultant covenants that it presently has no interest and shall not acquire any interest,

direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

ARTICLE 15 - NONEXCLUSIVE CONTRACT

This Contract is not intended to be and shall not be construed as an exclusive agreement, and the Town may employ additional or other professional consulting firms to perform services contemplated by this Contract without liability to the Town.

ARTICLE 16 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Contract shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Contract held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Contract and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Contract, including the RFQ, the exhibits hereto, the Qualifications, and any approved task orders, constitutes the entire Contract between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral. This Contract consists of the terms and conditions provided herein; the RFQ (including all drawings, maps, specifications, requirements, exhibits and addenda attached thereto or referenced therein); the Qualifications; Exhibit “A”, Exhibit “B”; and, any approved task orders. To the extent that there exists a conflict between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail; provided, however, that the specific scope of services set forth in an approved task order shall take precedence over any other more general description of services. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. This Contract may be modified only by a written amendment executed by both parties.

D. Waiver: No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

E. Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

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

G. Scrutinized Companies: As provided in Section 287.135, Florida Statutes, as amended

from time to time, by entering into this Agreement, Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. The Town and CONSULTANT agree that the Town will have the right to immediately terminate this Agreement if CONSULTANT is found to have submitted a false certification, or if the CONSULTANT or any of its subcontractors have been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel.

If this contract is for one million dollars or more, the CONSULTANT certifies that CONSULTANT and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, that CONSULTANT and its subcontractors are not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and Consultant and its subcontractors have not been engaged in business operations in Cuba or Syria. The Town may immediately terminate this contract if the CONSULTANT is found to have submitted a false certification, or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Terrorism Sectors List or are or have been engaged with business operations in Cuba or Syria during the term of this contract.

Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. The CONSULTANT is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

H. Subconsultants: The Town reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant. If a subconsultant fails to perform or make progress as required by this Contract and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant by the Town.

ARTICLE 17 - PUBLIC RECORDS

The CONSULTANT 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 Contract and following completion of this Contract if the CONSULTANT does not transfer the records to the Town.

D. Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of the CONSULTANT or keep and maintain public records required by the Town to perform the service. If the CONSULTANT transfers all public records to the Town upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are confidential or exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, VOAKES@LOXAHATCHEEGROVES.FL.GOV, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

ARTICLE 18 - REPRESENTATIONS/BINDING AUTHORITY

By signing below, CONSULTANT's signee represents that the CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, CONSULTANT's signee hereby represents to the Town that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 19 - ENTIRETY OF AGREEMENT

The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 20 - NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries under this Agreement.

ARTICLE 21 - MATERIALITY

All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

ARTICLE 22: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 23: COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. The parties agree to accept the execution of this Agreement by facsimile, email, or other electronic means.

ARTICLE 24: PALM BEACH COUNTY IG

Palm Beach County has established the Office of the 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.

ARTICLE 25 - AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS

This Agreement consists of this Agreement, Exhibit A (Scope of Services), and Exhibit B (Rate Schedule). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the Exhibits, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 25 - APPLICABLE LAW; VENUE; WAIVER OF JURY TRIAL.

The CONSULTANT hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Except as otherwise, set forth in the indemnification provision in this Agreement, each party shall be responsible for its own attorney's fees and costs in any dispute arising out of or related to this Agreement. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

ARTICLE 26 - REMEDIES

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 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.

ARTICLE 27 - E-VERIFY

Pursuant to Section 448.095(5), Florida Statutes, Consultant shall:

a. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subconsultants (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 subconsultants' new employees.
b. Secure an affidavit from all subconsultants (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 subconsultant affidavits for the duration of this Agreement.
d. Comply fully, and ensure all 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(5)(c), Florida Statutes, CONSULTANT 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 because of termination of this Agreement.

ARTICLE 28 - PROHIBITED PREFERENCES
Pursuant to section 287.05701, Florida Statutes, the Town may not request documentation of or consider a contractor's social, political, or ideological interests during contractor selection. Further, the Town may not give a preference to a contractor based on the contractor's social, political, or ideological interests.

ARTICLE 28 - HUMAN TRAFFICKING
CONSULTANT, by signing this Agreement below, attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

ARTICLE 29 - NO LIEN RIGHTS
The CONSULTANT and any subconsultant utilized by the Consultant shall have no lien rights regarding any property owned by the Town or otherwise.

ARTICLE 30 - EXPORT ADMINISTRATION Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data, or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

ARTICLE 31 - CONTRACT DOCUMENTS AND CONFLICT OF TERMS AND CONDITIONS
The Contract Documents for this Agreement are compromised of the following:

A. This Agreement, including Exhibits hereto;
B. RFQ and CONSULTANTS response to the RFQ Solicitation, Consultants Proposal, Contract and Amendments hereto;
C. All written modifications and amendments.

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with industry standards. In the event of any inconsistency, conflict or ambiguity among the Contract Documents of this Agreement, the Contract Documents Agreements shall take precedence in the following order:

A. All written modifications and amendments hereto;
B. This agreement, including Exhibits hereto;
C. RFQ and Consultants response to the RFQ

IN WITNESS WHEREOF, the parties hereto have made and executed this Continuing Building Review and Inspector Services on the day and date first above written.

TOWN OF LOXAHATCHEE GROVES

By:_____
Town Manager

ATTEST:

_____
Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

_____
Office of the Town Attorney

CONSULTANT:

WGI, INC.

By: _____

[Corporate Seal]

Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

Subscribed before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2025, by _____, as _____ of _____, [ ] who is personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

(Signature of Notary Public-State of Florida)

_____
(Print, type, or stamp commissioned name of Notary public)

EXHIBIT A
Town of Loxahatchee Groves

FEE SCHEDULE

EXHIBIT B

SAMPLE TASK ORDER

Task Order for Professional Services

TASK ORDER NO._____

THIS TASK ORDER ("Task Order") is made on the ____ day of _____, 202_, between the **Town of Loxahatchee Groves**, a Florida municipal ("Town") and _____**,** a Florida corporation ("Consultant").

1.0 Project Description:
The Town desires the Consultant to provide those services as identified herein and generally described as: _____ (the "Project").

2.0 Scope
Under this Task Order, the Consultant will provide professional services to the Town as detailed in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule
The services to be provided under this Task Order shall be completed within _____ calendar days from the Town's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation
This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. Such lump sum shall be broken down to reflect the approved hourly rates.

5.0 Project Manager
The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the Town is _____, phone:_____; email:_____.

6.0 Progress Meetings
The Consultant shall schedule periodic progress review meetings with the Town Project Manager as necessary but every 30 days as a minimum, unless otherwise directed by the Manager.

7.0 Town Authorization
This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the "continuing Contract for Professional Services" between the Town and the Consultant, dated _____, 202_ ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Contract, the terms and conditions of the Contract shall prevail; however, the specific scope of services set forth in this Task Order

shall take precedence over any other more general description of services.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order as of the day and year set forth above.

TOWN OF LOXAHATCHEE GROVES

By:_____
ATTEST: Town Manager

_____
Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

_____
Office of the Town Attorney

CONSULTANT:

_____

By: _____

[Corporate Seal] Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

Subscribed before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2025, by _____, as _____ of _____, [ ] who is personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

(Signature of Notary Public-State of Florida)

_____
(Print, type, or stamp commissioned name of Notary public)

TOWN OF LOXAHATCHEE
CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This Continuing Contract for Professional Services ("Contract") is made on the ____ day of _____ 2025, between the **Town of Loxahatchee Groves**, a Florida municipal corporation ("Town") and **Florida Technical Consultants, LLC**, a Florida corporation ("CONSULTANT").

WHEREAS, the Town issued Request for Qualifications (RFQ) #01-2025 for "General Planning Services, Engineering Development Services and Building Inspection and Plans Review Services" in accordance with the Consultants' Competitive Negotiations Act, section 287.055, Florida Statutes ("RFQ") which is incorporated herein as if set forth in full; and

WHEREAS, the CONSULTANT submitted its qualifications in response to the RFQ (the "Qualifications") and such Qualifications are incorporated herein as if set forth in full; and

WHEREAS, the Town desires to award the RFQ to the CONSULTANT based on CONSULTANT's Qualifications and experience to provide professional services to the Town; and

WHEREAS, the Town finds making the award of the RFQ to the CONSULTANT as described herein serves a valid public purpose and is in the best interest of the Town.

NOW THEREFORE, the Town hereby engages the services of the CONSULTANT, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES AND TASK ORDER(S)

A. Scope of Services: The Town has awarded the CONSULTANT the non-exclusive right to provide the Town with the following services (the "services"):

Development Engineering Services as further described in Section 3b of the RFQ.

B. Task Order(s): This Contract does not guarantee that the Town will utilize CONSULTANT in any capacity or for any services identified herein. When the Town identifies a need for the CONSULTANT's services, the Town will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be based on the CONSULTANT's fee schedule agreed to by the Town, attached hereto and incorporated herein as **Exhibit A** and shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit B**. If a subconsultant(s) is to be utilized for services under a task order, the CONSULTANT shall obtain a written proposal from the subconsultant(s) and attach the same to the CONSULTANT's proposal submitted to the Town. Upon receipt of the CONSULTANT's proposal, the Town shall decide in its sole discretion whether to award the task order to the CONSULTANT. Depending on the lump sum, not to exceed amount of each proposed task order, the task order may be awarded by the Town Manager (if within her purchasing authority) or the Town Council. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the Town or upon the CONSULTANT's receipt of a fully executed task order for the services. The Town reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 2 - TERM OF CONTRACT

This non-exclusive Contract shall become effective upon approval by the Town Council and execution by the Mayor and shall have an initial term of five (5) years with the option for two (2)

additional one (1) year renewals, unless otherwise terminated as authorized under this Contract. Each fiscal year of this Contract and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Town.

ARTICLE 3 – COMPENSATION

A. Fee Schedule: The fee schedule attached as **Exhibit A** shall remain firm for the first five (5) years of this Contract. After the first five (5) years, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the Town Council and the CONSULTANT. The fee schedule shall be the basis for all fees proposed by the CONSULTANT and in any approved task order, unless otherwise agreed to by the parties.

B. Lump Sum Task Orders: The Town may pay the CONSULTANT a lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the Town unless approved by written amendment to the task order by the Town Manager or Town Council (depending on the Town's required level of approval for such additional costs). In no case shall the CONSULTANT bill the Town for any amount not stated in an approved task order or written amendment thereto.

C. Statutory Not-to-Exceed Amounts: N/A

D. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The Town shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112.061, Florida Statutes.

E. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subconsultants, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The Town shall not be responsible for payment of any other direct project expenses. **All direct project expenses shall be billed at cost to the Town and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.**

F. Additional Services: If the Town seeks to utilize the CONSULTANT for any additional services related to the services identified herein, the Town and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the Town in the form of a task order prior to said services being provided.

G. Status Report: Upon the request of the Town, the CONSULTANT shall complete and submit a technical summary and budgetary status report at no additional cost to the Town.

ARTICLE 4 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the Town for the services performed and the expenses and other charges accounted for under this Contract pursuant to an approved task order. Separate invoices shall be submitted for each task

order. Payment as prescribed in Article 3 for services rendered by the CONSULTANT during the previous billing period shall be processed in accordance with the Local Government Prompt Payment Act (Ch. 218, Part VII, Florida Statutes).

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the Town shall provide to the CONSULTANT the tax exemption information, where and if appropriate. The Town is exempt from State Sales and Use Taxes.

C. Delay: The CONSULTANT shall not be entitled to an increase in the agreed to sum or payment from the Town for any direct, indirect, consequential, impact, or other costs, expenses or damages arising because of delay from any circumstances.

D. Notice: All invoices shall be set sent to the Community Standards Director and billing@loxahatcheegrovesfl.gov

ARTICLE 5 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the Town or upon the CONSULTANT's receipt of a fully executed task order for the services.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT in a task order or such other drawings, specifications, calculations, supporting documents, or work products prepared for the Town under this Contract shall become the property of the Town upon delivery or completion. The Town shall not gain ownership of any intellectual property of CONSULTANT that was used to create deliverables in a task order or as otherwise specified under this Contract. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The Town accepts sole responsibility for its reuse of any such documents in a manner other than as initially intended under this Contract or any approved task order, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the Town or for disbursements made from the CONSULTANT's account for services under this Contract, shall be open to Town's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. Force Majeure: Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONSULTANT or Town may suspend its performance under this Contract as a result of a force majeure without being in default of this Contract, but upon the removal of such force majeure, the CONSULTANT or Town shall resume its performance as soon as is reasonably possible.

Upon the CONSULTANT's request, the Town shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT'S failure to perform was without its or its

subconsultants fault or negligence, the schedule and/or any other affected provision of this Contract may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

E. Approval of Changes: The Town, through the Town Council or the Town Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the Town, extension of the schedule or which would change the underlying purpose of the services. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the Town to represent and act for the CONSULTANT and shall inform the Town in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the Town informed of any subsequent changes in the foregoing. The authorized representative of the Town shall be the Town Manager or her designee.

G. Time of the Essence: Time is of the essence in the performance of this Contract. The CONSULTANT shall at all times carry out its duties and responsibilities in accordance with the schedule set forth in each task order, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: If applicable to this Contract, visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of its obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the Town, which shall be provided to CONSULTANT prior to the commencement of CONSULTANT's services under this Contract or an approved task order. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Contract, of the CONSULTANT.

I. Personnel: The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Contract. The CONSULTANT agrees that it is fully responsible to the Town for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant

and the Town. All of the CONSULTANT's personnel (and all subconsultants) while on Town premises, will comply with all Town requirements governing conduct, safety, and security. The Town reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by Town to CONSULTANT of the cause for such replacement. The CONSULTANT shall comply with the Town's reasonable requests regarding the replacement of personnel.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics, or the Town's Code of Ethics. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the Town's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the CONSULTANT. The Town agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the Town shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the CONSULTANT under the terms of this Contract.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Contract is that of an independent contractor. Nothing in this Contract shall create or be construed as creating a partnership or joint venture between the Town and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the TOWN in any promise, contract or representation other than as specifically provided for in this Contract (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Contract or the tasks associated with the services without prior written Town approval.

M. Nondiscrimination: The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, or national origin.

ARTICLE 6 - TOWN'S RESPONSIBILITIES

A. Service of Others: The Town shall furnish to the CONSULTANT, if required for performance of the CONSULTANT's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the Project, if any.

B. Examine Work of the Consultant: N/A.

ARTICLE 7 – SUSPENSION BY TOWN FOR CONVENIENCE

The Town may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as Town may determine for Town's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 8 –TERMINATION

A. Termination by Town for Consultant Default: If the Town's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, the Town's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the Town's authorized representative, the Town may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately terminate this Contract. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Contract for default.

B. Termination by Consultant for Town Default: This Contract may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the Town in the event of a failure by the Town to perform in accordance with the terms of this Contract through no fault of the CONSULTANT; provided the Town fails to cure same within that thirty (30) day period.

C. Termination Without Cause: Notwithstanding the foregoing, the Town reserves the right and may elect to terminate this Contract at any time upon thirty (30) days' notice to the other party. At such time, the CONSULTANT shall be compensated only for those services which have been satisfactorily performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Contract without cause.

D. Early Termination: If this Contract is terminated before the expiration of the initial term or expiration of the renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 9 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'S liability hereunder shall include all reasonable 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 CONSULTANT against the Town and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This also includes claims involving infringement upon any copyright, patent, trade secret, or other intellectual property, proprietary, or ownership interest or legal rights of any third party. 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.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES WHETHER OR NOT CAUSED BY THE OTHER PARTY'S NEGLIGENCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Nothing contained in this Agreement 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, as amended from time to time, nor as a consent by the Town to be sued by third parties. The provisions and limitations set forth in Section 768.28 are deemed to apply to this Agreement to claims or actions arising in tort and/or contract.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Contract until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the Town. The "Town of Loxahatchee Groves, its elected officials, employees, agents and affiliates" shall be named as an "Additional Insured" on all insurance except for Worker's Compensation Coverage and Professional Liability as set forth in the RFQ. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein and no subconsultant shall commence any services under this Contract until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the Town with proof of all subconsultant's insurance upon request by the Town. All insurance shall be in accordance with the requirements set forth in the RFQ. The Town's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Contract. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Contract. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Town or by any of its representatives which indicate less coverage than required by this Contract does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The Town and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Contract. The CONSULTANT shall not assign, sublet, or transfer any interest in this Contract without the prior written consent of the Town, which the Town may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal

liability on the part of any elected official, officer, employee or agent of the Town, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the Town and CONSULTANT.

ARTICLE 11 – NOTICE

A. Any notice required to be given under this Contract shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Florida Technical Consultants, LLC.
Attn: James Herbert Barton
2240 Woolbright Rd
STE 400
Boynton Beach, FL 33426

All notices to the Town shall be sent to:

Town of Loxahatchee Groves
Attn: Town Manager and Community Standards Director
155 F Road
Loxahatchee Groves, FL 33470.
All invoices shall be sent to billing@loxahatcheegrovesfl.gov

ARTICLE 12 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Town shall have the right to terminate the Contract without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Contract.

ARTICLE 14 – INTEREST OF THE CONSULTANT.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

ARTICLE 15 - NONEXCLUSIVE CONTRACT

This Contract is not intended to be and shall not be construed as an exclusive agreement, and the Town may employ additional or other professional consulting firms to perform services contemplated by this Contract without liability to the Town.

ARTICLE 16 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Contract shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Contract held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Contract and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Contract, including the RFQ, the exhibits hereto, the Qualifications, and any approved task orders, constitutes the entire Contract between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral. This Contract consists of the terms and conditions provided herein; the RFQ (including all drawings, maps, specifications, requirements, exhibits and addenda attached thereto or referenced therein); the Qualifications; Exhibit “A”, Exhibit “B”; and, any approved task orders. To the extent that there exists a conflict between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail; provided, however, that the specific scope of services set forth in an approved task order shall take precedence over any other more general description of services. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. This Contract may be modified only by a written amendment executed by both parties.

D. Waiver: No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

E. Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

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

G. Scrutinized Companies: As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. The Town and CONSULTANT agree that the Town will have the right to immediately terminate this Agreement if CONSULTANT is found to have submitted a false certification, or if the CONSULTANT or any of its subcontractors have been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel.

If this contract is for one million dollars or more, the CONSULTANT certifies that CONSULTANT and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, that CONSULTANT and its subcontractors are not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and Consultant and its subcontractors have not been engaged in business operations in Cuba or Syria. The Town may immediately terminate this contract if the CONSULTANT is found to have submitted a false certification, or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Terrorism Sectors List or are or have been engaged with business operations in Cuba or Syria during the term of this contract.

Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. The CONSULTANT is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

H. Subconsultants: The Town reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant. If a subconsultant fails to perform or make progress as required by this Contract and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant by the Town.

ARTICLE 17 - PUBLIC RECORDS

The CONSULTANT 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 Contract and following completion of this Contract if the CONSULTANT does not transfer the records to the Town.

D. Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of the CONSULTANT or keep and maintain public records required by the Town to perform the service. If the CONSULTANT transfers all public records to the Town upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are confidential or exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, VOAKES@LOXAHATCHEEGROVES.FL.GOV, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

ARTICLE 18 - REPRESENTATIONS/BINDING AUTHORITY

By signing below, CONSULTANT's signee represents that the CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, CONSULTANT's signee hereby represents to the Town that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 19 - ENTIRETY OF AGREEMENT

The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 20 - NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries under this Agreement.

ARTICLE 21 - MATERIALITY

All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

ARTICLE 22: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 23: COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. The parties agree to accept the execution of this Agreement by facsimile, email, or other electronic means.

ARTICLE 24: PALM BEACH COUNTY IG

Palm Beach County has established the Office of the 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.

ARTICLE 25 - APPLICABLE LAW; VENUE; WAIVER OF JURY TRIAL.

The CONSULTANT hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Except as otherwise, set forth in the indemnification provision in this Agreement, each party shall be responsible for its own attorney's fees and costs in any dispute arising out of or related to this Agreement. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

ARTICLE 26 - REMEDIES

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 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.

ARTICLE 27 - E-VERIFY

Pursuant to Section 448.095(5), Florida Statutes, Consultant shall:

a. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subconsultants (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 subconsultants' new employees.
b. Secure an affidavit from all subconsultants (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 subconsultant affidavits for the duration of this Agreement.
d. Comply fully, and ensure all 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(5)(c), Florida Statutes, CONSULTANT 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 because of termination of this Agreement.

ARTICLE 28 - PROHIBITED PREFERENCES

Pursuant to section 287.05701, Florida Statutes, the Town may not request documentation of or consider a contractor's social, political, or ideological interests during contractor selection. Further, the Town may not give a preference to a contractor based on the contractor's social,

political, or ideological interests.

ARTICLE 29 - HUMAN TRAFFICKING
CONSULTANT, by signing this Agreement below, attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

ARTICLE 30 - NO LIEN RIGHTS
The CONSULTANT and any subconsultant utilized by the Consultant shall have no lien rights regarding any property owned by the Town or otherwise.

ARTICLE 31 - EXPORT ADMINISTRATION Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data, or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

ARTICLE 32 - CONTRACT DOCUMENTS AND CONFLICT OF TERMS AND CONDITIONS
The Contract Documents for this Agreement are compromised of the following:

A. This Agreement, including Exhibits hereto;
B. RFQ and CONSULTANTS response to the RFQ Solicitation, Consultants Proposal, Contract and Amendments hereto;
C. All written modifications and amendments.

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with industry standards. In the event of any inconsistency, conflict or ambiguity among the Contract Documents of this Agreement, the Contract Documents Agreements shall take precedence in the following order:

A. All written modifications and amendments hereto;
B. This agreement, including Exhibits hereto;
C. RFQ and Consultants response to the RFQ

IN WITNESS WHEREOF, the parties hereto have made and executed this Continuing Building Review and Inspector Services on the day and date first above written.

TOWN OF LOXAHATCHEE GROVES

By:_____
Town Manager

ATTEST:

_____
Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

_____
Office of the Town Attorney

CONSULTANT:

Florida Technical Consultants, LLC

By: _____

[Corporate Seal]

Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

Subscribed before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2025, by _____, as _____ of _____, [ ] who is personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

(Signature of Notary Public-State of Florida)

_____
(Print, type, or stamp commissioned name of Notary public)

EXHIBIT A
Town of Loxahatchee Groves

FEE SCHEDULE

EXHIBIT B

SAMPLE TASK ORDER

Task Order for Professional Services

TASK ORDER NO._____

THIS TASK ORDER ("Task Order") is made on the ____ day of _____, 202_, between the **Town of Loxahatchee Groves**, a Florida municipal ("Town") and _____**,** a Florida corporation ("Consultant").

1.0 Project Description:
The Town desires the Consultant to provide those services as identified herein and generally described as: _____ (the "Project").

2.0 Scope
Under this Task Order, the Consultant will provide professional services to the Town as detailed in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule
The services to be provided under this Task Order shall be completed within _____ calendar days from the Town's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation
This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. Such lump sum shall be broken down to reflect the approved hourly rates.

5.0 Project Manager
The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the Town is _____, phone:_____; email:_____.

6.0 Progress Meetings
The Consultant shall schedule periodic progress review meetings with the Town Project Manager as necessary but every 30 days as a minimum, unless otherwise directed by the Manager.

7.0 Town Authorization
This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the "continuing Contract for Professional Services" between the Town and the Consultant, dated _____, 202_ ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Contract, the terms and conditions of the Contract shall prevail; however, the specific scope of services set forth in this Task Order

shall take precedence over any other more general description of services.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order as of the day and year set forth above.

TOWN OF LOXAHATCHEE GROVES

By:_____
ATTEST: Town Manager

_____
Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

_____
Office of the Town Attorney

CONSULTANT:

_____

By: _____

[Corporate Seal] Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

Subscribed before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2025, by _____, as _____ of _____, [ ] who is personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

(Signature of Notary Public-State of Florida)

_____
(Print, type, or stamp commissioned name of Notary public)

TOWN OF LOXAHATCHEE
CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This Continuing Contract for Professional Services ("Contract") is made on the ____ day of _____ 2025, between the **Town of Loxahatchee Groves**, a Florida municipal corporation ("Town") and **JMorton Planning & Landscape Architecture, Inc**, a Florida corporation ("CONSULTANT").

WHEREAS, the Town issued Request for Qualifications (RFQ) #01-2025 for "General Planning Services, Engineering Development Services and Building Inspection and Plans Review Services" in accordance with the Consultants' Competitive Negotiations Act, section 287.055, Florida Statutes ("RFQ") which is incorporated herein as if set forth in full; and

WHEREAS, the CONSULTANT submitted its qualifications in response to the RFQ (the "Qualifications") and such Qualifications are incorporated herein as if set forth in full; and

WHEREAS, the Town desires to award the RFQ to the CONSULTANT based on CONSULTANT's Qualifications and experience to provide professional services to the Town; and

WHEREAS, the Town finds making the award of the RFQ to the CONSULTANT as described herein serves a valid public purpose and is in the best interest of the Town.

NOW THEREFORE, the Town hereby engages the services of the CONSULTANT, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES AND TASK ORDER(S)

A. Scope of Services: The Town has awarded the CONSULTANT the non-exclusive right to provide the Town with the following services (the "services"):

General Planning Services as further described in Section 3a of the RFQ.

B. Task Order(s): This Contract does not guarantee that the Town will utilize CONSULTANT in any capacity or for any services identified herein. When the Town identifies a need for the CONSULTANT's services, the Town will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be based on the CONSULTANT's fee schedule agreed to by the Town, attached hereto and incorporated herein as **Exhibit A** and shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit B**. If a subconsultant(s) is to be utilized for services under a task order, the CONSULTANT shall obtain a written proposal from the subconsultant(s) and attach the same to the CONSULTANT's proposal submitted to the Town. Upon receipt of the CONSULTANT's proposal, the Town shall decide in its sole discretion whether to award the task order to the CONSULTANT. Depending on the lump sum, not to exceed amount of each proposed task order, the task order may be awarded by the Town Manager (if within her purchasing authority) or the Town Council. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the Town or upon the CONSULTANT's receipt of a fully executed task order for the services. The Town reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 2 - TERM OF CONTRACT

This non-exclusive Contract shall become effective upon approval by the Town Council and

execution by the Mayor and shall have an initial term of five (5) years with the option for two (2) additional one (1) year renewals, unless otherwise terminated as authorized under this Contract. Each fiscal year of this Contract and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Town.

ARTICLE 3 – COMPENSATION

A. Fee Schedule: The fee schedule attached as **Exhibit A** shall remain firm for the first five (5) years of this Contract. After the first five (5) years, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the Town Council and the CONSULTANT. The fee schedule shall be the basis for all fees proposed by the CONSULTANT and in any approved task order, unless otherwise agreed to by the parties.

B. Lump Sum Task Orders: The Town may pay the CONSULTANT a lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the Town unless approved by written amendment to the task order by the Town Manager or Town Council (depending on the Town's required level of approval for such additional costs). In no case shall the CONSULTANT bill the Town for any amount not stated in an approved task order or written amendment thereto.

C. Statutory Not-to-Exceed Amounts: N/A

D. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The Town shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112.061, Florida Statutes.

E. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subconsultants, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The Town shall not be responsible for payment of any other direct project expenses. **All direct project expenses shall be billed at cost to the Town and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.**

F. Additional Services: If the Town seeks to utilize the CONSULTANT for any additional services related to the services identified herein, the Town and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the Town in the form of a task order prior to said services being provided.

G. Status Report: Upon the request of the Town, the CONSULTANT shall complete and submit a technical summary and budgetary status report at no additional cost to the Town.

ARTICLE 4 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the Town for the services performed and the expenses and other charges accounted for under this

Contract pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed in Article 3 for services rendered by the CONSULTANT during the previous billing period shall be processed in accordance with the Local Government Prompt Payment Act (Ch. 218, Part VII, Florida Statutes).

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the Town shall provide to the CONSULTANT the tax exemption information, where and if appropriate. The Town is exempt from State Sales and Use Taxes.

C. Delay: The CONSULTANT shall not be entitled to an increase in the agreed to sum or payment from the Town for any direct, indirect, consequential, impact, or other costs, expenses or damages arising because of delay from any circumstances.

D. Notice: All invoices shall be set sent to the Community Standards Director and billing@loxahatcheegrovesfl.gov

ARTICLE 5 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the Town or upon the CONSULTANT's receipt of a fully executed task order for the services.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT in a task order or such other drawings, specifications, calculations, supporting documents, or work products prepared for the Town under this Contract shall become the property of the Town upon delivery or completion. The Town shall not gain ownership of any intellectual property of CONSULTANT that was used to create deliverables in a task order or as otherwise specified under this Contract. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The Town accepts sole responsibility for its reuse of any such documents in a manner other than as initially intended under this Contract or any approved task order, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the Town or for disbursements made from the CONSULTANT's account for services under this Contract, shall be open to Town's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. Force Majeure: Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONSULTANT or Town may suspend its performance under this Contract as a result of a force majeure without being in default of this Contract, but upon the removal of such force majeure, the CONSULTANT or Town shall resume its performance as soon as is reasonably possible.

Upon the CONSULTANT's request, the Town shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT'S failure to perform was without its or its subconsultants fault or negligence, the schedule and/or any other affected provision of this Contract may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

E. Approval of Changes: The Town, through the Town Council or the Town Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the Town, extension of the schedule or which would change the underlying purpose of the services. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the Town to represent and act for the CONSULTANT and shall inform the Town in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the Town informed of any subsequent changes in the foregoing. The authorized representative of the Town shall be the Town Manager or her designee.

G. Time of the Essence: Time is of the essence in the performance of this Contract. The CONSULTANT shall at all times carry out its duties and responsibilities in accordance with the schedule set forth in each task order, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: If applicable to this Contract, visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of its obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the Town, which shall be provided to CONSULTANT prior to the commencement of CONSULTANT's services under this Contract or an approved task order. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Contract, of the CONSULTANT.

I. Personnel: The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Contract. The CONSULTANT agrees that it is fully responsible to the Town for the acts and omissions of

subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the Town. All of the CONSULTANT's personnel (and all subconsultants) while on Town premises, will comply with all Town requirements governing conduct, safety, and security. The Town reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by Town to CONSULTANT of the cause for such replacement. The CONSULTANT shall comply with the Town's reasonable requests regarding the replacement of personnel.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics, or the Town's Code of Ethics. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the Town's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the CONSULTANT. The Town agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the Town shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the CONSULTANT under the terms of this Contract.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Contract is that of an independent contractor. Nothing in this Contract shall create or be construed as creating a partnership or joint venture between the Town and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the TOWN in any promise, contract or representation other than as specifically provided for in this Contract (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Contract or the tasks associated with the services without prior written Town approval.

M. Nondiscrimination: The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, or national origin.

ARTICLE 6 - TOWN'S RESPONSIBILITIES

A. Service of Others: The Town shall furnish to the CONSULTANT, if required for performance of the CONSULTANT's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement,

rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the Project, if any.

B. Examine Work of the Consultant: N/A.

ARTICLE 7 – SUSPENSION BY TOWN FOR CONVENIENCE

The Town may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as Town may determine for Town's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 8 –TERMINATION

A. Termination by Town for Consultant Default: If the Town's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, the Town's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the Town's authorized representative, the Town may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately terminate this Contract. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Contract for default.

B. Termination by Consultant for Town Default: This Contract may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the Town in the event of a failure by the Town to perform in accordance with the terms of this Contract through no fault of the CONSULTANT; provided the Town fails to cure same within that thirty (30) day period.

C. Termination Without Cause: Notwithstanding the foregoing, the Town reserves the right and may elect to terminate this Contract at any time upon thirty (30) days' notice to the other party. At such time, the CONSULTANT shall be compensated only for those services which have been satisfactorily performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Contract without cause.

D. Early Termination: If this Contract is terminated before the expiration of the initial term or expiration of the renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 9 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'S liability hereunder shall include all reasonable 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 CONSULTANT against the Town and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This also includes claims involving infringement upon any copyright, patent, trade secret, or other intellectual property, proprietary, or ownership interest or legal rights of any third party. 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.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES WHETHER OR NOT CAUSED BY THE OTHER PARTY'S NEGLIGENCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Nothing contained in this Agreement 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, as amended from time to time, nor as a consent by the Town to be sued by third parties. The provisions and limitations set forth in Section 768.28 are deemed to apply to this Agreement to claims or actions arising in tort and/or contract.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Contract until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the Town. The "Town of Loxahatchee Groves, its elected officials, employees, agents and affiliates" shall be named as an "Additional Insured" on all insurance except for Worker's Compensation Coverage and Professional Liability as set forth in the RFQ. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein and no subconsultant shall commence any services under this Contract until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the Town with proof of all subconsultant's insurance upon request by the Town. All insurance shall be in accordance with the requirements set forth in the RFQ. The Town's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Contract. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Contract. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Town or by any of its representatives which indicate less coverage than required by this Contract does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The Town and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Contract. The CONSULTANT shall not assign, sublet, or transfer any interest in this Contract without the prior written consent of the Town, which the Town may withhold in

its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the Town and CONSULTANT.

ARTICLE 11 – NOTICE

A. Any notice required to be given under this Contract shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

JMorton Planning & Landscape Architecture, INC.
Attn: Dean Rosenbach
3910 RCA Boulevard
STE 1015
Palm Beach Gardens, FL 33410

All notices to the Town shall be sent to:

Town of Loxahatchee Groves
Attn: Town Manager and Community Standards Director
155 F Road
Loxahatchee Groves, FL 33470.
All invoices shall be sent to billing@loxahatcheegrovesfl.gov

ARTICLE 12 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Town shall have the right to terminate the Contract without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Contract.

ARTICLE 14 – INTEREST OF THE CONSULTANT.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

ARTICLE 15 - NONEXCLUSIVE CONTRACT

This Contract is not intended to be and shall not be construed as an exclusive agreement, and the Town may employ additional or other professional consulting firms to perform services contemplated by this Contract without liability to the Town.

ARTICLE 16 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Contract shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Contract held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Contract and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Contract, including the RFQ, the exhibits hereto, the Qualifications, and any approved task orders, constitutes the entire Contract between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral. This Contract consists of the terms and conditions provided herein; the RFQ (including all drawings, maps, specifications, requirements, exhibits and addenda attached thereto or referenced therein); the Qualifications; Exhibit “A”, Exhibit “B”; and, any approved task orders. To the extent that there exists a conflict between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail; provided, however, that the specific scope of services set forth in an approved task order shall take precedence over any other more general description of services. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. This Contract may be modified only by a written amendment executed by both parties.

D. Waiver: No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

E. Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

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

G. Scrutinized Companies: As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. The Town and CONSULTANT agree that the Town will have the right to immediately terminate this Agreement if CONSULTANT is found to have submitted a false certification, or if the CONSULTANT or any of its subcontractors have been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel.

If this contract is for one million dollars or more, the CONSULTANT certifies that CONSULTANT and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, that CONSULTANT and its subcontractors are not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and Consultant and its subcontractors have not been engaged in business operations in Cuba or Syria. The Town may immediately terminate this contract if the CONSULTANT is found to have submitted a false certification, or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Terrorism Sectors List or are or have been engaged with business operations in Cuba or Syria during the term of this contract.

Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. The CONSULTANT is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

H. Subconsultants: The Town reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant. If a subconsultant fails to perform or make progress as required by this Contract and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant by the Town.

ARTICLE 17 - PUBLIC RECORDS

The CONSULTANT 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 Contract and following completion of this Contract if the CONSULTANT does not transfer the records to the Town.

D. Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of the CONSULTANT or keep and maintain public records required by the Town to perform the service. If the CONSULTANT transfers all public records to the Town upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are confidential or exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, VOAKES@LOXAHATCHEEGROVES.FL.GOV, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

ARTICLE 18 - REPRESENTATIONS/BINDING AUTHORITY

By signing below, CONSULTANT's signee represents that the CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, CONSULTANT's signee hereby represents to the Town that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 19 - ENTIRETY OF AGREEMENT

The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 20 - NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries under this Agreement.

ARTICLE 21 - MATERIALITY

All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

ARTICLE 22: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 23: COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. The parties agree to accept the execution of this Agreement by facsimile, email, or other electronic means.

ARTICLE 24: PALM BEACH COUNTY IG

Palm Beach County has established the Office of the 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.

ARTICLE 25 - APPLICABLE LAW; VENUE; WAIVER OF JURY TRIAL.

The CONSULTANT hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Except as otherwise, set forth in the indemnification provision in this Agreement, each party shall be responsible for its own attorney's fees and costs in any dispute arising out of or related to this Agreement. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

ARTICLE 26 - REMEDIES

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 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.

ARTICLE 27 - E-VERIFY

Pursuant to Section 448.095(5), Florida Statutes, Consultant shall:

a. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subconsultants (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 subconsultants' new employees.
b. Secure an affidavit from all subconsultants (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 subconsultant affidavits for the duration of this Agreement.
d. Comply fully, and ensure all 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(5)(c), Florida Statutes, CONSULTANT 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 because of termination of this Agreement.

ARTICLE 28 - PROHIBITED PREFERENCES

Pursuant to section 287.05701, Florida Statutes, the Town may not request documentation of or consider a contractor's social, political, or ideological interests during contractor selection. Further, the Town may not give a preference to a contractor based on the contractor's social,

political, or ideological interests.

ARTICLE 29 - HUMAN TRAFFICKING
CONSULTANT, by signing this Agreement below, attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

ARTICLE 30 - NO LIEN RIGHTS
The CONSULTANT and any subconsultant utilized by the Consultant shall have no lien rights regarding any property owned by the Town or otherwise.

ARTICLE 31 - EXPORT ADMINISTRATION Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data, or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

ARTICLE 32 - CONTRACT DOCUMENTS AND CONFLICT OF TERMS AND CONDITIONS
The Contract Documents for this Agreement are compromised of the following:

A. This Agreement, including Exhibits hereto;
B. RFQ and CONSULTANTS response to the RFQ Solicitation, Consultants Proposal, Contract and Amendments hereto;
C. All written modifications and amendments.

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with industry standards. In the event of any inconsistency, conflict or ambiguity among the Contract Documents of this Agreement, the Contract Documents Agreements shall take precedence in the following order:

A. All written modifications and amendments hereto;
B. This agreement, including Exhibits hereto;
C. RFQ and Consultants response to the RFQ

IN WITNESS WHEREOF, the parties hereto have made and executed this Continuing Contract for Building Review and Inspector Services on the day and date first above written.

TOWN OF LOXAHATCHEE GROVES

By:_____
Town Manager

ATTEST:

_____
Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

_____
Office of the Town Attorney

CONSULTANT:

JMorton Planning & Landscape Architecture, Inc.

By: _____

[Corporate Seal]

Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

Subscribed before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2025, by _____, as _____ of _____, [ ] who is personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

(Signature of Notary Public-State of Florida)

_____
(Print, type, or stamp commissioned name of Notary public)

EXHIBIT A
Town of Loxahatchee Groves

FEE SCHEDULE

EXHIBIT B

SAMPLE TASK ORDER

Task Order for Professional Services

TASK ORDER NO._____

THIS TASK ORDER ("Task Order") is made on the ____ day of _____, 202_, between the **Town of Loxahatchee Groves**, a Florida municipal ("Town") and _____**,** a Florida corporation ("Consultant").

1.0 Project Description:
The Town desires the Consultant to provide those services as identified herein and generally described as: _____ (the "Project").

2.0 Scope
Under this Task Order, the Consultant will provide professional services to the Town as detailed in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule
The services to be provided under this Task Order shall be completed within _____ calendar days from the Town's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation
This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. Such lump sum shall be broken down to reflect the approved hourly rates.

5.0 Project Manager
The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the Town is _____, phone:_____; email:_____.

6.0 Progress Meetings
The Consultant shall schedule periodic progress review meetings with the Town Project Manager as necessary but every 30 days as a minimum, unless otherwise directed by the Manager.

7.0 Town Authorization
This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the "continuing Contract for Professional Services" between the Town and the Consultant, dated _____, 202_ ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Contract, the terms and conditions of the Contract shall prevail; however, the specific scope of services set forth in this Task Order

shall take precedence over any other more general description of services.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order as of the day and year set forth above.

TOWN OF LOXAHATCHEE GROVES

By:_____
ATTEST: Town Manager

_____
Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

_____
Office of the Town Attorney

CONSULTANT:

_____

By: _____

[Corporate Seal] Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

Subscribed before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2025, by _____, as _____ of _____, [ ] who is personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

(Signature of Notary Public-State of Florida)

_____
(Print, type, or stamp commissioned name of Notary public)

TOWN OF LOXAHATCHEE
CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This Continuing Contract for Professional Services ("Contract") is made on the ____ day of _____ 2025, between the **Town of Loxahatchee Groves**, a Florida municipal corporation ("Town") and **Tew and Taylor Holdings Group, Inc,** a Florida corporation ("CONSULTANT").

WHEREAS, the Town issued Request for Qualifications (RFQ) #01-2025 for "General Planning Services, Engineering Development Services and Building Inspection and Plans Review Services" in accordance with the Consultants' Competitive Negotiations Act, section 287.055, Florida Statutes ("RFQ") which is incorporated herein as if set forth in full; and

WHEREAS, the CONSULTANT submitted its qualifications in response to the RFQ (the "Qualifications") and such Qualifications are incorporated herein as if set forth in full; and

WHEREAS, the Town desires to award the RFQ to the CONSULTANT based on CONSULTANT's Qualifications and experience to provide professional services to the Town; and

WHEREAS, the Town finds making the award of the RFQ to the CONSULTANT as described herein serves a valid public purpose and is in the best interest of the Town.

NOW THEREFORE, the Town hereby engages the services of the CONSULTANT, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES AND TASK ORDER(S)

A. Scope of Services: The Town has awarded the CONSULTANT the non-exclusive right to provide the Town with the following services (the "services"):

Building Review and Inspections as further described in Section 3c of the RFQ.

B. Task Order(s): This Contract does not guarantee that the Town will utilize CONSULTANT in any capacity or for any services identified herein. When the Town identifies a need for the CONSULTANT's services, the Town will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be based on the CONSULTANT's fee schedule agreed to by the Town, attached hereto and incorporated herein as **Exhibit A** and shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit B**. If a subconsultant(s) is to be utilized for services under a task order, the CONSULTANT shall obtain a written proposal from the subconsultant(s) and attach the same to the CONSULTANT's proposal submitted to the Town. Upon receipt of the CONSULTANT's proposal, the Town shall decide in its sole discretion whether to award the task order to the CONSULTANT. Depending on the lump sum, not to exceed amount of each proposed task order, the task order may be awarded by the Town Manager (if within her purchasing authority) or the Town Council. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the Town or upon the CONSULTANT's receipt of a fully executed task order for the services. The Town reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 2 - TERM OF CONTRACT

This non-exclusive Contract shall become effective upon approval by the Town Council and execution by the Mayor and shall have an initial term of five (5) years with the option for two (2)

additional one (1) year renewals, unless otherwise terminated as authorized under this Contract. Each fiscal year of this Contract and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Town.

ARTICLE 3 – COMPENSATION

A. Fee Schedule: The fee schedule attached as **Exhibit A** shall remain firm for the first five (5) years of this Contract. After the first five (5) years, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the Town Council and the CONSULTANT. The fee schedule shall be the basis for all fees proposed by the CONSULTANT and in any approved task order, unless otherwise agreed to by the parties.

B. Lump Sum Task Orders: The Town may pay the CONSULTANT a lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the Town unless approved by written amendment to the task order by the Town Manager or Town Council (depending on the Town's required level of approval for such additional costs). In no case shall the CONSULTANT bill the Town for any amount not stated in an approved task order or written amendment thereto.

C. Statutory Not-to-Exceed Amounts: N/A

D. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The Town shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112.061, Florida Statutes.

E. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subconsultants, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The Town shall not be responsible for payment of any other direct project expenses. **All direct project expenses shall be billed at cost to the Town and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.**

F. Additional Services: If the Town seeks to utilize the CONSULTANT for any additional services related to the services identified herein, the Town and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the Town in the form of a task order prior to said services being provided.

G. Status Report: Upon the request of the Town, the CONSULTANT shall complete and submit a technical summary and budgetary status report at no additional cost to the Town.

ARTICLE 4 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the Town for the services performed and the expenses and other charges accounted for under this Contract pursuant to an approved task order. Separate invoices shall be submitted for each task

order. Payment as prescribed in Article 3 for services rendered by the CONSULTANT during the previous billing period shall be processed in accordance with the Local Government Prompt Payment Act (Ch. 218, Part VII, Florida Statutes).

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the Town shall provide to the CONSULTANT the tax exemption information, where and if appropriate. The Town is exempt from State Sales and Use Taxes.

C. Delay: The CONSULTANT shall not be entitled to an increase in the agreed to sum or payment from the Town for any direct, indirect, consequential, impact, or other costs, expenses or damages arising because of delay from any circumstances.

D. Notice: All invoices shall be set sent to the Community Standards Director and billing@loxahatcheegrovesfl.gov

ARTICLE 5 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the Town or upon the CONSULTANT's receipt of a fully executed task order for the services.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT in a task order or such other drawings, specifications, calculations, supporting documents, or work products prepared for the Town under this Contract shall become the property of the Town upon delivery or completion. The Town shall not gain ownership of any intellectual property of CONSULTANT that was used to create deliverables in a task order or as otherwise specified under this Contract. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The Town accepts sole responsibility for its reuse of any such documents in a manner other than as initially intended under this Contract or any approved task order, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the Town or for disbursements made from the CONSULTANT's account for services under this Contract, shall be open to Town's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. Force Majeure: Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONSULTANT or Town may suspend its performance under this Contract as a result of a force majeure without being in default of this Contract, but upon the removal of such force majeure, the CONSULTANT or Town shall resume its performance as soon as is reasonably possible.

Upon the CONSULTANT's request, the Town shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT'S failure to perform was without its or its

subconsultants fault or negligence, the schedule and/or any other affected provision of this Contract may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

E. Approval of Changes: The Town, through the Town Council or the Town Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the Town, extension of the schedule or which would change the underlying purpose of the services. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the Town to represent and act for the CONSULTANT and shall inform the Town in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the Town informed of any subsequent changes in the foregoing. The authorized representative of the Town shall be the Town Manager or her designee.

G. Time of the Essence: Time is of the essence in the performance of this Contract. The CONSULTANT shall at all times carry out its duties and responsibilities in accordance with the schedule set forth in each task order, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: If applicable to this Contract, visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of its obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the Town, which shall be provided to CONSULTANT prior to the commencement of CONSULTANT's services under this Contract or an approved task order. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Contract, of the CONSULTANT.

I. Personnel: The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Contract. The CONSULTANT agrees that it is fully responsible to the Town for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant

and the Town. All of the CONSULTANT's personnel (and all subconsultants) while on Town premises, will comply with all Town requirements governing conduct, safety, and security. The Town reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by Town to CONSULTANT of the cause for such replacement. The CONSULTANT shall comply with the Town's reasonable requests regarding the replacement of personnel.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics, or the Town's Code of Ethics. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the Town's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the CONSULTANT. The Town agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the Town shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the CONSULTANT under the terms of this Contract.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Contract is that of an independent contractor. Nothing in this Contract shall create or be construed as creating a partnership or joint venture between the Town and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the TOWN in any promise, contract or representation other than as specifically provided for in this Contract (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Contract or the tasks associated with the services without prior written Town approval.

M. Nondiscrimination: The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, or national origin.

ARTICLE 6 - TOWN'S RESPONSIBILITIES

A. Service of Others: The Town shall furnish to the CONSULTANT, if required for performance of the CONSULTANT's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the Project, if any.

B. Examine Work of the Consultant: N/A.

ARTICLE 7 – SUSPENSION BY TOWN FOR CONVENIENCE

The Town may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as Town may determine for Town's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 8 –TERMINATION

A. Termination by Town for Consultant Default: If the Town's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, the Town's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the Town's authorized representative, the Town may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately terminate this Contract. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Contract for default.

B. Termination by Consultant for Town Default: This Contract may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the Town in the event of a failure by the Town to perform in accordance with the terms of this Contract through no fault of the CONSULTANT; provided the Town fails to cure same within that thirty (30) day period.

C. Termination Without Cause: Notwithstanding the foregoing, the Town reserves the right and may elect to terminate this Contract at any time upon thirty (30) days' notice to the other party. At such time, the CONSULTANT shall be compensated only for those services which have been satisfactorily performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Contract without cause.

D. Early Termination: If this Contract is terminated before the expiration of the initial term or expiration of the renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 9 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'S liability hereunder shall include all reasonable 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 CONSULTANT against the Town and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This also includes claims involving infringement upon any copyright, patent, trade secret, or other intellectual property, proprietary, or ownership interest or legal rights of any third party. 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.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES WHETHER OR NOT CAUSED BY THE OTHER PARTY'S NEGLIGENCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Nothing contained in this Agreement 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, as amended from time to time, nor as a consent by the Town to be sued by third parties. The provisions and limitations set forth in Section 768.28 are deemed to apply to this Agreement to claims or actions arising in tort and/or contract.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Contract until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the Town. The "Town of Loxahatchee Groves, its elected officials, employees, agents and affiliates" shall be named as an "Additional Insured" on all insurance except for Worker's Compensation Coverage and Professional Liability as set forth in the RFQ. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein and no subconsultant shall commence any services under this Contract until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the Town with proof of all subconsultant's insurance upon request by the Town. All insurance shall be in accordance with the requirements set forth in the RFQ. The Town's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Contract. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Contract. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Town or by any of its representatives which indicate less coverage than required by this Contract does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The Town and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Contract. The CONSULTANT shall not assign, sublet, or transfer any interest in this Contract without the prior written consent of the Town, which the Town may withhold in

its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the Town and CONSULTANT.

ARTICLE 11 – NOTICE

A. Any notice required to be given under this Contract shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Tew and Taylor Holdings Group, Inc.
Attn: John A Rauch
625 N Flagler Dr
Unit 506
West Palm Beach, FL 33401

All notices to the Town shall be sent to:

Town of Loxahatchee Groves
Attn: Town Manager and Community Standards Director
155 F Road
Loxahatchee Groves, FL 33470.
All invoices shall be sent to billing@loxahatcheegrovesfl.gov

ARTICLE 12 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Town shall have the right to terminate the Contract without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Contract.

ARTICLE 14 – INTEREST OF THE CONSULTANT.
The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

ARTICLE 15 - NONEXCLUSIVE CONTRACT
This Contract is not intended to be and shall not be construed as an exclusive agreement, and the Town may employ additional or other professional consulting firms to perform services contemplated by this Contract without liability to the Town.

ARTICLE 16 - MISCELLANEOUS
A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Contract shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Contract held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Contract and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Contract, including the RFQ, the exhibits hereto, the Qualifications, and any approved task orders, constitutes the entire Contract between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral. This Contract consists of the terms and conditions provided herein; the RFQ (including all drawings, maps, specifications, requirements, exhibits and addenda attached thereto or referenced therein); the Qualifications; Exhibit “A”, Exhibit “B”; and, any approved task orders. To the extent that there exists a conflict between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail; provided, however, that the specific scope of services set forth in an approved task order shall take precedence over any other more general description of services. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. This Contract may be modified only by a written amendment executed by both parties.

D. Waiver: No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

E. Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

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

G. Scrutinized Companies: As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. The Town and CONSULTANT agree that the Town will have the right to immediately terminate this Agreement if CONSULTANT is found to have submitted a false certification, or if the CONSULTANT or any of its subcontractors have been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel.

If this contract is for one million dollars or more, the CONSULTANT certifies that CONSULTANT and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, that CONSULTANT and its subcontractors are not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and Consultant and its subcontractors have not been engaged in business operations in Cuba or Syria. The Town may immediately terminate this contract if the CONSULTANT is found to have submitted a false certification, or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Terrorism Sectors List or are or have been engaged with business operations in Cuba or Syria during the term of this contract.

Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. The CONSULTANT is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

H. Subconsultants: The Town reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant. If a subconsultant fails to perform or make progress as required by this Contract and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant by the Town.

ARTICLE 17 - PUBLIC RECORDS

The CONSULTANT 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 Contract and following completion of this Contract if the CONSULTANT does not transfer the records to the Town.

D. Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of the CONSULTANT or keep and maintain public records required by the Town to perform the service. If the CONSULTANT transfers all public records to the Town upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are confidential or exempt from public records disclosure requirements. If the CONSULTANT keeps and

maintains public records upon completion of the Contract, the CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, VOAKES@LOXAHATCHEEGROVES.FL.GOV, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

ARTICLE 18 - REPRESENTATIONS/BINDING AUTHORITY

By signing below, CONSULTANT's signee represents that the CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, CONSULTANT's signee hereby represents to the Town that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 19 - ENTIRETY OF AGREEMENT

The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 20 - NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries under this Agreement.

ARTICLE 21 - MATERIALITY

All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

ARTICLE 22: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 23: COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. The parties agree

to accept the execution of this Agreement by facsimile, email, or other electronic means.

ARTICLE 24: PALM BEACH COUNTY IG

Palm Beach County has established the Office of the 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.

ARTICLE 25 - APPLICABLE LAW; VENUE; WAIVER OF JURY TRIAL.

The CONSULTANT hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Except as otherwise, set forth in the indemnification provision in this Agreement, each party shall be responsible for its own attorney's fees and costs in any dispute arising out of or related to this Agreement. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

ARTICLE 26 - REMEDIES

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 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.

ARTICLE 27 - E-VERIFY

Pursuant to Section 448.095(5), Florida Statutes, Consultant shall:

a. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subconsultants (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 subconsultants' new employees.
b. Secure an affidavit from all subconsultants (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 subconsultant affidavits for the duration of this Agreement.
d. Comply fully, and ensure all 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(5)(c), Florida Statutes, CONSULTANT 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 because of termination of this Agreement.

ARTICLE 28 - PROHIBITED PREFERENCES

Pursuant to section 287.05701, Florida Statutes, the Town may not request documentation of or consider a contractor's social, political, or ideological interests during contractor selection.

Further, the Town may not give a preference to a contractor based on the contractor's social, political, or ideological interests.

ARTICLE 29 - HUMAN TRAFFICKING
CONSULTANT, by signing this Agreement below, attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

ARTICLE 30 - NO LIEN RIGHTS
The CONSULTANT and any subconsultant utilized by the Consultant shall have no lien rights regarding any property owned by the Town or otherwise.

ARTICLE 31 - EXPORT ADMINISTRATION Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data, or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

ARTICLE 32 - CONTRACT DOCUMENTS AND CONFLICT OF TERMS AND CONDITIONS
The Contract Documents for this Agreement are compromised of the following:

A. This Agreement, including Exhibits hereto;
B. RFQ and CONSULTANTS response to the RFQ Solicitation, Consultants Proposal, Contract and Amendments hereto;
C. All written modifications and amendments.

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with industry standards. In the event of any inconsistency, conflict or ambiguity among the Contract Documents of this Agreement, the Contract Documents Agreements shall take precedence in the following order:

A. All written modifications and amendments hereto;
B. This agreement, including Exhibits hereto;
C. RFQ and Consultants response to the RFQ

IN WITNESS WHEREOF, the parties hereto have made and executed this Continuing Contract for Building, Review and Inspector Services on the day and date first above written.

TOWN OF LOXAHATCHEE GROVES

By:_____
Town Manager

ATTEST:

_____
Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

_____
Office of the Town Attorney

CONSULTANT:

Tew and Taylor Holdings Group, Inc

By: _____

[Corporate Seal]

Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

Subscribed before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2025, by _____, as _____ of _____, [ ] who is personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

(Signature of Notary Public-State of Florida)

_____
(Print, type, or stamp commissioned name of Notary public)

EXHIBIT A
Town of Loxahatchee Groves

FEE SCHEDULE

EXHIBIT B

SAMPLE TASK ORDER

Task Order for Professional Services

TASK ORDER NO._____

THIS TASK ORDER ("Task Order") is made on the ____ day of _____, 202_, between the **Town of Loxahatchee Groves**, a Florida municipal ("Town") and _____**,** a Florida corporation ("Consultant").

1.0 Project Description:
The Town desires the Consultant to provide those services as identified herein and generally described as: _____ (the "Project").

2.0 Scope
Under this Task Order, the Consultant will provide professional services to the Town as detailed in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule
The services to be provided under this Task Order shall be completed within _____ calendar days from the Town's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation
This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. Such lump sum shall be broken down to reflect the approved hourly rates.

5.0 Project Manager
The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the Town is _____, phone:_____; email:_____.

6.0 Progress Meetings
The Consultant shall schedule periodic progress review meetings with the Town Project Manager as necessary but every 30 days as a minimum, unless otherwise directed by the Manager.

7.0 Town Authorization
This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the "continuing Contract for Professional Services" between the Town and the Consultant, dated _____, 202_ ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Contract, the terms and conditions of the Contract shall prevail; however, the specific scope of services set forth in this Task Order

shall take precedence over any other more general description of services.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order as of the day and year set forth above.

TOWN OF LOXAHATCHEE GROVES

By:_____
ATTEST: Town Manager

_____
Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

_____
Office of the Town Attorney

CONSULTANT:

_____

By: _____

[Corporate Seal] Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

Subscribed before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2025, by _____, as _____ of _____, [ ] who is personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

(Signature of Notary Public-State of Florida)

_____
(Print, type, or stamp commissioned name of Notary public)

Town of LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470

TO: **Town Council of Town of Loxahatchee Groves**

FROM: **David DiLena, CPA, CFO**

VIA: **Francine Ramaglia, Town Manager**

DATE : **December 2, 2025**

SUBJECT: **Consideration of *Resolution No. 2025-86* adopting year end Budget Amendment (FY25)**

Background:

Attached please find ***Resolution No. 2025-86*** adopting the year end Budget Amendment (FY25) related to Hurricane Milton and its tornadic activity. This budget amendment relates to the Solid Waste Fund as that is the only fund that was "overbudget" for the FY25 fiscal year. The reason for the budget amendment is due to the additional debris removal expenses that were needed as a result of the tornado that hit the Town. While other fund budgets were impacted by the emergency associated with Milton, none of those other funds are anticipated to be over budget. The additional debris removal expenses are the subject of a FEMA reimbursement and therefore, while the source of funding for the amendment is shown as fund reserves, those fund reserves are anticipated to be replenished by the FEMA payments. The reimbursement to the solid waste fund does not represent the full extent of FEMA reimbursements for Milton related expenses.

As we continue with the audit process, additional adjustments or amendments to the FY25 budget may be necessary to fully reflect the impact of the storm. Those adjustments may be in the form of notes to the audit or if necessary further budget amendments.

Recommendation:

Motion to approve ***Resolution No. 2025-86*** of the Town Council of the Town of Loxahatchee Groves, Florida, adopting year end Budget Amendment (FY25)

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-86

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING BUDGET AMENDMENTS FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025 AND FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 200.065, Florida Statutes, on September _, 2024, the Town Council of the Town of Loxahatchee Groves (the " Town") adopted Resolution No. 2024- xx approving the Fiscal Year 2024- 2025 Budget; and

WHEREAS, pursuant to Section 166.241(5), Florida Statutes, the Town may amend its adopted budgets at any time within a fiscal year, within 60 days following the end of the fiscal year; and

WHEREAS, the Town Management has concluded a review of the budgets and expenditures during the Fiscal Year beginning October 1, 2024, and ending September 30, 2025, and is recommending amendments to the Town's budgets as set forth in **Exhibit "A"** hereto; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves and its residents to adopt this Resolution.

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's adopted budgets for the Fiscal Years beginning October 1, 2024, and ending September 30, 2025, is hereby amended as set forth in **Exhibit "A"**

Section 3. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall be retroactively effective to September 30, 2025 for the fiscal year 2024 – 2025.

Council Member _____ offered the foregoing resolution. Council Member _____ 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 2ND DAY OF DECEMBER 2025.

[THIS PORTION IS INTENTIONALLY LEFT BLANK.]

ATTEST:

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

EXHIBIT "A"
BUDGET AMENDMENT FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2024, AND ENDING ON SEPTEMBER 30, 2025

GL Account	Account Description	Original Budget	Budget Amendment	Amended Budget	
REVENUES					
405-01-36-381-38100	Transfer from Fund Balance	$61,900.00	$106,957.00	$168,857.00	[1]
EXPENSES					
405-70-53-534-53409	Other Sanitation Services	$20,000.00	$106,957.00	$126,957.00	

[1] We are anticipating these funds being replenished through FEMA Application

155 F Road Loxahatchee Groves, FL 33470

TO: **Mayor and Town Council**

FROM: **Caryn Gardner-Young, Community Standards Director**

THRU: **Francine Ramaglia, Town Manager**

DATE: **December 2, 2025**

SUBJECT: ***Resolution No. 2025-87*** **- Groves Town Center Specimen Tree Removal Request**

Background:

Groves Hospitality LLC, owner of the property located at 15370 Tangerine Drive, has a pending Vegetation Removal Permit (VRP) to remove native trees to accommodate an approved 81-room hotel site plan (i.e. Resolution 2025-06) on Pod TC of the Groves Town Center MUPD. As part of their VRP, the property owner is recommending removal of six (6) Specimen Trees.

Per ULDC Section 87-035(C) (2) (i), Specimen trees are not subject to cutting, relocation, or mitigation without Town of Loxahatchee Groves (Town) Council approval. To determine if Town Council approval is necessary, a native tree and palm Property Survey Disposition Plan (Disposition Plan) was prepared by Andres Montero Landscape Architecture. This Plan has been reviewed by the Town's Landscaping expert who will be present at the December 2nd Town Council meeting to present this matter and answer any questions you may have.

Recommendations:

Review the attached Memorandum and attached plans along with the proposed ***Resolution No. 2025-87*** and provide direction on whether the six (6) Specimen Trees should be removed and replacement trees installed.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-87

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING REMOVAL OF SPECIMEN TREES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Groves Hospitality LLC (Owner) owns property within the Town located at 15370 Tangerine Drive Road (Property); and

WHEREAS, the Owner desire so remove six (6) native specimen trees (five Live Oaks and one Slash Pine) from the Property in accordance with the associated Vegetation Removal Permit (VRP) Approval Application; and

WHEREAS, the removal of the six (6) native specimen trees from the Property is in accordance with the approved Site Plan per Town Resolution 2025-06; and

WHEREAS, pursuant to Section 87-035 of the Town's Unified Land Development Code, cutting, relocation and mitigation of specimen trees must be approved by the Town Council.

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 upon adoption hereof.

Section 2. The Town Council hereby approves removal of six (6) native specimen trees on the Property identified for removal in the associated VRP Approval Application dated September 5, 2025.

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 upon its adoption.

THE REMAINDER OF THIS PAGE IS LEFT BLANK

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 2ND DAY OF DECEMBER 2025.

ATTEST:

_____
Valerie Oakes, Town Clerk

APPROVED AS TO LEGAL FORM:

_____
Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____ *Voted:*
Mayor Anita Kane, Seat 3

_____ *Voted:*
Vice Mayor Margaret Herzog, Seat 5

_____ *Voted:*
Councilmember Todd McLendon, Seat 1

_____ *Voted:*
Councilmember Lisa El-Ramey, Seat 2

_____ *Voted:*
Councilmember Paul Coleman II, Seat 4

2

Town of Loxahatchee Groves

155 "F" Road • Loxahatchee Groves, Florida 33470 • Telephone (561) 793-2418 • Fax (561) 793-2420

TO: Francine Ramaglia, Town Manager
Town of Loxahatchee Groves

FROM: Jim Fleischmann
Town Planning Consultant

RE: Groves Town Center Pod TC, Lodging Component Specimen Tree Report

DATE: October 16, 2025

Groves Hospitality LLC, Owner of the property located at 15370 Tangerine Drive, has a pending Vegetation Removal Permit (VRP) to remove native trees in order to accommodate an approved 81-room hotel site plan (i.e. Resolution 2025-06) on Pod TC of the Groves Town Center MUPD.

The Owner has worked diligently with Planning staff to incorporate existing native trees within the approved site plan and mitigate for the removal of native trees. The locations of existing trees and palms to be retained (i.e. Numbers 13 and 14) are illustrated on Exhibit 1 – Illustrative Site Plan.

The VRP application includes the proposed removal of native Specimen trees necessary to accommodate the approved hotel site plan.

Per ULDC Section 87-035(C) (2) (i), Specimen trees are not subject to cutting, relocation, or mitigation without Town Council approval. To determine if Council approval is necessary, a native tree and palm Property Survey Disposition Plan (Disposition Plan) was prepared by Andres Montero Landscape Architecture. Each tree and palm to be removed is located on Exhibit 2 - Disposition Plan.

Native Specimen tree species to be removed include five Live Oaks and one Slash Pine. The following table, extracted from the Disposition Plan, identifies and summarizes the native Specimen trees to be removed.

Disposition Plan Reference No.	Species	Diameter (DBH)
19	Live Oak	43
59	Live Oak	27
73	Live Oak	24
83	Live Oak	24
86	Live Oak	29
39	Slash Pine	14

Removal of all native trees and palms, including the above list of Specimen trees, requires prior approval of a VRP including a Replacement Mitigation Plan. In addition to

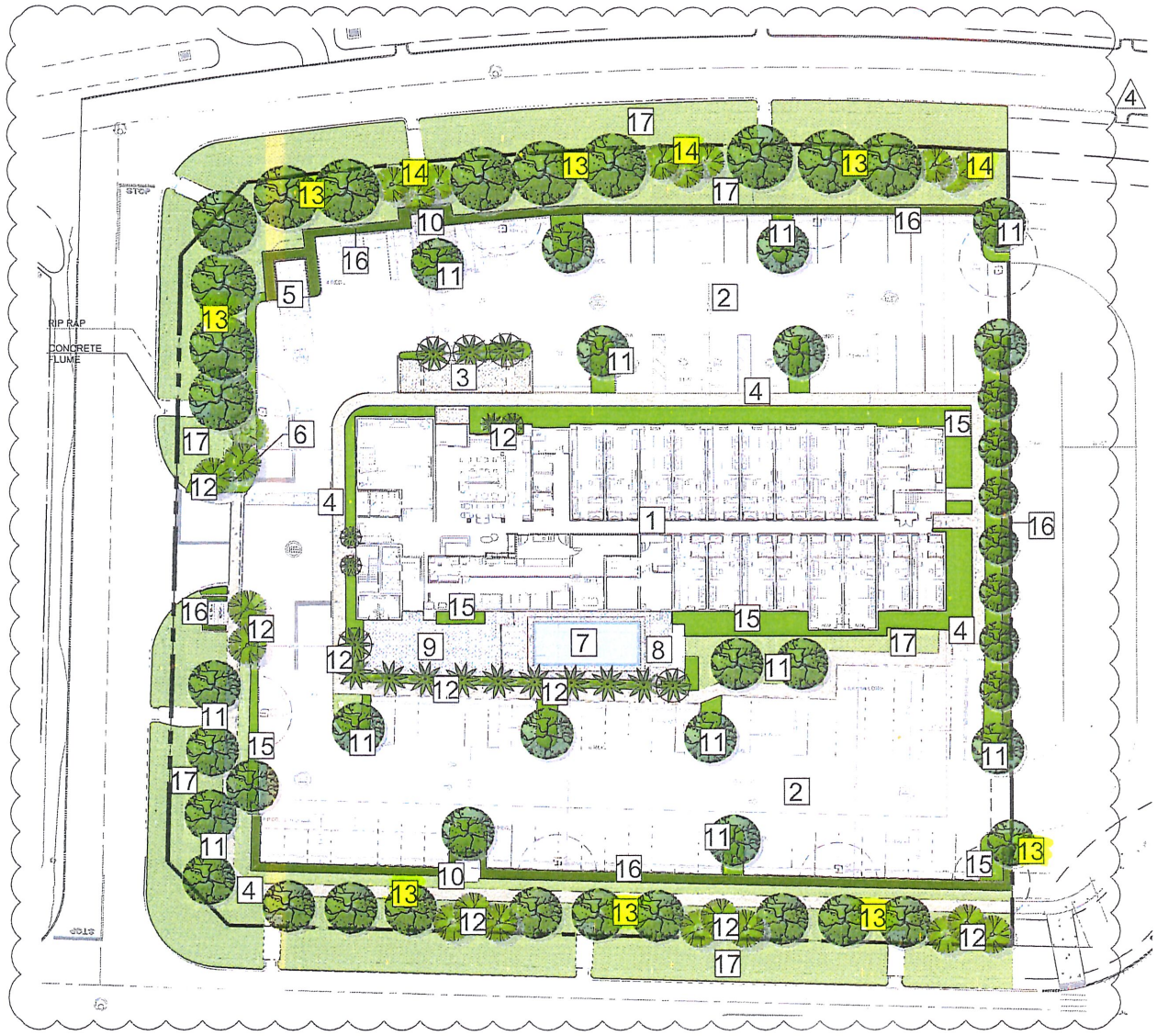
the VRP, the Site Plan approval includes Condition A in Section 2, which requires 20 Live Oak trees, in addition to the Hotel Replacement Mitigation Plan, to be planted on Pod G, north of Tangerine Drive, prior to issuance of a Certificate of Occupancy for the Hotel.

Respectfully submitted,

Jim Fleischmann
Town Planning Consultant

Exhibits:

1. Illustrative Site Plan
2. Property Survey Disposition Plan



LEGEND
1. Building
2. Parking Lot
3. Arrival Drop off area
4. Sidewalk
5. Dumpster Enclosure
6. Monument Sign
7. Pool
8. Pool Deck
9. Grilling Patio
10. FPL Transformer
11. Medium Tree
12. Small Palm
13. Existing Tree
14. Existing Palm
15. Shrubs & Groundcovers
16. Screening Hedge
17. Sod

EXHIBIT 1 – Illustrative site Plan

Existing Trees and Palms to Remain

LANDSCAPE ARCHITECTURE
LAND PLANNING
URBAN DESIGN
ANDRES MONTERO LANDSCAPE ARCHITECTURE

Rev:	Date:	Description:	By:
1	5/13/24	PER CITY COMMENTS SITE PLAN	AEM/MP

Sheet Title: ILLUSTRATIVE SITE PLAN

Project Name: HOME 2 SUITES HOTEL
Loxahatchee Groves, FL 33470

Digitally signed by Andres E Montero
Date: 2024.09.30 18:14:42 -04'00'

PERMIT SET - NOT FOR CONSTRUCTION

GRAPHIC SCALE
NORTH 0 22' 45' 60'

Sunshine State One Call 811
Know what's below. Call before you dig.

Date:	DECEMBER 6, 2023
Scale:	1" = 20'-0"
Drawn By:	AEM/MEP
Approved By:	AEM
Project No:	202333

Sheet Number: L-00

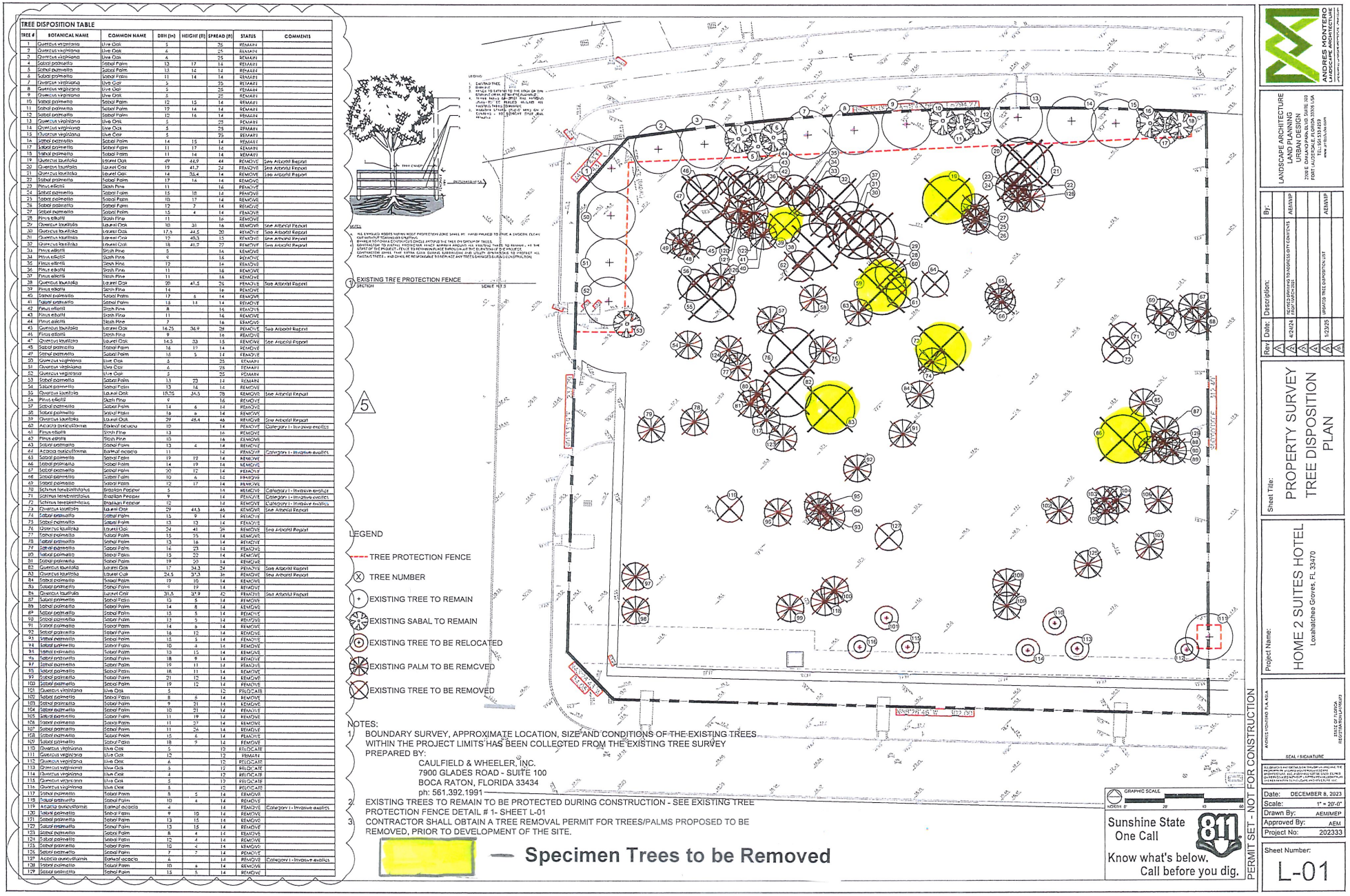


EXHIBIT 2 – Property Survey Disposition Plan

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

TO: **Mayor and Councilmembers of the Town of Loxahatchee Groves**

FROM: **Francine Ramaglia, Town Manager**

DATE: **December 2, 2025**

SUBJECT: **Presentation by Palm Beach County Fire Rescue Regarding Proposed Local Bill Affecting MSTU Municipalities and Consideration of Supporting *Resolution No. 2025-88* by Palm Beach County Assistant Fire Chief Patrick Kennedy**

Legal Sufficiency:	☐ **Reviewed**	☒ **Not Reviewed**
	☐ **Approved**	☐ **Not Approved**

Palm Beach County Fire Rescue has requested the opportunity to provide a brief presentation to the Town Council regarding the proposed Palm Beach County MSTU Local Bill.

The purpose of the presentation is to help the Town and its residents better understand the proposed legislation and its potential impacts on the 18 municipalities and unincorporated areas currently served within the Municipal Service Taxing Unit (MSTU).

BACKGROUND

The proposed Local Bill has prompted significant discussion among municipalities within the MSTU. While the legislation is intended to address countywide service and funding structures, preliminary analysis indicates that cities within the MSTU—such as the Town of Loxahatchee Groves—may bear a disproportionate share of the financial and/or service-related impacts should the bill advance in its current form.

Given the Town's unique structure and service model, it is important that both the Council and the public receive clear information regarding how the bill may affect:

- Fire Rescue service delivery
- Funding obligations within the MSTU
- Long-term public safety and financial sustainability

To support this educational effort, staff invited Palm Beach County Fire Rescue to present at a Town Council meeting. Assistant Chief Patrick Kennedy will be in attendance to summarize the legislation, outline the potential effects on MSTU members, and answer Council questions. Chief

Vomero has also been included in prior correspondence and is available for further discussion as needed.

Attached for Council consideration is a draft resolution, modeled after one adopted by another MSTU municipality, which expresses support for the legislation to protect the financial and public safety interests of the Town and its residents.

This item is being presented as a time-sensitive matter due to the legislative timeline associated with the Local Bill. Fire Rescue's request to be placed at the beginning of the agenda is intended to ensure the Council receives the information promptly.

RECOMMENDATION

Staff recommends that the Town Council approve ***Resolution No. 2025-88*** expressing support for the legislation, consistent with actions taken by other MSTU municipalities.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-88

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, EXPRESSING SUPPORT FOR A PROPOSED LOCAL BILL RELATING TO THE PALM BEACH COUNTY FIRE-RESCUE MUNICIPAL SERVICE TAXING UNIT (MSTU); PROVIDING THAT A MUNICIPAL SERVICE TAXING UNIT, THE PRIMARY PURPOSE OF WHICH IS TO PROVIDE FIRE PROTECTION, RESCUE, AND EMERGENCY MEDICAL SERVICES TO RESIDENTS IN UNINCORPORATED AREAS OF THE COUNTY, SHALL REMAIN THE SERVICE PROVIDER TO REAL PROPERTY ANNEXED AFTER A SPECIFIED DATE UNLESS OTHERWISE PROVIDED BY INTERLOCAL AGREEMENT; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County Fire-Rescue, operating through the Palm Beach County Fire-Rescue Municipal Service Taxing Unit ("MSTU"), provides high-quality fire protection, rescue, and emergency medical services to residents and businesses in both unincorporated Palm Beach County and participating municipalities, including the Town of Loxahatchee Groves; and

WHEREAS, municipal annexations may result in the inclusion of property previously served by the MSTU into the jurisdiction of municipalities that are not members of the MSTU; and

WHEREAS, such annexations can create uncertainty regarding service responsibility, fiscal equity, and continuity of fire-rescue protection for residents and businesses within the affected areas; and

WHEREAS, proposed local legislation for Palm Beach County would clarify that, to avoid adverse impacts to the health and safety of residents, the MSTU shall remain the fire protection, rescue, and emergency medical services provider to real property annexed after January 1, 2026, unless an interlocal agreement transferring service responsibilities to the annexing municipality is approved by Palm Beach County and the municipality; and

WHEREAS, the proposed local legislation further provides that the annexing municipality shall remit to Palm Beach County, for the benefit of the MSTU, the equivalent of ad valorem taxes and assessments that would have been collected had the property remained within the MSTU, thereby ensuring fair and equitable funding for services delivered; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves recognizes the importance of maintaining seamless, uninterrupted fire-rescue service to all residents and

businesses during and after annexation and supports the intent of the proposed legislation to promote continuity, fairness, and public safety.

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 hereby expresses its support for the proposed Palm Beach County local bill providing that an MSTU whose primary purpose is to provide fire protection, rescue, and emergency medical services shall remain the service provider to real property annexed after January 1, 2026, unless an interlocal agreement transferring service responsibilities is approved between Palm Beach County and the annexing municipality.

Section 3. The Town Council further supports the provisions of the proposed legislation that maintain fiscal equity by requiring the payment of equivalent ad valorem taxes and assessments to the MSTU, thus ensuring uninterrupted public-safety services for affected residents.

Section 4. The Town Clerk is hereby directed to transmit this Resolution to the Palm Beach County Legislative Delegation, the Palm Beach County Board of County Commissioners, and Palm Beach County Fire-Rescue as a statement of the Town's support.

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 2ND DAY OF DECEMBER 2025.

ATTEST:

Valerie Oakes, Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Voted:
Mayor Anita Kane, Seat 3

Voted:
Vice Mayor Margaret Herzog, Seat 5

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

TO: **Town Council of the Town of Loxahatchee Groves**

FROM: **Francine L. Ramaglia, Town Manager**

DATE: **December 2, 2025**

SUBJECT: **Consideration of Approval on *Resolution No. 2025-89* Appointment of Jennifer Stephens to the Local Planning Agency (LPA)/Planning and Zoning Board.**

Legal Sufficiency:	☐ **Reviewed**	☒ **Not Reviewed**
	☐ **Approved**	☐ **Not Approved**

Background:

In accordance with the Town Code and applicable resolutions, Councilmember McLendon has submitted the nomination of Jennifer Stephens for appointment to the Local Planning Agency (LPA)/Planning and Zoning Board.

The Code Compliance division has confirmed that Ms. Stephens does not have any open code cases/violations.

Recommendation:

Staff recommends approval of ***Resolution No. 2025-89***, which appoints Ms. Stephens to the LPA/Planning and Zoning Board for a term concurrent with Councilmember McLendon's term.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-89

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING JENNIFER STEPHENS TO THE BOARD OF LOXAHATCHEE GROVES LOCAL PLANNING AGENCY (LPA)/ PLANNING AND ZONING BOARD; 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 assigning the duty to hear and make recommendations on amendments to the Town's Unified Land Development Code; and

WHEREAS, a vacancy on the LPA/Planning and Zoning Board for Seat 1 has arisen; and

WHEREAS, Councilmember Todd McLendon has nominated Jennifer Stephens to Seat 1 of the LPA/Planning and Zoning Board; and

WHEREAS, it is the desire of the Town Council to appoint a member of the Planning and Zoning Board, who also sits as the Local Planning Agency, for the terms stated herein, all of whom have met the minimum eligibility requirements of Section 2-182 of the Town's Code of Ordinances.

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

Section 1. That 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 person to serve as a regular member of the Town's Planning and Zoning Board for an unspecified term concurrent with the appointing Councilmember's term but no longer than the term of the appointing Councilmember:

Todd McLendon, Councilmember Jennifer Stephens

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.

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Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the Resolution is hereby:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 2ND DAY OF DECEMBER 2025.

ATTEST:

_____
Valerie Oakes, Town Clerk

APPROVED AS TO LEGAL FORM:

_____
Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____ *Voted:*
Mayor Anita Kane, Seat 3

_____ *Voted:*
Vice Mayor Margaret Herzog, Seat 5

_____ *Voted:*
Councilmember Todd McLendon, Seat 1

_____ *Voted:*
Councilmember Lisa El-Ramey, Seat 2

_____ *Voted:*
Councilmember Paul Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

AGENDA MEMO

TO: **TOWN COUNCIL**

FROM: **FRANCINE RAMAGLIA, CPA, AICP, ICMA-CM**

DATE: **December 2, 2025**

SUBJECT: ***RESOLUTION NO. 2025-90*** **- DESIGNATION OF MAYOR OR MAYOR'S ALTERNATE AS PRIMARY SPOKESPERSON**

Background

Legislative and budgetary decisions at the county, state, and federal levels can significantly impact the operations and priorities of the Town of Loxahatchee Groves. To ensure the Town's interests are effectively communicated, ***Resolution No. 2025-90*** designates the Mayor as the primary spokesperson. In the event of the Mayor's absence or unavailability, the Mayor may designate an alternate, who must be a member of the Town Council or an executive officer of the Town. This ensures continuity and flexibility in advocating for the Town's legislative and budgetary priorities, including matters of appropriations.

The resolution also establishes a framework for coordination, requiring the Mayor or alternate to inform the Town Manager and work alongside the Town's lobbyists to maintain consistency in communication efforts.

Recommendation:

Staff recommends the adoption of ***Resolution No. 2025-90*** to formalize the designation of the Mayor, or the Mayor's alternate, as the Town's spokesperson on legislative and budgetary matters.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-90

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE MAYOR, OR THE MAYOR'S DESIGNATED ALTERNATE, AS THE PRIMARY SPOKESPERSON ON BEHALF OF THE TOWN RELATIVE TO PROPOSED AND PENDING LEGISLATION BEFORE COUNTY, STATE, AND FEDERAL ELECTED REPRESENTATIVES, INCLUDING MATTERS OF APPROPRIATIONS; AUTHORIZING THE MAYOR OR DESIGNATED ALTERNATE TO CONVEY THE TOWN'S POSITION ON LEGISLATIVE AND BUDGETARY ISSUES IN COMMUNICATIONS WITH ELECTED OFFICIALS, STAFF MEMBERS, AND THE TOWN'S LOBBYISTS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, in the event the Palm Beach Board of County Commissioners, Florida Legislature, and U.S. House of Representatives as well as state and federal executive agencies deliberate on legislation, appropriations, or other budgetary matters that may directly or indirectly impact the Town of Loxahatchee Groves and its operations, it is essential for the Town to effectively advocate for its interests and communicate its priorities; and

WHEREAS, it is incumbent on the Town Council to communicate with elected representatives at the county level (Palm Beach County Board of County Commissioners), state level (Florida State Senate and Florida House of Representatives), and federal level (U.S. House of Representatives and U.S. Senate), as well as relevant executive branches of government, to advocate for legislation and funding appropriations beneficial to the Town and its citizens; and

WHEREAS, Section 2 of the Town Charter designates the Mayor as the Town official to represent the Town when dealing with other entities; and

WHEREAS, the Town Council recognizes the importance of designating a primary spokesperson to engage with elected officials and their staff on legislative and budgetary matters while providing flexibility for the Mayor to designate an alternate if necessary.

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 upon adoption hereof.

Section 2. The Town Council hereby designates the Mayor, or in the Mayor's absence or unavailability, the Mayor's designated alternate, as the Town's primary spokesperson with respect to written and oral communications with Palm Beach Board of County Commissioners, members of the Florida Legislature, members of the U.S. House of Representatives, U.S. Senators, and their respective staff, as well as state and federal executive agencies, concerning any potential or pending legislative or budgetary matters, including appropriations.

- The designated alternate must be a member of the Town Council or an executive officer of the Town, as determined by the Mayor.
- When communicating with county, state, or federal officials and legislators, the Mayor or alternate shall endeavor to coordinate such communications with the Town's lobbyists and inform the Town Manager of the communications.

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 upon its adoption.

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

[THIS PORTION INTENTIONALLY LEFT BLANK.]

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 2ND DAY OF DECEMBER 2025.

ATTEST:

Valerie Oakes, Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Voted:
Mayor Anita Kane, Seat 3

Voted:
Vice Mayor Margaret Herzog, Seat 5

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

2

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

AGENDA MEMO

TO: **Town Council of Town of Loxahatchee Groves**

FROM: **Francine Ramaglia, Town Manager**

DATE: **December 2, 2025**

SUBJECT: **Approval of Resolution No. 2025-91 renewing health and related insurance**

Background:

RSC/Gehring Group presented information regarding the renewal of our health insurance and related products. As part of our recently approved budget for fiscal year 2026, we anticipated a health insurance increase of 10-15%. However, upon receiving the renewal proposal, we learned that the actual increase is projected to be 7 – 11%.

After careful review of our options, we have identified that moving to composite rates offers a more favorable increase of 7% (instead of 11% with age band rates) for a savings of $8,000 and total spend increase of $13,700 for the Town. The Town would continue funding a maximum wellness benefit of $1,000 per employee based on how many activities they complete in the Wellness plan timeframe. This aligns with our commitment to promoting employee health and well-being, and we believe it will enhance our overall employee benefits package as well as coming in under budget.

Recommendations: Motion to recommend approval of ***Resolution No. 2025-91***.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-91

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 TOWN MANAGER 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; 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, Section 2-133(b)(8) of the Town's Code of Ordinances provides that the procurement and renewal of employee benefits and health related services is not subject to competitive procurement; and

WHEREAS, the Town Council has determined the insurance and related benefits for employees 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 Town manager is 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.

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 2ND DAY OF DECEMBER 2025.

ATTEST:

Valerie Oakes, Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Voted:
Mayor Anita Kane, Seat 3

Voted:
Vice Mayor Margaret Herzog, Seat 5

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

LOXAHATCHEE GROVES
FLORIDA

Town of Loxahatchee Groves
Renewal Evaluation
Plan Year Effective Date: January 1, 2026

Meeting Date: November 18, 2025

Presented by

RISK strategies | GEHRING GROUP A RISK STRATEGIES COMPANY

Town of Loxahatchee Groves
Renewal Evaluation - Medical
Effective Date: January 1, 2026

	CURRENT - FL Blue - Age Banded Rates		RENEWAL - FL Blue - Age Banded Rates		RENEWAL - FL Blue Composite Rates	
Schedule of Benefits	**BlueCare 16254 - GOLD**		**BlueCare 16254 - GOLD**		**BlueCare 16254 - GOLD**	
	In Network Only		*In Network Only*		*In Network Only*	
Deductible (Calendar Year - CYD)	*Embedded*		*Embedded*		*Embedded*	
Single	$2,000		$2,000		$2,000	
Family	$4,000		$4,000		$4,000	
Coinsurance	0%		0%		0%	
Out of Pocket Maximum (OOPM)						
Single	$6,500		$6,500		$6,500	
Family	$13,000		$13,000		$13,000	
Non-Hospital Services						
Virtual Visit (PCP/Spec) / Telemedicine	$0 / $45 / $0		$0 / $45 / $0		$0 / $45 / $0	
Physician Office Visit	VCP: $0 / $20		VCP: $0 / $20		VCP: $0 / $20	
Specialist Visit	VCP: $20 / $45		VCP: $20 / $45		VCP: $20 / $45	
Independent Lab / X-Ray	ICL: $60 / IDTC: $100		ICL: $60 / IDTC: $100		ICL: $60 / IDTC: $100	
Advanced Imaging (MRI, PET, CT scans)	$200		$200		$200	
Urgent Care Center	VCP: $0 Visits 1-2; $50/ $50		VCP: $0 Visits 1-2; $50/ $50		VCP: $0 Visits 1-2; $50/ $50	
Hospital Services						
Inpatient	$350 per day ($1,050 max)+ CYD		$350 per day ($1,050 max) + CYD		$350 per day ($1,050 max) + CYD	
Outpatient Surgery (facility)	ASC: $100/ Hosp: $200		ASC: $100/ Hosp: **$250**		ASC: $100/ **Hosp: $250**	
Emergency Room Visit (facility)	$350 + CYD		$350 + CYD		$350 + CYD	
Mental Health / Substance Abuse Services						
Inpatient	No Charge		**$350 per day ($1,050 max) + CYD**		**$350 per day ($1,050 max) + CYD**	
Outpatient	No Charge		**OV: $20 / OP Hosp: $250**		**OV: $20 / OP Hosp: $250**	
Prescription Drug Benefits						
Tier 1 - Generic	$0 / $4 / $10		$0 / $4 / $10		$0 / $4 / $10	
Tier 2 - Preferred Brand	$15 / $30		$15 / $30		$15 / $30	
Tier 3 - Non-Preferred Brand	$50		$50		$50	
Tier 4 - Specialty	$200		$200		$200	
Mail Order (90 day supply)	2x Retail/Spec: NC		2x Retail/Spec: NC		2x Retail/Spec: NC	

Monthly Age-Banded Rates	**Tier**	**Lives***	**Town Cost**	**FL Blue Gross Premium**	**Town Cost**	**FL Blue Gross Premium**	***Red font indicates increase for ToLG***
Employee 1 (28)	EE	1	$488.86	$488.86	$553.70	$553.70	**$390.11**
Employee 2 (55)	EE	1	$995.91	$995.91	$1,135.92	$1,135.92	**-$192.11**
Employee 3 (54,51,24)	F	1	$951.60	$2,251.19	$1,087.53	$2,546.90	**-$143.72**
Employee 4 (42)	EE	1	$607.34	$607.34	$674.93	$674.93	**$268.88**
Employee 5: (65)	EE	1	$1,399.41	$1,399.41	$1,528.14	$1,528.14	**-$584.33**
Employee 6: (66)	EE	1	$1,399.41	$1,399.41	$1,528.14	$1,528.14	**-$584.33**
Employee 7 (41,16,12)	EC	1	$596.15	$1,373.29	$663.21	$1,490.45	**$280.60**
Employee 8 (39,12)	EC	1	$581.22	$938.07	$642.84	$1,032.52	**$300.97**
Employee 9 (58)	EE	1	$1,136.79	$1,136.79	$1,297.90	$1,297.90	**-$354.09**
Employee 10 (39)	EE	1	$581.22	$581.22	$642.84	$642.84	**$300.97**
Employee 11 (24)	EE	1	$466.47	$466.47	$509.38	$509.38	**$434.43**
Employee 12 (52)	EE	1	$869.97	$869.97	$994.31	$994.31	**-$50.50**
Employee 13 (54)	EE	1	$995.91	$995.91	$1,087.53	$1,087.53	**-$143.72**
Employee 14 (21)	EE	1	$452.48	$452.48	$509.38	$509.38	**$434.43**
Employee 15 (64)	EE	1	$1,377.02	$1,377.02	$1,528.14	$1,528.14	**-$584.33**
Employee 16 (54)	EE	1	$951.60	$951.60	$1,087.53	$1,087.53	**-$143.72**
Employee 17 (41)	EE	1	$596.15	$596.15	$663.21	$663.21	**$280.60**
Employee 18 (66)	EE	1	$1,399.41	$1,399.41	$1,528.14	$1,528.14	**-$584.33**

Monthly Composite Rates	**Lives***					**Town Cost**	**FL Blue Gross Premium**
Employee Only	15	-	-	-	-	$943.81	$943.81
Employee + Spouse	0	-	-	-	-	-	$1,887.62
Employee + Child(ren)	2	-	-	-	-	$943.81	$1,746.04
Employee + Family	1	-	-	-	-	$943.81	$2,689.85
Monthly Premium	**18**	**$15,847**	**$18,281**	**$17,663**	**$20,339**	**$16,989**	**$20,339**
Annual Premium		**$190,163**	**$219,366**	**$211,953**	**$244,069**	**$203,863**	**$244,069**
Annual $ Increase/(Decrease)				**$21,790**	**$24,703**	**$13,700**	**$24,703**
Annual % Increase/(Decrease)				**11.5%**	**11.3%**	**7.2%**	**11.3%**
HRA Max Cost (YTD utilization at 47.9% as of 10/28/25)		**$9,000.00**		**$18,000**		**$18,000**	
TOTAL Annual Premium with HRA Max Cost		**$228,366.00**		**$262,068.72**		**$262,068.96**	

**Lives from October Invoice*

Town of Loxahatchee Groves
Renewal Evaluation - Medical
Effective Date: January 1, 2026

			CURRENT - FL Blue - Age Banded Rates		ALTERNATE 1 - FL Blue - Age Banded Rates		Alternate 1 - FL Blue Composite Rates	
Schedule of Benefits			**BlueCare 16254 - GOLD**		**BlueCare 22351 - GOLD**		**BlueCare 22351 - GOLD**	
			In Network Only		*In Network Only*		*In Network Only*	
Deductible (Calendar Year - CYD)			*Embedded*		*Embedded*		*Embedded*	
Single			$2,000		$2,000		$2,000	
Family			$4,000		$4,000		$4,000	
Coinsurance			0%		**30%**		**30%**	
Out of Pocket Maximum (OOPM)								
Single			$6,500		**$7,400**		**$7,400**	
Family			$13,000		**$14,800**		**$14,800**	
Non-Hospital Services								
Virtual Visit (PCP/Spec) / Telemedicine			$0 / $45 / $0		$0 / **$75** / $0		$0 / **$75** / $0	
Physician Office Visit			VCP: $0 / $20		VCP: $0 / **$35**		VCP: $0 / **$35**	
Specialist Visit			VCP: $20 / $45		VCP: $20 / **$75**		VCP: $20 / **$75**	
Independent Lab / X-Ray			ICL: $60 / IDTC: $100		ICL: **$50** / IDTC: **30% after CYD**		ICL: **$50** / IDTC: **30% after CYD**	
Advanced Imaging (MRI, PET, CT scans)			$200		**30% after CYD**		**30% after CYD**	
Urgent Care Center			VCP: $0 Visits 1-2; $50/ $50		VCP: $0 Visits 1-2; **$75/ $75**		VCP: $0 Visits 1-2; **$75/ $75**	
Hospital Services								
Inpatient			$350 per day ($1,050 max)+ CYD		**30% after CYD**		**30% after CYD**	
Outpatient Surgery (facility)			ASC: $100/ Hosp: $200		**30% after CYD**		**30% after CYD**	
Emergency Room Visit (facility)			$350 + CYD		**$750**		**$750**	
Mental Health / Substance Abuse Services								
Inpatient			No Charge		**30% after CYD**		**30% after CYD**	
Outpatient			No Charge		**OV: $20 / OP Hosp: 30% after CYD**		**OV: $20 / OP Hosp: 30% after CYD**	
Prescription Drug Benefits								
Tier 1 - Generic			$0 / $4 / $10		$0 / $4 / **$20**		$0 / $4 / **$20**	
Tier 2 - Preferred Brand			$15 / $30		**$30 / $75**		**$30 / $75**	
Tier 3 - Non-Preferred Brand			$50		**$150**		**$150**	
Tier 4 - Specialty			$200		**$300**		**$300**	
Mail Order (90 day supply)			2x Retail/Spec: NC		2x Retail/Spec: NC		2x Retail/Spec: NC	
Monthly Age-Banded Rates	**Tier**	**Lives***	**Town Cost**	**FL Blue Gross Premium**	**Town Cost**	**FL Blue Gross Premium**	***Red font indicates increase for ToLG***	
Employee 1 (28)	EE	1	$488.86	$488.86	$529.60	$529.60	**$373.13**	
Employee 2 (55)	EE	1	$995.91	$995.91	$1,086.48	$1,086.48	**-$183.75**	
Employee 3 (54,51,24)	F	1	$951.60	$2,251.19	$1,040.19	$2,436.05	**-$137.46**	
Employee 4 (42)	EE	1	$607.34	$607.34	$645.55	$645.55	**$257.18**	
Employee 5: (65)	EE	1	$1,399.41	$1,399.41	$1,461.63	$1,461.63	**-$558.90**	
Employee 6: (66)	EE	1	$1,399.41	$1,399.41	$1,461.63	$1,461.63	**-$558.90**	
Employee 7 (41,16,12)	EC	1	$596.15	$1,373.29	$634.35	$1,425.58	**$268.38**	
Employee 8 (39,12)	EC	1	$581.22	$938.07	$614.86	$987.58	**$287.87**	
Employee 9 (58)	EE	1	$1,136.79	$1,136.79	$1,241.41	$1,241.41	**-$338.68**	
Employee 10 (39)	EE	1	$581.22	$581.22	$614.86	$614.86	**$287.87**	
Employee 11 (24)	EE	1	$466.47	$466.47	$487.21	$487.21	**$415.52**	
Employee 12 (52)	EE	1	$869.97	$869.97	$951.03	$951.03	**-$48.30**	
Employee 13 (54)	EE	1	$995.91	$995.91	$1,040.19	$1,040.19	**-$137.46**	
Employee 14 (21)	EE	1	$452.48	$452.48	$487.21	$487.21	**$415.52**	
Employee 15 (64)	EE	1	$1,377.02	$1,377.02	$1,461.63	$1,461.63	**-$558.90**	
Employee 16 (54)	EE	1	$951.60	$951.60	$1,040.19	$1,040.19	**-$137.46**	
Employee 17 (41)	EE	1	$596.15	$596.15	$634.35	$634.35	**$268.38**	
Employee 18 (66)	EE	1	$1,399.41	$1,399.41	$1,461.63	$1,461.63	**-$558.90**	
Monthly Composite Rates		**Lives***					**Town Cost**	**FL Blue Gross Premium**
Employee Only		15	-	-	-	-	$902.73	$902.73
Employee + Spouse		0	-	-	-	-	-	$1,805.46
Employee + Child(ren)		2	-	-	-	-	$902.73	$1,670.05
Employee + Family		1	-	-	-	-	$902.73	$2,572.78
Monthly Premium		**18**	**$15,847**	**$18,281**	**$16,894**	**$19,454**	**$16,249**	**$19,454**
Annual Premium			**$190,163**	**$219,366**	**$202,728**	**$233,446**	**$194,990**	**$233,446**
Annual $ Increase/(Decrease)					**$12,565**	**$14,080**	**$4,827**	**$14,080**
Annual % Increase/(Decrease)					**6.6%**	**6.4%**	**2.5%**	**6.4%**
HRA Max Cost (YTD utilization at 47.9% as of 10/28/25)			**$9,000.00**		**$18,000**		**$18,000**	
TOTAL Annual Premium with HRA Max Cost			**$228,366.00**		**$251,445.72**		**$251,445.96**	
**Lives from October Invoice*								

Town of Loxahatchee Groves
Renewal Evaluation - Medical
Effective Date: January 1, 2026

	CURRENT - FL Blue - Age Banded Rates		ALTERNATE 2 - FL Blue Age Banded Rates		Alternate 2 - FL Blue Composite Rates	
Schedule of Benefits	**BlueCare 16254 - GOLD**		**BlueCare 15355 - GOLD**		**BlueCare 15355 - GOLD**	
	In Network Only		*In Network*		*In Network Only*	
Deductible (Calendar Year - CYD)	*Embedded*		*Embedded*		*Embedded*	
Single	$2,000		**$2,500**		**$2,500**	
Family	$4,000		**$5,000**		**$5,000**	
Coinsurance	0%		**20%**		**20%**	
Out of Pocket Maximum (OOPM)						
Single	$6,500		**$6,700**		**$6,700**	
Family	$13,000		**$13,400**		**$13,400**	
Non-Hospital Services						
Virtual Visit (PCP/Spec) / Telemedicine	$0 / $45 / $0		$0 / **$75** / $0		$0 / **$75** / $0	
Physician Office Visit	VCP: $0 / $20		VCP: $0 / **$30**		VCP: $0 / **$30**	
Specialist Visit	VCP: $20 / $45		VCP: $20 / **$75**		VCP: $20 / **$75**	
Independent Lab / X-Ray	ICL: $60 / IDTC: $100		ICL: **$10** / IDTC: **20% after CYD**		ICL: **$10** / IDTC: **20% after CYD**	
Advanced Imaging (MRI, PET, CT scans)	$200		**20% after CYD**		**20% after CYD**	
Urgent Care Center	VCP: $0 Visits 1-2; $50/ $50		VCP: $0 Visits 1-2; **$80/ $80**		VCP: $0 Visits 1-2; **$80/ $80**	
Hospital Services						
Inpatient	$350 per day ($1,050 max)+ CYD		**20% after CYD**		**20% after CYD**	
Outpatient Surgery (facility)	ASC: $100/ Hosp: $200		**ASC: 20% / Hosp: 20% after CYD**		**ASC: 20% / Hosp: 20% after CYD**	
Emergency Room Visit (facility)	$350 + CYD		**20% after CYD**		**20% after CYD**	
Mental Health / Substance Abuse Services						
Inpatient	No Charge		**20% after CYD**		**20% after CYD**	
Outpatient	No Charge		**OV: $30 / OP Hosp: 20% after CYD**		**OV: $30 / OP Hosp: 20% after CYD**	
Prescription Drug Benefits						
Tier 1 - Generic	$0 / $4 / $10		$0 / $4 / **$15**		$0 / $4 / **$15**	
Tier 2 - Preferred Brand	$15 / $30		**$50 / $100**		**$50 / $100**	
Tier 3 - Non-Preferred Brand	$50		**$200**		**$200**	
Tier 4 - Specialty	$200		**$300**		**$300**	
Mail Order (90 day supply)	2x Retail/Spec: NC		2x Retail/Spec: NC		2x Retail/Spec: NC	

Monthly Age-Banded Rates	**Tier**	**Lives***	**Town Cost**	**FL Blue Gross Premium**	**Town Cost**	**FL Blue Gross Premium**	***Red font indicates increase for ToLG***
Employee 1 (28)	EE	1	$488.86	$488.86	$522.79	$522.79	**$368.34**
Employee 2 (55)	EE	1	$995.91	$995.91	$1,072.52	$1,072.52	**-$181.39**
Employee 3 (54,51,24)	F	1	$951.60	$2,251.19	$1,026.83	$2,404.75	**-$135.70**
Employee 4 (42)	EE	1	$607.34	$607.34	$637.26	$637.26	**$253.87**
Employee 5: (65)	EE	1	$1,399.41	$1,399.41	$1,442.85	$1,442.85	**-$551.72**
Employee 6: (66)	EE	1	$1,399.41	$1,399.41	$1,442.85	$1,442.85	**-$551.72**
Employee 7 (41,16,12)	EC	1	$596.15	$1,373.29	$626.20	$1,407.27	**$264.93**
Employee 8 (39,12)	EC	1	$581.22	$938.07	$606.96	$974.89	**$284.17**
Employee 9 (58)	EE	1	$1,136.79	$1,136.79	$1,225.46	$1,225.46	**-$334.33**
Employee 10 (39)	EE	1	$581.22	$581.22	$606.96	$606.96	**$284.17**
Employee 11 (24)	EE	1	$466.47	$466.47	$480.95	$480.95	**$410.18**
Employee 12 (52)	EE	1	$869.97	$869.97	$938.81	$938.81	**-$47.68**
Employee 13 (54)	EE	1	$995.91	$995.91	$1,026.83	$1,026.83	**-$135.70**
Employee 14 (21)	EE	1	$452.48	$452.48	$480.95	$480.95	**$410.18**
Employee 15 (64)	EE	1	$1,377.02	$1,377.02	$1,442.85	$1,442.85	**-$551.72**
Employee 16 (54)	EE	1	$951.60	$951.60	$1,026.83	$1,026.83	**-$135.70**
Employee 17 (41)	EE	1	$596.15	$596.15	$626.20	$626.20	**$264.93**
Employee 18 (66)	EE	1	$1,399.41	$1,399.41	$1,442.85	$1,442.85	**-$551.72**

Monthly Composite Rates	**Lives***					**Town Cost**	**FL Blue Gross Premium**
Employee Only	15	-	-	-	-	$891.13	$891.13
Employee + Spouse	0	-	-	-	-	-	$1,782.26
Employee + Child(ren)	2	-	-	-	-	$891.13	$1,648.59
Employee + Family	1	-	-	-	-	$891.13	$2,539.72
Monthly Premium	**18**	**$15,847**	**$18,281**	**$16,677**	**$19,204**	**$16,040**	**$19,204**
Annual Premium		**$190,163**	**$219,366**	**$200,123**	**$230,446**	**$192,484**	**$230,446**
Annual $ Increase/(Decrease)				**$9,960**	**$11,080**	**$2,321**	**$11,080**
Annual % Increase/(Decrease)				**5.2%**	**5.1%**	**1.2%**	**5.1%**
HRA Max Cost (YTD utilization at 47.9% as of 10/28/25)		**$9,000.00**		**$18,000**		**$18,000**	
TOTAL Annual Premium with HRA Max Cost		**$228,366.00**		**$248,446.44**		**$248,446.20**	

**Lives from October Invoice*

Town of Loxahatchee Groves
Renewal Evaluation - Health Reimbursement Account Admin
Effective Date: January 1, 2026

		CURRENT	RENEWAL
		UpSwing	**UpSwing**
Administration Details			
Account Setup Fee		$0	$0
Annual Renewal Fee		$0	$0
Reporting		Yes	Yes
Online Employee Enrollment		Yes	Yes
Website for Employers		www.upswing-tech.com	www.upswing-tech.com
Website for Participants		www.upswing-tech.com	www.upswing-tech.com
Rate Guarantee		***1 year***	***1 year***
Monthly Rate/Fees	**Lives**		
HRA Participant/Month Rate	18	$4.50	$4.50
Minimum Monthly Fee		$50.00	$50.00
Minimum Monthly		**$81**	**$81**
Annual Premium		**$972**	**$972**
$ Increase/Decrease		**N/A**	**$0.00**
% Increase/Decrease		**N/A**	**0.0%**

Town of Loxahatchee Groves
Renewal Evaluation - FSA
Effective Date: January 1, 2026

		CURRENT/RENEWAL
		UpSwing/Benefits Workshop
Administraiton Details		
Debit Card Fee		2 cards included (addt'l $10)
Claim Submission Options		Mail, Mobile App, Fax, Email, Online Portal upload
Claims Processing and Payment Timing		Daily
Reimbursement Options		Check (Weekly mailing of checks) or ACH
FSA Funding (from ER to TPA)		Payroll deduction funding and weekly ACH for negative balances
Technology Resources		
Employer Portal & Training		Yes
Employee/Consumer Portal		www.upswing-tech.com
Electronic Enrollment		Available on Portal or File Submission
Employee App		Yes, download
Employee Communications/Education		Included - guides and flyers available
FSA Aggregate Guarantee		N/A
Reporting Capabilities		24/7 online reports
Compliance Resources		
Compliance Documents (SPD)		Included
Value Adds		N/A
Non-Discrimination Testing		Included
Minimum Participation		None
Rate Guarantee		***2 years***
Monthly Rate/Fees	**Lives**	
Administration Fee (PEPM)	2	$5.00
Implementation Fee (One time)		$0.00
Annual Renewal Fee		$0.00
Minimum Monthly		**Monthly = $60**
Annual Premium		**$720**

Town of Loxahatchee Groves
Renewal Evaluation - Dental PPO
Effective Date: January 1, 2026

		CURRENT		NEGOTIATED RENEWAL (*original 9.3%*)	
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%
Complete X-rays		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 - 12 Month WP***		***Deductible Applies - 12 Month WP***	
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
Rate Guarantee		***Expires 12/31/2025***		***1 Year***	
Monthly Rates	***Lives****				
Employee	13	$38.18		$40.90	
Employee + Spouse	2	$76.36		$81.81	
Employee + Child(ren)	0	$97.36		$104.30	
Employee + Family	2	$135.53		$145.21	
Monthly Premium	***17***	**$920**		**$986**	
Annual Premium		**$11,041**		**$11,829**	
Annual $ Increase/Decrease		**N/A**		**$787**	
Annual % Increase/Decrease		**N/A**		**7.1%**	

**Lives from September Invoice*

Town of Loxahatchee Groves
Renewal Evaluation - Vision
Effective Date: January 1, 2026

		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
Rate Guarantee		***Expires 12/31/2025***		***Expires 12/31/2026***	
Monthly Rates	***Lives****				
Employee	9	$10.32		$9.83	
Employee + Spouse	3	$20.65		$19.66	
Employee + Child(ren)	0	$19.61		$18.68	
Employee + Family	2	$30.82		$29.36	
Monthly Premium	**14**	**$216**		**$206**	
Annual Premium		**$2,598**		**$2,474**	
$ Increase /(Decrease)		**N/A**		**-$124**	
% Increase /(Decrease)		**N/A**		**-4.8%**	

**Lives from September Invoice*

Town of Loxahatchee Groves
Renewal Evaluation - Basic Life and AD&D
Effective Date: January 1, 2026

	CURRENT	RENEWAL
Schedule of Benefits	**The Hartford**	**The Hartford**
Core Features		
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.
Basic Term Life	1x Annual Salary to a maximum of $150,000	1x Annual Salary to a maximum of $150,000
Guarantee Issue Amount	Equal to Benefit Amount	Equal to Benefit Amount
Basic AD&D	Equal to Life Benefit	Equal to Life Benefit
Additional Features		
Portability/Conversion Privilege	Yes/Yes	Yes/Yes
Waiver of Premium	Included	Included
Age Reduction (Reduces by)	35% at age 65, 50% at age 70	35% at age 65, 50% at age 70
Accelerated Death Benefit	Included	Included
Rate Guarantee	***Expires 12/31/2026***	
Monthly Rates ***Lives****		
Volume *19*	$1,166,000	$1,166,000
Basic Term Life Rate / $1,000	$0.442	$0.442
AD&D Rate / $1,000	$0.030	$0.030
Total Life AD&D Rate / $1,000	$0.472	$0.472
Monthly Premium	**$550**	**$550**
Annual Premium	**$6,604**	**$6,604**
$ Increase /(Decrease)	**N/A**	**$0**
% Increase /(Decrease)	**N/A**	**0.0%**

**Lives and volume from October Invoice*

Town of Loxahatchee Groves
Renewal Evaluation - Short Term Disability
Effective Date: January 1, 2026

	CURRENT	RENEWAL
Schedule of Benefits	**The Hartford**	**The Hartford**
Core Features		
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.
Weekly Benefit	60% of Weekly Earnings	60% of Weekly Earnings
Maximum Weekly Benefit	$1,500	$1,500
Elimination Period for Accident/Sickness	0/7 Days	0/7 Days
Benefit Duration	13 Weeks	13 Weeks
Portability/Conversion	Not Included	Not Included
Rate Guarantee	***Expires 12/31/2026***	
Monthly Rates ***Lives****		
Volume 19	$13,117	$13,117
Rate / $10 of Weekly Covered Payroll	$0.165	$0.165
Monthly Premium	**$216**	**$216**
Annual Premium	**$2,597**	**$2,597**
$ Increase /(Decrease)	**N/A**	**$0**
% Increase /(Decrease)	**N/A**	**0.0%**

**Lives and volume from October Invoice*

Town of Loxahatchee Groves
Renewal Evaluation - Long Term Disability
Effective Date: January 1, 2026

		CURRENT	RENEWAL
Schedule of Benefits		**The Hartford**	**The Hartford**
Core Features			
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.
Benefit		60% of Monthly Earnings	60% of Monthly Earnings
Maximum Monthly Benefit		$7,500	$7,500
Own Occupation Period		24 months	24 months
Elimination Period		90 days	90 days
Duration of Benefit		SSNRA	SSNRA
Pre-existing Condition		3 months lookback / 12 months enrolled on the plan	3 months lookback / 12 months enrolled on the plan
Survivor Benefit		Included	Included
Rate Guarantee		***Expires 12/31/2026***	
Monthly Rates	***Lives****		
Volume	19	$95,023	$95,023
Rate / $100 of Monthly Covered Payroll		$0.385	$0.385
Monthly Premium		**$366**	**$366**
Annual Premium		**$4,390**	**$4,390**
$ Increase /(Decrease)		**N/A**	**$0**
% Increase /(Decrease)		**N/A**	**0.0%**

**Lives and volume from October Invoice*

Town of Loxahatchee Groves
RFP Evaluation - COBRA
Effective Date: January 1, 2026

		PROPOSED
Administration/Schedule		**UpSwing**
Notices		
Initial Rights Notice (General Rights) to New Hire		Included
Initial Notice to ALL Employees		$2.00 / notice
Qualifying Event		Included
Open Enrollment Packets		$25/packet
Fees		
Implementation Fee		None
Annual renewal		None
Annual Retainer/Notice Fee		PEPM rate charged monthly
Electronic Eligibility File Feeds Fee		N/A
Additional Features		
Enrollment system integration		N/A
Web administration Ability		Included
Eligibilty Reporting		Included
Payment Options for Participants		Check, online payment
Marketplace Option for Coverage		Not Included
Rate Guarantee		**2 years - Expires 12/31/27**
Monthly Premium	**Lives**	
Minimum Monthly		$40.00
Per Employee Per Month	20	$0.75
Monthly Premium		**$40**
Annual Premium		**$480**

LOXAHATCHEE GROVES
FLORIDA

Town of Loxahatchee Groves
Council Meeting Renewal Recommendation
Plan Year Effective Date: January 1, 2026

Meeting Date: November 18, 2025

Presented by

RISK strategies | GEHRING GROUP A RISK STRATEGIES COMPANY

Town of Loxahatchee Groves
Renewal Recommendations
Effective Date: January 1, 2026

Line of Coverage	Recommendation
Medical	The Town's medical insurance plan is with FL Blue and received a renewal offer of an 11.3% increase over current plan cost. This is in line with medical inflation cost trend in the State of Florida, which have been increasing from 9% to 12% on an annual basis. The Town's staff and RSC/Gehring Group are recommending the contiuation of the current medical plan (BlueCare 16254). With the town growing to over 20 employees the premium rating structure will change from age-banded to composite. This change will save the Town approx $8,000 annually. The annual gross renewal increase is approx. $24,700, of which approx $13,700 would be paid by the town for employee coverage.
Health Reimbursement Arrangement	The Town introduced an HRA for the 2025 plan year for employees enrolled in the medical insurance. The YTD utilization is at 47.9% as of 10/28/25. The Town's staff and RSC/Gehring Group is recommending the continuation of this benefit to be administered through Upswing. The annual administrative cost is approx $972.
Wellness Program Tied to Medical/Rx HRA funding for 2026	The first year of the Town's wellness program will be culminating this month, November 2025. Employees that participated will have an opportuntiy to earn up to a $1,000 maximum HRA funding for 2026 plan year. Employees must complete certain preventive screenings worth a total of $750 and then the remaining balance of $250 can be earned with a variety of activities. The Town staff and RSC/Gehring Group are recommending to continue to fund the program into the 2027 plan year at the same funding as 2026 (up a $1,000 maximum). Maximum claims funding cost would be $18,000.
Flexible Spending Account	Health Care and Dependent Care flexible spending accounts (FSA) will renew as is. This is an employee paid benefit.
Dental	Renew with Humana dental plan for a 7.1% increase to rates. This is an employee paid benefit.
Vision	Renew with Humana vision plan for a 4.8% **savings/decrease** to rates. This is an employee paid benefit.
Basic Life and AD&D	Renew with The Hartford with no increase. Plan will be under a rate guarantee for another year, 12/31/2026.
STD	Renew with The Hartford with no increase. Plan will be under a rate guarantee for another year, 12/31/2026.
LTD	Renew with The Hartford with no increase. Plan will be under a rate guarantee for another year, 12/31/2026.
COBRA	The Town has over 20 full time benefit eligible employees and would be applicable to Federal COBRA laws. Town's staff and RSC/Gehring Group are recommending leveraging the exsiting relationship with Upswing to administer COBRA services. Annual cost is approx $480.

Town of LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470

TO: **Town Council**

FROM: **Jeffrey S. Kurtz, Esq., Town Attorney**

DATE: **December 2, 2025**

SUBJECT: **Consideration of Resolution No. 2025-92 concerning cooperation with the Solid Waste Authority with regard to approved debris management sites.**

Background:

One of the requirements imposed on local governments under SB 180 was for every county and municipality to apply for authorization of at least one debris management site and annually seek preauthorization for any previously approved debris management sites. Municipalities are authorized to apply jointly with a county or adjacent municipalities for authorization of a debris management site if the parities have a memorandum of understanding (MOU) outlining the capacity and location of the site relative to each party.

The Palm Beach County Solid Waste Authority is willing to enter into such a MOU with the Town. The resolution approves the MOU which is attached as Exhibit A. The MOU identifies a number of debris management sites throughout the County. Similar MOU's are being offered to the other municipalities in the County

Recommendation:

Motion to approve Resolution 2025-92.

RESOLUTION NO. 2025-92

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY (SWA) RELATING TO PARTNERING TO SATISFY THE REQUIREMENTS OF SB 180 "EMERGENCIES" TO JOINTLY APPLY FOR AUTHORIZATION AND USE OF DEBRIS MANAGEMENT SITES ; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS the State of Florida passed Senate Bill 180 effective July 1, 2025, which required municipalities to have access to at least one approved authorized debris management site in the event of an emergency; and

WHEREAS, in accordance with the provisions of Senate Bill 180 municipalities could partner with the county or neighboring municipalities to get access to an approved authorized debris management site, in the event of an emergency; and

WHEREAS, the Solid Waste Authority of Palm Beach County (SWA) is offering the Town of Loxahatchee Groves an opportunity to partner with them and jointly apply for authorization and use of debris management sites; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into the Memorandum of Understanding (MOU) with the SWA to partner with the authority to meet the requirements of Senate Bill 180 relative to debris management sites.

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 approves the attached Memorandum of Understanding with the Solid Waste Authority of Palm Beach County.

Section 3. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, and the same are hereby repealed to the extent of such conflict.

Section 4. If any section, paragraph, sentence, clause, phrase, or word of this Resolution is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Resolution

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

Council Member _____ offered the foregoing Resolution. Council Member 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 2ND DAY OF DECEMBER, 2025.

ATTEST:

_____
Valerie Oakes, Town Clerk

APPROVED AS TO LEGAL FORM:

_____
Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____ *Voted:*
Mayor Anita Kane, Seat 3

_____ *Voted:*
Vice Mayor Margaret Herzog, Seat 5

_____ *Voted:*
Councilmember Todd McLendon, Seat 1

_____ *Voted:*
Councilmember Lisa El-Ramey, Seat 2

_____ *Voted:*
Councilmember Paul Coleman II, Seat 4

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on the Second day of December in 2025 (herein referred to as the "Effective Date") by and between:

The Solid Waste Authority of Palm Beach County (Authority) and the Town of Loxahatchee Groves.

Parties may be referenced individually as "Party" and collectively as "Parties."

PURPOSE and INTENT

The purpose of this MOU is to establish a path for municipalities who wish to partner with the Authority to satisfy the requirements created by the passage of SB 180 Emergencies effective July 1, 2025. Specifically, by entering into this MOU it is the intent of the Parties to apply jointly for the authorization and use of a debris management site.

ROLES AND RESPONSIBILITIES

In the event of a storm or similar natural disaster the Parties agree to work cooperatively for the purposes of debris management and for the use of debris management sites operated by the Authority. These sites are specifically identified and shown on Exhibit 1, which is attached hereto and incorporated herein. The terms and conditions of the use of such sites, upon authorization, are outlined in the Interlocal Agreement previously executed by the Parties for this purpose and dated (insert date).

TERM AND TERMINATION

This MOU becomes effective on the date it is signed by both [all] Parties. It remains in force unless explicitly terminated, in writing, by either Party or mutually by the Parties upon 30 calendar days' notice.

The undersigned Parties acknowledge and agree to this MOU for the purposes set forth herein.

SIGNATURES

WITNESSES:

_____

_____

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

By: _____
Daniel Pellowitz, Executive Director

APPROVE AS TO LEGAL SUFFICIENCY

By: _____
Michael W. Jones Esq.
General Counsel

APPROVE AS TO TERMS AND CONDITIONS

TOWN OF LOXAHATCHEE GROVES:

By: _____
Signature

_____
Print Name

_____
Title and Date

By: _____
Valerie Oakes, Town Clerk

By: _____
Jeffrey Kurtz, Town Attorney

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

AGENDA MEMO

TO: **Town Council**

FROM: **Craig Lower, Public Works Superintendent**

VIA: **Francine Ramaglia, Town Manager**

DATE: **December, 2 2025**

SUBJECT: ***Resolution No. 2025-93*** **K&K Systems, Inc Piggyback Contract**

Background:

The Town has identified a critical need to improve visibility and safety at designated equestrian crossings. Rather than issuing a separate solicitation, staff recommends piggybacking on Wellington's Invitation to Bid (ITB No. 202515), contract awarded to K&K Systems, Inc. for the purchase of solar-powered Rectangular Rapid Flashing Beacons (RRFBs) to enhance safety at equestrian crossings along Okeechobee Boulevard as follows:

				K & K SYSTEMS, INC.	
Item	Description	Estimated Quantity	Unit of Measure	Unit Price	Total Price
1	ECO Rectangular Rapid Flashing Beacons	8	EA	$6,996.35	$55,970.80
2	ECO Rectangular Rapid Flashing Beacons without Push Button Pole Assembly	8	EA	$4,888.95	$39,111.60
3	ECO Rectangular Rapid Flashing Beacons	4	EA	$7,096.35	$28,385.40
4	ECO Rectangular Rapid Flashing Beacons without Push Button Pole Assembly	4	EA	$4,988.95	$19,955.80
5	ECO Rectangular Rapid Flashing Beacons	1	EA	$7,296.35	$7,296.35
6	ECO Rectangular Rapid Flashing Beacons without Push Button Pole Assembly	1	EA	$5,188.95	**$5,188.95**

The benefits of piggybacking these purchases are:

- Cost Savings: Access to bulk pricing secured by Wellington.

- Efficiency: Expedites procurement and installation.
- Consistency: Aligns equipment standards with neighboring municipality for driver recognition.

This purchase is fully funded within the existing budgeted amount of $70,000 for Traffic Control Signs.

Recommendations: Move that Town Council adopt ***Resolution No. 2025-93*** approving the Piggyback Agreement with K&K Systems, Inc.

RESOLUTION NO. 2025-93

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE UTILIZATION OF AN AGREEMENT BASED ON THE VILLAGE OF WELLINGTON'S COMPETITIVELY BID AND AWARD OF A CONTRACT TO K&K SYSTEMS, INC. FOR THE PURCHASE AND DELIVERY OF RAPID FLASHING BEACONS; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves ("Town") has identified the need purchase and install flashing beacons for use at equestrian crossings on Okeechobee Boulevard; and

WHEREAS, funding for the equestrian crossings, was reviewed and approved by the Town Council as part of the Fiscal Year 2025–2026 budget; and

WHEREAS, the Village of Wellington competitively procured ITB No.202515, for the purchase and delivery of rapid flashing beacons, and entered into an agreement with K&K Systems, Inc., a qualified corporation authorized to do business in Florida; and

WHEREAS, the Town is authorized to utilize another governmental entity's competitively awarded contract as the basis of its contract with the awardee in accordance with section 2-133(b)(5) of the Town's Code of Ordinances; and

WHEREAS, in order to obtain favorable pricing and services the Town wishes to rely on the Village of Wellington's award of a contract to K&K Systems, Inc. for the purchase and delivery of rapid flashing beacons to be utilized at equestrian crossings.

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

SECTION 1. The Town Council hereby authorizes the negotiation of a contract with K&K Systems, Inc. for rapid flashing beacons for equestrian crossings based on the Village of Wellington's award of contract for the same goods and services.

SECTION 2. The Town Council authorizes the Mayor and/or Town Manager, or their designee, to execute an agreement and all necessary documents for the acquisition of goods and services contemplated by the Village of Wellington award of contract to K&K Systems, Inc., consistent with the approved FY25–26 budget.

SECTION 3. The Public Works department, in coordination with the Town Manager and staff, is directed to oversee the installation of the beacons at equestrian crossings upon execution of the agreement.

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

Council Member _____ offered the foregoing resolution. Council Member _____ 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 2ND DAY OF DECEMBER, 2025.

ATTEST:

_____
Valerie Oakes, Town Clerk

APPROVED AS TO LEGAL FORM:

_____
Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____ *Voted:*
Mayor Anita Kane, Seat 3

_____ *Voted:*
Vice Mayor Margaret Herzog, Seat 5

_____ *Voted:*
Councilmember Todd McLendon, Seat 1

_____ *Voted:*
Councilmember Lisa El-Ramey, Seat 2

_____ *Voted:*
Councilmember Paul Coleman II, Seat 4

THE VILLAGE OF WELLINGTON

ADVERTISEMENT/INVITATION TO BID

The Village of Wellington Council is accepting sealed bids for **#202515 Purchase and Delivery of Rapid Flashing Beacons**.

All Bids must be received, no later than July 17, 2025 at 11:00AM Local Time, at which time all Bids will be publicly opened and read via Zoom (Meeting ID: 856 5614 0440 and Password: LBu?0S).

Bids may be submitted electronically through Demandstar at www.demandstar.com or delivered/mailed to the Clerk's Office at the address below.

- Electronic Bids will only be accepted when submitted through www.demandstar.com . Emailed submissions will not be accepted.
- Paper Bids (one original and one PDF Copy on a CD or flash drive) are to be delivered to the Clerk's Office at the address below. Receipt of a bid by any Wellington Office, Receptionist, or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. The Clerk's Office time stamp shall be conclusive as to the timeliness of receipt.

The Owner for the Project is Wellington, Florida, ("Owner").

Bid Documents may be downloaded online at www.demandstar.com starting on June 18, 2025.

No bid may be withdrawn for a period of 120 days after the posting of the recommended award as otherwise provided in Instructions to Bidders.

All paper bids shall be sealed when submitted and be delivered or mailed to:

Wellington
ATTN: Clerk's Office
12300 Forest Hill Blvd
Wellington, FL 33414

ENVELOPE MUST BE IDENTIFIED AS SEALED BID # 202515

The Owner reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept bids which in its judgment best serve the Owner.

Any and all questions regarding the bidding documents shall be directed to Wellington's Purchasing Division: Maria Miserendino, Phone 561-791-4154 or email mmiserendino@wellingtonfl.gov .

Publish: Palm Beach County Legal Notices – https://www.pbcfllegalnotices.com/163/Wellington Date: June 18, 2025

BID COVER PAGE

SUBMIT BIDS TO:	REFER ALL INQUIRIES TO PRIMARY CONTACT:	Wellington **INVITATION TO BID** COMMODITY/SERVICE
Wellington Attn: Clerk's Office 12300 Forest Hill Blvd Wellington, FL 33414	Purchasing Division 12300 Forest Hill Blvd Wellington, FL 33414 Phone: 561-791-4154	

BID TITLE:	BID NO:
Purchase and Delivery of Rapid Flashing Beacons	**202515**

NAME OF FIRM, ENTITY, or ORGANIZATION:				
NAME OF CONTACT PERSON	VENDOR MAILING ADDRESS:	CITY:	ZIP:	STATE:
TITLE	VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):	CITY:	ZIP:	STATE:
PHONE NUMBER:	FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):			
EMAIL ADDRESS: FAX NUMBER:	STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)			

ORGANIZATIONAL STRUCTURE (Please Check One):

Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other ☐

If Corporation, please provide the following:

(A) Date of Incorporation: _____
Month / Day / Year

(B) State or Country of Incorporation:

INSTRUCTIONS TO BIDDERS

1. **GENERAL INSTRUCTIONS:** Potential bidders to the solicitation are expected to review all materials contained herein and prepare responses accordingly. Submit required documents, complete information with solicitation including pricing and related terms.

2. **TIMELINE:** The Event Timeline below gives the date and time (where applicable) for major activities in the solicitation.

EVENT	TIME	DUE DATE
Invitation (ITB) Release Date	N/A	June 18, 2025
Submit Electronic Bid. If submitting paper bid - Number of Bid Hard Copies Including Original →	One (1) Original and One (1) PDF file on CD or Flash Drive	N/A
Questions from Bidders to Warrant Response/Addendum	5:00 PM Local Time	July 8, 2025
Bids Received By – (Deadline & Opening)	11:00 AM Local Time	July 17, 2025
Evaluation Committee Meeting (if applicable)	N/A	N/A
Posted Notice of Intended Award	Tentative	Tentative/DemandStar.com/Clerk's Office
Contract Award by Wellington Council	TBD	TBD

3. **NOTIFICATIONS:** Respondents are advised that http://www.demandstar.com is the primary sourcing of notices, addendum, bids and other documented communications. Wellington is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Vendors are responsible to check http://www.demandstar.com for information and updates concerning solicitations or contact the Purchasing Division on the information listed above.

4. **TERMS AND CONDITIONS:** The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title and Bid number to the Clerk's Office, Village of Wellington, 12300 Forest Hill Blvd. Wellington, Florida 33414 no later than local time on stated TIMELINE.

   ORDER OF PRECEDENCE: All responses are subject to the requirements, specifications, terms and conditions of the sections of this solicitation which, in case of conflict, shall have the order of precedence listed:

   1. Bid acknowledgement Cover Page
   2. Instructions to Bidders
   3. Special Terms and Conditions
   4. Technical Specifications
   5. General Terms and Conditions
   6. General Instructions to Bidders
   7. Schedule of Values & Ordering Instructions and Forms

   Wellington objects to and shall not consider any additional terms or conditions submitted by a Bidder, including any appearing in documents attached as part of any response. In submitting its response, the Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the solicitation requirements, specifications, terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a bid or response.

5. **NPDES REQUIREMENTS:** As part of Wellington's National Pollutant Discharge Elimination System (NPDES) requirements, applicable vendors awarded a contract by Wellington may be required to achieve training which may include but not be limited to a live presentation and/or video presentation. Such vendor(s) shall be responsible for all costs associated with the training. Training applies to the following NPDES sections:

   (a) **Part III.A.7.c** – Illicit Discharges and Improper Disposal- Investigation of Suspected Illicit Discharges and/or Improper Disposal
   (b) **Part III.A.7.d** – Illicit Discharges and Improper Disposal- Spill Prevention and Response
   (c) **Part III.A.6** – Pesticides, Herbicides, and Fertilizer Application (Must be trained through the Green industry BMP Program offered through Palm Beach County Extension Services) as determined to comply with NPDES requirements.
   (d) **Part III.A.9.c** – Construction Site Runoff- Site Operator Training (Florida Stormwater, Erosion and Sedimentation Control Inspector Training and Certification Program offered annually and sponsored by the Palm Beach County MS4 NPDES permittees).

6. **ACCEPTANCE AND REJECTIONS:** Wellington reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid(s) which in its judgment best serves Wellington.

GENERAL TERMS AND CONDITIONS

1 **SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope as per stated TIMELINE above. The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. Neither the Village of Wellington nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this ITB.

2 **EXECUTION OF BID:** Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted. Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted.

3 **PRICES QUOTED AND CASH DISCOUNTS**: Bids must include deductions for trade discounts. Firm net prices must be quoted and both unit price and extended totals must be provided. When requested, prices must be stated in the units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discount options to be given for prompt payment must be made aware of. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. All prices quoted shall be fixed per initial term of Bid/Contract unless otherwise specified in Special Conditions. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

4 **TAXES:** Wellington is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Wellington owned real property as defined in Chapter 192, F.S.

5 **MINOR IRREGULARITIES/RIGHT TO REJECT**: Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. Only Wellington reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Wellington. Wellington may reject any response not submitted in the manner specified by the solicitation documents.

6 **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s).
If and whenever in the Bid specifications that a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. Reference to literature submitted with a previous bid will not satisfy this provision. Since Wellington does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid on, it is the vendor's responsibility to name such a product within his/her bid and proves to Wellington that said product is equal to that specified and to submit brochures, samples, and or specifications in detail on item(s) submitted. Wellington reserves the right to determine acceptance of item(s) as an approved equivalent.

(a) **UNIT OF MEASUREMENT (UOM) AND PACKAGING SPECIFICATIONS:** Bid price and extension given per line item(s) must be converted to reflect prescribed UOM in the bid form. If required and applicable, exact packaging specifications of materials per line item must be furnished for clarification and information in consideration of awarding contract. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

(b) **SUBSTITUTIONS**: Wellington, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the specific material and brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense. When NO SUBSTITUTION is used in combination with a manufacturer's name, brand name and/or model number that named item is the only item that will be accepted by Wellington.

(c) **OPEN MARKET PURCHASE**: If to the extent materials and/or services cannot be obtained through successful bidder because of conformity, Wellington may purchase on the open market. Any increase in cost may be charged against the Proposer. Any violation of these stipulations may also result in bidders' Name being removed from the vendor list.

(d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assembl U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

7 MATERIALS/PRODUCTS QUALITY: Items must be of the quality set forth in the specifications and may be rejected and returned at bidder's expense. Such materials shall be replaced by awardee within 10 days. Items not delivered or replaced as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.

8 SAMPLES: Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414 or User Department location if given.

9 DEFAULT/FAILURE TO PERFORM: Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, to provide the quality of materials specified, to replace defective materials, as determined in Wellington's sole discretion, and/or to fulfill any portion of this contract within the time stipulated. Upon default by the successful bidder to meet any terms of this agreement, the Purchasing Division will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Purchasing Division notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default: Wellington may terminate the Contract if the Bidder/Contractor/Offeror fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

10 DELIVERY: Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Transportation of ALL materials/products shall be FOB Destination to any point within thirty (30) days after Wellington places an Order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of Wellington, Monday through Thursday, excluding holidays, unless otherwise specified.

11 INTERPRETATIONS: Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to The Purchasing Division before Bid opening date with address stated above. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by Purchasing Division in response to requests in full compliance with this provision. Bidder must submit to Wellington Purchasing Division at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

12 DISPUTES: A prospective bidder, proposer or offeror may submit a protest in writing to the Purchasing Manager challenging the terms, conditions, or specifications of a competitive solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract. The foregoing notwithstanding, a protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the competitive solicitation. The protest must be filed within three (3) days (excluding Saturdays, Sundays and legal holidays) after the public posting or advertising of the competitive solicitation. Failure to file a protest as to the terms, conditions, or specifications of a competitive solicitation shall be deemed a waiver of the right to protest on those grounds. Prior to the award of any contract, bidders, proposer(s) or offeror(s), may submit a protest in writing to the Purchasing Manager. The protest must be filed within (3) days (excluding Saturdays, Sundays and legal holidays) after the posting of the Notice of Intended Award for public viewing at Wellington's Clerk's Office. All bidders, proposers, offerors or contractors affected by the intended award of contract will also be notified by the Purchasing Manager, via Demandstar.com or other means, of the intended award posting. Notwithstanding the above, it is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award to review the public posting of the intended award, and the deadlines to protest set forth herein shall not be enlarged based upon a claim of lack of knowledge thereof. Additionally, in order to maintain a protest, a protestor must have standing pursuant to established Florida case law. Protests filed by a person or entity who does not have standing may be summarily denied without further action or decision.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a cashier's check or money order for an amount equal to one percent (1%) of the total estimated contract value, but not less

than $1,000 nor more than $10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is upheld, the filing fee shall be refunded to the protestor. For specific procedures on how to file a formal protest, refer to Chapter 9, Village of Wellington Purchasing Manual.

13 LOBBYING/CONE OF SILENCE: Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Wellington imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of Council or their staff, the Manager, any employee of Wellington authorized to act on behalf of Wellington in relation to the award of a particular contract, or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Agent or designee. (Chapter 9, Village of Wellington Purchasing Manual and Section 2-355 of the Palm Beach County Code of Ordinances). Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, and contract negotiations during any public meeting, presentations made to the Council, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Wellington as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in this Manual.

14 AWARDS: Wellington reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of Wellington; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Federal, State, County, Local laws, ordinances, rules and regulations. No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to Wellington upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to Wellington or who has failed to perform faithfully any previous contract with Wellington.

If the Bidder is in default, Wellington, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder for award or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

(a) No bid may be withdrawn for a period of 120 days after time of award by Wellington Council.

(b) As the best interest of Wellington may require, the right is reserved to make award by individual item, group of items, all or none, or multiple vendors. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive, responsible and determined to provide the overall best Value to Wellington.

(c) Wellington reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.

(d) Wellington reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide Wellington user departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded.

(e) While Wellington may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by Wellington. If the Bidder is in default, Wellington, through the Purchasing Division will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

(f) RESPONSIBLE VENDOR DETERMINATION

Respondent is hereby notified that Section 287.05701 Florida Statutes, requires that Wellington may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

15 BID OPENING: Bids shall be opened and publicly read at 12300 Forest Hill Blvd, Wellington, Florida 33414 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened. It is the bidders' responsibility to assure that his bid is delivered at the proper time and place before time of bid opening.

16 LEGAL REQUIREMENTS: Federal, State, County and Local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by any bidder will in no way be a cause for relief from legal responsibility.

17 INDEMNIFICATION: Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend Wellington, its agents, servants, or employees from and against any and all claims , liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services caused by the goods provided pursuant to these bid documents and/or resultant contract.

18 OSHA: The bidder warrants that the product and services supplied to Wellington, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and Chapter 442 FL. Statutes, as amended. The failure to comply with these conditions will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

19 SAFETY PRECAUTIONS: The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder.

20 SPECIAL CONDITIONS: Any and all Special Conditions that may vary from these General Conditions shall have precedence.

21 NON-DISCRIMINATION: The bidder shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this solicitation. Bidder shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this solicitation, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Bidder shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Bidder's decisions regarding the delivery of goods or services under this solicitation shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

22 QUALITY AND CONDITION: All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.

23 LIABILITY, INSURANCE, LICENSES AND PERMITS: Where bidders are required to enter or go onto Wellington property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Palm Beach County and Village of Wellington building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to Wellington occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.

24 BID BONDS, PERFORMANCE BONDS, and CERTIFICATES OF INSURANCE: If Required Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, The Village of Wellington will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. The Village will retain all bid bonds until the bidder fulfills the terms of the bid. Bidder may withdraw their bid price up to the bid opening. If a bidder withdraws their bid after the bid opening or the successful bidder fails to execute the contract, the bid bond is forfeited, pursuant to Wellington's procurement policy.

25 CANCELLATION: Wellington reserves the rights to cancel in whole or in part this contract by written notice to the contractor and for any reason in accordance with this clause when Wellington determines that it's in the best interest of Wellington. Cancellation shall be in effective the date specified in the notice should any of the following apply:

(a) The contractor is determined by Wellington to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to Wellington. An equitable adjustment in the contract price shall be made for completed service. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.

(b) Wellington has determined that such cancellation will be in the best interest of Wellington to cancel the contract for its own convenience.

(c) Funds are not available to cover the cost of the services. Wellington's obligation is contingent upon the availability of appropriate funds.

26 INVOICING AND PAYMENT: Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to Accounts Payable at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Failure to follow these instructions may result in delay in processing invoices for payment. **PURCHASE ORDERS.** Commodities or services are ordered by Wellington via purchase order; Contractor shall not deliver or furnish products until Wellington transmits a purchase order unless alternate payment arrangements are made. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Wellington. **PAYMENT:** Any actual or prospective Bidder, offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in the Purchasing Manual in order to resolve disputed matters or complaints. Payment will be made pursuant to Fla. Stat. § 218.70, Local Government Prompt Payment Act.

27 FACILITIES: Wellington reserves the right to inspect the bidder's facilities at any time with prior notice.

28 BID TABULATIONS: Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid. Bid tabulations with recommended awards will be posted for review by interested parties at the Clerk's Office were delivered and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

29 APPLICABLE LAW AND VENUE: The law of the State of Florida shall govern the contract between Wellington and the successful bidder and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

30 ASSIGNMENT: The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of Wellington, which consent may be withheld.

31 LAWS, PERMITS AND REGULATIONS: The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.

32 OPTIONAL CONTRACT USAGE BY OTHER GOVERNMANTAL AGENCIES: If a bidder is awarded a contract as a result of the solicitation, if bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

33 WARRANTIES OF USAGE: Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish Wellington's needs as they arise.

34 PUBLIC ENTITY CRIMES: As provided in Fla. Stat. § 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and my not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

35 **CONFLICT OF INTEREST:** The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. All Bidders must complete the Conflict of Interest Statement attached hereto. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.

36 **NON-COLLUSION:** Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Bid list(s).

37 **PUBLIC RECORDS:** All material submitted regarding this bid becomes the property of Wellington. Bids may be reviewed by any person thirty (30) days after the public opening or after an intended decision is announce, whichever is earlier. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer. Fla. Stat. § 119.07

Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHEVELLE D. HALL AT 561-791-4000, CHALL@WELLINGTONFL.GOV , 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.

38 **TIE BIDS:** If two or more bidders or proposers are tied, the following criteria will be used to break the tie:

(a) The award will be given to the bidder or proposer whose bid was received earliest by Wellington, as indicated by the time clock stamp impressed upon the bid or proposal.

(b) If application of the above criteria does not resolve the tie, a coin toss will be conducted by the Purchasing Manager, with representatives of the affected bidder present.

39 **ADDITION OR DELETION OF TERMS OR CONDITIONS:** No addition or deletion of the terms or conditions included with the bid response shall be evaluated or considered and any and all such revisions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.

40. **PALM BEACH COUNTY INSPECTOR GENERAL:** In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this ITB may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

41. **SCRUTINIZED COMPANIES:** Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this solicitation, BIDDER certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this solicitation is valued greater than $1 million, BIDDER further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this solicitation. If the Village determines, using credible information available to the public, that BIDDER has submitted a false certification, or otherwise engaged in any of the activities prohibited by this paragraph or the applicable Florida Statutes, the Village may terminate the Contract and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

42. E-VERIFY - COMPLIANCE WITH F.S. 448.095: Wellington requires all contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

SPECIAL TERMS AND CONDITIONS

PURPOSE: The purpose and intent of this invitation to bid is to secure firm fixed pricing and establish a term contract for the **Purchase and Delivery of Rapid Flashing Beacons** as specified herein.

TERM OF CONTRACT: The term of the contract shall be for one (1) year from date of award, and by mutual agreement between Wellington and the awardee(s), be renewable for three (3) additional one (1) year periods. Wellington reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of three (3) year one (1) year renewals. Annual renewals will be based upon mutual agreement between Wellington and vendor, and by incorporating the same terms and conditions. Renewals will be by a written notice from Wellington, and acceptance by the awarded vendor(s). The written notice will generally be provided about ninety (90) days prior to the contract expiration date. The pricing submitted for the initial period of the contract will remain fixed. There will be no allowable price escalations for services, materials, or fuel costs throughout the initial term of the contract.

ESCALATION AND DE-ESCALATION DURING RENEWAL: Upon the anniversary date of each renewal period, the awarded vendor may submit a requested price increase per individual unit cost to the Purchasing Division in writing, no less than ninety (90) calendar days prior to the new renewal period. Renewal periods will allow for price adjustments (decrease or increase) in an amount not to exceed the most recent National Consumer Price Index (CPI) percentage for All Urban Customers, Series ID: CUUR0000SA0 – Not Seasonally Adjusted, Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 and/or proof of a manufacturer's price increase, If the most recent CPI or market reflects a de-escalation of prices, the awardee(s) will extend such prices.

Wellington reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of Wellington. The contract will be extended 90 days beyond the contract expiration date, if needed. Bidders agree to this extension when they sign their bid document for the initial period.

Orders will be placed to the successful bidder(s) on an as-needed when-needed basis to meet Wellington's usage requirements. Wellington reserves the right to order as and when required. No delivery shall become due to be acceptable without a purchase order by Wellington.

METHOD OF AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

Once opened, the bids will be tabulated and evaluated by Wellington before recommendation and/or notice of intent to award. Wellington, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. Wellington further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of Wellington to award the bid to the lowest bidder, or any bidder. Wellington reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of Wellington. Wellington shall be the sole judge of the bids and Wellington's decision shall be final.

Wellington intends to award a contract to the lowest, responsive, responsible total lump sum bidder for the material specified within this bid document, taking into consideration experience, staffing, equipment, materials, references and past performance. **In case of disputes in the award of the contract, the decision of Wellington shall be final and binding on both parties.**

WORK AUTHORIZATION/PLACING ORDERS: Orders shall strictly be based on Wellington's Unit Price Schedule (Schedule of Values). Bidders must bid on all individual line items as outlined in the Bid form. Failure to not bid on all items will be a basis for disqualification.

PAYMENT: Payment will be made upon receipt and acceptance of the complete unit(s). No down or partial down payments will be made.

All bid prices must include freight prepaid to location specified on purchase order in Wellington, Florida.

DELIVERY: Bidder shall notify Wellington of any delays for deliveries lasting more than sixty (60) minutes. Wellington seeks a source of supply that will provide accurate and timely deliveries. The awarded bidder(s) must adhere to delivery schedules. If, in the opinion of a designated Wellington representative (project manager or supervisor), the successful bidder(s) fail at any time to meet the

requirements herein, including delivery requirements, then the contract may be cancelled upon written notice. All prices must be quoted F.O.B. destination, freight prepaid (unless otherwise stated in special conditions).

PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT: If the bidder(s) is awarded a contract under this solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of contract; provided, however, that the bidder may offer incentive discounts from the fixed price to Wellington at any time during the contractual term.

INSURANCE: The Contractor will deliver to Insurance Tracking Services, Inc. (ITS), Village of Wellington authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the Contractor. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Certificate Holder Address:
(Certificates need to include the following as the Certificate Holder)

Village of Wellington
c/o Insurance Tracking Services, Inc. (ITS)
PO Box 60840
Las Vegas, NV 89160

Email: VOW@instracking.com or
Facsimile: +1 (562) 435-2999

Cancellation and/or Modification of Insurance Coverage
Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to Village of Wellington and such notice is by postal mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

Renewal Policies
The Contractor shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than five (5) business days before to the expiration date of any policy.

Bidders must submit with their bid proof of insurance meeting or exceeding the following requirements or a letter of intent, to provide the following requirements if awarded the contract:

- Worker's Compensation Insurance – as required by law. The Village of Wellington will not accept filed certificates of exemption forms for Worker's Compensation Insurance. This policy must include Employer's Liability with the following limits - $1,000,000 for accident, $1,000,000 disease each employee, and $1,000,00 policy limit.

- General Liability Insurance - $1,000,000 per occurrence combined single limit for bodily Injury and property damage, $1,000,000 general aggregate. The Village of Wellington shall be listed as an additional insured and coverage shall be on a Primary and Non-Contributory Basis.

- Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles – coverage shall provide minimum limits of liability of $1,000,000 per accident combined single limit for bodily injury and property damage. This coverage shall be an "Any Auto" type policy. The Village of Wellington shall be listed as an additional insured.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Village of Wellington as additional insured.

CONTACT PERSON: For any additional information regarding the specifications and requirements of this bid, contact: mmiserendino@wellingtonfl.gov 561-791-4154.

BID CLARIFICATION: Any questions or clarifications concerning this Bid shall be submitted in writing by mail, facsimile or email to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414, EMAIL mmiserendino@wellingtonfl.gov . The bid title/number shall be referenced on all correspondence. All questions must be received no later than stated in this BID TIMELINE. All responses to questions/clarifications will be communicated in the form of an addendum or Request for information (RFI). NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

GUARANTEE: The successful bidder will be required to guarantee all products supplied to be in compliance with the specifications. **Any and all deliveries of products found not to be in compliance must be removed immediately and replaced at bidder's expense.**

WARRANTY: Unit(s) to have full factory warranty. No demonstrators, etc., will be accepted. Manufacturer's warranty information must be submitted with Bid Form.

PRODUCT/CATALOG INFORMATION: All bidders must submit catalog/product and specification information on the unit(s) they propose to furnish on this ITB. Failure to submit such information may result in rejection of your bid.

COMPLETE PROJECT REQUIRED: These specifications describe the type of product required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the bidder from furnishing or delivering where required by any part of these specifications to the satisfaction of Wellington.

BID SUBMITTAL: All bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids may be considered "Non-Responsive" if the required information is not submitted by the date and time specified. Before submitting bid, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Division.

LATE BIDS: The Wellington cannot be responsible for bids received after opening time and encourages early submittal.

EXCEPTIONS TO SPECIFICATIONS: Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

COMPLETE INFORMATION REQUIRED ON BID FORM: All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND A PDF (CD) COPY of the Invitation for Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

ESTIMATED QUANTITIES: Quantities stated are for bidders' guidance only and no guarantee is given or `implied as to quantities that will be used during the contract period. Said estimated quantities will be used by Wellington for the purpose of evaluating the low bidder meeting specifications

SUBCONTRACTORS: Bidder shall submit a list of the names of the subcontractors proposed for any portions of the Work. The names, addresses, phone and fax numbers must be listed on the "Questionnaire" included in this Bid document. Wellington reserves the right to approve any subcontractor(s) named and to recommend subcontractor(s) prior to award. No Bidder shall be required to employ any subcontractor against whom he has reasonable objection.

ACCEPTANCE: Delivery of the unit(s) and product to Wellington does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the unit(s) and product meets

contract specifications and conditions. The unit(s) and product will be inspected and accepted by the using Department. U product must be in conformance with the specifications and that the engineering materials and workmanship exhibit a level of quality and appearance consistence with or exceeding industry standards. It will be the responsibility of the successful bidder to pick up any unit(s) found unacceptable. After notification, the successful bidder will have five (5) working days to respond and make the necessary arrangement to pick up unit(s), and to redeliver same in five (5) working days after date of pick up. Units not in compliance with bidder specifications are not eligible for, or considered delivered until corrections have been accomplished and in compliance.

SPECIFICATIONS

Push Button Assembly/Separate Pole Assembly

- Complete 10’ (bring in info from RRFB Spec) (Also drive base info)
- Assembly to have 2 separate pushbuttons. (height 40” and 70”) with PB signs inserted
- **Drive Base**
  - 50’ wiring harness to run to main pole

MODEL ECO-RRFB SPECIFICATIONS

Rectangular Rapid Flashing Beacon Push Button/Crosswalk (Meets MUTCD & ITE Standards)

Solar Panel
• Maximum Power (P max) 40 W
• Voltage at Pmax (V mp) 19.44 V
• Current at Pmax (IMP) 2.06 A
• Short-Circuit Current (Isc) 2.18 A
• Open-Circuit Voltage (Voc) 23.33 V

Solid State Regulator (built-in flasher, dimmer and radio)
Crosstalk/Crosswalk 4 is a compact all-in-one solar controller with maximum power point tracking, flasher, and auto-dimmer. Compatible with all 24-7 solar stop beacons, hazard beacons, and has a dry contact for sensor activated beacons.
High water level sensor, motion sensor, push button sensor, moisture sensor, or radar sensor.

Adjustable mode duty cycle from 90/10 to 50/50 and change the flashers to activate for 24-7, 3 minutes, 1minute or 1 second. 700 ft. line of sight radio. Antenna included.

Rectangular Rapid flashing Beacon

Aluminum Housing

Control Cabinet/Battery
• Cabinet is 24” High x 16” Wide x 9” Deep, .063, aluminum, located 5’ to 6’ High from Base Bottom.
• Included battery shall be (1) 55 amp Battery 10” High x 10” Wide x 6” Deep.
• (2) Brackets included with U Bolts or Banded Clamps.

Additional Items:

•40 watt solar panel

•RRFB with mounting hardware

•Signage Z-Brackets (2 @ 16”, 2 @ 3” and 1 @ 22”.

Complete 17’ SPUN Pole Kit: to include all mounting hardware, 17’ crash tested 4” round pole aluminum spun pole with pedestal base, top cap, signal mount and control box, and pole collar.

Drive Base (foundation anchor) for pedestal base 4” fins X 48”ht (8” diameter), top plate with mounting bolts.

***New RRFB systems MUST be compatible/able to communicate with the Village of Wellington’s existing beacon systems to activate the complete system. They must communicate with our existing 132-D12 (Dual Beacons) with Crosstalk Wireless Controller. The additional Rapid Flashing Beacons will provide Advance Warning to the existing system.**

BID PROPOSAL CHECKLIST

Note: <u>Please submit your bid in this order for electronic and paper bids.</u>

YES___ NO___ 1. Bid submittal – <u>If submitting a paper bid → one (1) original and one (1) PDF (CD) copy or flash drive</u>

YES___ NO___ 2. Bid Cover Page

YES___ NO___ 3. Acknowledgment of addendums (if any)

YES___ NO___ 4. Bid Submittal Form

YES___ NO___ 5. Schedule of Value

YES___ NO___ 6. Questionnaire

YES___ NO___ 7. Drug Free Workplace

YES___ NO___ 8. Sworn Statement under Section 287.133(3) (a)

YES___ NO___ 9. Certification Pursuant To Florida Statute § 215.4725 and § 287.135

YES___ NO___ 10. Conflict of Interest

YES___ NO___ 11. Non-Collusion Affidavit

YES___ NO___ 12. Insurance Certificates

YES___ NO___ 13. Copy of Appropriate Licenses

YES___ NO___ 14. E-Verify Memorandum of Understanding (MOU)

YES___ NO___ 15. No Coercion for Labor or Services Affidavit

BID SUBMITTAL

To:

Village of Wellington

12300 Forest Hill Blvd.

Wellington, Florida 33414

_____

(Vendor)

agrees to provide material for the **Purchase and Delivery of Rapid Flashing Beacons** in accordance with the requirements and specifications of the Bid Documents for the Village of Wellington as specified.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Wellington for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Wellington to hold all Bids and Bid guarantees for a period not to exceed one hundred and twenty (120) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

_____

Contractor's Signature

Dated this_____ day of_____, _____

(Month) (Year)

SCHEDULE OF VALUES

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ECO Rectangular Rapid Flashing Beacons	8	EA	
2	ECO Rectangular Rapid Flashing Beacons without Push Button Pole Assembly	8	EA	
3	ECO Rectangular Rapid Flashing Beacons	4	EA	
4	ECO Rectangular Rapid Flashing Beacons without Push Button Pole Assembly	4	EA	
5	ECO Rectangular Rapid Flashing Beacons	1	EA	
6	ECO Rectangular Rapid Flashing Beacons without Push Button Pole Assembly	1	EA	
			Grand Total	

BIDDER/CONTRACTOR declares they have carefully examined the specifications and are thoroughly familiar with the provisions and with the quality, type and grade of service requested herein. The proposers declare to deliver the product/service in accordance with the bid specifications.

BIDDER/CONTRACTOR understands and agrees that this is Unit Price Contract and that contractor will be paid based upon items and quantities actually performed and accepted by Owner. Orders will be placed to the successful bidder(s) on an as-needed when-needed basis to meet Wellington's usage requirements per the pricing above. Wellington reserves the right to order as and when required. No order shall be placed without a purchase order issued by Wellington.

TERM OF CONTRACT: The term of the contract shall be for one (1) year from date of award, and by mutual agreement between Wellington and the awardee(s), be renewable for three (3) additional one (1) year periods. Wellington reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of three (3) year one (1) year renewals.

QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in with the Bid. By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? _____

2. What is the last project of this nature that you have completed?
_____
_____
_____

3. Have you ever failed to complete work awarded to you? If so, where and why? _____
_____
_____

4. Name three individuals or corporations for which you have performed work and to which you refer:

_____

Name	Address	Phone	Email
Name	Address	Phone	Email
Name	Address	Phone	Email

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion to Date

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? _____
_____

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed

8. What equipment do you own that is available for the work? _____ _____

Equipment Type	Equipment Type

9. What equipment will you purchase for the proposed work? _____ _____

10. What equipment will you rent for the proposed work? _____ _____

11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs. _____
_____

12. The address of principal place of business is _____
_____
_____

13. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: _____
_____
_____

14. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers. _____
_____
_____

15. List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition. _____
_____
_____

16. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s). _____
_____
_____

17. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute. _____
_____
_____

18. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants. _____
_____
_____

19. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details. _____
_____
_____

20. List and disclose any and all business relations with any members of Wellington Council. _____
_____
_____

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. In order to have a drug-free workplace program, a business must attest to the following:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. We inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Contractor’s Signature

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Village of Wellington
[print name of the public entity]

by _____ for _____
[print name of entity submitting sworn statement] [print individual's name and title]

whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF _____ _____
[signature]

COUNTY OF _____ _____
[date]

Subscribed and Sworn to (or affirmed) before me on _____ by _____.
[date] [name]

He/she is personally known to me or has presented _____ as identification.
[type of identification]

_____ _____
[Notary's Signature and Seal] Print Notary Name and Commission No.

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 215.4725 and § 287.135

I, _____, on behalf of _____,
certifies
Print Name Company Name

that_____:
Company Name

1. Is not engaged in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and
5. Has not engaged in business operations in Cuba or Syria.

_____
Signature

_____
Title

_____
Date

CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

NO CONFLICT:

[ ] To the best of our knowledge, the work contemplated by this agreement would not create a conflict of interest due to the undersigned's representation of other clients on projects pending before the Village of Wellington.

[ ] To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

[ ] To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

[ ] To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

POTENTIAL CONFLICT:

[ ] The undersigned business, by attachment to this form, submits a list of current clients and projects for which it is currently seeking Village approval and which may cause a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT IT IS INELIGIBLE TO PERFORM WORK ON BEHALF OF THE VILLAGE OF WELLINGTON FOR ANY OF THE CLIENTS OR PROJECTS LISTED IN THE ATTACHEMENT TO THIS FORM. FAILURE TO DISCLOSE A POSSIBLE CONFLICT OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
_____
NAME (PRINT OR TYPE)

_____
TITLE

NON-COLLUSION AFFIDAVIT

State of _____

County of_____

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that the bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a bid for the same materials, services, supplies or equipment, either directly or indirectly, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in disqualification, contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid lists

_____
Name of Bidder

_____
Print name of designated signatory

_____
Signature

_____
Title

On this _____ day of _____, 2025, before me appeared _____ personally known to me to be the person described in and who executed this _____ and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.
In witness thereof, I have hereunto set my hand and affixed seal the day and year last written above.

_____
Signature

Notary Public in and for the State of _____

(Affix Seal Here)

_____
(Name Printed)

Residing at _____

My commission expires _____

REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to Wellington, we require that you provide us either proof of workers compensation coverage or proof of exemption.

Employers conducting work in the State of Florida are required to provide workers' compensation insurance for their employees. Specific employer coverage requirements are based on the type of industry, number of employees and entity organization. To determine coverage requirements for a specific employer, the following information is provided by the Bureau of Compliance.

Construction Industry - One (1) or more employees, including the owner of the business who are corporate officers or Limited Liability Company (LLC) members. For a list of the trades considered to be in the construction industry see 69L-6.021 Florida Administrative Code.

Non-Construction Industry - Four (4) or more employees, including business owners who are corporate officers or Limited Liability Company (LLC) members.

Please note: Non-construction industry Sole Proprietors or partners in a Partnership are not employees unless they want to be included on the business' Workers' Compensation Insurance policy and file a form DWC 251 with the Division of Workers' Compensation.

Agricultural Industry - Six (6) regular employees and/or twelve (12) seasonal workers who work more than 30 days during a season but no more than a total of 45 days in a calendar year.

Out of State Employers must notify their insurance carrier that they are working in Florida. If there is no insurance, the out of state employer is required to obtain a Florida Workers' Compensation Insurance policy with a Florida approved insurance carrier which meets the requirements of Florida law and the Florida Insurance Code. This means that "Florida" must be specifically listed in Section 3A of the policy (on the Information Page).

An Extraterritorial Reciprocity clause in the home state's statute allows some out of state Employers to work in Florida temporarily using their home state's Workers' Compensation insurance policy.

Contractors are required to make certain that all sub-contractors have the required Workers' Compensation Insurance **before** they begin work on a project. To see the documentation that is required from a sub-contractor, see 69L-6.032 Florida Administrative Code.

If the sub-contractor does not have Workers' Compensation Insurance for its employees, those workers become the employees of the contractor. If an injury occurs, the contractor is responsible for paying the benefits for the work related injury, illness or fatality.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers compensation insurance as per the requirements as outlined above, you must provide the Village with a copy of your Florida Division of Workers' Compensation Certificate of Election to be Exempt.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact yo business insurance agent, or you may use the following resources to locate an agent: www.faia.com., www.piafl.org/wc-info.pdf , or call (850) 893-8245.

Please be reminded that the furnishing of this information to Wellington is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, of Workers' Compensation Certificate of Election to be Exempt, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Department located at 12300 Forest Hill Boulevard, Wellington, Florida, 33414.

NO COERCION FOR LABOR OR SERVICES AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

BEFORE ME, the undersigned, personally appeared _____ (Name of Affiant), who, first being duly sworn, deposes and says:

1. I have personal knowledge of the facts in this affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.

2. I am the officer or agent of the business entity named below and make this affidavit to comply with section 787.06, Florida Statutes.

3. The business entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.

5. Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NOT.

Affiant Name:

Signature: _____

Title: _____

Business Entity Name: _____

Date: _____, 2025

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025, by_____ (Name of Affiant), as _____ (Title) of _____ (Name of Business Entity), who is personally known to me or who has produced _____, as identification.

_____
NOTARY PUBLIC, State of: _____
Printed Notary Name:
My Commission Expires:

Legislation Details (With Text)

File #:	25-7213	**Name:**	AUTHORIZATION TO AWARD A CONTRACT FOR THE PURCHASE AND DELIVERY OF RAPID FLASHING BEACONS
Type:	Purchasing/Contract		
		In control:	Village Council
On agenda:	9/18/2025	**Final action:**	
Title:	AUTHORIZATION TO 1) AWARD A CONTRACT FOR THE PURCHASE AND DELIVERY OF RAPID FLASHING BEACONS; AND 2) APPROVE FY 2026 EQUESTRIAN CROSSING PROJECT		
Code sections:			
Attachments:	1. 1. Notice of Intent to Award, 2. 2. Checklist & Bid Tab 202515, 3. 3. K & K Systems, Inc.-Submittal, 4. 4. Equestrian Crossing location map		

Date	Ver.	Action By	Action	Result

ITEM: AUTHORIZATION TO 1) AWARD A CONTRACT FOR THE PURCHASE AND DELIVERY OF RAPID FLASHING BEACONS; AND 2) APPROVE FY 2026 EQUESTRIAN CROSSING PROJECT

REQUEST: Authorization to 1) Award a contract to K & K Systems, Inc., for the purchase and delivery of rapid flashing beacons; and 2) Approve FY 2026 Equestrian Crossing Project in the amount of $195,583.30**.**

EXPLANATION: Staff is seeking authorization to:

1) Award a contract to K & K Systems, Inc., for the purchase and delivery of rapid flashing beacons. The scope of the work includes improving the advance warning system of the bridal crossings throughout the Village. On June 18, 2025, the Village released ITB # 202515 Purchase and Delivery of Rapid Flashing Beacons, seeking qualified firms to provide such services. The solicitation was advertised on Demandstar and the Palm Beach County's Legal Notice site. On July 17, 2025, two (2) proposals were received, meeting the required specifications. The lowest, responsive bidder was K & K Systems, Inc. Projects will be awarded based on the unit price submitted.

The initial terms of the contract will be one (1) year, with the option of three (3) one (1) year additional renewals.

2) Approve FY 2026 Equestrian Crossing Project in the amount of $195,583.30. The project includes the following:

Vendor	Description	Amount	Procurement Method
K & K Systems, Inc	Rapid flashing beacons	$155,908.90	Bid - ITB 202515
K & K Systems, Inc	Flashing Stop Sign	$4,599.00	Quote
Vulcan, Inc	Signage Quote	$3,344.10	Quote
Steffen & Sons Striping, LLC	Striping Quote	$13,951.00	Bid - ITB 202210
	Contingency	$17,780.30	
	Total Project costs	$195,583.30	

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds for the project are available in the Multi-Modal Trails Program.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to 1) Award a contract to K & K Systems, Inc., for the purchase and delivery of rapid flashing beacons; and 2) Approve FY 2026 Equestrian Crossing Project in the amount of $195,583**.**

Purchase and Delivery of Rapid Flashing Beacons		
	"Offers from the vendors listed herein are the only offers	
BID OPENING DATE: July 17, 2025	received timely as of the above receiving date and time.	
BID OPENING TIME: 11:00 AM (local time)	All other offers submitted in response to this solicitation,	
ITB #202515	if any, are hereby rejected as late"	
VENDOR	**K & K SYSTEMS, INC.**	**MARVOL ENTERPRISES, LLC.**
1. Bid submittal-one (1) original and one (1) PDF (CD) Copy or Flash Drive	YES	YES
2. Bid Cover Page	YES	YES
3. Acknowledgement of Addendums (if any)	YES	YES
4. Bid Submittal Form	YES	YES
5. Schedule of Value	YES	YES
6. Questionnaire	YES	YES
7. Drug Free Workplace	YES	YES
8. Sworn Statement under Section 287.133(3) (a)	YES	YES
9. Drug Free Workplace	YES	YES
10. Conflict of Interest	YES	YES
11. Non-Collusion Affidavit	YES	YES
12. Insurance Certificates	YES	YES
13. Copy of Appropriate Licenses	YES	NO
14. E-Verify Memorandum of Understanding (MOU)	YES	NO
15. No Coercion for Labor or Services Affidavit	YES	YES

	BID TABULATION						
	BID NO: 202515						
	Purchase and Delivery of Rapid Flashing Beacons						
				K & K SYSTEMS, INC.		MARVOL ENTERPRISES, LLC.	
Item	Description	Estimated Quantity	Unit of Measure	Unit Price	Total Price	Unit Price	Total Price
1	ECO Rectangular Rapid Flashing Beacons	8	EA	$6,996.35	$55,970.80	$10,640.51	$85,124.08
2	ECO Rectangular Rapid Flashing Beacons without Push Button Pole Assembly	8	EA	$4,888.95	$39,111.60	$7,601.23	$60,809.84
3	ECO Rectangular Rapid Flashing Beacons	4	EA	$7,096.35	$28,385.40	$10,640.51	$42,562.04
4	ECO Rectangular Rapid Flashing Beacons without Push Button Pole Assembly	4	EA	$4,988.95	$19,955.80	$7,601.23	$30,404.92
5	ECO Rectangular Rapid Flashing Beacons	1	EA	$7,296.35	$7,296.35	$10,640.51	$10,640.51
6	ECO Rectangular Rapid Flashing Beacons without Push Button Pole Assembly	1	EA	$5,188.95	$5,188.95	$7,601.23	$7,601.23
			Grand Total		$155,908.90		$237,142.62

BID COVER PAGE

SUBMIT BIDS TO:	REFER ALL INQUIRIES TO PRIMARY CONTACT:	Wellington **INVITATION TO BID** COMMODITY/SERVICE
Wellington Attn: Clerk's Office 12300 Forest Hill Blvd Wellington, FL 33414	Purchasing Division 12300 Forest Hill Blvd Wellington, FL 33414 Phone: 561-791-4154	

BID TITLE:	BID NO:
Purchase and Delivery of Rapid Flashing Beacons	**202515**

NAME OF FIRM, ENTITY, or ORGANIZATION:

K&K Systems, Inc.

NAME OF CONTACT PERSON	VENDOR MAILING ADDRESS:	CITY:	ZIP:	STATE:
Wayne Kasal	687 Palmetto Road	Tupelo	38801	MS
TITLE	**VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):**	**CITY:**	**ZIP:**	**STATE:**
Account Manger				

PHONE NUMBER:
888-414-3003 /
Cell: 662-372-0164

FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):
72-1370925

EMAIL ADDRESS:
wkasal@k-ksystems.com

STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)
N/A; K&K Systems is located in Tupelo, MS.

FAX NUMBER:
662-566-7123

ORGANIZATIONAL STRUCTURE (Please Check One):

Corporation ☒ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other ☐

If Corporation, please provide the following:

(A) Date of Incorporation: 4 / 7 / 1997 (Month / Day / Year) *(B) State or Country of Incorporation:*

SPECIFICATIONS

Push Button Assembly/Separate Pole Assembly

- Complete 10' (bring in info from RRFB Spec) (Also drive base info)
- Assembly to have 2 separate pushbuttons. (height 40" and 70") with PB signs inserted
- **Drive Base**
  - 50' wiring harness to run to main pole

MODEL ECO-RRFB SPECIFICATIONS

Rectangular Rapid Flashing Beacon Push Button/Crosswalk (Meets MUTCD & ITE Standards)

Solar Panel
- Maximum Power (P max) 40 W
- Voltage at Pmax (V mp) 19.44 V
- Current at Pmax (IMP) 2.06 A
- Short-Circuit Current (Isc) 2.18 A
- Open-Circuit Voltage (Voc) 23.33 V

Solid State Regulator (built-in flasher, dimmer and radio)
Crosstalk/Crosswalk 4 is a compact all-in-one solar controller with maximum power point tracking, flasher, and auto-dimmer. Compatible with all 24-7 solar stop beacons, hazard beacons, and has a dry contact for sensor activated beacons. High water level sensor, motion sensor, push button sensor, moisture sensor, or radar sensor.

Adjustable mode duty cycle from 90/10 to 50/50 and change the flashers to activate for 24-7, 3 minutes, 1minute or 1 second. 700 ft. line of sight radio. Antenna included.

Rectangular Rapid flashing Beacon

Aluminum Housing

Control Cabinet/Battery
- Cabinet is 24" High x 16" Wide x 9" Deep, .063, aluminum, located 5' to 6' High from Base Bottom.
- Included battery shall be (1) 55 amp Battery 10" High x 10" Wide x 6" Deep.
- (2) Brackets included with U Bolts or Banded Clamps.

Additional Items:

•40 watt solar panel

•RRFB with mounting hardware

•Signage Z-Brackets (2 @ 16", 2 @ 3" and 1 @ 22".

Complete 17' SPUN Pole Kit: to include all mounting hardware, 17' crash tested 4" round pole aluminum spun pole with pedestal base, top cap, signal mount and control box, and pole collar.

Drive Base (foundation anchor) for pedestal base 4" fins X 48"ht (8" diameter), top plate with mounting bolts.

***New RRFB systems MUST be compatible/able to communicate with the Village of Wellington's existing beacon systems to activate the complete system. They must communicate with our existing 132-D12 (Dual Beacons) with Crosstalk Wireless Controller. The additional Rapid Flashing Beacons will provide Advance Warning to the existing system.**

THE VILLAGE OF WELLINGTON

A GREAT HOMETOWN

Council
Michael J. Napoleone, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager
Jim Barnes

ITB No. 202515
Title: Purchase and Delivery of Rapid Flashing Beacons
Bid Opening: July 17, 2025 at 11:00 AM Local Time
Request for Information Date: June 25, 2025

Request for Information #1

Question 1: Could you provide the bid tabulation or award notice from the previous solicitation?

Response 1: Attached, please find the previous bid tabulation results from ITB #202118.

Received & Acknowledged 7/16/2025.
Dayne Kasal

BID TABULATION						
BID NO: 202118						
PURCHASE AND DELIVERY OF RAPID FLASHING BEACONS AND DUAL BEACONS FLASHERS						
			K & K SYSTEMS, INC.		RED BUD SUPPLY	
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total
ECO Rectangular Rapid Flashing Beacons	8.00	EA	$ 3,273.19	$ 26,185.52	$ 4,091.49	$ 32,731.92
Dual Beacon Flashers	8.00	EA	$ 4,834.63	$ 38,677.04	$ 6,043.29	$ 48,346.32
ECO Rectangular Rapid Flashing Beacons	4.00	EA	$ 3,273.19	$ 13,092.76	$ 4,095.00	$ 16,380.00
Dual Beacon Flashers	4.00	EA	$ 4,834.63	$ 19,338.52	$ 6,050.00	$ 24,200.00
ECO Rectangular Rapid Flashing Beacons	1.00	EA	$ 3,348.19	$ 3,348.19	$ 4,185.25	$ 4,185.25
Dual Beacon Flashers	1.00	EA	$ 4,909.63	$ 4,909.63	$ 6,137.24	$ 6,137.24
	Grand Total			**$ 105,551.66**		**$ 131,980.73**

BID SUBMITTAL

To:

Village of Wellington

12300 Forest Hill Blvd.

Wellington, Florida 33414

K&K Systems, Inc.

(Vendor)

agrees to provide material for the **Purchase and Delivery of Rapid Flashing Beacons** in accordance with the requirements and specifications of the Bid Documents for the Village of Wellington as specified.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Wellington for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Wellington to hold all Bids and Bid guarantees for a period not to exceed one hundred and twenty (120) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

Wayne Kasal

Contractor's Signature

Dated this 16 day of July, 2025

(Month) (Year)

SCHEDULE OF VALUES

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ECO Rectangular Rapid Flashing Beacons	8	EA	$6,996.35
2	ECO Rectangular Rapid Flashing Beacons without Push Button Pole Assembly	8	EA	$4,888.95
3	ECO Rectangular Rapid Flashing Beacons	4	EA	$7,096.35
4	ECO Rectangular Rapid Flashing Beacons without Push Button Pole Assembly	4	EA	$4,988.95
5	ECO Rectangular Rapid Flashing Beacons	1	EA	$7,296.35
6	ECO Rectangular Rapid Flashing Beacons without Push Button Pole Assembly	1	EA	$5,188.95
			Grand Total	$155,908.90

BIDDER/CONTRACTOR declares they have carefully examined the specifications and are thoroughly familiar with the provisions and with the quality, type and grade of service requested herein. The proposers declare to deliver the product/service in accordance with the bid specifications.

BIDDER/CONTRACTOR understands and agrees that this is Unit Price Contract and that contractor will be paid based upon items and quantities actually performed and accepted by Owner. Orders will be placed to the successful bidder(s) on an as-needed when-needed basis to meet Wellington's usage requirements per the pricing above. Wellington reserves the right to order as and when required. No order shall be placed without a purchase order issued by Wellington.

TERM OF CONTRACT: The term of the contract shall be for one (1) year from date of award, and by mutual agreement between Wellington and the awardee(s), be renewable for three (3) additional one (1) year periods. Wellington reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of three (3) year one (1) year renewals.

QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in with the Bid. By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? 28 years

2. What is the last project of this nature that you have completed?
March 2025, K&K supplied Village of Wellington (2) Crosswalk Systems witih separate push button pole assemblies & (2) Rectangular Flashing Beacons to be used as advance warning beacon when triggered by Crosswalk systems.

3. Have you ever failed to complete work awarded to you? If so, where and why? NO

4. Name three individuals or corporations for which you have performed work and to which you refer:

Name	Address	Phone	Email
Richard Parker, Acme Barricade	1675 Commerce Blvd Midway, FL 32343	850-408-6322	rparker@acmebarricades.com
Brandon Judah, Aramsco	1625 Spectrum Dr # 100, Lawrenceville, GA 30043	770.962.2222	bjudah@aramsco.com
Alex Ross, Emerald Coast Striping	1901 N. East Avenue Panama City, FL 32405	850-215-4875	aross@ecstriping.com

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion to Date
N/A				

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? N/A

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed
N/A	

8. What equipment do you own that is available for the work? N/A

Equipment Type	Equipment Type
N/A	

9. What equipment will you purchase for the proposed work? N/A

10. What equipment will you rent for the proposed work? N/A

11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.
N/A

12. The address of principal place of business is 687 Plametto Road Tupelo, MS 38801

13. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows:
Troy G. Keith, President. Barbara K. Keith, Secretary. Timothy A. Keith, Vice President.

14. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.
N/A

15. List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.
N/A

16. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).
ARKANSAS DEPARTMENT OF TRANSPORTATION bid bond for Message Boards (H-25-274W) and Arrow Boards (H-25-267W).

17. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute. None

18. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants. None

19. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details. None

20. List and disclose any and all business relations with any members of Wellington Council. None

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. In order to have a drug-free workplace program, a business must attest to the following:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. We inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Contractor's Signature

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Village of Wellington
[print name of the public entity]

by K&K Systems, Inc. for Wayne Kasal, Account Manager
[print name of entity submitting sworn statement] [print individual's name and title]

whose business address is 687 Palmetto Road Tupelo, MS 38801 and (if applicable) its Federal Employer Identification Number (FEIN) is 72-1370925 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

   X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF Mississippi

Dayl Kasal
[signature]

COUNTY OF Lee

7/16/2025
[date]

Subscribed and Sworn to (or affirmed) before me on 7/16/2025 [date] by Wayne Kasal [name].

He/she is personally known to me or has presented Driver's License [type of identification] as identification.

STATE OF MISSISSIPPI
AMANDA MICHELLE ROBINSON
NOTARY PUBLIC
Lee County
Commission Expires
March 31, 2029
COMMISSION NUMBER 494983

[Notary's Signature and Seal]

Amanda Michelle Robinson
Print Notary Name and Commission No. 494983

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 215.4725 and § 287.135

I, Wayne Kasal, on behalf of K&K Systems, Inc.,
certifies
Print Name Company Name

that K&K Systems, Inc.:
Company Name

1. Is not engaged in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and
5. Has not engaged in business operations in Cuba or Syria.

Wayne Kasal
Signature

Account Manager
Title

7/16/2025
Date

CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

NO CONFLICT:

[X] To the best of our knowledge, the work contemplated by this agreement would not create a conflict of interest due to the undersigned's representation of other clients on projects pending before the Village of Wellington.

[X] To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

[X] To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

[X] To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

POTENTIAL CONFLICT:

[ ] **The undersigned business, by attachment to this form, submits a list of current clients and projects for which it is currently seeking Village approval and which <u>may cause a potential conflict of interest</u> due to any of the above listed reasons or otherwise.**

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT IT IS INELIGIBLE TO PERFORM WORK ON BEHALF OF THE VILLAGE OF WELLINGTON FOR ANY OF THE CLIENTS OR PROJECTS LISTED IN THE ATTACHEMENT TO THIS FORM. FAILURE TO DISCLOSE A POSSIBLE CONFLICT OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

K&K Systems, Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Wayne Kasal
NAME (PRINT OR TYPE)

Account Manager
TITLE

NON-COLLUSION AFFIDAVIT

State of Mississippi

County of Lee

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that the bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a bid for the same materials, services, supplies or equipment, either directly or indirectly, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in disqualification, contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid lists

K&K Systems, Inc.

Name of Bidder

Wayne Kasal

Print name of designated signatory

Signature

Account Manager

Title

On this 16 day of July, 2025, before me appeared Wayne Kasal personally known to me to be the person described in and who executed this ITB#202515 and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.
In witness thereof, I have hereunto set my hand and affixed seal the day and year last written above.

(Affix Seal Here)

STATE OF MISSISSIPPI
AMANDA MICHELLE ROBINSON
NOTARY PUBLIC
Lee County
Commission Expires
March 31, 2029
COMMISSION NUMBER 494983

Signature

Notary Public in and for the State of MS

Amanda Michelle Robinson

(Name Printed)

Residing at 459 Palmetto Rd.
Tupelo MS 38801

My commission expires March 31, 2029

REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to Wellington, we require that you provide us either proof of workers compensation coverage or proof of exemption.

Employers conducting work in the State of Florida are required to provide workers' compensation insurance for their employees. Specific employer coverage requirements are based on the type of industry, number of employees and entity organization. To determine coverage requirements for a specific employer, the following information is provided by the Bureau of Compliance.

Construction Industry - One (1) or more employees, including the owner of the business who are corporate officers or Limited Liability Company (LLC) members. For a list of the trades considered to be in the construction industry see 69L-6.021 Florida Administrative Code.

Non-Construction Industry - Four (4) or more employees, including business owners who are corporate officers or Limited Liability Company (LLC) members.

Please note: Non-construction industry Sole Proprietors or partners in a Partnership are not employees unless they want to be included on the business' Workers' Compensation Insurance policy and file a form DWC 251 with the Division of Workers' Compensation.

Agricultural Industry - Six (6) regular employees and/or twelve (12) seasonal workers who work more than 30 days during a season but no more than a total of 45 days in a calendar year.

Out of State Employers must notify their insurance carrier that they are working in Florida. If there is no insurance, the out of state employer is required to obtain a Florida Workers' Compensation Insurance policy with a Florida approved insurance carrier which meets the requirements of Florida law and the Florida Insurance Code. This means that "Florida" must be specifically listed in Section 3A of the policy (on the Information Page).

An Extraterritorial Reciprocity clause in the home state's statute allows some out of state Employers to work in Florida temporarily using their home state's Workers' Compensation insurance policy.

Contractors are required to make certain that all sub-contractors have the required Workers' Compensation Insurance **before** they begin work on a project. To see the documentation that is required from a sub-contractor, see 69L-6.032 Florida Administrative Code.

If the sub-contractor does not have Workers' Compensation Insurance for its employees, those workers become the employees of the contractor. If an injury occurs, the contractor is responsible for paying the benefits for the work related injury, illness or fatality.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers compensation insurance as per the requirements as outlined above, you must provide the Village with a copy of your Florida Division of Workers' Compensation Certificate of Election to be Exempt.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your business insurance agent, or you may use the following resources to locate an agent: www.faia.com., www.piafl.org/wc-info.pdf , or call (850) 893-8245.

Please be reminded that the furnishing of this information to Wellington is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, of Workers' Compensation Certificate of Election to be Exempt, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Department located at 12300 Forest Hill Boulevard, Wellington, Florida, 33414.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/

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

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

PRODUCER Lipscomb & Pitts Insurance, LLC 2670 Union Ave. Ext. Suite 100 Memphis TN 38112	**CONTACT NAME:** Crystal Annarumma **PHONE (A/C, No, Ext):** 817-336-2377 **FAX (A/C, No):** 817-347-6981 **E-MAIL ADDRESS:** CAnnarumma@higginbotham.net
INSURED K&KSYST-01 K&K Systems, Inc. P.O. Box 1065 Verona MS 38879	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** State Automobile Mutual Insurance Company — 25135 **INSURER B :** State Auto Property & Casualty Insurance Company — 25127 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1615099486 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X BI&PD Ded $1,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	10067752CP	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ $10,000			10200820CU	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	10171055WC - 3	4/1/2025	4/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

The General Liability, Workers' Compensation and Umbrella policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Workers' Compensation and Umbrella policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability and Umbrella policies include a blanket Primary & Non-Contributory endorsement that applies to the certificate holder only when there is a See Attached...

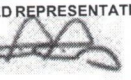
CERTIFICATE HOLDER

Village of Wellington
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 60840
Las Vegas NV 89160

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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7534

STATE TAX COMMISSION
JACKSON, MISSISSIPPI

State of Mississippi

PERMIT TO ENGAGE IN BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY OR SERVICES TAXABLE UNDER THE SALES TAX LAW

THIS PERMIT IS ISSUED AS PROVIDED BY SECTION 27-65-27, MISS. CODE OF 1972, UPON CONDITION THAT THE HOLDER SHALL PAY ALL TAXES ACCRUING UNDER THE PROVISIONS OF THIS ACT AND SHALL KEEP ADEQUATE RECORDS, INCLUDING DAILY SALES AND ALL PURCHASE INVOICES. THESE RECORDS SHALL BE OPEN FOR INSPECTION BY ANY AUTHORIZED AGENT OF THE STATE TAX COMMISSIONER. FAILURE TO KEEP SUCH RECORDS AND TO PAY THE SALES TAX DUE UNDER THIS CHAPTER SHALL BE CAUSE FOR REVOCATION OF THIS PERMIT. PLEASE MAKE ALL SALES TAX REPORTS IN NAME AND ACCOUNT NUMBER SHOWN BELOW. THIS PERMIT AUTHORIZES THE HOLDER TO PURCHASE MATERIALS OR SERVICES FOR RESALE IN THE REGULAR LINE OF BUSINESS, EXEMPT FROM TAX.

ACCOUNT NO. 041-20591-5

ISSUED TO:

K & K SYSTEMS INC

P O BOX 1065
VERONA MS 38879

DATE ISSUED: 10/10/02

BY: ED BUELOW, JR.
COMMISSIONER

This license shall not make lawful any act or thing declared to be unlawful by the State of Mississippi

ORIGINAL

Company ID Number: 129693

INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name:	**K & K SYSTEMS,INC**
Company Facility Address:	**687 PALMETTO ROAD** **TUPELO, MS 38801**
Company Alternate Address:	**PO BOX 1065** **VERONA, MS 38879**
County or Parish:	**LEE**
Employer Identification Number:	**721370925**
North American Industry Classification Systems Code:	**339**
Parent Company:	
Number of Employees:	**20 to 99** Number of Sites Verified for: **1**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- MISSISSIPPI 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**FRANCIS A WILSON**		
Telephone Number:	**(888) 414 - 3003**	Fax Number:	**(662) 566 - 7123**
E-mail Address:	**INFO@K-KSYSTEMS.COM**		

NO COERCION FOR LABOR OR SERVICES AFFIDAVIT

STATE OF Mississippi)

COUNTY OF Lee)

BEFORE ME, the undersigned, personally appeared Wayne Kasal (Name of Affiant), who, first being duly sworn, deposes and says:

1. I have personal knowledge of the facts in this affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.

2. I am the officer or agent of the business entity named below and make this affidavit to comply with section 787.06, Florida Statutes.

3. The business entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.

5. Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NOT.

Affiant Name:

Signature: Wayne Kasal

Title: Account Manager

Business Entity Name: K&K Systems, Inc.

Date: July 16, 2025

SWORN TO AND SUBSCRIBED before me by means of ☑ physical presence or ☐ online notarization, this ___ day of July 16, 2025, by Wayne Kasal (Name of Affiant), as Account Manager (Title) of K&K Systems, Inc. (Name of Business Entity), who is personally known to me or who has produced Driver's License, as identification.

STATE OF MISSISSIPPI
AMANDA MICHELLE ROBINSON
NOTARY PUBLIC
Lee County
Commission Expires
March 31, 2029
COMMISSION NUMBER 494983

Amanda Michelle Robinson

NOTARY PUBLIC, State of: MS

Printed Notary Name:

My Commission Expires:

K&K Systems, inc.
Traffic Safety Products Manufacturer

Eco-RRFB (Rectangular Rapid Flash Beacon)

K&K Systems' Rectangular Rapid Flash Beacon (RRFB) is a device using LED flashing beacons in combination with pedestrian warning signs, to provide a high-visibility strobe-like warning to drivers when pedestrians use a crosswalk. In general, RRFBs are a visual cue that pedestrians may begin crossing the roadway at any time. They are always accompanied by crosswalk markings and signs. Crosswalk RRFBs operate by wireless push button activation. When a pedestrian pushes the button to cross the street, the sign is activated and begins to flash to warn drivers of the crossing pedestrians. The flashing pattern can be activated with pushbuttons or automated (e.g., video or infrared) pedestrian detection.

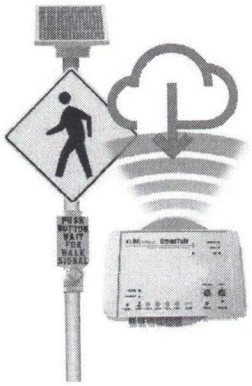
Push Button Assembly:

- 2" Button with momentary switch rated at 36VDC
- 5" x 7" button fixture with crossing sign inserted

Potential Benefits:*

- RRFBs are a lower cost alternative to traffic signals
- An official FHWA-sponsored experimental implementation and evaluation conducted in St. Petersburg, Florida found that RRFBs at pedestrian crosswalks are dramatically more effective at increasing driver yielding rates to pedestrians than traditional overhead beacons.
- RRFBs stutter flash may elicit a greater response from drivers than traditional methods.

* https://safety.fhwa.dot.gov/intersection/conventional/unsignalized/tech_sum/fhwasa09009/

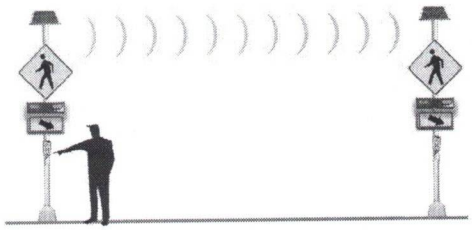


CrossTalk

CrossTalk K&K Systems' CrossTalk device is a compact, all-in-one solar controller, flasher, auto-dimmer and scheduler that is programmed using CrossLink or cellular service. The CrossTalk is located inside the control cabinet. CrossTalk can be used from a central office to control a single sign or multiple signs at multiple locations by programming through the web interface .

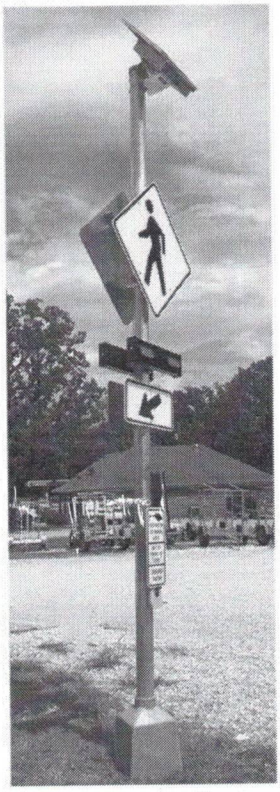
CrossTalk Activation

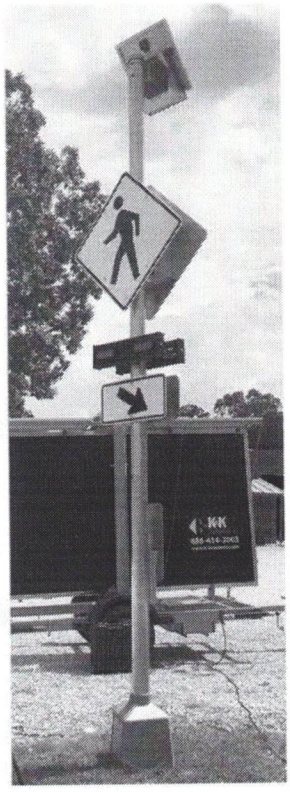
CrossTalk for pedestrian street crossings where people need to cross safely. Pedestrians simply press the button to activate the CrossTalk device located inside the control cabinet. The CrossTalk wirelessly activates the sign alert LEDs on both sides for the programmed amount of time.



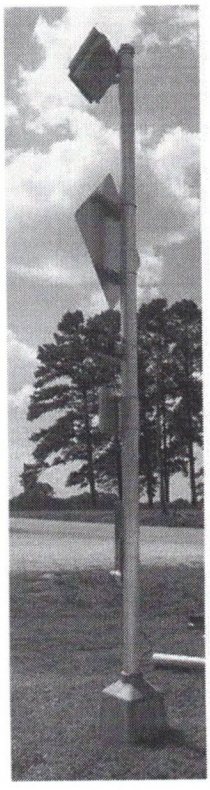
K&K Systems, inc.
Traffic Safety Products Manufacturer
687 Palmetto Rd. Tupelo, MS 38801 • 888.414.3003 toll-free • 662.566.7123 fax • www.k-ksystems.com • sales@k-ksystems.com

DOUBLE - ECO-RRFB (SOLAR POWERED)

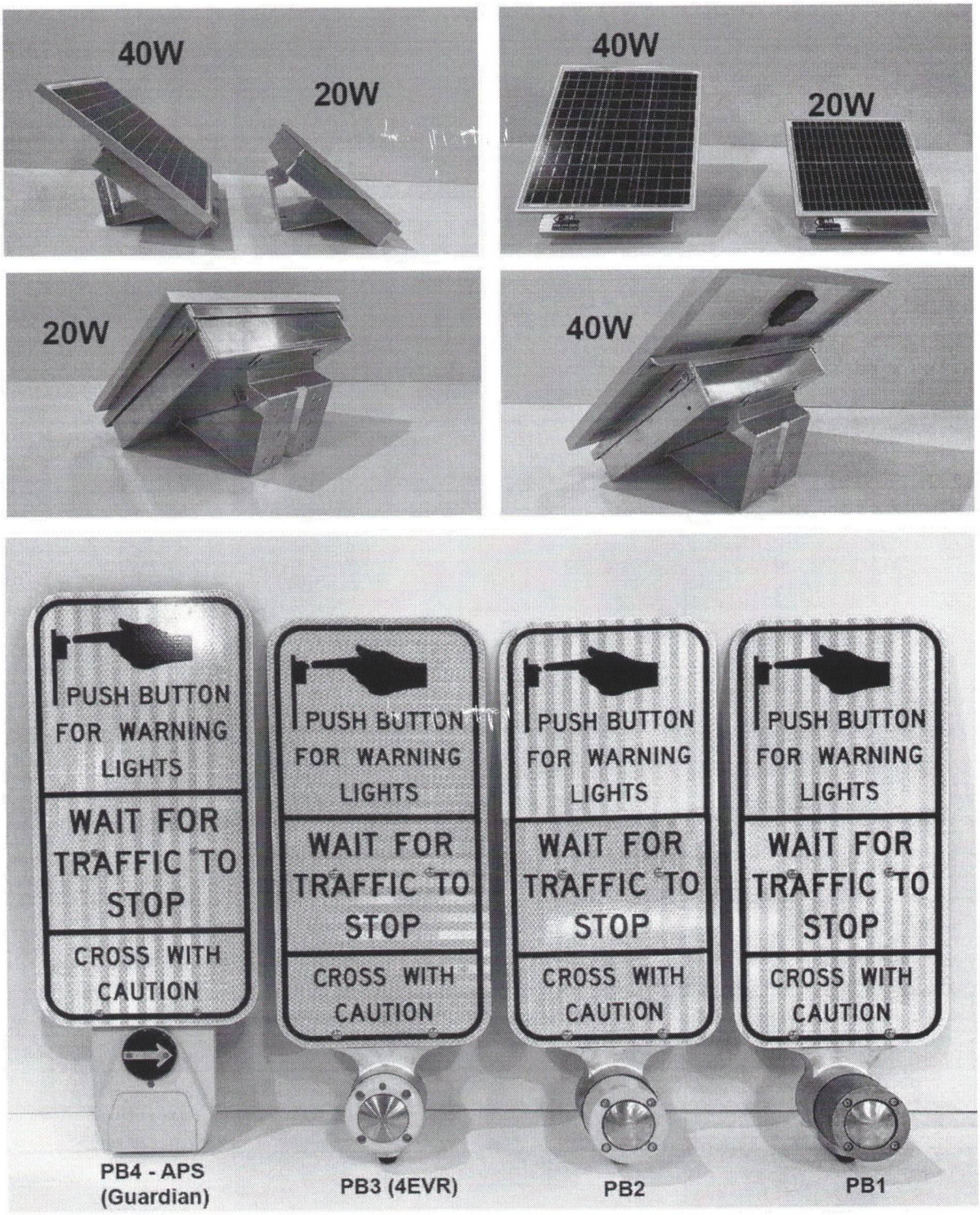




SINGLE - ECO-RRFB (SOLAR POWERED)



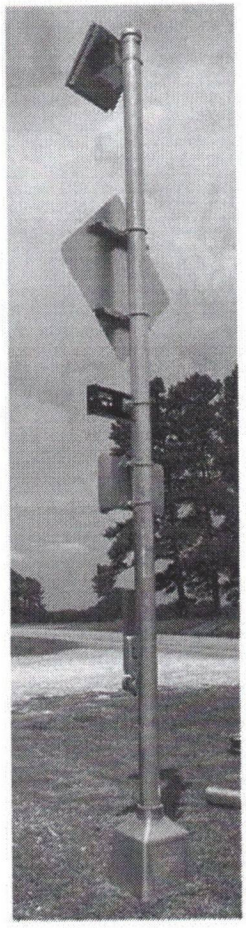
Solar Panels and FDOT R10-25 Signs with Push Button Options



Guardian PB4-APS requires 40 Watt Solar Panel or AC Option

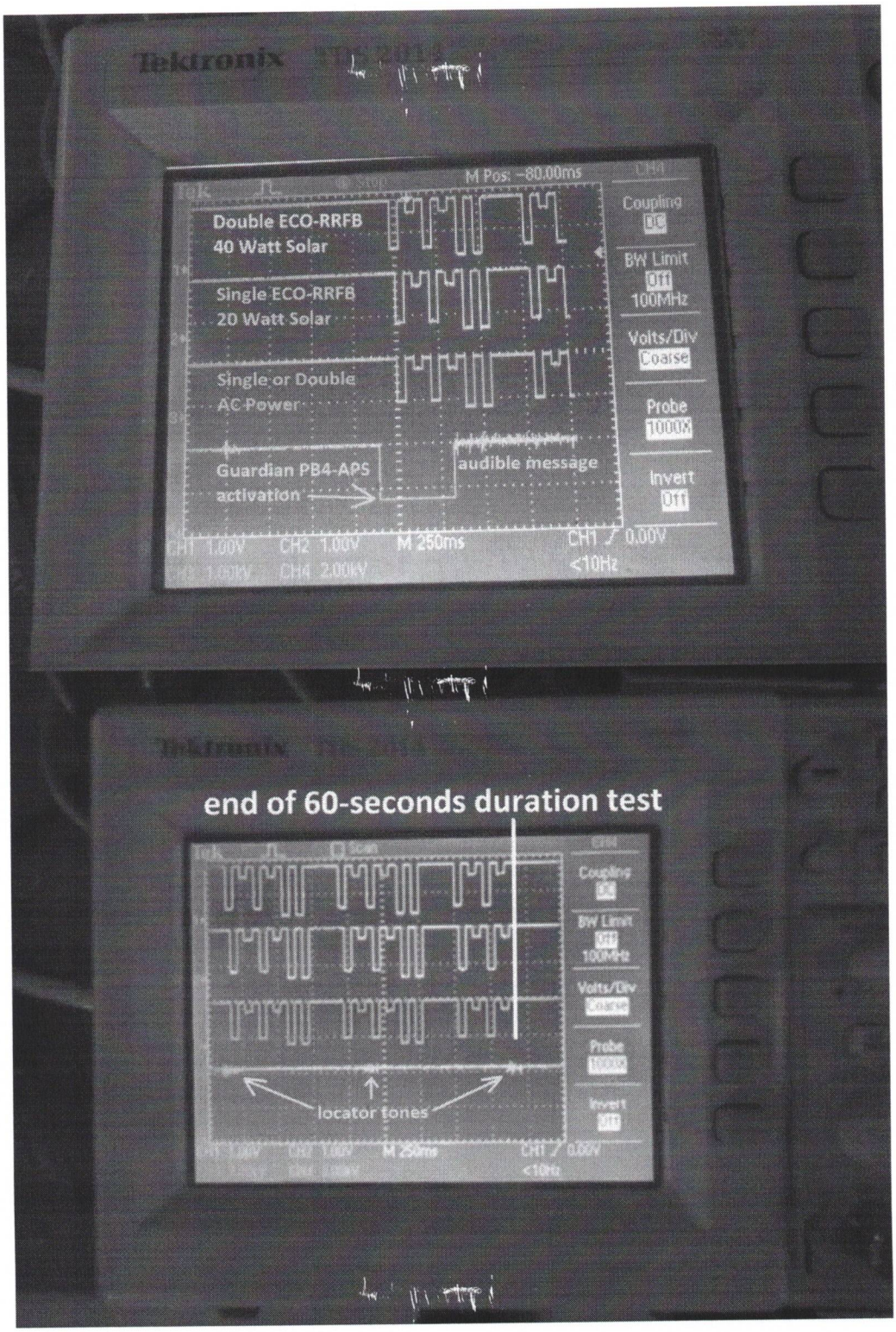
ECO-RRFB - WITH *AC-OPT60* OPTION

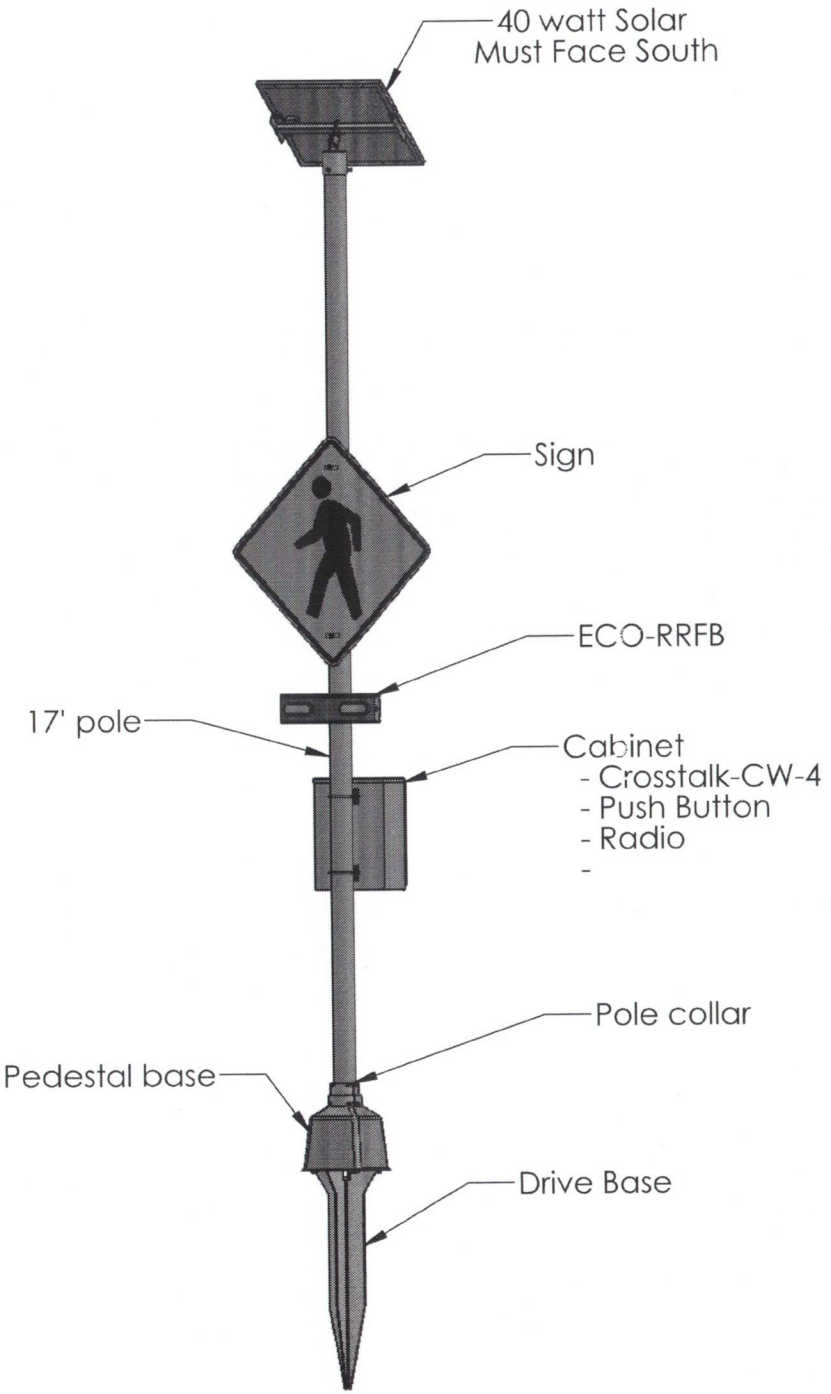
*** UNIT IS AC POWERED, AVAILABLE IN BOTH SINGLE & DOUBLE CONFIGURATION**



ECO-RRFB SERIES	
ECO-RRFB(Standard)	ECO Rectangular Rapid Flashing Beacon. System includes 20W solar, 18a battery, Crosstalk/Crosswalk-4, control cabinet, push button, and radio. Meets MUTCD specifications on flash pattern and SAE J595 LED array
Rectangular Rapid Flasher Beacons(RRFB) Options	
AC-OPT60	Add sealed 60 watt-12VDC power supply.**(Remove the existing battery)**
ADD-RRFB	Add an additional RRFB with Confirmation Lights
ADDBAT12018	Add battery pack - 18 amp, 12V, AGM battery. Dimensions:7.13"x2.99"x6.54"
ADD20W	Additional 20 watts of solar.**(Total of 40 watts)**
CrossTalk-CW-10	Cell - modem; Wireless radio; 900 mhz radio (Approximate 1500 feet range)
PB2(Typical)	Push Button 2 - Button 2" non-corrosive stainless steel, aluminum cap; microswitch; typical movement but is solid state; cannot be stuck in Constant Call; ADA compliant.2
PB3(4-EVR)	Push Button 3 - Solid state Piezo switch; pressure sensitive; cannot be stuck in Constant Call; LED and audible tone; ADA and MUTCD compliant;
PB4-APS(Guardian)	Push Button 4-APS - Solid state Piezo switch;locator tone, custom audio messages; ADA and MUTCD compliant.Available in yellow.Includes 5x7 sign holder (SH1).(**Must add ADD20W**)
W11-2-3030	W11-2 - 30x30 Pedestrian sign
W11-2-3636	W11-2 - 36x36 Pedestrian sign
W11-2-4848	W11-2 - 48x48 Pedestrian sign
W16-7PL-1224	W16-7PL - Left Down Arrow - 12x24
W16-7PR-1224	W16-7PR - Right Down Arrow - 12x24

TERL Testing





K & K SYSTEMS		Office: (888) 414-3003 www.k-ksystems.com	
TITLE:	QUO4456		
DWG. NO.			
DRAWN BY:	James Pilgrim	DATE: 7/16/2025	
CHECKED BY:	Timmy P.	DATE: 7/16/2025	

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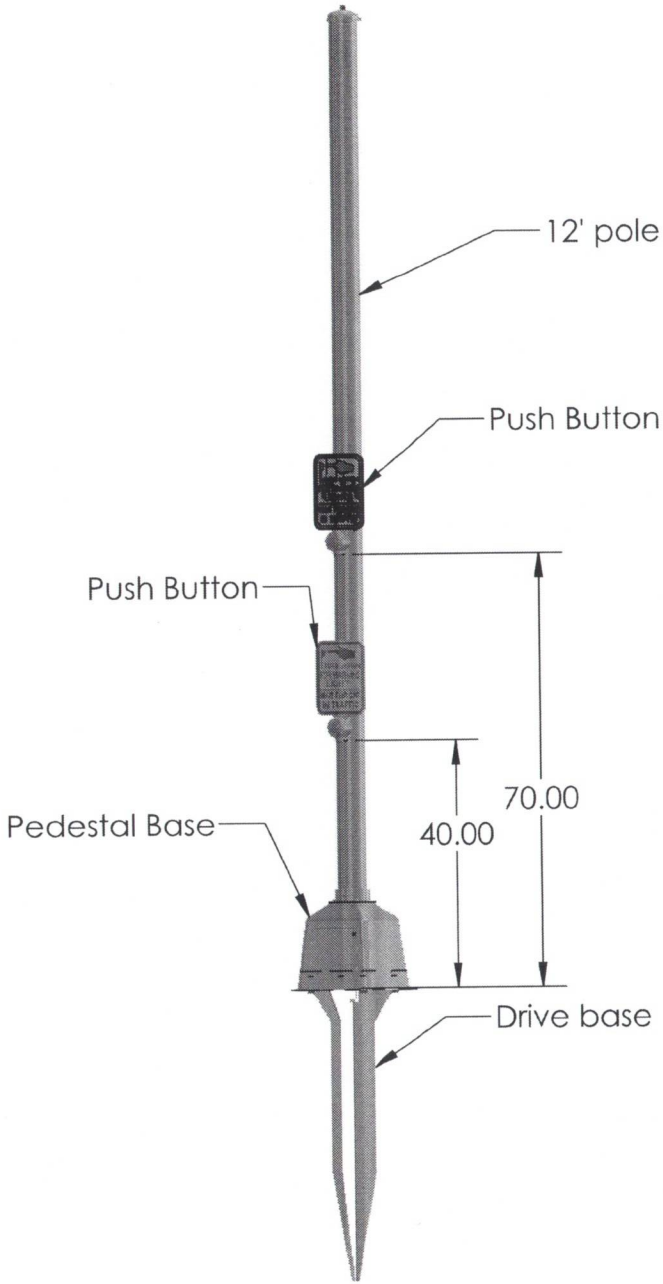
Revision:	Scale: 1:96	Size: 8.5 X 11	of 1



K & K SYSTEMS	Office: (888) 414-3003 www.k-ksystems.com
TITLE: QUO4456	
DWG. NO.	
DRAWN BY: James Pilgrim	DATE: 7/15/2025
CHECKED BY: Timmy P.	DATE: 7/15/2025

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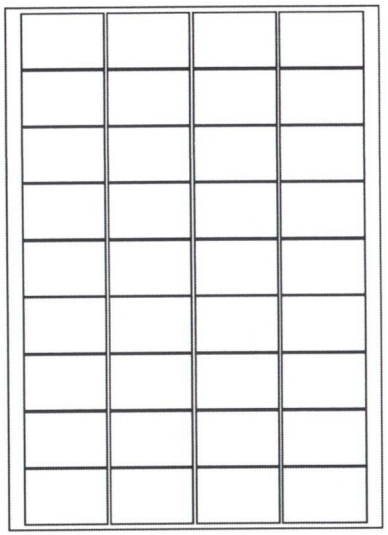
Revision:	Scale: 1:48	Size: 8.5 X 11	of 1



Laminate: Glass / EVA / TPT (tedlar/pet/tedlar) or TPE

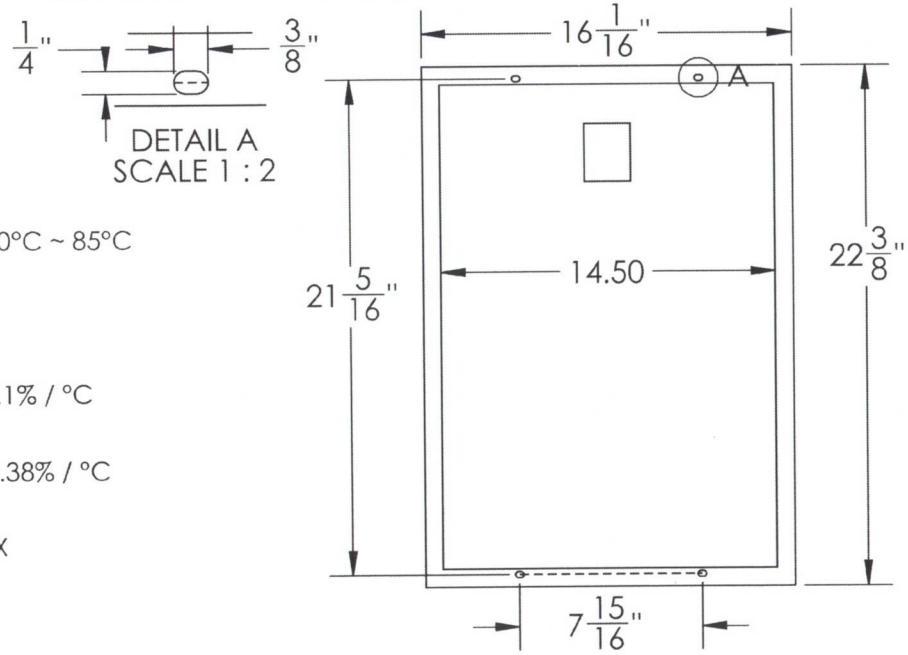
Front Side: High-transmission 3.2mm tempered glass

Back Side: TPT / TPE

Frame: Clear anodized aluminum frame

Output: Junction box

Module Type	Pm(Wp)±5% (Watts)	Vmpp(V)	Impp(A)	Voc(V)	Isc(A)	Module Size	NET
DS-A1-40	40	19.44	2.06	23.33	2.18	22.38" x 16.06" x 1"	4.7



Operation Temperature Range: - 40°C ~ 85°C

NOCT: 48°C ± 3°C

Temperature coefficients of Im: + 0.1% / °C

Temperature coefficients of Vm: - 0.38% / °C

Maximum System Voltage: XX

STC: **1000W/m², 25°C, AM1.5**

K & K SYSTEMS	Office: (888) 414-3003 www.k-ksystems.com
TITLE:	DS-A1-40
DWG. NO.	Panel Specifications
DRAWN BY: James Pilgrim	DATE: 6/5/2025
CHECKED BY: Mike Taylor	DATE: 6/5/2025

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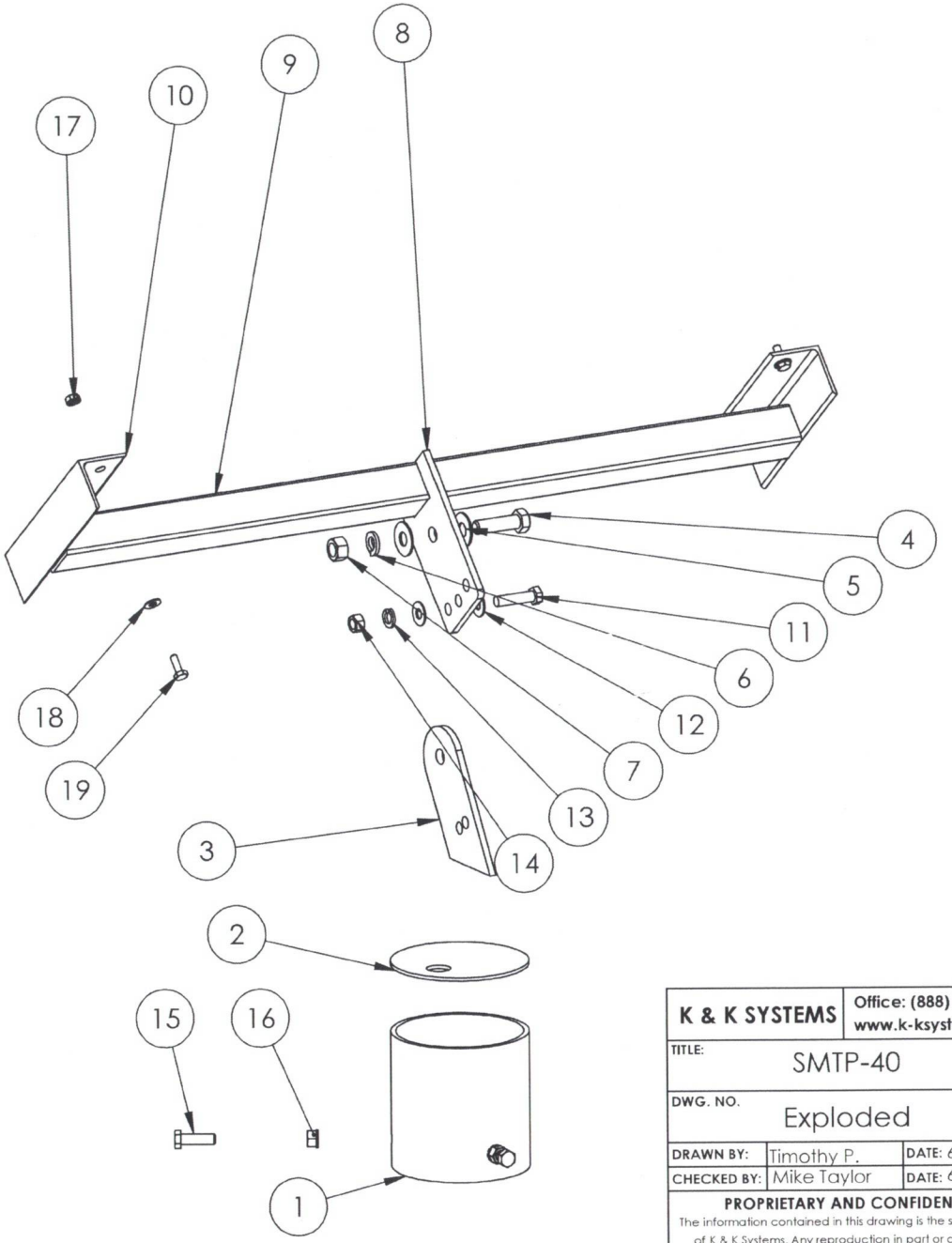
Revision:	Scale: 1:8	Size: 8.5 X 11	Sheet: 1 of 1

ITEM NO.	PartNo	DESCRIPTION	QTY.
1	ME0M55188	5" OD X 5" X .188" X DOM STEEL TUBING	1
2	MES5511	5" x 5" x 11 GA Round	1
3	MES621214	6" X 2 1/2" X 1/4" STEEL PLATE	1
4	FAHBFT1213134SS	1/2-13 X 1-3/4 "NC" HEX BOLT {full thrd} 18-8 SS	1
5	FAFW12114SS	1/2 X 1-1/4 FLAT WASHER 18-8 SS	2
6	FALW12SS	1/2 LOCKWASHER 18-8 SS	1
7	FAHN1213SS	1/2"-13 "NC" FINISHED HEX NUT 18-8 SS	1
8	MES6314	6" X 3' X 1/4" STEEL PLATE	1
9	MET112112221811	1 1/2' X 1 1/2" X 22 1/8" X 11 GA STEEL TUBE	1
10	MEA22718	2" X 2" X 1/8" X 7" STEEL ANGLE	2
11	FAHB3816112SS	3/8-16 X 1-1/2 HEX BOLT 18-8 SS	1
12	FAFW3878SS	3/8 X 7/8 FLAT WASHER (.050 TK) 18-8 SS	2
13	FALW38SS	3/8 Lock Washer	1
14	FAHN3816SS	3/8-16 (NC) Hex Nut	1
15	FAHCSFT3816114SS	3/8-16 X 1-1/4 HEX BOLT	3
16	FALN3816	3/8-16 K-LOCK NUT ZINC	3
17	FANN1420	1/4-20 K-LOCK NUT ZINC	4
18	FAFW1458SS	1/4X5/8 FLAT WASHER18-8 SS	4
19	FAHCS142034SS	1/4-20 X 3/4 HEX BOLT 304 SS	4



K & K SYSTEMS	Office: (888) 414-3003 www.k-ksystems.com
TITLE: SMTP-40	
DWG. NO. Exploded	
DRAWN BY: Timothy P.	DATE: 6/6/2025
CHECKED BY: Mike Taylor	DATE: 6/6/2025

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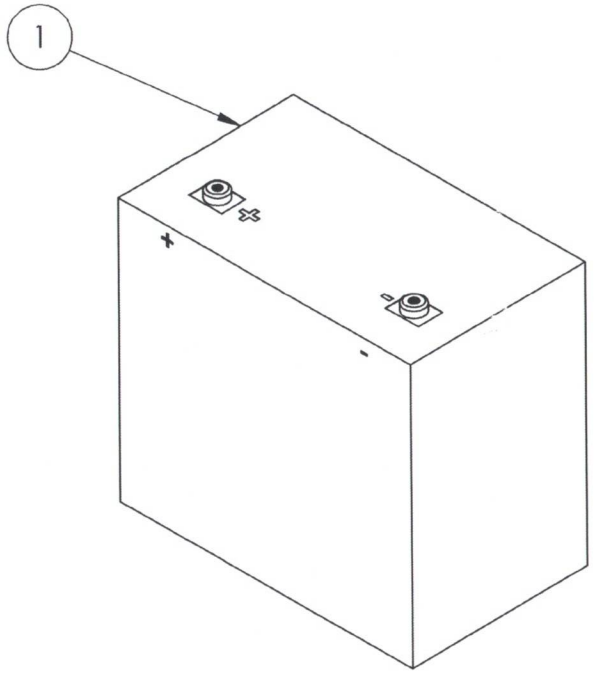
Revision:	Scale: 1:6	Size: 8.5 X 11	Sheet:

ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	BAT-12-55A	12V 55AMP BATTERY	1



K & K SYSTEMS		Office: (888) 414-3003 www.k-ksystems.com	
TITLE: BAT-12-55A			
DWG. NO.			
DRAWN BY:	Timothy P.	DATE: 4/4/2024	
CHECKED BY:	Mike Taylor	DATE: 4/4/2024	

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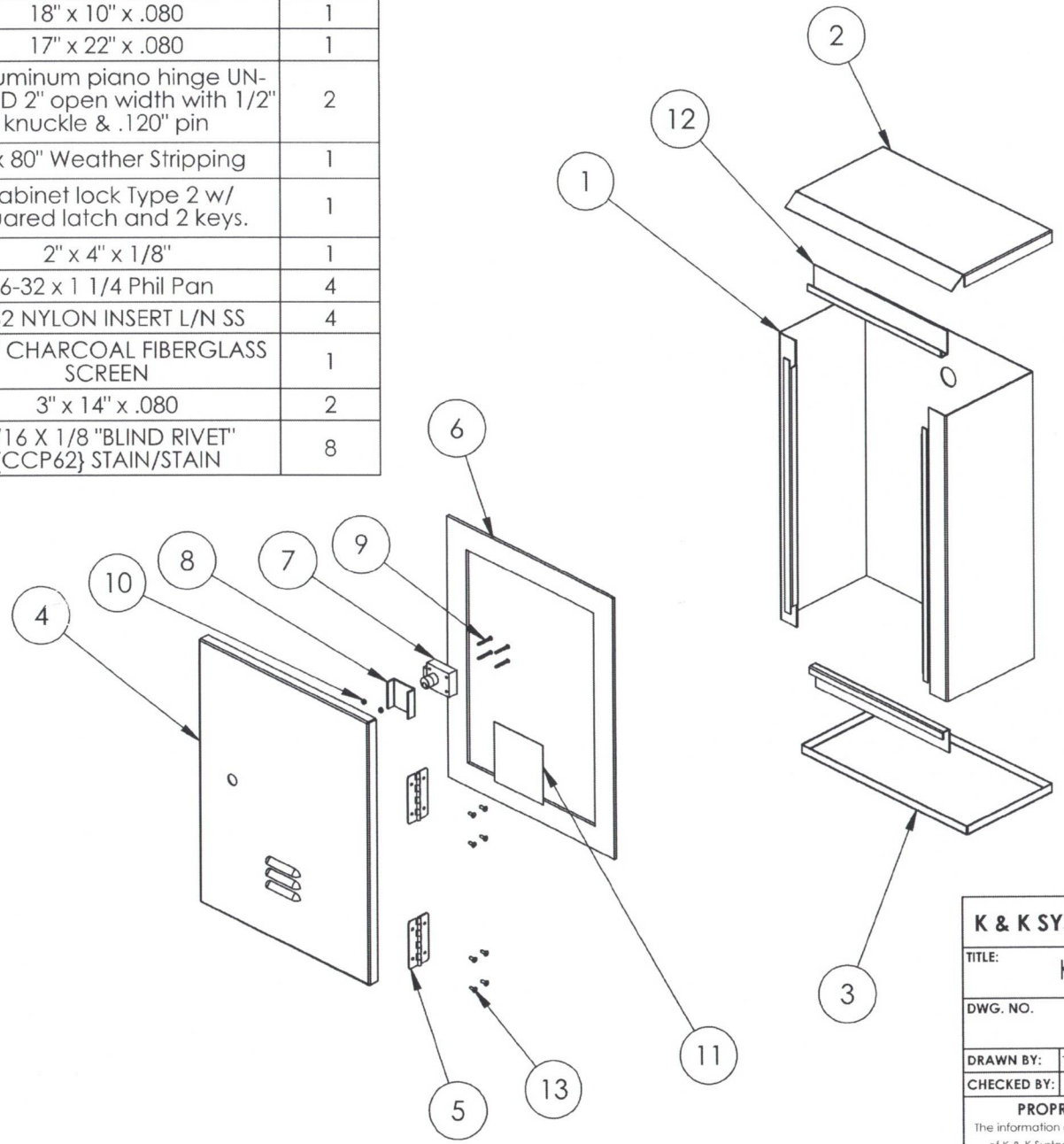
Revision:	Scale: 1:4	Size: 8.5 X 1	f 1

ITEM NO.	PartNo	DESCRIPTION	QTY.
1	MES2441080A	24" x 41" x .080	1
2	MES917080	9" x 17" x .080	1
3	MES1810080	18" x 10" x .080	1
4	MES1722080A	17" x 22" x .080	1
5	SC-Hinge42A	4" aluminum piano hinge UN-STAKED 2" open width with 1/2" knuckle & .120" pin	2
6	SC-WSTRIP280	2" x 80" Weather Stripping	1
7	CL-1026	Cabinet lock Type 2 w/ squared latch and 2 keys.	1
8	MES2418A	2" x 4" x 1/8"	1
9	FAPP632114SS	6-32 x 1 1/4 Phil Pan	4
10	FALN632SS	6-32 NYLON INSERT L/N SS	4
11	TC-CFSCREEN66	6"X6" CHARCOAL FIBERGLASS SCREEN	1
12	MES314080A	3" x 14" x .080	2
13	FABR31618S	3/16 X 1/8 "BLIND RIVET" {CCP62} STAIN/STAIN	8



K & K SYSTEMS	Office: (888) 414-3003 www.k-ksystems.com
TITLE: KK241609-FL	
DWG. NO. Cabinet	
DRAWN BY: Timothy P.	DATE: 6/21/2024
CHECKED BY: Mike Taylor	DATE: 6/21/2024

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Revision: | Scale: 1:12 | Size: 8.5 X 1 | Sheet: 1 of 1

THE VILLAGE OF WELLINGTON

A GREAT HOMETOWN

Council
Michael J. Napoleone, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager
Jim Barnes

NOTICE OF AWARD

Pursuant to Wellington's Purchasing Policies and Procedures, notice is provided as follows:

Reference –
INVITATION TO BID (ITB) #202515 – Purchase and Delivery of Rapid Flashing Beacons

On September 18 2025 Wellington awarded the referenced contract to the following:

- K & K Systems, Inc.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

AGENDA MEMO

TO: **Town Council**

FROM: **Francine Ramaglia, Town Manager**

DATE: **December 2, 2025**

SUBJECT: ***Resolution No. 2025-94*** **– Payment Approval Process**

Background:

The purpose of this item is to adopt a formal policy regarding the approval of Town disbursements. This policy modernizes our accounts payable process by facilitating Electronic Fund Transfers (EFTs) while maintaining strict internal controls and Council oversight.

Following recent discussions by the Town Council regarding financial transparency and operational efficiency, Administration has codified a payment approval workflow that mirrors the scrutiny of traditional check signing while adapting to digital banking standards.

Currently, the reliance on paper checks creates unnecessary costs and increases the risk of fraud, lost payments, and delays. This Resolution establishes a clear policy that:

1. Formalizes the Workflow: Codifies the review process into a strict four-step approval chain involving the Department Head, the designated Financial Officer (CFO/Treasurer), the Town Manager, and the Town Clerk.

2. Ensures Dual Authorization: Maintains the requirement that two (2) Council Members must approve every check or EFT batch before funds leave the bank. These signatures may be digital signatures.

3. Updates Signatory Authority: Automatically links signature authority to a Council Member's term of office, removing the administrative burden of passing new banking resolutions after every election.

The attached policy (Exhibit A) specifically mandates:

- Financial Compliance Review: A dedicated review by the CFO/Finance Director for budget coding, proper supporting documentation and availability prior to executive review.
- Executive Certification: A mandatory review by the Town Manager (or designee) and the Town Clerk.
- Reporting: A commitment to provide Monthly AP Reports and a Quarterly Disbursement Review to Council to ensure ongoing transparency.

Recommendations: Move that Town Council adopt ***Resolution No. 2025-94***.

RESOLUTION NO. 2025-94

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A POLICY REQUIRING TWO COUNCIL MEMBERS TO SIGN BANK CHECKS AND APPROVE ELECTRONIC FUND TRANSFERS (EFT) TO VENDORS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS the Town of Loxahatchee Groves has banking agreements requiring that checks be executed by two council members; and

WHEREAS, it is generally more efficient and safer to pay vendors through electronic fund transfers (EFT) from the Town's bank accounts; and

WHEREAS, the council members authority to sign checks is tied to their term in office and should be automatically transferred to their successor in office upon the end of their term and the beginning of their successor's term; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to have a policy that two council members signatures shall be required on all checks and that all EFT's shall be approved by two council members prior to the completion of the payment transaction to vendors.

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 approves the attached policy concerning signatures required on checks and EFT payments to vendors.

Section 3. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, and the same are hereby repealed to the extent of such conflict.

Section 4. If any section, paragraph, sentence, clause, phrase, or word of this Resolution is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Resolution

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

Council Member _____ offered the foregoing Resolution. Council Member 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 DECEMBER, 2025.

ATTEST:

_____
Valerie Oakes, Town Clerk

APPROVED AS TO LEGAL FORM:

_____
Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____ *Voted:*
Mayor Anita Kane, Seat 3

_____ *Voted:*
Vice Mayor Margaret Herzog, Seat 5

_____ *Voted:*
Councilmember Todd McLendon, Seat 1

_____ *Voted:*
Councilmember Lisa El-Ramey, Seat 2

_____ *Voted:*
Councilmember Paul Coleman II, Seat 4

EXHIBIT A

TOWN OF LOXAHATCHEE GROVES COUNCIL POLICY: PAYMENT APPROVAL AND REPORTING

Section 1. Purpose and Goal The Town of Loxahatchee Groves recognizes that the continued use of paper-based payments results in unnecessary costs, delays, and increased risks of fraud or theft. It is the policy of the Town to guard against financial fraud, increase efficiency, and reduce reliance on paper checks by encouraging payments through Electronic Funds Transfer (EFT) methods.

Section 2. Signatory Authority and Council Terms To ensure continuity of government operations and appropriate authorization:

- **Authorization:** All Council members shall be signatories on the Town's banking accounts.
- **Term Limits:** The authority to sign checks or approve EFTs is tied strictly to the Council member's term in office.
- **Automatic Transition:** This policy authorizes the immediate removal of a Council member as a signatory when their term ends, and authorizes the immediate addition of new Council members upon being sworn into office.
- **Electronic Signatures:** Sign-offs for EFTs and signatures on checks may be executed through a secure electronic signature process implemented by the Town Clerk and the Finance Department.

Section 3. Payment Approval Procedure To maintain strict internal scrutiny on all payments, whether by check or EFT, the following workflow is required:

- **Step 1: Department Head Review** The Department Head responsible for the underlying purchase must first approve the invoice by verifying that goods or services were received, the pricing is accurate, and the documentation is complete.
- **Step 2: Financial Officer Compliance Review** Prior to final executive review, all invoices must undergo a compliance review to verify budget availability, proper supporting documentation and correct account coding.
    - *Designated Reviewer:* This review shall be performed by the **CFO, Treasurer, Finance Director, Budget Manager, or other key financial officer** as designated by the Town Manager.
    - *Employment Status:* This role may be filled by a Town employee or under a turnkey or other professional services contract.
- **Step 3: Town Manager and Town Clerk Review** The Town Manager and the Town Clerk must review and certify the warrant list or check batch prior to submittal to Council.
    - *Town Manager:* The Town Manager **may appoint a designee** to perform this review.
    - *Town Clerk:* The Town Clerk **may not appoint a designee** and must perform this review personally.
- **Step 4: Dual Authorization**
    - **Checks:** All checks require the signature, which may be digital, of two (2) Council members.
    - **EFTs:** The warrant list for EFT payments must be signed off or digitally approved by two (2) Council members before execution.

Section 4. Transparency and Reporting To ensure the Council retains oversight of the Town's financial position, the Administration shall provide:

- **Monthly Reports:** Reports detailing Accounts Payable (AP) aging, encumbrances, and spend-to-budget performance will be prepared by the Financial Officer and posted online.
- **Quarterly Disbursement Review:** A comprehensive list of all disbursements (Check, EFT, and Credit Card) issued during the quarter will be prepared by the Financial Officer for Council review and posted online.

Florida's Last Frontier
Town of
LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470

TO: **Town Council**

FROM: **Jeffrey S. Kurtz, Esq., Town Attorney**

DATE: **December 2, 2025**

SUBJECT: ***Ordinance No. 2025-21*** **- Platting Process**

Background:

The state legislature passed and the governor signed Chapter 2025 – 164 (a copy is attached) making plat approvals an administrative procedure and eliminating the governing bodies of counties and municipalities from having a role in the review process for plats and replats of property within their jurisdiction. Plats are required for the subdivision of land, other than very simple subdivisions. Under the Town's ULDC platting is required for:

(1) Any subdivision of land creating more than four lots.
(2) Any subdivision of land that creates a lot which will require access from a private street pursuant to Article 100, "Access Standards and Subdivision."
(3) Any subdivision of land within a non-residential zoning district.

While the state has determined plats should be handled administratively, that does not eliminate Council consideration of land development and subdivision of lands in the Town. Plats are based on approved site plans and in many ways are just a depiction of what has been approved in the site planning process. Under the ULDC, site plans are required for almost all development of land excluding the development of up to 4 single-family residences on adjacent lots. See below:

Section 155-005. – Mandatory site plan approval. *Approval of a site plan or site plan modification is required prior to any development of land in the Town, except as follows:*
(A). Development of up to four single-family residences on adjacent plots provided that no subdivision sign or community entry feature is proposed.
(B). Administratively approved modifications to approved site plans, limited to the following, provided no variance is required for the modification or that the modification does not violate any condition of site plan approval, and further provided that the modification does not change any verbal commitment or representation from the applicant, agent or owner made at the public hearing or in the application, or other understanding upon which approval may have been based:

(1) Relocation or substitution of landscaping materials.
(2) Minor architectural modifications including the addition of awnings and canopies.
(3) Construction of bus stop shelters.
(4) Erection of signs.

155 F Road Loxahatchee Groves, FL 33470

(5) Diminution in size of a structure.
(6) Demolition of a structure.
(7) Waterbody maintenance activities.
(8) Subdivision of land.
(9) Road maintenance activities. A permit is required under Section 05-040.
(10) Clearing or excavation of land. A permit is required under Section 05-040.

To comply with state law, the attached ordinance has been drafted for Council consideration on first reading.

Recommendation:

Review and direction to proceed with first reading and adoption of ***Ordinance No. 2025 – 21***.

ORDINANCE NO. 2025 - 21

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO PLAT REVIEW PROCESSES; AMENDING PART V "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS" OF THE UNIFIED LAND DEVELOPMENT CODE OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA BY AMENDING ARTICLE 115 "PUBLIC HEARING NOTICES" SECTION 115 -010 "TABLE OF PUBLIC HEARING NOTICE REQUIREMENTS" TO DELETE REFERENCE TO PLATS; AMENDING ARTICLE 120 "QUASI-JUDICIAL HEARINGS" SECTION 120-115 "QUASI-JUDICIAL MATTERS" TO DELETE REFERENCE TO PLATS; AMENDING ARTICLE 140 "SUBDIVISION OF LAND" DIVISION 1 "PLATTING" TO PROVIDE FOR ADMINSTRATIVE REVIEW AND APPROVAL OF PLATS IN ACCORDANCE WITH SECTION 177.071 FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Section 177.071 " Administrative approval of plats or replats by designated county or municipal official." was amended by 2025 - 164 , Laws of Florida, to require that plats be approved administratively without the necessity of review by the governing body of the county or municipality; and

WHEREAS, the existing provisions of Town of Loxahatchee Groves Unified Land Development Regulations (ULDC) does require plat and replat approval to be done by the Town Council; and

WHEREAS, the Town Council wishes to amend the plat provisions of the ULDC to bring the reviewing authority into compliance with state statutes; and,

WHEREAS, the Town Council finds the adoption of the Ordinance serves a public purpose and is in the best interest of the Town.

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

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. The Town Council for the Town of Loxahatchee Groves hereby amends PART V "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS"

Article 115 "Public Hearing Notices" Section 115-010 "Table of Public Hearing Notices" to delete reference to plats and read as follows:

Section 115-010. Table of public notice requirements.

Application Type	**Required Public Hearings**	**Timing of Notice (number of days prior to public hearing that notice must be given)**	**Newspaper Notice Format**	**Mail Notice Radius**	**Sign Posting Required**	**Other Notice**
Administrative Appeal	Town Council	10 days	Standard Ad	Applicant only	No	Posting at Town Hall
Variance	Town Council	10 days	Standard Ad	Within 1,000 feet	Yes	Posting at Town Hall
Special Exception A	Town Council	10 days	Standard Ad	Within 1,000 feet	Yes	Posting at Town Hall
Special Exception B	Not Required	Not Required	Not Required	Abutting Properties	Not Required	Posting at Town Hall
Special Exception C	Not Required	Not Required	Not Required	Abutting Properties	Not Required	Not Required
Site Plan	Town Council	10 days	Standard Ad	Within 1,000 feet	Yes	Posting at Town Hall
~~Plat~~	~~Town Council~~	~~10 days~~	~~Standard Ad~~	~~Within 1,000 feet~~	~~No~~	~~Posting at Town Hall~~
Rezoning initiated by the property owner	Local Planning Agency	10 days	Not Required	Not Required	Yes	Posting at Town Hall
	Town Council (first reading)	10 days	Not Required	Not Required	Yes	Posting at Town Hall
	Town Council (second reading)	10 days	Standard Ad	Within 1,000 feet	Yes	Posting at Town Hall
Rezoning initiated by the City [Town] for fewer than 10 contiguous acres	Local Planning Agency	10 days	Not Required	Not Required	No	Posting at Town Hall
	Town Council	30 days	Standard Ad	All owners of property proposed for rezoning shall be notified	No	Posting at Town Hall

Rezoning initiated by the City [Town] for 10 or more contiguous acres	Local Planning Agency	10 days	Not Required	Not Required	No	Posting at Town Hall
	Town Council (first reading)	See F.S. § 166.041(3)9(c)2			No	Posting at Town Hall
	Town Council (second reading)	See F.S. § 166.041(3)9(c)2			No	Posting at Town Hall
Amendments to Unified Land Development Code (ULDC)	Local Planning Agency	10 days	No	Not Required		Posting at Town Hall
	Town Council (first reading)	See F.S. § 166.041(3)9(c)2			No	Posting at Town Hall
	Town Council (second reading)	See F.S. § 166.041(3)9(c)2			No	Posting at Town Hall
Land use map amendment (small scale per F.S. § 163.3187(1)(c))	Local Planning Agency	See F.S. § 166.041(3)(a)2			Yes	Posting at Town Hall
	Town Council (first reading)	10 days	Yes	Posting at Town Hall	Yes	Posting at Town Hall
	Town Council (second reading)	10 days	Yes	Posting at Town Hall	Yes	Posting at Town Hall
Land use plan amendment (not small scale)	Local Planning Agency	See F.S. § 166.041(3)9(a)2			Yes	Posting at Town Hall
	Town Council (first reading)	See F.S. § 166.041(3)9(c)2			Yes	Posting at Town Hall
	Town Council (second reading)	See F.S. § 166.041(3)9(c)2			Yes	Posting at Town Hall

Section 3. The Town Council for the Town of Loxahatchee Groves hereby amends Part V "Development Review Procedures and Requirements" Article 120 "QUASI-

JUDICIAL HEARINGS" Section 120-115"Quasi-judicial matters" to delete reference to plats and read as follows:

Section 120-015. Quasi-judicial matters.

For the purposes of this article, the following matters, regardless of whether the final determination is made by the Town Council or a board, shall be considered to be quasi-judicial:

(A) Site plans.

~~(B) Plats.~~

(~~C~~B) Conditional use approvals.

(~~D~~C) Category A Special Exceptions, and appeals of denials of Category B and C Special Exceptions by the Town Manager.

(~~E~~D) Variances.

(~~F~~E) Administrative appeals.

(~~G~~F) Site-specific rezonings.

(~~H~~G) Any other matters the Town Attorney determines are subject to quasi-judicial hearing.

Section 4. The Town Council for the Town of Loxahatchee Groves hereby amends Part V "Development Review Procedures and Requirements" Article 140 "SUBDVISION OF LAND" DIVISION I "PLATTING" to provide for administrative review and approval of plats and read as follows:

DIVISION I. PLATTING

Section 140-005. Purpose and intent.

The purpose and intent of this division is to:

(A) Establish procedures and standards for the subdivision of real estate;

(B) Ensure proper legal description, identification, monumentation and recording of subdivisions;

(C) Aid in the coordination of land development with on- and off-site improvements; and

(D) Ensure provision of adequate utilities to support development of each lot.

Section 140-010. Applicability.

No building permit for the construction of a principal building on a parcel of land in the Town shall be issued unless a plat including such parcel has been approved by the Town ~~Council~~ and recorded by the Clerk of Circuit Court in and for Palm Beach County unless:

(A) The parcel was a lot of record existing prior to the date of adoption of this article.

(B) The parcel was issued a certificate of conformity by the Town of Loxahatchee Groves pursuant to Division II of this article.

Section 140-015. Platting required.

(A) No subdivision of land in the Town of Loxahatchee Groves that meets the criteria below shall occur until the Town ~~Council~~ approves a plat of such subdivision, and the plat is subsequently recorded in the public records of Palm Beach County, Florida in accordance with the requirements of this article.

(1) Any subdivision of land creating more than four lots.

(2) Any subdivision of land that creates a lot which will require access from a private street pursuant to Article 100, "Access Standards and Subdivision."

(3) Any subdivision of land within a non-residential zoning district.

Section 140-020. Required improvements and installation.

The adequacy of necessary public or private facilities and services for traffic and pedestrian access and circulation, public schools, solid waste, wastewater disposal, potable water supply, stormwater management, fire-rescue, parks and recreation and similar facilities and services, and potential adverse impacts on adjacent land uses and facilities shall be considered in the review of all subdivision proposals which require platting. No Final Plat shall be recorded until all required improvements set forth in this article are either completed in accordance with the standards of this Code or are guaranteed to be completed by the developer in accordance with an approved developer agreement.

Section 140-025. Site suitability.

Any subdivision of land unsuitable for the proposed type or extent of development shall not be approved unless adequate methods of correction or mitigation are formulated and approved by the Town. All lands subdivided shall be of sufficient land area to comply with the density and intensity standards contained in the Future Land Use Element of the Town of Loxahatchee Groves Comprehensive Plan and shall satisfy the minimum plot size and dimension requirements contained in Part II of this Code. Any subdivision of land proposed shall be in the proper zoning district and have the necessary approvals required for the intended use prior to platting.

Section 140-030. Plat submittal requirements.

In addition to the application submission requirements of Article 110, "General Application Requirements," all plat applications shall be submitted along with the following materials.

(A) Plat drawing. an application for plat approval shall be accompanied by a plat drawing, the overall size of which shall be 24 inches by 36 inches, drawn at a standard engineering scale no smaller than one inch equals 100 feet except when a smaller scale is approved by the Town Manager, and which shows the following:

(1) Proposed subdivision name or identifying title. Such name shall not be the same or in any way so similar to any name appearing on any recorded plat in Palm Beach County as would confuse the records or mislead the public as to the identity of the subdivision, except when an existing subdivision is subdivided as an additional unit or section by the same developer or his successors in title.

(2) A plat location sketch showing the plat in relation to a nearby intersection of two arterial, collector or other well-established existing roadways.

(3) North arrow, scale and date.

(4) Lots and blocks of adjacent recorded plats, giving plat book and page number along with names of such plats.

(5) All existing streets and alleys on or adjacent to the tract, including name and right-of-way width.

(6) The legal description of the property being platted.

(7) All existing easements and rights-of-way within the plat limits with the purpose and the instrument of record labeled.

(8) Location and width of all proposed and required ultimate rights-of-way, alleys, easements; proposed lot lines with dimensions, public areas, and parcels of land proposed or reserved for public use.

(9) Space for signature of the ~~Mayor~~ Town Manager or their designee.

(10) Space for the Town Clerk's signature and Town Seal.

(11) The parcel encompassed by the legal description shown on the plat shall be clearly identified with a heavy line, and shall show dimensions, and either bearings or interior angles of said parcel with independent ties to two or more land corners, or independent ties to a recorded subdivision, and one land corner. When a case arises, where it is impractical to tie to a land corner because of lost or destroyed monuments, and the parcel can be adequately surveyed independent of said land corners, then the following points will be considered acceptable as land ties: Block Corners, Permanent Reference Monuments, or Permanent Control Points from a previously recorded plat. The use of these types of land ties shall be subject to approval by the Town.

(12) Space for plat book and page number outside the border in the upper right hand corner of each page.

(13) Notes or legend, and any tabular data or other data pertinent to the plat, on each page that contains the drawing.

(14) Dedication and acknowledgment language.

(15) Mortgagee approval and acknowledgment language.

(16) All plat dimensions shall be shown accurate to one-hundredths of a foot, except for riparian boundaries, which may be shown as approximate with a witness line showing complete dimension data. Rows of lots with the same dimensions may use ditto marks providing the first and last lots in the row are appropriately dimensioned.

(17) Computation of the square footage of each parcel of land and the acreage of the land proposed to be platted, which shall be accurate to the nearest square foot. All survey and survey information shall be certified by a registered surveyor and mapper licensed in the State of Florida.

(18) At least two benchmarks referenced to the National Geodetic Vertical Datum of 1929. No benchmark shall be established purporting to be based on the National Geodetic Vertical Datum unless the benchmark is certified by a registered surveyor and mapper licensed in the State of Florida and such certification is shown on the plat. The benchmarks shall be of a permanent nature, easily accessible, located within, along or within 200 feet of the plat boundary and described by ties to the plat boundary. The plat shall list in the plat notes the governmental benchmark from which the plat benchmarks were established. Only benchmarks established by federal, state, county or municipal governments shall be acceptable as the starting benchmark.

(19) The plat shall show grid bearings or azimuths, with state plane coordinates shown on all permanent reference monuments and all land ties where the plat lies within sections assigned state plane coordinates that have been recorded in the public records of Palm Beach County. Coordinates may be tabulated when necessary for legibility, and must appear on each page that contains the drawing. State plan coordinates shall be derived from field measurements in conformity with the Minimum Technical Standard for Land Surveying pursuant to Chapter 21, Section 21HH-6, Florida Administrative Code, adopted by the Florida Board of Land Surveyors, September 1, 1981, as may be amended from time to time.

(20) A mathematical closure of the plat boundary shall not exceed three hundredths of a foot.

(21) Space for approval of water control district, special improvement district, or taxing district, as applicable.

(B) A conceptual access plan, drawn at a standard engineering scale no smaller than one inch equals 100 feet, except when a smaller scale is approved by the Town Manager, which shows the following:

(1) The location of the centerline, with dimensions from known land ties, such as section lines or centerlines of right-of-way, of all proposed access locations on all public rights-of-way abutting the plat.

(2) The number and direction of lanes proposed for each driveway or roadway access location.

(3) The proposed minimum distance from the ultimate right-of-way line from the adjacent roadway to the outer edge of any interior service drive or parking space with direct access to the driveway in the access location.

(4) The proposed minimum distance from the ultimate right-of-way line from the adjacent roadway to any proposed gate location.

(C) A current survey, no older than six months, certified by a registered Surveyor and Mapper, which shows the following:

(1) All information necessary for preparation of the plat as required in (A), above.

(2) The location of all existing structures, paved areas and easements on and abutting the property, including the edge of pavement of all abutting streets.

(3) Existing roadway details adjacent to the property including rights-of-way, pavement widths, sidewalks, driveways (curb cuts), curb and gutter, turn lanes, bus bay, medians, median openings, traffic signals and signal equipment, street lights, pull boxes, utility poles and utility equipment, drainage structures, and fire hydrants.

(D) An application for plat approval which abuts a roadway facility that is functionally classified as a State Road and which proposes direct vehicle access to the State Road, shall also be accompanied by a valid Pre-Application approval letter from the Florida Department of Transportation issued pursuant to the "State Highway System Access Management Classification System and Standards," as may be amended from time to time.

(E) The original plat ~~linen~~ drawing prepared pursuant to F.S. ch. 177, as may be amended from time to time, containing all items required herein, and all original signatures required for the executed dedication and acknowledgment and the executed mortgagee approval and acknowledgment shall be provided prior to Town ~~Council consideration~~ recordation of the plat.

(F) The original signatures of the applicable water control district shall be required on the original plat linen prior to Town Council consideration of the plat.

(G) An original title certificate or an attorney's opinion of title with all exceptions. The title certificate or attorney's opinion of title shall:

(1) Be based upon a legal description that matches the plat.

(2) Be based upon a search of the public records within 45 days of submittal.

(3) Contain the names of all owners of record.

(4) Contain the names of all mortgage holders and if there are no mortgages, it shall so state.

(5) Contain a listing of all easements and rights-of-way lying within the plat boundaries, and if there are none, it shall so state.

(6) Contain a listing of all easements and rights-of-way which abut the plat boundaries and are necessary for legal access to the plat, and if there are none, it shall so state.

(H) An ~~CD-ROM containing an~~ electronic copy of the plat in final form to be considered by the Town ~~Council~~, in a format acceptable to the Town Clerk, to be provided prior to ~~Council consideration~~ recordation of the plat, by the Town.

Section 140-035. Platted reservations and dedications.

(A) All streets, alleys, easements, rights-of-way, parks, school sites and public areas shown on an accepted and recorded plat, unless otherwise stated, shall be deemed to have been dedicated or granted, as appropriate, to the public for the uses and purposes thereon stated. Approval and execution of the recorded plat by the Town ~~Council~~ shall constitute, unless otherwise stated, an acceptance of said offer to dedicate, grant or reserve.

Reservations must be clearly indicated as such, and must include the word "reservation," to whom it is reserved and for what purpose.

(B) Dedication to the public of all roads, streets, alleys and other thoroughfares, however designated, shall be for the perpetual use of the public for the full width of such roads, streets, alleys and other thoroughfares, and shall be made by all persons having any interest in any and all the lands abutting on such roads, streets, alleys or other thoroughfares.

Dedications must be clearly indicated as such, and must include the word "dedication," to whom it is dedicated and for what purpose.

Section 140-040. Procedure.

(A) ~~At a regularly scheduled public meeting~~, ~~t~~The Town ~~Council~~ Manager or their designee shall review the application for conformity to the ULDC and shall act upon the application. The Town ~~Council~~ Manager or their designee shall make one of the following determinations:

(1) That the application is in compliance with the applicable standards and minimum requirements of this Code or that vested rights exist with regard to any noncompliance, in which case the Town ~~Council~~ Manager or their designee shall ~~adopt a development order~~ grant~~ing~~ approval of the application;

(2) That the application is not in compliance with the applicable standards and minimum requirements of this Code, in which case the Town Council shall adopt a development order denying the application; or

(3) ~~That the application is not in compliance with the applicable standards and minimum requirements of this Code, but conditions have been determined by the Town Council to be reasonably necessary to ensure compliance with the applicable standards and minimum requirements of this article, and that vested rights exist with regard to any noncompliance, in which case the Town Council shall adopt a development order granting approval of the application with said conditions.~~

(B) Approval or denial shall be ~~bye~~ given by the Town Manager or their designee in writing to the applicant ~~resolution of the Town Council~~.

Section 140-045. Recording.

(A) *[Recordation.]* No plat shall be recorded hereafter unless it shall bear the following signatures on behalf of the Town of Loxahatchee Groves: ~~Mayor on behalf of the~~ Town ~~Council~~ Manager, attestation by the Town Clerk, ~~and final signoff of the Town Manager once any conditions of approval have been met and the plat is in final form and ready for recordation~~.

(B) *Necessary documents and conditions.* Prior to the final Town signoff on the plat, an applicant shall furnish the Town with those documents and materials necessary to evidence and ensure compliance with such requirements, standards, restrictions or conditions of this article, and conditions of approval, as requested by the Town. Such documents and materials may include, but are not limited to, updated opinion of title, bonds or other security, agreements, restrictive covenants, payment of impact fees, deeds, and easements, if evidence of compliance with such requirements, standards, restrictions or conditions is not appropriately contained in the development order or on the plat to be recorded.

(C) *Digital information.* Prior to recording the plat, an applicant shall furnish the Town with a digital file in a PDF format.

(D) *[Plats.]* All plats shall be recorded by the Clerk of Circuit Court in and for Palm Beach County.

Section 5: Conflicts. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 6: Severability. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 7: Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, and that the Sections of this ordinance may be re-numbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase to accomplish such intention.

Section 8: Effective Date. This ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ___DAY OF _____, 2025.

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

	VOTE
ANITA KANE, MAYOR	___
MARGARET HERZOG, VICE MAYOR	___
TODD MCLENDON, COUNCIL MEMBER	___
LISA EL-RAMEY, COUNCIL MEMBER	___
PAUL T. COLEMAN II, COUNCIL MEMBER	-----

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS __ DAY OF _____, 2025.

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

	VOTE
ANITA KANE, MAYOR	____
MARGARET HERZOG, VICE MAYOR	____
TODD MCLENDON, COUNCIL MEMBER	____

LISA EL-RAMEY, COUNCIL MEMBER ____

PAUL T. COLEMAN II, COUNCIL MEMBER ____

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

_____
Mayor Anita Kane

_____ _____
Valerie Oaks, Town Clerk Vice Mayor Margaret Herzog

_____
APPROVED AS TO LEGAL FORM: Councilmember Todd McLendon

_____ _____
Town Attorney Councilmember Lisa El-Ramey

_____
Councilmember Paul Coleman

CHAPTER 2025-164

Committee Substitute for Committee Substitute for Committee Substitute for Senate Bill No. 784

An act relating to platting; amending s. 177.071, F.S.; requiring that certain plat or replat submittals be administratively approved with no further action by certain entities under certain circumstances; requiring the governing body of such county or municipality to designate an administrative authority to receive, review, and process plat or replat submittals; providing requirements for such designation; defining the term "administrative authority"; requiring the administrative authority to submit a certain notice to an applicant; providing requirements for such notice; requiring the administrative authority to approve, approve with conditions, or deny a plat or replat submittal in accordance with the timeframe in the initial written notice to the applicant; requiring the administrative authority to notify the applicant in writing if it declines to approve a plat or replat submittal; requiring that the written notification contain the reasons for denial and other information; prohibiting the administrative authority or other official, employee, agent, or designee from requesting or requiring that the applicant request an extension of time; amending s. 177.111, F.S.; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 177.071, Florida Statutes, is amended to read:

177.071 Administrative approval of plats ~~plat~~ by designated county or municipal official ~~governing bodies~~.—

(1)(a) A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091. The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

(b) As used in this section, the term "administrative authority" means a department, division, or other agency of the county or municipality. For purposes of issuing a final administrative approval of a plat or replat submittal, the term also includes an administrative officer or employee designated by the governing body of a county or municipality, including but not limited to, a county administrator or manager, a city manager, a deputy county administrator or manager, a deputy city manager, an assistant county administrator or manager, an assistant city manager, or other high-ranking county or city department or division director with direct or indirect

oversight responsibility for the county's or municipality's land development, housing, utilities, or public works programs.

(2) Within 7 business days after receipt of a plat or replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

(3) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (2). If the administrative authority does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

(4)~~(1)~~ Before a plat or replat is offered for recording, it must be administratively approved as required by this section ~~by the appropriate governing body~~, and evidence of such approval must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this part:

(a) When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the ~~governing body of the~~ municipality has exclusive jurisdiction to approve the plat or replat.

(b) When a plat or replat lies wholly within the unincorporated areas of a county, the ~~governing body of the~~ county has exclusive jurisdiction to approve the plat or replat.

(c) When a plat or replat lies within the boundaries of more than one county, municipality, or both ~~governing body~~, two plats or replats must be prepared and each county or municipality ~~governing body~~ has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees ~~the governing bodies having said jurisdiction agree~~ that one plat is mutually acceptable.

(5)~~(2)~~ Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the

State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Section 2. Section 177.111, Florida Statutes, is amended to read:

177.111 Instructions for filing plats ~~plat~~.—After the approval by the appropriate administrative authority ~~governing body~~ required by s. 177.071, the plat or replat must ~~shall~~ be recorded by the circuit court clerk or other recording officer upon submission thereto of such approved plat or replat. The circuit court clerk or other recording officer shall maintain in his or her office a book of the proper size for such papers so that they will ~~shall~~ not be folded, to be kept in the vault. A print or photographic copy must be filed in a similar book and kept in his or her office for the use of the public. The clerk shall make available to the public a full size copy of the record plat or replat at a reasonable fee.

Section 3. This act shall take effect July 1, 2025.

Approved by the Governor June 20, 2025.

Filed in Office Secretary of State June 20, 2025.

Town of LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470

TO: **Town Council of Town of Loxahatchee Groves**

FROM: **Jeffrey S. Kurtz, Town Attorney**

DATE: **November 4, 2025**

SUBJECT: **Repeal of *Ordinance No. 2025-18* repealing Section 2-111 "Payment of Money"**

Background:

At the October 7, 2025 meeting, the Town Council discussed the fact that the Town's current and historical practice with regard to signing checks while consistent with its banking agreements, is inconsistent with Section 2-111 "Payment of money" of the Town's Code of Ordinances. The actual practice is that two council members must sign every single check. This practice provides a higher level of review than the current ordinance which indicates that checks can be signed off on by the mayor, vice mayor, director of financial management or the town controller, and countersigned by the manager. A copy of Section 2-111 is attached.

The existing ordinance authorizes the possibility that the administration could make payment through checks without the necessity of any councilmember's signature. In contrast the Town's present banking arrangements require two councilmembers (not necessarily the mayor or vice-mayor) to sign checks. Staff believes that since the administration has prepared the checks and therefore has reviewed the payment, having council members sign the checks, thus giving the council member the ability to review and inquire as to the basis of the payment, provides a higher level of security than the ordinances requirements.

To remedy the conflict and make the practice consistent with the ordinance, my suggestion was to repeal the ordinance in its entirety. The payment provision is not required to be set forth in an ordinance and is more appropriately set forth in resolutions, including resolutions approving banking agreements. A resolution setting forth payment and signatory procedures will be presented to Council at second reading of this ordinance so it is not adopted in conflict to an existing ordinance.

In discussion on this item, direction is sought confirming that Council wants to have all Council members eligible to sign checks and the current practice of having two Council members sign checks without the Manager's countersignature is to continue. With regards to electronic funds

155 F Road Loxahatchee Groves, FL 33470

transfer (eft) Council suggested they be involved in that approval process. Currently, efts are not reviewed by any Council member. Direction is needed as to whether one or two Council members need to review an eft run. Typically, efts payments are made 2 or 3 times a month and approvals at any one time will have 10 or more payments. All eft payments go through the same administrative review confirming the validity of the invoice and authorization for the payment as is done with payments by check.

Recommendation:

Motion to approve ***Ordinance No. 2025-18*** on first reading and direction with respect to a resolution regarding Council participation in the payment process.

ORDINANCE NO. 2025-18

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REPEALING SECTION 2-111 "PAYMENT OF MONEY" OF ARTICLE IV "FINANCE" OF CHAPTER 2 "ADMINISTRATION" OF THE TOWN OF LOXAHATCHEE GROVES CODE OF ORDINANCES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the direction contained in Section 2-111 "Payment of money" of the Code of Ordinances concerning who the appropriate signatories on checks, warrants and electronic funds transfers have been inconsistent with the actual practice of the Town under its banking agreements ; and,

WHEREAS, the designation of who should sign instruments and determination of the appropriate methods of payments is better addressed in a resolution rather than an ordinance; and

WHEREAS, the Town Council has determined the repeal of Section 2-111 will lead to more efficient and effective governance of the Town.

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

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. The Town Council for the Town of Loxahatchee Groves hereby repeals Section 2-111 "Payment of money" of Article IV "Finance" of Chapter 2 "Administration" of the Town of Loxahatchee Groves Code of Ordinances, in its entirety.

Section 3: Conflicts. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4: Severability. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 5: Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, and that the Sections of this ordinance may be re-numbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase to accomplish such intention.

Section 6: Effective Date. This ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ____DAY OF _____, 2025.

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

	VOTE
ANITA KANE, MAYOR	___
MARGARET HERZOG, VICE MAYOR	___
TODD MCLENDON, COUNCIL MEMBER	___
LISA EL-RAMEY, COUNCIL MEMBER	___
PAUL T. COLEMAN II, COUNCIL MEMBER	___

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ___ DAY OF _____ 2025.

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

	VOTE
ANITA KANE, MAYOR	___
MARGARET HERZOG, VICE MAYOR	___
TODD MCLENDON, COUNCIL MEMBER	___
LISA EL-RAMEY, COUNCIL MEMBER	___
PAUL T. COLEMAN II, COUNCIL MEMBER	___

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

_____
Mayor Anita Kane

_____
Valerie Oaks, Town Clerk

_____
Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

_____
Councilmember Todd McLendon

_____
Town Attorney

_____
Councilmember Lisa El-Ramey

_____
Councilmember Paul T. Coleman II

Sec. 2-111. Payment of money.

Money shall be paid out of the town treasury only on warrants, checks and electronic fund transfers signed by the mayor, vice-mayor, director of financial management or the town controller, and countersigned by the manager.

(Ord. No. 2008-04, § 2(2-14), 7-1-2008)

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

TO: **Mayor and Town Council of the Town of Loxahatchee Groves**

FROM: **Francine L. Ramaglia, Town Manager**

DATE: **December 2, 2025**

SUBJECT: **Approval of *Resolution No. 2025-85* to authorize amendments to the Southern Landscaping Plat at 14331 Southern Blvd**

Legal Sufficiency:	☐ **Reviewed**	☐ **Not Reviewed**
	☐ **Approved**	☐ **Not Approved**

Background:

The subject property is a 6.55-acre parcel located along Southern Blvd. and possessing a Land Use designation of Commerical Low and a Zoning designation of Commerical Low.

A Site Plan consisting of a 28,400 square feet commercial facility (Valencia Village) was approved (Resolution 2015-36) by the Town Council on December 1, 2015. However, the project was never developed. Lox Holdings, on behalf of Southern Lawn Equipment, requested a new Site Plan for the subject site which consisted of three one-story commercial buildings (14,400 square feet, 10,000 square feet and 4,000 square feet). The Site Plan was approved by the Town Council on September 8, 2022, through Resolution 2022-54.

After the Site Plan approval, a 3.032-acre portion of the property was identified by the Florida Department of Transportation (FDOT) as a preferred location for a compensation pond to accommodate additional stormwater runoff from the Southern Blvd expansion. A Perpetual Easement (O.R.B. 29172 Pages 1040-1048) was executed between FDOT and the previous owner to implement the drainage concept.

The applicant is requesting to amend its Plat as follows:

A) Items that were extinguished or vacated from the original plat:
    1) Lots
    2) 5’ Utility easement through the center of the subject parcel
B) Items that were created as part of this plat:
    1) Equestrian easement trail
    2) Landscape buffer

3) Public utility easement along south boundary

In addition, there was a requirement for a Restrictive Covenant to prevent the stormwater pond from being converted into buildable space. The City Attorney is in the process of reviewing the Restrictive Covenant for sufficiency.

Code Submittal Requirements

The following documents have been submitted:

1.Plat Drawing
2. Conceptual Access Plan - Since this is only a Plat Amendment and the accesses to the site has already been determined, a Conceptual Access Plan was not required. Instead, the applicant provided copies of the approved Right-Of-Way Permits.
3. Current Survey
4. Application for Plat Approval
5. An original title of certificate of an attorney's opinion of title with all exceptions
6. Original Plat Linen which will be available on the night of the meeting

Code Regulations

The Plat has been reviewed by the Town's Contract Engineer, Town's Contract Planner and the Public Works Director. Based upon their review, the application is in compliance with the applicable standards and minimum requirements of the Town's Unified Land Development Code.

Fiscal Impact:

None

Recommendation/Motion:

Discussion and consideration of ***Resolution No. 2025-85*** Southern Landscaping's request to approve amendments to its Plat for the property at 14331 Southern Blvd.

Attachments:

1.Plat Drawing
2. Copies of the approved Right-Of-Way Permits.
3. Current Survey
4. Application for Plat Approval
5. An original title of certificate of an attorney's opinion of title with all exceptions
6. Restrictive Covenant

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-85

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE LOX HOLDINGS PLAT, FOR LAND OWNED BY LOX HOLDINGS, LLC, CONSISTING OF 6.55 ACRES MORE OR LESS, LOCATED AT 14331 SOUTHERN BOULEVARD BEING APPROXIMATELY 6.55 ACRES GENERALLY LOCATED ON SOUTHERN BOULEVARD BETWEEN ORANGE AVENUE AND LOXAHATCHEE AVENUE AND BOUNDED ON THE NORTH BY TANGERINE BLVD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT "A" TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 177, Florida Statutes requires approval of a plat by the municipality in which it is located; and

WHEREAS, the Town Council, on September 8, 2022, adopted Resolution 2022-54, approving the Southern Lawn Site Plan Amendment for land owned by Lox Holdings, LLC located at 14331 Southern Boulevard, Loxahatchee Groves, Florida; and

WHEREAS, the property owners have submitted a plat for approval; and

WHEREAS, the notice and hearing requirements, as provided for in Section 115-010 *Table of public notice requirements* of the Town of Loxahatchee Groves Unified Land Development Code have been satisfied; and

WHEREAS, the Town Engineering Consultant has completed a Technical Compliance Review (TCR) and recommended approval of the Lox Holdings Plat; and

WHEREAS, the Lox Holdings Plat , was presented to the Town Council at a quasi-judicial public hearing conducted on December 2, 2025; and

WHEREAS, the Town Council has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of Town Consulting Engineer and Town staff.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Loxahatchee Groves as follows:

Section 1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

Section 2. The Town Council has considered the findings in the agenda report dated December 2, 2025 and Town Consulting Engineer TCR and Town staff recommendation and makes the following findings of fact:

1. Lox Holdings Plat is consistent with the purposes, goals, objectives and policies of the Town of Loxahatchee Groves Comprehensive Plan, including standards for building and structural intensities and intensities of use.

2. Lox Holdings Plat is consistent with the previously approved site plan for the property.

3. Lox Holdings Plat, as presented in Exhibit A hereto, complies with Sections 140-030 *Plat submittal requirements* and Section 140-035 *Platted reservations and dedications* of the Town of Loxahatchee Groves Unified Land Development Code (ULDC) as determined by the Town Consulting Engineer. .

Section 3. In accordance with Section 140-040 *Procedure,* of the Town of Loxahatchee Groves Unified Land Development Code the Town Council of the Town of Loxahatchee Groves approves for recordation the Lox Holdings Plat.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. 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 6. This Resolution shall become effective upon adoption.

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

[THIS PORTION INTENTIONALLY LEFT BLANK.]

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 2ND DAY OF DECEMBER 2025.

ATTEST:

Valerie Oakes, Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Voted:
Mayor Anita Kane, Seat 3

Voted:
Vice Mayor Margaret Herzog, Seat 5

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

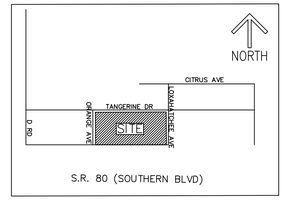
EXHIBIT A

LOX HOLDINGS PLAT

LOX HOLDINGS

BEING A REPLAT OF LOT 208, 209, LOTS 210 TO 215, INCLUSIVE, PLAT 1, LOXAHATCHEE HOMES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 55 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
THOMAS E. WHIDDEN
OF
WHIDDEN SURVEYING & MAPPING, INC.
9200 BELVEDERE ROAD, SUITE 114
ROYAL PALM BEACH, FLORIDA 33411 – (561)790–5515
CERTIFICATE OF AUTHORIZATION NO. LB7232



LOCATION MAP
(NOT TO SCALE)

STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT WAS FILED FOR RECORD AT _____ M.
THIS _____ DAY OF _____
A.D. 2025 AND DULY RECORDED IN PLAT BOOK _____ ON PAGES _____ THROUGH _____.

MIKE CARUSO,
CLERK OF THE CIRCUIT COURT & COMPTROLLER

BY: _____
DEPUTY CLERK

CLERK OF THE CIRCUIT COURT & COMPTROLLER

DEDICATION AND RESERVATION:

KNOW ALL MEN BY THESE PRESENTS THAT LOX HOLDINGS LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LANDS SHOWN HEREON AS LOX HOLDINGS, BEING A REPLAT OF LOT 208, 209, LOTS 210 TO 215, INCLUSIVE, PLAT ONE, LOXAHATCHEE HOMES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 55 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA,

CONTAINING 285,387 SQUARE FEET OR 6.552 ACRES, MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DO HEREBY DEDICATE AS FOLLOWS:

1) LOT 1 IS HEREBY DEDICATED IN PERPETUITY TO LOX HOLDINGS LLC, ITS SUCCESSORS AND ASSIGNS, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF LOX HOLDINGS LLC, ITS SUCCESSORS AND ASSIGNS WITHOUT RECOURSE TO LOXAHATCHEE GROVES.

2) THE UTILITY EASEMENTS RUNNING ADJACENT AND PARALLEL TO THE PUBLIC RIGHT–OF–WAYS AS SHOWN HEREON, ARE NONEXCLUSIVE EASEMENTS AND ARE HEREBY DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING, BUT NOT LIMITED TO, POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, ELECTRIC POWER LINES, TELECOMMUNICATIONS LINES, CABLE TELEVISION LINES, GAS LINES, AND RELATED APPURTENANCES. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. IF OTHERWISE APPROVED BY PALM BEACH COUNTY, NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS OR FENCES SHALL BE INSTALLED WITHIN THESE EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT, ITS SUCCESSORS AND ASSIGNS.

3) THE LIMITED ACCESS EASEMENTS ("LAE") AS SHOWN ARE HEREBY DEDICATED TO THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, FOR THE PURPOSES OF CONTROL AND JURISDICTION OVER ACCESS RIGHTS. PORTIONS OF THE LAE MAY BE VACATED BY THE TOWN FOR ANY PORTION BEING AFFECTED BY FUTURE SUBDIVISION OF OTHER TRACTS OR PODS WHEREAS VEHICULAR CONNECTIVITY TO TO PUBLIC RIGHTS–OF–WAY IS DEEMED APPROPRIATE THROUGH THE TOWNS RESOLUTION PROCESS FOR APPROVALS FOR FUTURE SITE PLANS.

4) LANDSCAPE BUFFER EASEMENTS SHOWN HEREON ARE EASEMENTS HEREBY RESERVED FOR LANDSCAPE BUFFER, DRAINAGE AND SIGNAGE PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF THE UNDERLYING LANDOWNER, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE TOWN OF LOXAHATCHEE GROVES, FLORIDA.

5) THE EQUESTRIAN TRAIL EASEMENT ("EE") AS SHOWN HEREON IS HEREBY DECLARED TO BE AN EQUESTRIAN TRAIL FOR PUBLIC USE AND SHALL BE MAINTAINED AS A HORSE TRAIL AND ARE HEREBY DEDICATED IN PERPETUITY TO LOX HOLDINGS LLC, ITS SUCCESSORS AND ASSIGNS, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF LOX HOLDINGS LLC, ITS SUCCESSORS AND ASSIGNS WITHOUT RECOURSE TO TOWN OF LOXAHATCHEE GROVES.

6) LOT 1 AS SHOWN HEREON IS SUBJECT TO THAT DECLARATION OF RESTRICTIVE COVENANTS AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ANY SUPPLEMENTS AND/OR AMENDMENTS THERETO.

ALL PREVIOUS PLATS OF THESE LANDS SHOWN HEREON ARE CANCELED OR SUPERCEDED.

IN WITNESS WHEREOF, THE ABOVE–NAMED LOX HOLDINGS LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS CORPORATE OFFICER,

THIS _____ DAY OF _____, 2025.

LOX HOLDINGS LLC,
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: _____
PRINT NAME _____

BY: _____
Eric Garoutte
PRESIDENT

WITNESS: _____
PRINT NAME _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY ERIC GAROUTTE AS PRESIDENT FOR LOX HOLDINGS LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE CORPORATION, WHO IS [ ] PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

(SEAL)

_____
NOTARY PUBLIC
_____
PRINT NAME
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

LOX HOLDINGS SEAL | BANK SEAL | COUNTY ENGINEER SEAL | REVIEWING SURVEYOR SEAL

TITLE CERTIFICATION:

STATE OF FLORIDA
COUNTY OF PINELLAS

I, _____, OF TITLE SEARCH FLORIDA, INC., DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN LOX HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY; THAT THE CURRENT TAXES HAVE BEEN PAID; AND THAT ALL PALM BEACH COUNTY SPECIAL ASSESSMENT ITEMS, AND ALL OTHER ITEMS HELD AGAINST SAID LANDS HAVE BEEN SATISFIED; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: _____

_____
PRINT NAME
TITLE SEARCH FLORIDA, INC.

MORTGAGEE'S JOINDER AND CONSENT:

STATE OF _____
COUNTY OF _____

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF THAT MORTGAGE, UPON THE PROPERTY DESCRIBED HEREIN AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNERS THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS BOOK _____, AT PAGE _____, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE _____ BANK HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS _____, AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS _____ DAY OF _____, 2025.

_____ BANK,
A _____
AUTHORIZED TO DO BUSINESS IN FLORIDA

WITNESS: _____
PRINT NAME: _____

BY: _____
PRINT NAME: _____
TITLE: _____

WITNESS: _____
PRINT NAME: _____

ACKNOWLEDGEMENT:

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY _____ _____ FOR _____ BANK, A _____, AUTHORIZED TO DO BUSINESS IN FLORIDA, ON BEHALF OF THE _____, WHO IS [ ] PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

(SEAL)

_____
NOTARY PUBLIC
_____
PRINT NAME
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

APPROVALS, LOXAHATCHEE GROVES WATER CONTROL DISTRICT:

THE PLAT IS HEREBY APPROVED FOR RECORD BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, THIS ___ DAY OF _____, 2025.

ATTEST: _____ BY: _____

DATED: _____

APPROVALS, TOWN OF LOXAHATCHEE GROVES:

THE PLAT IS HEREBY APPROVED FOR RECORD BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES PURSUANT TO THE ORDINANCES OF THE SAID TOWN IN ACCORDANCE WITH SECTION 1770.71(2), F.S., THIS ___ DAY OF _____, 2025.

ATTEST: _____
VALERIA OAKES
TOWN CLERK

BY: _____
ANITA KANE
TOWN MAYOR

BY: _____
FRANCINE RAMAGLIA
TOWN MANAGER

DATED: _____

BY: _____
RANDY WERTEPNY. P.E.
TOWN ENGINEER

REVIEWING SURVEYOR:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY IN ACCORDANCE WITH CHAPTER 177.081(1) OF THE FLORIDA STATUTES AND THE ORDINANCES FOR THE TOWN OF LOXAHATCHEE GROVES, FLORIDA. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF THE GEOMETRIC DATA OR THE FIELD VERIFICATION OF THE PERMANENT REFERENCE MARKERS (P.R.M.'S) OR PERMANENT CONTROL POINTS (P.C.P.'S).

BY: _____ DATE: _____
PAUL ENGLE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO.: LS5708

SURVEYOR & MAPPER'S NOTES:

1. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.
2. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT TOWN OF LOXAHATCHEE ZONING REGULATIONS.
3. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE COUNTY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF N88°36'56"W, ALONG THE NORTH RIGHT–OF–WAY LINE OF STATE ROAD 80 (SOUTHERN BLVD), RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 2007 ADJUSTMENT).
5. ALL LINES INTERSECTING CIRCULAR CURVES (IF ANY) ARE NON–RADIAL, UNLESS SHOWN OTHERWISE.
6. "NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS AND EASEMENTS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
7. BENCHMARKS SHOWN HEREON ARE RELATIVE TO THE (NGVD29) NATIONAL GEODETIC VERTICAL DATUM OF 1929. BENCHMARK ORIGIN SHOWN IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), AS ESTABLISHED BY THE NATIONAL GEODETIC SURVEYS CONTROL POINT "H 413" PID AD8196 HAVING A PUBLISHED ELEVATION OF 16.69' (NAVD88). WITH A CONVERSION FACTOR OF +1.49 TO NGVD29.
8. LOT 1 SHOWN HEREON IS SUBJECT TO THAT UNDERGROUND EASEMENT (BUSINESS) AS RECORDED IN OFFICIAL RECORDS BOOK 35800, PAGES 1803–1804 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYOR & MAPPER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) AND MONUMENTS ACCORDING TO SEC. 177.091(9), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW AND THAT MONUMENTS AND PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET UNDER THE GUARANTEES POSTED WITH THE TOWN OF LOXAHATCHEE GROVES FOR THE REQUIRED IMPROVEMENTS,; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED AND THE ORDINANCES OF PALM BEACH COUNTY, FLORIDA.

DATED: _____

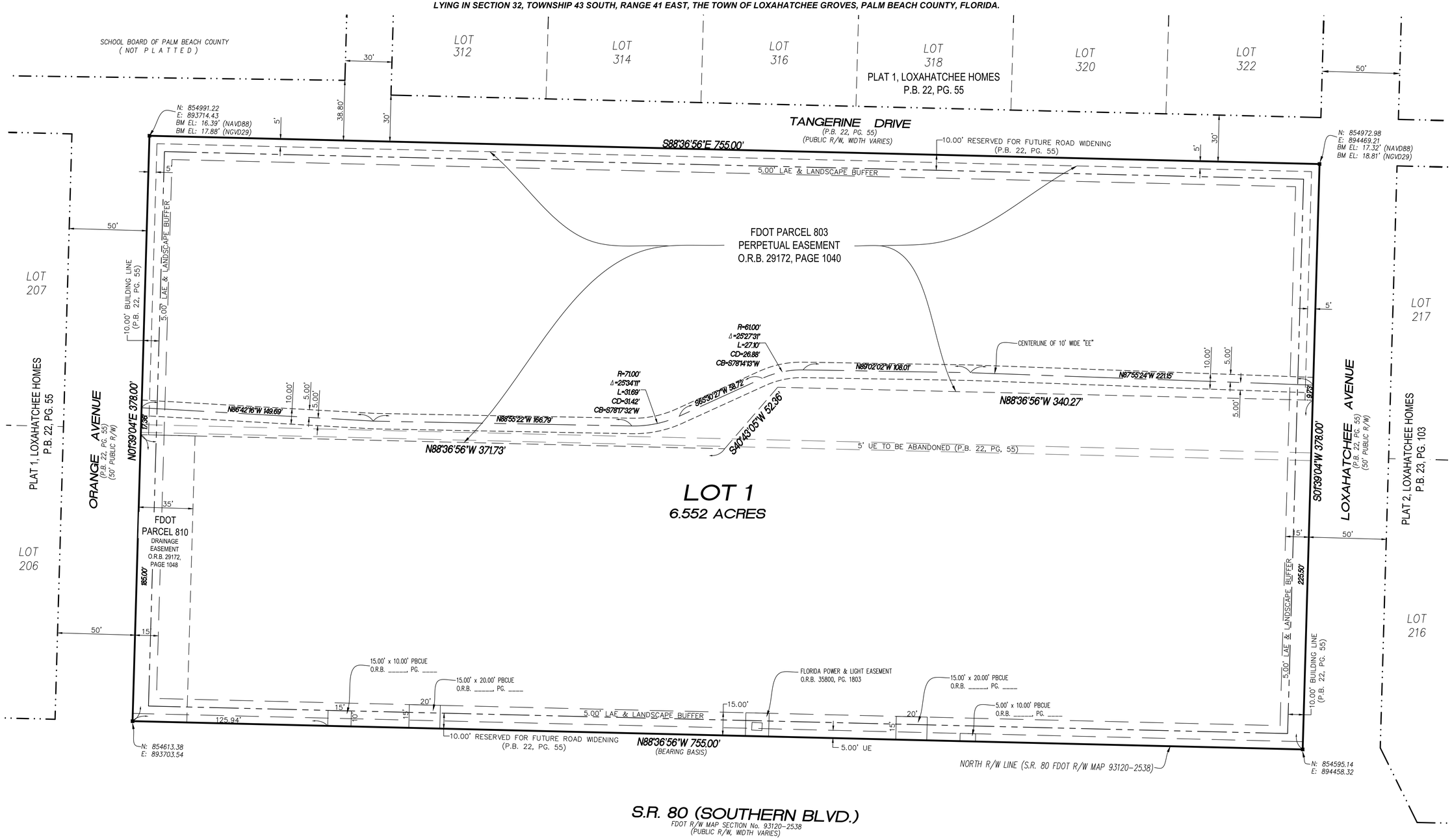
_____
THOMAS E. WHIDDEN
PROFESSIONAL LAND SURVEYOR #6225
STATE OF FLORIDA
CERTIFICATE OF AUTHORIZATION LB #7232

SURVEYOR

SHEET 1 OF 2

LOX HOLDINGS

BEING A REPLAT OF LOT 208, 209, LOTS 210 TO 215, INCLUSIVE, PLAT 1, LOXAHATCHEE HOMES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 55 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA.



NORTH

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)

1 INCH = 30 FEET

LEGEND/ABBREVIATIONS:

BM – BENCHMARK
CB – CHORD BEARING
CD – CHORD DISTANCE
Δ – DELTA ANGLE
N – NORTHING (WHEN USED WITH COORDINATES)
E – EASTING (WHEN USED WITH COORDINATES)
EE – EQUESTRIAN EASEMENT
ESMT. – EASEMENT
FDOT – FLORIDA DEPARTMENT OF TRANSPORTATION
LAE – LIMITED ACCESS EASEMENT
LB – LICENSED BUSINESS
O.R.B. – OFFICIAL RECORD BOOK
PBC – PALM BEACH COUNTY
PBCUE – PALM BEACH COUNTY UTILITY EASEMENT
P.B. – PLAT BOOK
PG. – PAGE
UE – UTILITY EASEMENT
R/W – RIGHT-OF-WAY

■ – DENOTES SET PERMANENT REFERENCE MONUMENT
4"x 4"X 24" CONCRETE MONUMENT WITH
NAIL & DISK STAMPED "WSM PRM LB#7232"

NOTES
COORDINATES, BEARINGS AND DISTANCES

COORDINATES SHOWN ARE GRID
DATUM = NAD 83 2007 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNIT = U.S. SURVEY FEET
COORDINATE SYSTEM 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND, UNLESS OTHERWISE NOTED
SCALE FACTOR = 0.99966488
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

THIS INSTRUMENT PREPARED BY
THOMAS E. WHIDDEN
OF
WHIDDEN SURVEYING & MAPPING, INC.
9200 BELVEDERE ROAD, SUITE 114
ROYAL PALM BEACH, FLORIDA 33411 – (561)790-5515
CERTIFICATE OF AUTHORIZATION NO. LB7232

SHEET 2 OF 2

SCHOOL BOARD OF PALM BEACH COUNTY
(U N P L A T T E D)

LOT 312 | LOT 314 | LOT 316 | LOT 318 | LOT 320 | LOT 322

FOUND 2"x2" CONCRETE MONUMENT (NO IDENTIFICATION)

FOUND 2"x2" CONCRETE MONUMENT (NO IDENTIFICATION)

10' RESERVED FOR FUTURE ROAD WIDENING (PLAT BOOK 22, PAGE 55)

FOUND 2"x2" CONCRETE MONUMENT (NO IDENTIFICATION)

FOUND 1" IRON PIPE (NO IDENTIFICATION)

TANGERINE DRIVE
(30' R/W)

SHELLROCK ROAD

S88°36'56"E 755.00'

FOUND 5/8" IRON ROD & CAP "LB 7232"

FOUND 5/8" IRON ROD & CAP "LB 5032"

BUILDING LINE PER PLAT

SCALE IN FEET

LOT 207

SHELLROCK ROAD

FOUND 3/4" IRON PIPE (NO IDENTIFICATION)

N0°39'04"E 378.00'

TOP OF BANK

TOE OF SLOPE

RETENTION AREA

LOT 209

LOT 211

LOT 213

LOT 215

F.D.O.T. PARCEL 803
PERPETUAL EASEMENT
3.032 ACRES ±
O.R.B. 29172, PAGE 1040

S01°39'04"W 189.00'

CATCH BASIN

CATCH BASIN

TOE OF SLOPE

TOP OF BANK

℄ 5' UTILITY EASEMENT

F.D.O.T. PARCEL 810
35' DRAINAGE EASEMENT
6,469 SQ.FT.
O.R.B. 29172, PAGE 1040

LOT 208

LOT 206

ORANGE AVENUE
(50' R/W)

10' BUILDING LINE (PLAT BOOK 22, PAGE 55)

214.6'

400.2'

215.0'

338.0'

AREA UNENCUMBERED BY F.D.O.T.
PERPETUAL EASEMENT
3.52 ACRES ±

FORMBOARDS ONLY
TOP OF FORMS = 19.5
(NAVD88)

70.0'

73.0'

LOT 210

LOT 212

LOT 214

128.1'

127.9'

FOUND 5/8" IRON ROD (NO IDENTIFICATION)

FDOT R/W

FOUND 5/8" IRON ROD & CAP "WSM LB 7232" ALSO, FOUND X-X" CONCRETE MONUMENT 0.89' S. & 1.62' W.

10' RESERVED FOR FUTURE ROAD WIDENING (PLAT BOOK 22, PAGE 55)

N88°36'56"W 755.00'
(BEARING BASIS)

NORTH RIGHT OF WAY LINE FOR STATE ROAD 80 PER FDOT R/W MAP 93120-2538

FOUND 5/8" IRON ROD & CAP "WSM LB 7232"

VALENCIA DRIVE
(30' R/W)

12" CMP

CATCH BASIN

CATCH BASIN

CONCRETE MITRED END

CONCRETE MITRED END

CONCRETE W/ 3 HANDHOLES

ASPHALT PATH

CONCRETE WALKWAY

CONCRETE

LOT 108 | LOT 110 | LOT 112 | LOT 114

FDOT R/W

LOXAHATCHEE AVENUE
(50' R/W)

S01°39'04"W 378.00'

SURVEYORS NOTES:

1. THIS IS A BOUNDARY SURVEY AS DEFINED IN CHAPTER 5J-17.050, FLORIDA ADMINISTRATIVE CODE AND WAS PREPARED UTILIZING THE DESCRIPTION FOUND IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 11842, PAGE 1366 AND IN OFFICIAL RECORDS BOOK 19522 PAGE 1023 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

2. BEARINGS AS SHOWN HEREON ARE BASED ON N88°36'56"W RELATIVE TO THE NORTH RIGHT OF WAY LINE OF VALENCIA DRIVE. THE STATE PLANE COORDINATES ARE FLORIDA EAST ZONE NORTH AMERICAN DATUM OF 1983 (NAD83) ADJUSTMENT OF 2007 AND WERE ESTABLISHED BY REDUNDANT GPS OBSERVATIONS UTILIZING CONTINUOUS OPERATING REFERENCE STATIONS (CORS).

3. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=30' OR SMALLER.

4. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP(S) IS FOR INFORMATIONAL PURPOSE ONLY AND IS NOT VALID.

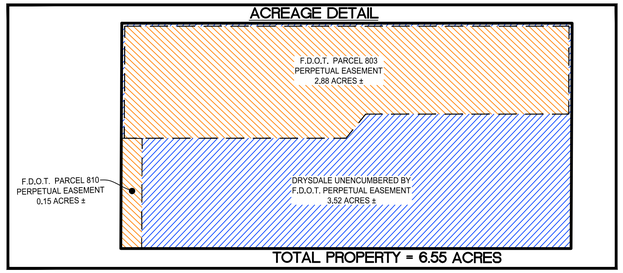
5. DATE OF FIELD SURVEY AND LAST SITE INSPECTION: DECEMBER 30, 2021.

6. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON THAT MAY BENEFIT OR ENCUMBER THE LAND SHOWN HEREON.

7. ADDITIONS OR DELETIONS TO THE SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

8. THE ELEVATIONS SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND BASED ON NGS BENCHMARK "H 413" PID: AD8196 WITH A PUBLISHED ELEVATION OF 16.69' NAVD88. ALL ELEVATIONS WERE COLLECTED UTILIZING RTK GPS PROCEDURES. TOPOGRAPHIC DATA WAS COLLECTED ON MARCH 2, 2022.

ACREAGE DETAIL



TOTAL PROPERTY = 6.55 ACRES

LEGEND

PID	= PERMANENT IDENTIFIER
NGS	= NATIONAL GEODETIC SURVEY
NAVD88	= NORTH AMERICAN VERTICAL DATUM OF 1988
O.R.B.	= OFFICIAL RECORDS BOOK
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION
GPS	= GLOBAL POSITIONING SYSTEM
PID	= NGS POINT IDENTIFICATION NUMBER
R/W	= RIGHT OF WAY
RTK	= REAL TIME KINEMATIC
OHW	= OVERHEAD UTILITY WIRES
CMP	= CORRUGATED METAL PIPE
(M)	= FIELD MEASUREMENT
(P)	= DIMENSION PER RECORD PLAT
(C)	= DIMENSION PER CALCULATION
⁰	= WOOD UTILITY POLE
x 16.0	= SPOT ELEVATION

DESCRIPTION

LOT 208, LOT 209, LOTS 210 TO 215, INCLUSIVE, PLAT ONE, LOXAHATCHEE HOMES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGE 55, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PROPERTY ADDRESS:

14345 VALENCIA DRIVE
LOXAHATCHEE, FL 33470

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE APPLICABLE STANDARDS OF PRACTICE FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.

Thomas E Whidden Digitally signed by Thomas E Whidden
Date: 2023.03.02 14:25:23 -05'00'

THOMAS E. WHIDDEN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATION NUMBER 6225

DRAWN	CHECKED	DATE	REVISIONS
CML	TEW	27FEB23	ADD FORM BOARD TIE
TLW	TEW	5MAR22	ADD TOPOGRAPHIC DATA
CML	TEW	11JAN21	UPDATED BOUNDARY SURVEY
CML	TEW	25AUG17	ADD F.D.O.T. EASEMENTS & UPDATE BNDY

Whidden Surveying & Mapping, Inc.
9200 Belvedere Road, Ste 114
Royal Palm Beach, FL 33411
Phone: 561.790.5515
Fax: 561.790.6557
www.whiddensurveying.com
Licensed Business No. 7232

DRAWN: IL | CHECKED: TEW | DWG. DATE: 9/11/2021
FIELD PERSON(S): WRIGHT, DUBAY
FIELD DATE(S): 12/30/2021
FIELD BOOK(S): W-235
PAGE(S): 77
DATA COLLECTOR FILE(S): 14345VALENCIA.DC

BOUNDARY & TOPOGRAPHIC SURVEY
LOX HOLDINGS, LLC
Loxahatchee, Florida
Section 32
Township 43 South
Range 41 East

DRAWING NO. 22-0144
CAD FILE: LOX-HOLD

SHEET 1 OF 1

THE TOWN OF LOXAHATCHEE GROVES
COMMUNITY STANDARDS DEPARTMENT
155 F ROAD NLOXAHATCHEE GROVES, FLORIDA 33470
PHONE 561.807-6670

RECEIVED
AUG 19 2025
@ 12:55pm
By:
Date Received

PLAT APPLICATION

To Be Completed by the Town of Loxahatchee Groves Staff					
Received By					
Fee Paid	YES			NO	
Completed Documentation *(see page 2)*	YES			NO	

Project Number

DEADLINE: To ensure quality submittal, this project will only be added to an agenda when a complete submission has been provided to the department. Incomplete submittals will not be accepted.

The undersigned property owner is applying for a Plat Review relating to the following *(check all that apply)*:

	New Plat	✓	**Replat**

PROPERTY INFORMATION		
Street Address: 14331 Southern Blvd	PCN Number: 41-41-43-37-01-000-2080	Zoning District:
Subdivision: Loxahatchee Homes In	Block:	Lot:
Representative or Agent's interest in property (Owner, Lessee, Etc):	Lox Holdings LLC	
Date of Pre-Application Meeting Requested:		
Has a previous application been filed?	N	
Project Name:	Southern Outdoor	

Owner's Representative or Agent	Landowner (Owner of Record)
Business Name (if applicable):	Business Name (if applicable): Lox Holding LLC
Print Name and Title:	Print Name and Title: Eric Garaffa member
Signature:	Signature:
Date:	Date: 8/8/25
Street Address:	Street Address: 14331 Southern Blvd
Mailing Address City/ State/ Zip:	Mailing Address City/ State/ Zip: 218 Saratoga Blvd E, Royal Palm Beach, FL 33411
Phone Number:	Phone Number: 561-795-7172
Email:	Email: Southernlawnequipment@gmail.com

All information submitted in connection with this application becomes a permanent part of the public records of the Town of Loxahatchee Groves

RECEIVED
AUG 19 2025
By:

DOCUMENTATION CHECKLIST *The following items must be submitted with the Plat Application:*	
	Completed application with owner and applicant/agent signatures
	Proof of property ownership (in the form of a copy of an original recorded deed or title insurance policy
	Narrative addressing all review criteria per applicable ordinance.
	Accurate, certified topographic survey of the property and adjacent road(s) with crown spot grades. Elevations must reference NAVD88 Datum.
	Copy of recorded plat (if application is to replat)
	Legal Description (Digital copy in WORD)
	Conceptual site plan
	Easement documents
	Documents, photographs, and other evidence
	Digital submittal in PDF format of all of the above (via CD or USB drive)

Section 140-030. - Plat submittal requirements.

In addition to the application submission requirements of Article 110, "General Application Requirements," all plat applications shall be submitted along with the following materials.

(A)Plat drawing. an application for plat approval shall be accompanied by a plat drawing, the overall size of which shall be 24 inches by 36 inches, drawn at a standard engineering scale no smaller than one inch equals 100 feet except when a smaller scale is approved by the Town Manager, and which shows the following:(1)Proposed subdivision name or identifying title. Such name shall not be the same or in any way so similar to any name appearing on any recorded plat in Palm Beach County as would confuse the records or mislead the public as to the identity of the subdivision, except when an existing subdivision is subdivided as an additional unit or section by the same developer or his successors in title.(2)A plat location sketch showing the plat in relation to a nearby intersection of two arterial, collector or other well-established existing roadways.(3)North arrow, scale and date.(4)Lots and blocks of adjacent recorded plats, giving plat book and page number along with names of such plats.(5)All existing streets and alleys on or adjacent to the tract, including name and right-of-way width.(6)The legal description of the property being platted.(7)All existing easements and rights-of-way within the plat limits with the purpose and the instrument of record labeled.(8)Location and width of all proposed and required ultimate rights-of-way, alleys, easements; proposed lot lines with dimensions, public areas, and parcels of land proposed or reserved for public use.(9)Space for signature of the Mayor.(10)Space for the Town Clerk's signature and Town Seal.(11)The parcel encompassed by the legal description shown on the plat shall be clearly identified with a heavy line, and shall show dimensions, and either bearings or interior angles of said parcel with independent ties to two or more land corners, or independent ties to a recorded subdivision, and one land corner. When a case arises, where it is impractical to tie to a land corner because of lost or destroyed monuments, and the parcel can be adequately surveyed independent of said land corners, then the following points will be considered acceptable as land ties: Block Corners, Permanent Reference Monuments, or Permanent Control Points from a previously recorded plat. The use of these types of land ties shall be subject to approval by the Town.(12)Space for plat book and page number outside the border in the upper right hand corner of each page.(13)Notes or legend, and any tabular data or other data pertinent to the plat, on each page that contains the drawing.(14)Dedication and acknowledgment language.(15)Mortgagee approval and acknowledgment language.(16)All plat dimensions shall be shown accurate to one-hundredths of a foot, except for riparian boundaries, which may be shown as approximate with a witness line showing complete dimension data. Rows of lots with the same dimensions may use ditto marks providing the first and last lots in the row are appropriately dimensioned.(17)Computation of the square footage of each parcel of land and the acreage of the land proposed to be platted, which shall be accurate to the nearest square foot. All survey and survey information shall be certified by a registered surveyor and mapper licensed in the State of Florida.(18)At least two benchmarks referenced to the National Geodetic Vertical Datum of 1929. No benchmark shall be established purporting to be based on the National Geodetic Vertical Datum unless the benchmark is certified by a registered surveyor and mapper licensed in the State of Florida and such certification is shown on the plat. The benchmarks shall be of a permanent nature, easily accessible, located within, along or within 200 feet of the plat boundary and described by ties to the plat boundary. The plat shall list in the plat notes the governmental benchmark from which the plat benchmarks were established. Only benchmarks established by federal, state, county or municipal governments shall be acceptable as the starting benchmark.(19)The plat shall show grid bearings or azimuths, with state plane coordinates shown on all permanent reference monuments and all land ties where the plat lies within sections assigned state plane coordinates that have been recorded in the public records of Palm Beach County. Coordinates may be tabulated when necessary for legibility, and must appear on each page that contains the drawing. State plan coordinates shall be derived from field measurements in conformity with the Minimum Technical Standard for Land Surveying pursuant to Chapter 21, Section 21HH-6, Florida Administrative Code, adopted by the Florida Board of Land Surveyors, September 1, 1981, as may be amended from time to time.(20)A mathematical closure of the plat boundary shall not exceed three hundredths of a foot.(21)Space for approval of water control district, special improvement district, or taxing district, as applicable.(B)A conceptual access plan, drawn at a standard engineering scale no smaller than one inch equals 100 feet, except when a smaller scale is approved by the Town Manager, which shows the following:(1)The location of the centerline, with dimensions from known land ties, such as section lines or centerlines of right-of-way, of all proposed access locations on all public rights-of-way abutting the plat.(2)The number and direction of lanes proposed for each driveway or roadway access location.(3)The proposed minimum distance from the ultimate right-of-way line from the adjacent roadway to the outer edge of any interior service drive or parking space with direct access to the driveway in the access location.(4)The proposed minimum distance from the ultimate right-of-way line from the adjacent roadway to any proposed gate location.(C)A current survey, no older than six months, certified by a registered Surveyor and Mapper, which shows the following:(1)All information necessary for preparation of the plat as required in (A), above.(2)The location of all existing structures, paved areas and easements on and abutting the property, including the edge of pavement of all abutting streets.(3)Existing roadway details adjacent to the property including rights-of-way, pavement widths, sidewalks, driveways (curb cuts), curb and gutter, turn lanes, bus bay, medians, median openings, traffic signals and signal equipment, street lights, pull boxes, utility poles and utility equipment, drainage structures, and fire hydrants.(D)An application for plat approval which abuts a roadway facility that is functionally classified as a State Road and which proposes direct vehicle access to the State Road, shall also be accompanied by a valid Pre-Application approval letter from the Florida Department of Transportation issued pursuant to the "State Highway System Access Management Classification System and Standards," as may be amended from time to time.(E)The original plat linen drawing prepared pursuant to F.S. ch. 177, as may be amended from time to time, containing all items required herein, and all original signatures required for the executed dedication and acknowledgment and the executed mortgagee approval and acknowledgment shall be provided prior to Town Council consideration of the plat.(F)The original signatures of the applicable water control district shall be required on the original plat linen prior to Town Council consideration of the plat.(G)An original title certificate or an attorney's opinion of title with all exceptions. The title certificate or attorney's opinion of title shall:(1)Be based upon a legal description that matches the plat.(2)Be based upon a search of the public records within 45 days of submittal.(3)Contain the names of all owners of record.(4)Contain the names of all mortgage holders and if there are no mortgages, it shall so state.(5)Contain a listing of all easements and rights-of-way lying within the plat boundaries, and if there are none, it shall so state.(6)Contain a listing of all easements and rights-of-way which abut the plat boundaries and are necessary for legal access to the plat, and if there are none, it shall so state.(H)A CD-ROM containing an electronic copy of the plat in final form to be considered by the Town Council, in a format acceptable to the Town Clerk, to be provided prior to Council consideration of the plat.

RECEIVED
AUG 19 2025

REQUIRED SIGNATURES

By signing below, the undersigned certifies that I have read and understand the requirements for my property and that all of the information contained in this application and all documents submitted are true to the best of my knowledge and belief. Furthermore, I understand that the application (and all attachments) become part of the official records of the Village of North Palm Beach and will not be returned and that all review fees are non-refundable. **Note: Property owner signature REQUIRED if statement of authority and/or written consent is not attached. Statement of authority and/or written consent is required for all agents and/or applicants from the property owner.**

Eric Garoutte 8/8/25

Signature(s) of property owner(s) Print Name Date

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8th day of AUGUST, 2025,

By means of physical presence / online notarization by:

ERIC GAROUTTE

(Name of person making statement).

Who is personally known to me ___ or has produced identification ✓

Type of Identification produced: DL: G630210842510

Marla Cristina Additon

(Signature of Notary)

Notary Public State of Florida
Marla Cristina Additon
My Commission HH 409031
Expires 6/11/2027

Signature(s) of applicant/agent Print Name Date

STATE OF_____ COUNTY OF_____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___,

By means of physical presence / online notarization by:

_____

(Name of person making statement).

Who is personally known to me ___ or has produced identification ___

Type of Identification produced: _____

_____

(Signature of Notary)

{ NOTARY STAMP }

TOWN OF LOXAHATCHEE GROVES
RIGHT OF WAY PERMIT - DRIVEWAY CONNECTION

Permit not valid unless signed copy
is returned within 15 days after pick up to

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

PERMIT NUMBER 2025-220-RW

ISSUANCE DATE 08/14/2025

EXPIRATION DATE 02/10/2026

Section : 32 **Township:** 43 S **Range:** 41 E

PROPERTY OWNER: Lox Holdings, LLC
PCN: 41-41-43-32-01-000-2080
PERMITTEE (IF OTHER THAN OWNER): Patrick Barthelemy
CONTACT PHONE: 561-242-0028
CONTACT e-mail: pbstormj@gmail.com

PROJECT ADDRESS: 14331 Southern Blvd
PROJECT NAME: 14331 Southern Blvd - RW, driveways

REFERENCED PLANS: Roadway Paving Plan, signed and sealed 8-11-25, by StormwaterJ Engineering, Inc.

This Permit is hereby granted for the work shown on the referenced plans, subject to the following conditions:

Terms & Conditions:

1. Prior to the commencement of construction, the Applicant shall schedule a pre-construction meeting with the Town's staff or its agents. Site construction observations by the Town's staff or its agents related to the right-of-way permit will not be performed until the pre-construction meeting has occurred. Failure to comply with this condition could result in a Stop Work Order of all work/construction activity for the subject development site.
2. Prior to the commencement of construction, contractor shall be disclosed and shall submit license and insurance documentation.
3. Work shall not commence until the permittee has requested and received approval for a start date from the Town. The Town requires a minimum of seven (7) days of advance notice prior to the start of construction. If work commences without an approved start date or an alternative date without proper notice, this permit shall be canceled.
4. The construction, operation and/or maintenance of any elements of the subject project shall not have any negative impacts on the existing drainage of surrounding areas. If, at any time during the project development, it is determined by the Town's staff or its agents that any of the surrounding areas are experiencing negative drainage impacts caused by the project, it shall be the Applicant's responsibility to resolve said impacts in a period of time and a manner acceptable to the Town's staff or its agents prior to additional construction activities. At its discretion, the Town may issue a stop work order or cease issuing permits until all drainage concerns are resolved.
5. The Applicant shall comply with all Occupational Safety and Health Administration (OSHA), United States Environmental Protection Agency (EPA) and State of Florida Department of Environmental Protection (FDEP) regulations and permit requirements for construction activities.
6. Applicant shall comply with all FDEP NPDES general permit requirements, including but not limited to, preparation of a Storm Water Pollution Prevention Plan and identification of appropriate Best Management Practices (BMP's), as generally accepted by the FDEP. Regular maintenance of these (BMP's) is expected and a failure to do so may result in "negative drainage impacts" and would be governed as described in the above conditions.
7. Prior to the issuance of the Certificate of Completion for the right-of-way permit, the Applicant shall provide a signed and sealed certification letter from the engineer-of-record and record drawings for Town's staff or its agents review and approval. Record drawings shall detail the location of all underground utilities in state plane coordinates. The vertical datum shall be NAVD 88. Underground facilities within AutoCAD shall be adjusted to the as-built locations and shall be layered using the Town's AutoCAD Layering Definitions. The submittal shall include a signed and sealed Record/As-built drawing by a professional surveyor licensed in the state of Florida and shall be submitted with both AutoCAD and PDF files. Applicant shall provide applicable density reports.
8. The Permittee shall complete all tasks required by the Town for closeout of this Permit.
9. The driveway width cannot exceed 24 feet per Town Code Section 100-030.

CONT. ON NEXT PAGE

10. **Prior to construction, the permittee shall provide a Maintenance of Traffic (M.O.T.) Plan for review and approval by the Town. The plan must be prepared *M.O.T. Certified agent or Professional Engineer (P.E.).***
11. **Inspections:** The permittee will be required to schedule inspections with the Town staff as outlined below and with a minimum of 48 hour advance notice.
    o Upon installation of road base material, an inspection will be required.
    o Upon receipt of the As-Built drawings and Certificate of Completion, a final inspection will be required.
12. In the event of work within the right-of-way, the Permittee, any successors, *legal heirs or assigns, shall upon request* and within 30 days after notice by the Office of the Town Engineer, remove or relocate the item(s) permitted within the right-of-way of the *subject road at no expense* to the Town.
13. The property owner is responsible for the operation and maintenance of any items permitted within the right-of-way or road easements at no expense to the Town.
14. Permittee assumes full responsibility to maintain all areas under construction safe for the public and to properly route and direct traffic through the construction area. All traffic control operations shall be done in accordance with the current Manual on *Uniform Traffic Control Devices (Part VI)*. Supplements to this manual are the Florida Department of Transportation's Roadway and Traffic Design Standards (Index 600) and Standard Specifications for Road and Bridge Construction (latest edition). No obstruction of the travel lanes between 7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m. Monday thru Friday, unless approved by the Town Engineer. No time restrictions for local and subdivision roads, or for construction done on Saturday or Sunday.

This permit shall become void if the copy of the permit is not signed and returned to this office within 15 days after pickup.

DECLARATION OF PROPERTY OWNER:

I, the owner of property referenced in Page 1 of this form, do hereby certify that I have read the foregoing, and am aware of my responsibilities and liabilities for construction work on the above-described property. I do hereby covenant and agree to abide by each of the aforesaid terms and conditions.

Lox Holdings, LLC		8/14/2025
PRINT OWNER	SIGNATURE	DATE

ACCEPTANCE BY TOWN:

E. Tara Bamber, PE		08/13/2025
TOWN ENGINEER	SIGNATURE	DATE
Richard Gallant		8/14/2025
PUBLIC WORKS DIRECTOR	SIGNATURE	DATE

Form Version: 03-04-2024

Nason Yeager
GERSON, HARRIS & FUMERO, P.A.
ATTORNEYS AT LAW | Est. 1960

October 28, 2025

City of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470
Attention: Karen Gardner-Young

Dear Ms. Gardner-Young,

This letter is our opinion on the title of the real property described in Exhibit "A" hereto (the "Property") which is the subject of consideration for platting by the City of Loxahatchee Groves.

Our opinion is effective as of October 23, 2025 (the "Effective Date") and is based upon a Second Updated Full 30-year Title Search Report dated October 28, 2025 by Title Search Florida, Inc. (the "Report").

Based upon the Report, it is our opinion that as of the Effective Date:

(1) Title to the Property is vested in Lox Holdings, LLC, a Florida limited liability company;

(2) The mortgage holders on the Property are:
(a) First National Bank of Coffee County, pursuant to Mortgage and Security Agreement dated as of September 12, 2024 from Lox Holdings, LLC, in the original principal amount of $3,700,000.00, recorded in Official Record Book 35279, Page 1179, Public Records of Palm Beach County, Florida, and
(b) First National Bank of Coffee County, pursuant to Mortgage and Security Agreement dated as of September 12, 2024, from Lox Holdings, LLC in the original principal amount of $2,960,000.00, recorded in Official Record Book 35279, Page 1216, Public Records of Palm Beach County, Florida.

(3) The easements and rights-of-way lying within the plat boundaries are as follows:
(a) Underground Easement to Florida Power & Light Company dated June 11, 2025, and recorded in Official Record Book 35800, Page 1803, Public Records of Palm Beach County, Florida;
(b) Perpetual Easement to Florida Department of Transportation dated June 20, 2017

recorded in Official Record Book 29172, Page 1040, Public Records of Palm Beach County, Florida;

(c) Perpetual Easement to Florida Department of Transportation dated June 20, 2017, recorded in Official Record Book 29172, Page 1048, Public Records of Palm Beach County, Florida; and

(d) Reservations for road widening as set forth in the Plat of PLAT ONE LOXAHATCHEE HOMES, recorded in Plat Book 22, Page 55, Public Records of Palm Beach County, Florida.

(4) The rights-of-way that abut the plat boundaries that are necessary for legal access are Orange Avenue, Loxahatchee Avenue and Valencia Drive, according to PLAT ONE LOXAHATCHEE HOMES, recorded in Plat Book 22, Page 55, Public Records of Palm Beach County, Florida.

Nason, Yeager, Gerson, Harris, Fumero, P.A.

By: _____

John F. Flanigan, Esquire
Florida Bar # 0025265

Exhibit "A"
The Property

Lots 208, Lot 209, Lots 210 through 215, inclusive, PLAT ONE LOXAHATCHEE HOMES, according to the Plat recorded in Plat Book 22, Page 55, of the Public Records of Palm Beach County, Florida.

Florida's Last Frontier
Town of
LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470

TO: **Town Council**

FROM: **Jeffrey S. Kurtz, Esq., Town Attorney**

DATE: **November 18, 2025**

SUBJECT: **Approving *Ordinance No. 2025-19* proposing a Charter Amendment relating to the voting requirements relating to the removal of Charter officers**

Background:

Pursuant to Council direction and the recommendation of the Charter Review Committee attached please find a proposed ordinance calling for a referendum vote of the electorate on the voting requirements for the removal of charter officers. The referendum election would take place at the March 10, 2026, regular municipal elections.

The ordinance's effective language concerning the amendment to paragraph 2 of Section 4 of the Town Charter is:

(2) *Appointment; removal; compensation; filling of vacancies.*

(a) The charter officers shall be appointed by a majority vote of the full council and shall serve at the pleasure of the council.

(b) The charter officers shall be removed from office ~~only~~ by a ~~super~~ majority vote of the full council. Upon demand by a charter officer, a public hearing shall be held prior to such removal.

(c) The compensation of the charter officers shall be fixed by the town council through the approval of an acceptable employment contract.

(d) The town council shall begin the process to fill a vacancy in a charter office within 90 days after the vacancy. An acting town manager or an acting town attorney may be appointed by the council during a vacancy in such charter office.

(e) A charter officer shall not be a member of the town council or a candidate for town council while holding a charter officer position.

The proposed ballot language is:

REMOVAL OF CHARTER OFFICERS FROM OFFICE

The present Charter provides for charter officers to be removed from office only by a super majority vote of the full Town Council. The Town Council has proposed that

155 F Road Loxahatchee Groves, FL 33470

charter officers be able to be removed from office by a majority vote of the full Town Council.

Shall the above described amendment be adopted?

Yes [ ]

No [ ]

The ordinance is presented to Council on first reading. If approved the ordinance will be scheduled for second reading and adoption on December 2, 2025 and the ballot language will be placed on the March 10, 2026. If approved by the voters the Charter would be amended effective with the passage of the referendum.

Recommendation:

.Motion to approve passage of ***Ordinance No. 2025-19*** on first reading.

ORDINANCE NO. 2025-19

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES TO BE HELD ON MARCH 10, 2026, AS TO WHETHER THE TOWN OF LOXAHATCHEE GROVES CHARTER SHALL BE AMENDED IN THE FOLLOWING RESPECT: AMEND PARAGRAPH (2) "APPOINTMENT; REMOVAL; COMPENSATION; FILLING OF VACANCIES" OF SECTION 4 "ADMINISTRATIVE" OF THE CHARTER CCONCERNING THE VOTING REQUIREMENTS RELATING TO THE REMOVAL OF CHARTER OFFICERS FROM OFFICE AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Council has determined that a provision of the Town Charter should be amended; and

WHEREAS, the Town Council has further determined that the Town of Loxahatchee Groves electors should determine whether the Town Charter should be amended as provided in this Ordinance; and

WHEREAS, it is necessary and essential to call and hold a referendum submitting the issue of whether the Town of Loxahatchee Groves Charter shall be amended as provided in this Ordinance.

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

Section 1. The foregoing recitals are hereby fully incorporated herein by reference as true and correct and as the legislative findings of the Town Council.

Section 2: That a referendum is hereby ordered to be held in the Town on the 10th day of March 2026, to determine whether or not the Town of Loxahatchee Groves Charter shall be

amended to amend Paragraph (2) "Appointment; removal; compensation; filling of vacancies." of Section 4. "Administrative" to read as follows:

(2) *Appointment; removal; compensation; filling of vacancies.*

(a) The charter officers shall be appointed by a majority vote of the full council and shall serve at the pleasure of the council.

(b) The charter officers shall be removed from office ~~only~~ by a ~~super~~ majority vote of the full council. Upon demand by a charter officer, a public hearing shall be held prior to such removal.

(c) The compensation of the charter officers shall be fixed by the town council through the approval of an acceptable employment contract.

(d) The town council shall begin the process to fill a vacancy in a charter office within 90 days after the vacancy. An acting town manager or an acting town attorney may be appointed by the council during a vacancy in such charter office.

(e) A charter officer shall not be a member of the town council or a candidate for town council while holding a charter officer position.

Section 3: The form of the ballot for the Charter amendment provided for herein shall be as follows:

REMOVAL OF CHARTER OFFICERS FROM OFFICE

The present Charter provides for charter officers to be removed from office only by a super majority vote of the full Town Council. The Town Council has proposed that charter officers be able to be removed from office by a majority vote of the full Town Council.

Shall the above described amendment be adopted?

Yes [ ]

No [ ]

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the amendment set forth in Section 2 of this Ordinance shall become and be made part of the Charter of the Town of Loxahatchee Groves, Florida.

Section 7. Effective Date. This Ordinance shall be effective immediately upon adoption at second reading. The amendment of the Charter as set forth in Section 2 of this Ordinance shall be effective upon approval by the electorate of the Town at the election on March 10, 2026.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ____DAY OF _____, 2025.

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

	VOTE
ANITA KANE, MAYOR	___
MARGARET HERZOG, VICE MAYOR	___
TODD MCLENDON, COUNCIL MEMBER	___
LISA EL-RAMEY, COUNCIL MEMBER	___
PAUL T. COLEMAN II, COUNCIL MEMBER	___

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ___ DAY OF _____ 2025.

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

	VOTE
ANITA KANE, MAYOR	___
MARGARET HERZOG, VICE MAYOR	___
TODD MCLENDON, COUNCIL MEMBER	___
LISA EL-RAMEY, COUNCIL MEMBER	___
PAUL T. COLEMAN II, COUNCIL MEMBER	___

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

_____
Mayor Anita Kane

_____
Valerie Oaks, Town Clerk

_____
Vice Mayor Margaret Herzog

_____
APPROVED AS TO LEGAL FORM: Councilmember Todd McLendon

_____
Town Attorney

_____
Councilmember Lisa El-Ramey

_____
Councilmember Paul T. Coleman II

Town of LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470

TO: **Town Council**

FROM: **Jeffrey S. Kurtz, Esq., Town Attorney**

DATE: **November 18, 2025**

SUBJECT: **Approving *Ordinance No. 2025-20* proposing a Charter Amendment relating to the Town Attorney's review of contracts**

Background:

Pursuant to Council direction and the recommendation of the Charter Review Committee attached please find a proposed ordinance calling for a referendum vote of the electorate on the attorney's required review of contracts. The referendum election would take place at the March 10, 2026, regular municipal elections.

The ordinance's effective language concerning the amendment to paragraph 4 of Section 4 of the Town Charter is:

. (4) *Town attorney.*

(a) The town attorney shall be employed under terms and conditions deemed advisable by the town council, which may include the appointment of a law firm.

(b) The town attorney shall be a member in good standing with The Florida Bar, have been admitted to practice in the state for at least 5 years, and have not less than 2 years' experience in the practice of local government law.

(c) The town attorney has sole discretion to appoint, promote, suspend, demote, remove, or terminate deputy and assistant town attorneys, subject to the town's annual budget.

(d) The town attorney shall perform the following functions in addition to other functions as designated by the town council:

1. Serve as chief legal advisor to the town council, the charter officers, and all town departments, offices, and agencies.
2. Attend all regular and special town council meetings, unless excused by the town council, and perform such professional duties as may be required by law or by the council in furtherance of the law.
3. Approve ~~all~~ the form and legal sufficiency of contracts, bonds, and other instruments in which the town is concerned as further defined by ordinance or resolution adopted by the town council. ~~and shall endorse on each his or her approval of the form and correctness thereof. No contract with the town shall take effect until his or her approval is so endorsed thereon.~~ Any ordinance or resolution implementing

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this provision would have to be approved by an affirmative vote of no fewer than four members of the town council.

4. When requested to do so by the council, prosecute and defend on behalf of the town all complaints, suits, and controversies in which the town is a party.
5. Perform such other professional duties as required of him or her by resolution of the council or as prescribed for municipal attorneys in the general laws of the state which are not inconsistent with this charter.
6. Prepare an annual budget for the operation of the office of the town attorney and submit this budget to the town manager for inclusion in the annual town budget, in accordance with uniform town procedures.

The proposed ballot language is:

TOWN ATTORNEY'S REVIEW OF CONTRACTS

The present Charter requires the Town Attorney to review all contracts, bonds and other instruments and that no contract with the town shall take effect until the attorney has endorsed the document. This provision can be costly and burdensome. The Town Council has proposed the attorney's required review of contracts be defined and potentially limited by ordinance or resolution approved by town council.

Shall the above described amendment be adopted?

Yes [ ]

No [ ]

The ordinance is presented to Council on first reading. If approved the ordinance will be scheduled for second reading and adoption on December 2, 2025 and the ballot language will be placed on the March 10, 2026. If approved by the voters the Charter would be amended effective with the passage of the referendum.

Recommendation:

.Motion to approve passage of ***Ordinance No. 2025-20*** on first reading.

ORDINANCE NO. 2025-20

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES TO BE HELD ON MARCH 10, 2026, AS TO WHETHER THE TOWN OF LOXAHATCHEE GROVES CHARTER SHALL BE AMENDED IN THE FOLLOWING RESPECT: AMEND PARAGRAPH (4) "TOWN ATTORNEY" OF SECTION 4 "ADMINISTRATIVE" OF THE CHARTER TO PROVIDE THE ATTORNEY'S REQUIRED REVIEW OF CONTRACTS, BONDS AND OTHER INSTRUMENTS SHALL BE AS FURTHER DEFINED BY ORDINANCE OR RESOLUTION; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Council has determined that a provision of the Town Charter should be amended; and

WHEREAS, the Town Council has further determined that the Town of Loxahatchee Groves electors should determine whether the Town Charter should be amended as provided in this Ordinance; and

WHEREAS, it is necessary and essential to call and hold a referendum submitting the issue of whether the Town of Loxahatchee Groves Charter shall be amended as provided in this Ordinance.

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

Section 1. The foregoing recitals are hereby fully incorporated herein by reference as true and correct and as the legislative findings of the Town Council.

Section 2: That a referendum is hereby ordered to be held in the Town on the 10th day of March 2026, to determine whether or not the Town of Loxahatchee Groves Charter shall be amended to amend Paragraph (4) "Town Attorney." of Section 4. "Administrative" to read as follows:

(4) *Town attorney.*

(a) The town attorney shall be employed under terms and conditions deemed advisable by the town council, which may include the appointment of a law firm.

(b) The town attorney shall be a member in good standing with The Florida Bar, have been admitted to practice in the state for at least 5 years, and have not less than 2 years' experience in the practice of local government law.

(c) The town attorney has sole discretion to appoint, promote, suspend, demote, remove, or terminate deputy and assistant town attorneys, subject to the town's annual budget.

(d) The town attorney shall perform the following functions in addition to other functions as designated by the town council:

1. Serve as chief legal advisor to the town council, the charter officers, and all town departments, offices, and agencies.
2. Attend all regular and special town council meetings, unless excused by the town council, and perform such professional duties as may be required by law or by the council in furtherance of the law.
3. Approve ~~all~~ the form and legal sufficiency of contracts, bonds, and other instruments in which the town is concerned as further defined by ordinance or resolution adopted by the town council. ~~and shall endorse on each his or her approval of the form and correctness thereof. No contract with the town shall take effect until his or her approval is so endorsed thereon.~~ Any ordinance or resolution implementing this provision would have to be approved by an affirmative vote of no fewer than four members of the town council.
4. When requested to do so by the council, prosecute and defend on behalf of the town all complaints, suits, and controversies in which the town is a party.
5. Perform such other professional duties as required of him or her by resolution of the council or as prescribed for municipal attorneys in the general laws of the state which are not inconsistent with this charter.
6. Prepare an annual budget for the operation of the office of the town attorney and submit this budget to the town manager for inclusion in the annual town budget, in accordance with uniform town procedures.

Section 3: The form of the ballot for the Charter amendment provided for herein shall be as follows:

TOWN ATTORNEY'S REVIEW OF CONTRACTS

The present Charter requires the Town Attorney to review all contracts, bonds and other instruments and that no contract with the town shall take effect until the attorney has endorsed the document. This provision can be costly and burdensome. The Town Council has proposed the attorney's required review of contracts be defined and potentially limited by ordinance or resolution approved by town council.

Shall the above described amendment be adopted?

Yes [ ]

No [ ]

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the amendment set forth in Section 2 of this Ordinance shall become and be made part of the Charter of the Town of Loxahatchee Groves, Florida.

Section 7. Effective Date. This Ordinance shall be effective immediately upon adoption at second reading. The amendment of the Charter as set forth in Section 2 of this Ordinance shall be effective upon approval by the electorate of the Town at the election on March 10, 2026.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ____DAY OF _____, 2025.

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

	VOTE
ANITA KANE, MAYOR	___
MARGARET HERZOG, VICE MAYOR	___
TODD MCLENDON, COUNCIL MEMBER	___
LISA EL-RAMEY, COUNCIL MEMBER	___
PAUL T. COLEMAN II, COUNCIL MEMBER	___

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____ 2025.

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

	VOTE
ANITA KANE, MAYOR	___
MARGARET HERZOG, VICE MAYOR	___
TODD MCLENDON, COUNCIL MEMBER	___
LISA EL-RAMEY, COUNCIL MEMBER	___
PAUL T. COLEMAN II, COUNCIL MEMBER	___

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

_____
Mayor Anita Kane

_____
Valerie Oakes, Town Clerk

_____
Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

_____
Councilmember Todd McLendon

_____
Town Attorney

_____
Councilmember Lisa El-Ramey

_____
Councilmember Paul T. Coleman II

Town of LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470

TO: **Town Council of Town of Loxahatchee Groves**

FROM: **Jeffrey S. Kurtz, Town Attorney**

DATE: **December 2, 2025**

SUBJECT: **Direction with respect to the Sheriff's Contract**

Background:

In 2017, the Town entered into a ten (10) year agreement with the Palm Beach County Sheriff's Office (PBSO) for the provision of law enforcement services. A copy of the agreement is attached for your ready reference. The term of the agreement runs from October 1, 2017 until September 30, 2027. The agreement contains a termination provision in Article 12 that requires notice of termination from either party to be provided to the other party by March 31st and be effective as of October 1st of any particular year. The agreement contemplates that annual funding adjustments may occur with those adjustments being effective on October 1st thru September 30th of the next year. In 2024, the parties negotiated price increases for fiscal years 2025, 2026 and 2027. A copy of the seventh addendum to the agreement setting forth those annual and monthly rates is also attached. Payments under the agreement are paid on a monthly basis and are due in advance on the 25th day of the month preceding the month of service.

The monthly charge for services for this year is $56,668.92 for an annual cost of $680,027. The Town Council appropriated $120,000 for the payment of the Sheriff's contract when passing the Town's budget for FY2026. The payments for the months of October and November have been made and at this point in time there is only $6,662.16 appropriated to pay for December services under the agreement. An invoice will be received with a due date of November 25th in the amount of $56,668.92.

If payment is not made by the Town, PBSO may consider the Town to be in breach of the agreement. Exactly what PBSO would do in regard to such a non-payment has not been communicated to the Town.

At the Council's direction meetings between the Town administration and PBSO administration have taken place and representatives of PBSO met with individual Council members, the Town Manager and me, this past week. PBSO is willing to reduce the amount due for services for this fiscal year by 1% and have withdrawn their request (for the moment) for additional fees to cover

Town of LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470

the cost of overtime incurred by them in assisting the Town with its enforcement of the Red Speed camera program.

During the conversations with PBSO, they have expressed their position that the Town is required to provide law enforcement services pursuant to the Town's Charter and Florida Statutes section 166.049. They have also indicated that it is possible that if the agreement were terminated the level of service afforded the citizens within the Town would not rise to the level of that provided to the unincorporated areas of Palm Beach County. They have made it clear that with or without the agreement in place they would provide service with respect to life safety calls.

Discussions with PBSO since Council direction at November 4, 2025 meeting

A meeting took place with Sheriff's representatives on Wednesday, November 12, 2025. At that meeting there was no movement on PBSO's part with respect to their prior positions with respect to the contract. We discussed the concept of a mutual termination of the agreement and whether they would want to enter into a traffic enforcement agreement with respect to Okeechobee Boulevard in particular and the ongoing red speed camera program. We also inquired as to whether in the absence of such an agreement, they would object to the Florida Highway Patrol or Fish and Wildlife entering into such a traffic enforcement agreement with the Town. They indicated they would have discussions with the Sheriff about the matters raised.

During the week of November 17th, I reached out to Colonel Coleman and he advised that the matter would be turned over to their legal department. I followed up with their legal advisor and he told me the matter was still under review with the Sheriff and he would make inquiries. I again reached out to him on Monday, November 24, 2025 and will continue to see if they have a definitive response as to how they intend to move forward in the absence of payment from the Town.

We are reaching out to other law enforcement agencies with respect to traffic enforcement and the red speed contract.

Direction from the Council is needed with respect to further negotiations with PBSO, continuation or termination of the agreement, and whether the Town will make any further payments for services under the agreement. I do not want speculate in this memorandum about what PBSO's response would be to a decision of non-payment and whether and how they would seek to enforce the agreement or what level of service they would provide in the absence of the agreement, because they have not informed us of their intent and most likely have not made such determination. If you wish to discuss potential responses by PBSO, I am available to meet with you individually either in person or on the phone.

155 F Road Loxahatchee Groves, FL 33470

Recommendation:

Discussion and direction with respect to continued funding of the Town's contract with PBSO.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2024-34

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE SEVENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE TOWN AND SHERIFF RIC L. BRADSHAW AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 11(2) of the Charter of the Town of Loxahatchee Groves ("Town") provides that "law enforcement services will be provided by contract with the Palm Beach County Sheriff's Office, or contracted with other law enforcement agencies, until the town adopts an ordinance to the contrary, provided that the town shall not establish a town police department without a referendum"; and

WHEREAS, in accordance with the Town Charter, the Town entered into a Law Enforcement Service Agreement with Ric L. Bradshaw, Sheriff of Palm Beach County, Florida ("Sheriff") effective October 1, 2017; and

WHEREAS, the parties have annually executed an Addendum to extend the term of the Law Enforcement Services Agreement, currently through October 1, 2024, and make other changes as necessary; and

WHEREAS, the Sheriff, through the Seventh Addendum, has agreed to extend the term of the Law Enforcement Service Agreement, as previously modified, and requested additional changes including an increase in the cost of the services and setting a defined amount for additional services; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to enter into the Seventh Addendum.

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 Seventh Addendum to the Law Enforcement Service Agreement with Sheriff Ric L. Bradshaw.

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

Resolution No. 2024-34

Council Member Maniglia offered the foregoing resolution. Council Member Herzog seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
ANITA KANE, MAYOR	☑	☐	☐
MARGARET HERZOG, VICE MAYOR	☑	☐	☐
LAURA DANOWSKI, COUNCILMEMBER	☑	☐	☐
PHILLIS MANIGLIA, COUNCILMEMBER	☑	☐	☐
ROBERT SHORR, COUNCILMEMBER	☑	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 4 DAY OF June, 2024.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Mayor Anita Kane

ATTEST:

Valerie Oakes

Town Clerk

Vice Mayor Margaret Herzog

Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Councilmember Phillis Maniglia

Councilmember Robert Shorr

SEVENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND TOWN OF LOXAHATCHEE GROVES

This Seventh Addendum to the Law Enforcement Service Agreement is made by and between Town of Loxahatchee Groves (hereinafter referred to as "Loxahatchee Groves") located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). Loxahatchee Groves and the Sheriff shall hereinafter be referred to as the "Parties."

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 01, 2017, a First Addendum effective October 01, 2018, a Second Addendum effective October 01, 2019, a Third Addendum effective October 01, 2020, a Fourth Addendum effective October 01, 2021, a Fifth Addendum effective October 01, 2022, and a Sixth Addendum effective October 01, 2023, (the "Agreement"), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to renew said Agreement for an additional thirty six (36) months, effective October 01, 2024.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Article 5, Section 5.1. of the Law Enforcement Service Agreement is amended as follows:

   The total amount due for services (personnel and equipment) for the period beginning October 01, 2024 through September 30, 2025 shall be $666,693.00. Monthly payments shall be $55,557.75.

   The total amount due for services (personnel and equipment) for the period beginning October 01, 2025 through September 30, 2026 shall be $680,027.00. Eleven monthly payments shall be $56,668.92. The last monthly payment shall be $56,668.88.

   The total amount due for services (personnel and equipment) for the period beginning October 01, 2026 through September 30, 2027 shall be $693,628. Eleven monthly payments shall be $57,802.33. The last monthly payment shall be $57,802.37.

2. Article 5, Section 5.3, regarding additional law enforcement services of the Law Enforcement Service Agreement is amended and shall now read as follows:

   Additional law enforcement services as set forth in Article 2, Section 2.1 (E) shall be compensated at a rate of $116.00 per hour and will be billed by the Sheriff to the Town on a monthly basis. This rate is subject to change upon agreement between the Town and Sheriff. Alternatively, the Town may opt to submit an application for an off-duty permit.

3. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Seventh Addendum to this Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

BY: _____
Ric L. Bradshaw

Title: Sheriff

Witness: Coleman, Eric T. Digitally signed by Coleman, Eric T. Date: 2024.06.18 10:13:51 -04'00'
Eric Coleman, Major

DATE: 6-18-24

TOWN OF LOXAHATCHEE GROVES

BY: _____
Anita Kane

Title: Mayor

Witness: Valerie Oakes
Valerie Oakes, ~~Interim~~ Town Clerk

DATE: June 4, 2024

Reviewed and approved for execution:

BY: Francine Ramaglia
Francine Ramaglia, Town Manager

AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE AND THE TOWN OF LOXAHATCHEE GROVES

This Agreement is made by and between the TOWN OF LOXAHATCHEE GROVES, a municipal corporation organized and existing under the laws of the State of Florida which municipality is wholly located within the boundaries of Palm Beach County, Florida (hereinafter referred to as "TOWN") and Ric L. Bradshaw, Sheriff of Palm Beach County Sheriff's Office, Florida, (hereinafter referred to collectively as "SHERIFF").

W I T N E S S E T H:

WHEREAS, the TOWN is desirous of maintaining a high level of competent professional law enforcement services in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the SHERIFF has agreed to provide the TOWN a high level of professional law enforcement services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, the TOWN is desirous of obtaining its law enforcement services through a contractual relationship with the SHERIFF.

NOW THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE 1 – DEFINITIONS

1.1 For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

A. Executive Officer shall mean a non-exempt employee who is appointed by the SHERIFF as a deputy sheriff holding the rank of lieutenant who shall perform duties and functions as specifically set forth in Article 2 of this Agreement.

B. Sergeant shall mean an individual who is appointed by the SHERIFF as a deputy sheriff who shall plan, direct, patrol, supervise, and/or perform the activities of a deputy sheriff as set forth in Article 2 of this Agreement.

C. Deputy Sheriff shall mean an individual, other than those described in A, and B, of this Article, who is appointed by the SHERIFF in accordance with Section 30.07, Florida Statutes, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Agreement.

D. Patrol Unit shall mean one staffed marked patrol car/truck and all standard equipment as defined by the SHERIFF's general orders.

E. Service shall mean comprehensive law enforcement protection provided each day of the year on a twenty-four (24) hour per day basis.

F. Town Manager shall mean the chief administrative officer of the TOWN and shall include any individual employed by the TOWN or any contracted third party who is delegated to perform the duties and responsibilities of the management and oversight of the TOWN functions related to law enforcement services.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

A. The SHERIFF shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent professional law enforcement services within and throughout the corporate limits of the TOWN to the extent and in the manner herein described.

B. The SHERIFF shall assign personnel, through request and consultation with the Town to provide the level of professional law enforcement services as established in Exhibit A, attached hereto and incorporated herein, or as such service has been supplemented and enhanced as a result of this Agreement and any amendments and supplements thereto.

C. Law enforcement services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, municipal police departments, which include receiving of 911 calls, dispatch of calls for law enforcement services, arrest of criminal offenders and citations issued to traffic violators, traffic control, testifying in court, community policing, high visibility patrol within the TOWN (including all TOWN facilities and parks), and other duties in accordance with the SHERIFF's general orders, the TOWN Charter and ordinances, Palm Beach County Charter and ordinances that are applicable within the

TOWN, and statutes of the State of Florida. The Sheriff's deputies will not act as Code Enforcement officers, however, Sheriff's deputies may enforce Town Ordinances to the extent the ordinance authorizes arrest and provides for fines and/or imprisonment, as set forth in Chapter 162, Florida Statutes. Performance of all duties of sheriff's deputies shall be in accordance with Sheriff's Office General Orders and any applicable Collective Bargaining Agreement. Additionally, law enforcement patrol services shall encompass response to alarm calls, and the SHERIFF shall respond to alarm calls consistent with the Palm Beach County Alarm Ordinance as it may from time-to-time be amended.

D. THE SHERIFF shall additionally provide to the TOWN when necessary, at no additional cost to the TOWN the following expertise, services, and facilities, which the SHERIFF would normally provide to other law enforcement agencies:

1. Full service crime lab.
2. Aviation and helicopter unit.
3. Organized Crime investigations (includes Vice & Narcotics).
4. Prisoner and jails services.
5. Criminal Investigations.
6. Marine Patrol.
8. Evidence Custodian.
9. Other support services, such as Traffic Homicide, Canine, etc. (as available to other SHERIFF districts or law enforcement jurisdictions).

E. The SHERIFF shall provide the TOWN, upon the request of the TOWN, such supplemental law enforcement services of a deputy sheriff, beyond those services described herein, as may be needed from time-to-time that cannot be accommodated through flexible scheduling of on-duty sheriff's deputies. Compensation shall be in accordance with Article 5.3. Those services typically include, but are not limited to, providing services at:

1. TOWN Council meetings.
2. Board and Committee meetings.
3. Special Events sponsored by the TOWN.

F. Unless exigent circumstances exist, all deputies assigned to the Town of Loxahatchee Groves shall remain within the corporate limits of the Town of Loxahatchee Groves.

G. Unless operational necessity dictates otherwise, there shall be a minimum of one (1) patrol zone with a minimum staffing of one (1) deputy per shift.

H. Law enforcement patrol supervision shall be provided by a Sergeant or higher ranking officer each day of the year, twenty-four (24) hours per day through District 15. Sergeants shall not be included in calculating the deputy sheriff staffing requirements set forth in this agreement.

I. Each patrol unit shall prominently display on the vehicle's exterior "Town of Loxahatchee Groves" and the Town logo, designed to match the scheme of Sheriff's vehicles.

2.2 Executive and Administrative Services

A. Performance of all duties and responsibilities of the Executive Officer of District 15 shall be in accordance with SHERIFF's general orders, any applicable collective bargaining agreements, and this Agreement.

2.3 Administrative Responsibilities

A. The Executive Officer of District 15 or designee will notify the Town Manager in a timely manner of any major/significant crimes, incidents or emergencies that occur within the TOWN.

B. From time to time, upon reasonable notice, the Executive Officer of District 15 or designee shall meet with the TOWN to discuss law enforcement issues related to services impacting the TOWN.

C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN once annually at a date to be scheduled after the Florida UCR report is finalized, and shall include data, analysis and reporting.

D. The SHERIFF or designee will provide the town a monthly summary report as is completed now.

2.4 Fiscal Responsibilities

A. The SHERIFF shall provide to the TOWN cost changes associated with the renewal of law enforcement services by no later than March 31st of each prior fiscal year through the term of the agreement.

B. Annual staffing increases for deputy sheriffs shall be supported by crime and law enforcement activity analysis and must be approved by the Town Council.

2.5 The SHERIFF shall furnish to and maintain for the benefit of the TOWN, without additional cost therefore, all necessary labor, supervision, equipment, vehicles, and supplies necessary and proper for the purpose of performing the services, duties, and responsibilities set forth and as necessary to maintain the level of service to be rendered hereunder.

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment Responsibility

A. All sheriffs' deputies and other persons employed by the SHERIFF in the performance of such services, functions and responsibilities, as described and contracted for herein, for the TOWN are deemed Palm Beach County Sheriff's Office employees and not employees of the TOWN.

B. The SHERIFF shall be responsible for all insurance benefits, compensation, and/or any status or right during the course of employment with the SHERIFF. Accordingly, the TOWN shall not be called upon to assume any liability for, or direct payment of, any salaries, wages, contribution to the Florida Retirement System, insurance premiums or payments, workers' compensation benefits under Chapter 440, Florida Statutes, or any other amenities of employment to any SHERIFF personnel performing services, duties, and responsibilities hereunder for the benefit of the TOWN and residents thereof.

3.2 Employment: Right of Control

A. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

B. The TOWN does hereby vest in each deputy sheriff, to the extent allowed by law, the police powers of the TOWN which are necessary to implement and carry forth the

services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff.

ARTICLE 4 – TOWN RESPONSIBILITIES

4.1 Office Space

A. All positions provided for in this agreement will be located at the SHERIFF's District 15 office and will carry out their job functions as required under this Service Agreement.

B. Future space planning shall be coordinated with the SHERIFF and the TOWN.

4.2 The TOWN shall provide two (2) copies of TOWN'S ordinances as adopted and two (2) copies of the Code of Ordinances with updates as received.

ARTICLE 5 – CONSIDERATION

5.1 The total amount due for all services beginning October 1, 2017 through September 30, 2018, (excepting those costs identified and funded as set forth in Article 5.5), shall be based on an annual amount of $610,000.00.

5.2 The total amount due for all law enforcement services for subsequent years shall be based upon the cost submitted by the SHERIFF as set forth in Article 2, Section 2.4, during the TOWN'S budget process and approved by the TOWN Council.

5.3 Additional law enforcement services as set forth in Article 2.1(E) must be authorized by the TOWN in writing and will be billed at the then current extra-duty permit hourly rate.

5.4 The SHERIFF shall invoice the TOWN within ten (10) days of the close of each month. Payments shall be made in equal monthly increments and shall be remitted to the SHERIFF before the 25th day of the month preceding the month of service.

5.5 The TOWN shall fund the cost of any third-party agreements related to the performance of this Law Enforcement Services Agreement, including additional crime analysis and audit functions as determined necessary and approved by the TOWN.

5.6 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

ARTICLE 6 – AUDIT OF RECORDS

6.1 The TOWN may, upon reasonable notice to the SHERIFF and in accordance with Florida law, examine the existing SHERIFF's records relating to the services provided pursuant to the terms of this Agreement.

6.2 Records not prepared by the SHERIFF in the ordinary course of business may be provided as the TOWN and SHERIFF may agree.

6.3 The TOWN may elect to perform the audit itself or to have an outside third party do so.

ARTICLE 7 – FINES AND FORFEITURES

7.1 Law Enforcement Education Funds

All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for the TOWN pursuant to Section 938, Florida Statutes, shall be assigned over to the SHERIFF and used by the SHERIFF for the law enforcement education purposes for those officers assigned to the Town of Loxahatchee Groves. Apart from such funds, the SHERIFF shall have no claim or right to any other monies or things of value which the TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with police or law enforcement activities.

7.2 Chapter 316, Florida Statutes, Fines

All fines and forfeitures levied and collected pursuant to Chapter 316 Florida Statutes, as the same may be amended from time-to-time, shall be forwarded to the TOWN consistent with the distribution requirements of Section 318.21 Florida Statutes.

7.3 Alarm Ordinance Fines and Fees.

The TOWN shall be entitled to receive a portion of the fines and alarm permit revenues generated within the jurisdictional limits of the TOWN pursuant to the Palm Beach County Alarm Ordinance, as currently adopted and as it may be amended from time to time. The Sheriff will deduct a maintenance fee of twenty five percent (25%) from the proceeds of the alarm fines and alarm permit revenues for those costs associated with the administration of the alarm ordinance, which includes but is not limited to: Maintenance of equipment, postage, paper, envelopes and support staff related to the billing processing of alarm permits.

ARTICLE 8 – INSURANCE

8.1 The SHERIFF is a self-insured entity pursuant to Chapter 768, Florida Statutes, and will maintain sufficient general liability and automobile liability self-insurance funds as required by law.

8.2 Self-insurance funds necessary to cover general liability and automobile liability will remain throughout the term of this Agreement, as the same may be extended in accordance with provisions thereof.

ARTICLE 9 – HOLD HARMLESS

9.1 To the extent permitted by Florida law and without waiving any statutory and constitutional Sovereign Immunity protections, the SHERIFF holds the TOWN harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement, and the SHERIFF shall indemnify the TOWN for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the TOWN might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement.

In no event shall the SHERIFF hold harmless or indemnify the TOWN from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of intentional or negligent acts of the TOWN, its employees, agents, servants, visitors, and/or any other third parties.

9.2 To the extent permitted by Florida Law and without waiving any statutory and constitutional Sovereign Immunity protections, the TOWN holds the SHERIFF harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the TOWN while in the performance of this Agreement, and the TOWN shall indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF might suffer in connection with or as a result of the intentional or negligent acts and the

alleged intentional or alleged negligent acts of the employees or appointees of the TOWN while in the performance of this Agreement.

In no event shall the TOWN hold harmless or indemnify the SHERIFF from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the SHERIFF, its employees, agents, servants, visitors, and/or any other third parties.

ARTICLE 10 – INDEPENDENT CONTRACTOR

10.1 The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his Deputies pursuant to law and Article 3.

ARTICLE 11 – TERM

11.1 This Agreement shall remain in full force and effect commencing October 1, 2017 and ending September 30, 2027, all dates inclusive unless the Agreement is otherwise extended or terminated in accordance with the terms thereof.

11.2 In the absence of a notice of termination in accordance with Article 12, this Agreement shall automatically renew annually subject to the costing proposal by the SHERIFF and subsequent to approval by the TOWN.

ARTICLE 12 – TERMINATION

12.1 The TOWN or the SHERIFF may terminate this Agreement with or without cause upon written notice to the other party of this Agreement only as set forth in this subsection. Written notice shall be delivered by March 31st of any given year for termination effective as of October 1st of the following fiscal year. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Manager.

ARTICLE 13 – TRANSITION

13.1 In the event of the termination or expiration of this Agreement, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF's Office to a TOWN Police Department, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

ARTICLE 14 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED

14.1 The SHERIFF, by his execution hereof, does hereby represent to the TOWN that he has full power and authority to make and execute this Agreement pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect that:

A. His making and executing this Agreement shall create a legal obligation upon himself and the Palm Beach County Sheriff's Office.

B. This Agreement shall be enforceable by the TOWN according and to the extent of the provisions hereof.

14.2 Nothing herein contained and no obligation on the part of the SHERIFF to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.

14.3 The Town Mayor, by his execution hereof, does represent to the SHERIFF that he/she has full power and authority to make and execute this Agreement on behalf of the Town of Loxahatchee Groves, pursuant to Resolution No. R2017-XX of the Town Council.

14.4 Nothing herein contained is any way contrary to or in contravention of the Charter of the Town of Loxahatchee Groves or the laws of the State of Florida.

ARTICLE 15 – NOTICE

15.1 The persons to receive notice under this Agreement are:

TOWN MANAGER:
William F. Underwood, II
155 F Road
Loxahatchee Groves, FL 33470

TOWN ATTORNEY:
Mike D. Cirullo, Jr.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

SHERIFF:
Ric L. Bradshaw
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

SHERIFF'S AGENCY ATTORNEY:
Department of Legal Affairs
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

ARTICLE 16 – NON-ASSIGNABILITY

16.1 The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon written consent of the Town Council, which consent must be evidenced by a duly passed resolution.

ARTICLE 17 – THIRD PARTIES

17.1 In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

ARTICLE 18 – JOINT PREPARATION

18.1 The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 19 – ENTIRE AGREEMENT

19.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

IN WITNESS WHEREOF, the parties hereto execute this instrument, at the time set forth below.

ATTEST:

By: Virginia M. Walton
Virginia Walton, Town Clerk

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: David Browning
David Browning, Mayor

Dated: JUNE 6, 2017

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Michael D. Cirullo, Jr., Town Attorney

ATTEST:

By: _____
Antonio Araujo, Major

SHERIFF OF PALM BEACH COUNTY

By: _____
Ric L. Bradshaw

Dated: 6/7/2017

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Sheriff's Agency Attorney

EXHIBIT A

This Exhibit A was adopted as part of the Agreement effective October 01, 2017.

Palm Beach County Sheriff's Office Allocations	
Title	Quantity
Deputy Sheriff LE	5
TOTAL	5

The total of 5 Deputy Sheriffs covers 1 Deputy on duty 24 hours a day, 7 days per week.

Increases in future allocations will be mutually agreed upon.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

TO: **Mayor and Town Council of the Town of Loxahatchee Groves**

FROM: **Francine L. Ramaglia, Town Manager**

DATE: **December 2, 2025**

SUBJECT: **Discussion of Council Workshop Items 10/21/25**

Legal Sufficiency:	☐ **Reviewed**	☒ **Not Reviewed**
	☐ **Approved**	☐ **Not Approved**

Background:

Based upon discussion at the Council's workshop meeting the following items require Council to provide Staff with formal direction, and/or vote on proceeding with the items below:

A. Ordinances & Resolutions
- Resolution Amending Road Name: Okeechobee Boulevard to Middle Road:

Consideration and adoption of a Resolution formally changing the official name of the Palm Beach County road known as Okeechobee Boulevard (within Town limits) back to its historic name, Middle Road, to reinforce the Town's Comprehensive Plan for a two-lane main street.

B. New Business & Policy
- Adoption of Council Policy on Public Disclosure of Meeting Documents:

Consideration and adoption of a formal Council policy requiring all documents, written reports, or handouts distributed to the Town Council at any public meeting (including last-minute additions and supplemental materials) be immediately posted and linked to the corresponding online agenda for public access and transparency.

- Review and Potential Amendment of Town Council Rules and Procedures:

Review of the Town's Rules and Procedures, with specific attention to the clause allowing the Council majority to remove a Council member from the dais. Discussion and possible direction to staff/attorney for drafting amendments.

C. Discussion Items
- Clarification on Sunshine Law Communication:

A presentation by the Town Attorney on case law or Attorney General opinions regarding one-way communication (e.g., email with no reply) between individual Council members, and whether this method is permissible under Florida's Sunshine Law. The intent is to make sure there is compliance with State law during discussions on certain matters.

- Website Calendar Synchronization Status:

Update from staff on the status and steps being taken to synchronize the Town's homepage calendar with the agenda/municode calendar to avoid conflicting information.

- Committee Assignments:

Discussion on tasking committees.

Fiscal Impact:

Not applicable.

Recommendation/Motion:

Recommendation: Provide direction to Town staff.

Attachments:

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

TO: **Town Council of the Town of Loxahatchee Groves**

FROM: **Anita Kane, Mayor**

DATE: **December 2, 2025**

SUBJECT: **Discussion and Direction on Items from the Town Council Workshop Meeting on November 18, 2025 regarding Town's Priority List**

Legal Sufficiency: ☐ **Reviewed** ☒ **Not Reviewed**
☐ **Approved** ☐ **Not Approved**

Councilmembers,

Thank you for a productive and collaborative discussion at the Town Council Workshop meeting held on Tuesday, November 18, 2025. As agreed, I have consolidated the items identified from our broader priorities list into a more focused working list. This refined list will serve as the basis for our next step: establishing the Council's formal priorities.

Below is the compiled list for Council's review and preparation:

Refined Priority Discussion List (Strategic Planning Focus)

- **Enhancement of Town Communication Practices** – including evaluation of required Asana program use, standardized internal communication protocols, and community satisfaction measurement tools/surveys.
- **Strengthening Code Enforcement Operations** – prioritizing consistent enforcement, improved compliance processes, and resources needed to address community expectations.
- **Resolution of Longstanding Problem Properties** – developing strategies for remediation, compliance, and long-term monitoring.
- **Clarification and Application of Vested Rights** – reviewing existing vested rights, policies, and procedures to ensure consistency, transparency, and defensibility.
- **Strategic Review and Renewal of Major Contracts** – implementing a four-month lead time for research, negotiation preparation, and Council discussion on upcoming renewals.
- **Okeechobee Boulevard Corridor Protection and Beautification** – including evaluation of weirs, culverts, landscaping, and overall corridor resiliency.
- **Assessment of Reclaimed Water Opportunities Along Okeechobee** – exploring feasibility, long-term benefits, and infrastructure needs.
- **Management of Manure and Vegetative Debris** – identifying sustainable solutions and regulatory improvements to support environmental and neighborhood health.
- **Commercial Corridor Preservation and Policy Development** – defining long-term vision, development parameters, and protection strategies for the commercial corridor.

- **Analysis and Completion of Gap Roads** – determining priorities, funding strategies, and timelines for addressing incomplete roadway segments.
- **Review of SB 180 and Home Rule Implications** – evaluating impacts on municipal authority, policy adjustments, and strategic responses.
- **FDA Easement and Agricultural Permit Coordination** – clarifying requirements, streamlining processes, and establishing guidelines consistent with local needs.
- **Neighborhood Drainage Improvement Strategy** – prioritizing drainage projects, evaluating infrastructure gaps, and supporting long-term resiliency.
- **Trail System Connectivity and Wayfinding Program** – developing a cohesive plan for trail connections, signage, and accessibility.
- **Continuation of Legislative and Intergovernmental Advocacy Efforts** – aligning lobbying priorities with Council goals and monitoring emerging issues.
- **Solid Waste, Trash, and Debris Management Enhancements** – exploring operational improvements to maintain community appearance and service levels.
- **Comprehensive Strategic Planning Initiative** – establishing long-range goals, performance indicators, and implementation frameworks for the Town's future development and governance.
- **Mandatory Checklists for FEMA, FDA, and Easements** – ensuring residents and developers have clear, upfront requirements to streamline permitting, reduce delays, and improve compliance.
- **Town's 20th Anniversary Celebration (October 2026)** – developing a long-term event strategy, program design, and resource allocation plan.
- **Holiday Parade Float – "Past to Present" Theme** – incorporating historical and cultural elements that honor the Town's heritage and evolution.
- **Council Member Project Selection Mechanism** – establishing a structured process allowing each Council Member to champion a signature project (e.g., mural installation, tree plantings) to foster community engagement and visibility.
- **Succession Planning and Workforce Development** – implementing staff training programs, professional development opportunities, and long-term strategies to strengthen internal capacity and ensure organizational continuity.

The Town Council Workshop Meeting on Tuesday, December 16, 2025, will include the following agenda items: (1) *Discussion on Council Priorities* and (2) *Discussion on the Town's Upcoming 20th Anniversary Celebration*. Both topics will benefit from thoughtful planning and early engagement.

As we move forward with refining and prioritizing these initiatives, it will be essential for Council and staff to collaboratively determine the projected timelines, required resources, feasibility considerations, cost implications, and the appropriate responsible party for each item. Establishing these components early will ensure that our priorities are realistic, measurable, and effectively aligned with the Town's operational capacity. This approach will also support transparent decision-making, long-range planning, and the successful implementation of the Council's strategic goals. I look forward to a robust and forward-thinking conversation in December as we work together to advance these priorities and position Loxahatchee Groves for a successful year ahead.

Town of LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470

TO: **Mayor and Town Council**

FROM: **Caryn Gardner-Young, Community Standards Director**

THRU: **Francine Ramaglia, Town Manager**

DATE: **December 2, 2025**

SUBJECT: **Sign Code Education Program**

The Town of Loxahatchee Groves (Town) is conducting a comprehensive update to its Sign Code Regulations, implementing guidelines and policies. The primary policy objectives are to rewrite the sign code to be easier to read, implement and provide clear and concise regulations for the public as well as improve processing time for permits as well as comply with recent Supreme Court rulings. Also, to consider other types of signage that is not currently permitted within the Town (i.e. Fully Electronic Message Centers).

Town Staff has also reviewed the existing Sign Code and noted that the amortization requirements adopted decades ago have not changed, yet they have also not been enforced since adoption. The Town Council recently authorized Town Staff to begin enforcement of unpermitted signs unless the property falls under the Right to Farm Act. We are starting with the commercial businesses along Southern Blvd and Okeechobee Blvd. We have made a records request for building permits with the County for the following properties:

13295, 13475, 14471, 14565, 14567, 14579, 14703, 14705, 14745, 15439, 15589, 15597, 15625, 15673, 15689, 15389, 12948 and 14563 Southern Blvd.

Many of these properties have multiple permits so the County has asked for additional time in which to provide the information. Once the information is received, we will compare the building permit to the existing sign to determine if any action needs to be taken. We are conducting the same process for Town issued building permits. It is intended that enforcement will begin after the first of the year.

However, with the recent Town Council direction authorizing Town Staff to begin bringing existing signs into compliance, it is essential to acknowledge that many residents and businesses are not aware of the current standards. Therefore, Town Staff is recommending a Public Outreach Program. The goal of the Public Outreach Program is to ensure that the broadest affected

population is informed and educated about the existing Sign Code regulations and is provided an opportunity to ask questions in a friendly and welcoming atmosphere.

Compliance is the goal, and to achieve that, our community must understand what the existing enforceable requirements are—primarily sign size, location, and physical type—along with receiving assistance and guidance to get into compliance without hardship.

This outreach will also serve as an important opportunity to solicit resident and business input on what they would like to see—or not see—in a future Sign Code, provided that any concept aligns with federal requirements and case law. One of the unique challenges for Loxahatchee Groves is understanding how sign regulations apply to agricultural properties, farm-related signs, and agritourism activities. These issues require careful attention and community discussion.

Following this outreach, Town Staff can develop a set of best-practice examples to help guide future compliance, and these can be made available on the Town's website along with relevant sign permit applications.

Town Staff will conduct two Open Houses at Town Hall to allow for the broad dissemination of information and opportunity for comment(s). One during the day and one at night in an attempt to enable the broadest number of businesses to attend one or more meetings. Notice of the public Open House(s) will be placed on the Town's website, posted at Town Hall, published in social media and Code Compliance will hand out flyers.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

TO: **Mayor and Town Council of the Town of Loxahatchee Groves**

FROM: **Francine L. Ramaglia, Town Manager**

DATE: **December 2, 2025**

SUBJECT: **Discussion on SWOT Analysis Report**

Legal Sufficiency:	☐ **Reviewed**	☐ **Not Reviewed**
	☐ **Approved**	☐ **Not Approved**

Background

Pursuant to the Town Manager's employment agreement, which requires facilitation of an annual Organizational Review (SWOT analysis) and a Strategic Plan refresher to evaluate the effectiveness of Town operations and align goals prior to budgeting for the next fiscal year, this item summarizes those findings and recommends next steps to strengthen organizational alignment and leadership.

Both the internal SWOT (January–May 2025) and the Actuate Consulting external review (August–September 2025) confirmed that the Town's challenges stem from misaligned communication, workload imbalance, reactive leadership patterns, and a lack of shared focus—not from a lack of dedication. Actuate's analysis largely validated the internal findings and reinforced the need for clearer alignment between Council policy direction and administrative implementation.

SWOT Summary

Together, the internal and external SWOTs provide valuable perspective: the Town is a small, high-performing organization under heavy strain — not a toxic one. The path forward lies in reinforcing internal communication, sequencing priorities realistically, and maintaining stable leadership.

The internal SWOT, completed earlier this year, led to the development of a reorganization plan and a staff training plan focused on communication, leadership development, professional growth, and customer service. These plans were shaped by confidential staff input, group discussions, and management debriefings.

The external SWOT, conducted by Actuate Consulting (August–September 2025), largely confirmed these findings and added insight into broader governance and organizational culture challenges. Cross-Cutting Themes Identified by Both Reviews:

- Strategic Planning & Budget: Lack of a long-range strategic plan; reactive budgeting; competing short-term priorities.
- Organizational Capacity & Staffing: Limited depth; reliance on part-time or contracted roles; insufficient coordination and accountability.
- Governance & Council Relations: Lack of cohesion, unclear understanding of Charter roles, and political interference in administrative matters.
- Leadership & Culture: Morale impacted by Council dynamics; limited investment in leadership development; need for a stronger "one team" culture.
- Community Relations & Customer Service: Public confusion about Town processes; inconsistent messaging; need for stronger rural identity and outreach.

Actuate reaffirmed that the Town Manager's knowledge and dedication remain significant organizational strengths. However, the report also found that there is the need to slow the pace of operations, delegate effectively, and focus on long-term priorities rather than reaction. Building internal leadership capacity and empowering staff to assume appropriate levels of responsibility are essential to maintaining stability and resilience.

Survey Context

It is important to note that the Actuate survey results were limited and not statistically valid as performance data. Not all employees were surveyed, not every question applied to every person, and several of the statements referred broadly to "supervisors" or "Council" rather than to any specific individual.

Actuate's principal confirmed that only comments explicitly naming the Town Manager were attributable to her; all other responses reflected broader organizational dynamics. Therefore, the results should be viewed as a general indicator of organizational climate, not as a performance evaluation. They do highlight areas worthy of further attention — particularly communication, delegation, and leadership development.

Discussion

A balanced investment in governance and leadership training, combined with the Strategic Plan refresher required by the Town Manager's contract and incorporating the most significant results of the recent SWOT analyses, will help the Council and Manager establish shared priorities, reinforce accountability, and sustain organizational stability and success.

A cost-effective and tailored approach to this training may be available through the Florida League of Cities (FLC) and the Florida Institute of Government (FIOG), affiliated with Florida State University and other public institutions. Both organizations specialize in customized governance,

civility, and leadership programs for small municipalities, addressing Council–Manager form of government relations (includes all leadership and managers), policymaking, communication, and community trust.

Staff identified the need for this type of training earlier in the year, obtained preliminary quotes, and can update and present these and other options for Council consideration if there is interest in proceeding.

Direction

The key questions for Council consideration are:

1. What level of training investment does the Council wish to make in governance, communication, leadership, and alignment?
2. Would an on-site, customized governance workshop—focused on the Town's specific challenges—be beneficial to strengthen Council–Manager form of government collaboration (includes all leadership and managers) and clarify Charter roles?
3. Should the Town move forward with a Strategic Plan Refresher, incorporating the internal and external SWOT findings to realign priorities, focus resources, and establish measurable outcomes?
4. Should staff begin scheduling a series of Strategic Plan Refresher Workshops, incorporating findings from the 2025 internal and external SWOTs to realign priorities, clarify Council–Manager roles, and define measurable outcomes.

ACTUATE CONSULTING

2025 OBSERVATION REPORT

Prepared By:

Actuate Consulting

Presented To:

Town of Loxahatchee Groves

ACTUATE CONSULTING

September 15, 2025

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

We are pleased to present this comprehensive report, which highlights the findings and insights gathered from our recent analysis of the Town of Loxahatchee Groves. Over the course of our study, we have reviewed various aspects of the organizational structure, leadership, training opportunities, and workplace culture within the department, as well as the key challenges identified by the employees.

This report aims to shed light on the strengths and opportunities for improvement that can enhance overall performance, collaboration, and employee satisfaction within Town of Loxahatchee Groves. Our observations and recommendations aim to create a work environment that promotes growth, transparency, and leadership excellence, while addressing areas that may benefit from additional attention.

We greatly appreciate the cooperation and input from all involved parties throughout the data collection process. We trust that the findings and recommendations outlined in this report will serve as valuable tools in guiding the future direction and success of the department.

We look forward to discussing this report with you in further detail and are available to provide any additional insights or clarifications you may require.

Thank you for your commitment to creating a better workplace for all employees at the Town of Loxahatchee Groves.

Best regards,

Checree Bryant

Checree Bryant
CEO

1212 US Highway 1, Suite H NPB, FL 33408 561-812-2935 checree@actuateconsultancy.com

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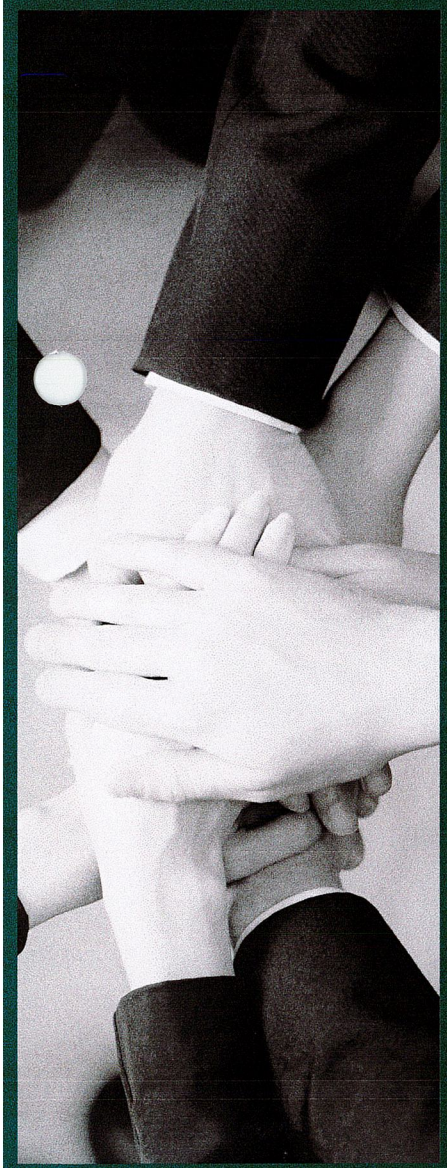

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Section 1: Executive Summary

The Town of Loxahatchee Groves is navigating significant challenges in leadership alignment, communication practices, and organizational culture. While staff and council are deeply committed to serving the community, the pace and style of leadership have placed the organization in a continual mode of crisis management, where new issues frequently displace established priorities. This reactive approach has made it difficult to sustain focus on long-term goals and has created strain across both staff and council.

A recurring theme identified is the absence of a clear, long-term strategic plan to guide priorities and roles. Without an established framework, initiatives often compete with one another, execution is delayed, and decision-making becomes fragmented. This lack of alignment has weakened cohesion across the organization and reduced the Town's ability to sustain forward momentum.

Communication gaps also emerged as a persistent concern. Internally, staff expressed frustration with unclear delegation, duplicated tasks, and the absence of consistent project management systems. Although software has been introduced, it remains underutilized, creating inefficiencies and misalignment.

Externally, the public decision-making environment has been shaped by both transparency and tension. While council meetings remain open forums, the tone and conduct within them have, at times, left staff and community members cautious about voicing their perspectives. Reports of Town Council, residents, and employees experiencing intimidation beyond the council chamber further illustrate the need for greater safeguards to ensure open and safe participation.

The Town Manager is consistently recognized as highly knowledgeable, which stands out as a key strength for the organization. At the same time, the heavy reliance on her direct involvement in various tasks has impacted her ability to focus on higher-priority strategic functions.

Section 1: Executive Summary

This tendency, combined with a desire to ensure all details are addressed personally, has created missed opportunities to delegate, empower staff, and reinforce professionalism at all levels of the organization.

Despite these challenges, the assessment also revealed strong foundations of resilience: staff dedication, community engagement, and a governing body that values transparency. By addressing the gaps in leadership pace, priority-setting, and communication management, the Town of Loxahatchee Groves has the potential to shift from a cycle of reactivity to a culture of clarity, professionalism, and long-term stability.

Section 2: Project Overview

The Town of Loxahatchee Groves engaged Actuate Consulting to conduct a SWOT and Observation Report designed to evaluate internal Town Council, Executive Staff, Managers effectiveness, organizational health, and council-staff dynamics. This project provided a neutral, data-driven perspective of the Town's strengths, weaknesses, opportunities, and threats, while also documenting observations of council meetings and leadership behaviors in real time.

The purpose of this engagement was twofold:

1. SWOT Analysis - to capture a comprehensive picture of the Town's organizational culture, leadership alignment, communication practices, and external pressures.
2. Observation Report - to evaluate leadership pace, priorities, and communication dynamics through direct observation of council meetings, staff interactions, and public engagement.

This dual approach was designed to ensure that findings reflected not only employee and leadership perceptions but also observed behaviors and patterns.

Scope of the Assessment:

- Leadership alignment and decision-making processes.
- Communication practices, including internal consistency and external transparency.
- Staff morale, collaboration, and organizational health.
- Council-community interactions and external influences on priorities.
- Strengths and opportunities for development.
- Weaknesses and threats impacting stability and trust.

Section 2: Project Overview

Objectives:

- Identify organizational strengths that support resilience and community service.
- Define opportunities for leadership development, communication systems, and cultural alignment.
- Highlight threats, both internal and external, that create risks for long-term stability.
- Capture observations of leadership pace, priority-setting, and communication styles that impact daily operations.

By combining the SWOT framework with direct observation, this report provides both a diagnostic and experiential perspective of the Town's leadership culture, organizational health, and ability to balance long-term vision with short-term pressures.

Section 3: Methodology

This report was developed using a dual approach that combined the structure of a SWOT analysis with insights gathered through direct observations. The intent was to capture not only staff and leadership perceptions, but also lived behaviors and organizational dynamics as they occur in real time.

3.1 Data Collection

- Confidential Interviews: Conducted with the Town Manager, council members, staff, and consultants to explore individual perspectives on strengths, weaknesses, opportunities, and threats. These conversations ensured candid input and helped validate recurring themes.

- Document Review: Town-provided documents, including strategic plans, organizational charts, and emails that were analyzed to establish historical and structural context.

- Council Meeting Observations: Five council meetings were observed, focusing on communication flow, leadership behaviors, decision-making pace, and the impact of community participation on council priorities.

3.2 SWOT Framework

Observations, interviews, and document review were synthesized into the SWOT analysis, categorizing feedback into:

- Strengths: Existing assets in leadership, staff dedication, and community engagement.
- Weaknesses: Internal gaps in communication, collaboration, and trust.
- Opportunities: Areas where leadership development, culture-building, and systems could drive improvement.
- Threats: Internal risks and external pressures that could destabilize the Town's progress if left unaddressed.

Section 3: Methodology

3.3 Observation Lens

Observations of council meetings provided critical insights into:

- Leadership Pace & Priorities: Whether decision-making was proactive and strategic or reactive and crisis-driven.
- Communication Styles: Tone, professionalism, and the clarity of exchanges between council, staff, and community.
- Council–Community Dynamics: The influence of public participation on decision-making and the safety of those engaging in dialogue.
- Role Alignment: How well council members and the Town Manager understood and executed their responsibilities in line with long-term vision.

3.4 Triangulation of Data

By cross-referencing interview feedback, document review, and live observations, the findings of this report reflect both measurable patterns and lived realities. This process ensured that no single perspective dominated the analysis, but instead contributed to a balanced, evidence-based picture of leadership and organizational culture in the Town of Loxahatchee Groves.

Section 4: Key Findings SWOT Analysis

The assessment revealed consistent themes across interviews and observations. These themes highlight areas of strength that can be leveraged, as well as weaknesses, opportunities, and threats that must be addressed for the Town to operate with clarity, cohesion, and long-term stability.

Strengths

- Dedicated and Resilient Staff – Employees demonstrate strong commitment to community service despite resource limitations and turnover history.
- Community Engagement – Residents remain actively involved in council meetings, ensuring transparency and accountability to the public.
- Transparency in Process – Council deliberations are conducted in open forums, reinforcing a culture of visibility even when debates are lengthy or contentious.
- Knowledgeable Leadership – The Town Manager is widely recognized for her expertise and technical knowledge, providing a valuable foundation for organizational decisions.
- Diversity of Perspectives – Town Council bring varied viewpoints, which, when managed effectively, can broaden solutions and prevent groupthink.

Weaknesses

- Reactive, Crisis-Driven Pace – Leadership (Town Council, Town Manager, Executive Staff) frequently shifts priorities in response to immediate pressures, reducing focus on long-term goals.
- Lack of Strategic Alignment – The Council and the Town Manager have not consistently established or maintained a unified long-term vision. In the absence of a clear strategic plan, priorities often compete with one another, and roles are interpreted differently, creating fragmentation in decision-making and slowing progress toward sustainable goals.
- Communication Gaps – Inconsistent delegation and the absence of effective project management tools (e.g., unused Asana system) create confusion, duplication, and inefficiency.
- Micromanagement and Favoritism – Staff reported perceptions of inequity in assignments and recognition.
- Underdeveloped Succession and Training Systems – Limited professional development and the absence of structured succession planning create vulnerability during transitions.

Section 4: Key Findings SWOT Analysis

Opportunities

- Leadership Development – Coaching and workshops can strengthen communication, decision-making, and professional delegation.
- Cultural Alignment – Defining and embedding shared values can improve morale, professionalism, and unity across staff and council.
- Project Management Discipline – Implementing or fully adopting project management tools can streamline communication and accountability.
- Community Engagement Protocols – Structured guidelines for public participation and communication can preserve transparency while reducing intimidation and fear.

Threats

- External Pressures – Community reactions often shift the council's focus, creating instability in decision-making and pace.
- Intimidation and Safety Concerns – Reports of residents being followed or intimidated after council meetings create fear of participation and erode trust in open dialogue.
- Morale Erosion – Ongoing perceptions of favoritism, micromanagement, and lack of transparency risk burnout and disengagement.
- Turnover and Instability – High turnover history and limited succession planning threaten continuity and institutional knowledge.
- Public Credibility – Public disagreements and fragmented council priorities weaken external trust in leadership and government effectiveness.

This analysis illustrates that while the Town of Loxahatchee Groves has significant strengths, dedicated staff, engaged residents, and knowledgeable leadership, there are equally pressing weaknesses and threats that, if left unresolved, could undermine progress. Opportunities exist to transform these gaps into areas of growth by building alignment, embedding systems, and prioritizing long-term stability over short-term reaction.

Section 5: Observation Report

As part of the assessment, five Town Council meetings were observed to evaluate leadership behaviors, communication flow, decision-making pace, and council–community interactions. These sessions provided a real-time view of the cultural and organizational dynamics influencing both staff and governance.

Council Meeting Dynamics

Council meetings demonstrated strong resident engagement and a commitment to transparency through open deliberations. However, the tone of discussions often shifted into reactive and positional exchanges rather than collaborative problem-solving. This contributed to prolonged debates, uneven prioritization, and delays in decision-making.

Decision-Making Pace and Priorities

- Leadership appeared to operate in crisis management mode, frequently shifting focus in response to emerging issues or external pressures.
- Established priorities were often displaced by new concerns raised during meetings, creating a cycle of competing priorities.
- This reactive pace limited the council's ability to maintain strategic focus and undermined progress on long-term goals.

Communication Styles

- Interactions between council members and staff varied significantly, ranging from professional to tense.
- Staff frequently responded cautiously, suggesting hesitation to speak openly due to concerns about misinterpretation or conflict escalation.
- Discussions with the public occasionally reflected frustration or defensiveness, which reduced the overall effectiveness of dialogue.

Section 5: Observation Report

Council-Community Dynamics

- Community participation was robust, but at times adversarial. Public comments carried significant influence on decision-making, often shifting the council's pace and focus.
- Reports surfaced of Town Council, employees, and residents experiencing intimidation after meetings, including being followed outside by disgruntled residents. Such incidents discourage open participation and undermine public trust in the process.
- While transparency is a noted strength, the lack of structured communication management has created psychological safety concerns for both staff and residents.

Role Alignment

- Observations revealed gaps in how council members and the Town Manager understood and executed their roles.
- The Town Manager's expertise is a clear asset to the Town, although her direct engagement in tactical responsibilities has at times pulled focus away from the broader strategic leadership functions required of her position.
- Limited delegation to staff reduced opportunities for empowerment and professional growth, while also creating inefficiencies in project management and execution.

Professionalism and Culture

- While care and concern were evident, the overall culture of council meetings often lacked a consistent professional framework.
- Prolonged debates over details, public disagreements, and reactive decision-making signaled opportunities for leadership to set and maintain a more stable, professional tone.
- A deficit in the use of structured project management systems (e.g., the unused Asana platform) contributed to communication breakdowns and accountability gaps.

Section 5: Observation Report

Summary:

The observations confirmed that the Town's leadership environment is characterized by dedication to transparency and community engagement, but also by reactivity, inconsistent professionalism, and gaps in role clarity. Without improved communication management, stronger delegation, and a clearer alignment of pace and priorities, the risk of continued instability remains high.

Section 6: Leadership Pace & Priorities

The pace, focus, and priorities of leadership within the Town of Loxahatchee Groves were consistent themes throughout the interviews and direct observations. While council members and the Town Manager are dedicated to serving residents, the approach to leadership is often reactive rather than strategic, which undermines efficiency and long-term progress.

Crisis-Driven Decision-Making

- Leadership frequently operates in a constant state of crisis management, where new issues and resident concerns regularly displace established priorities.
- This cycle creates an environment where priorities compete rather than align, reducing momentum on long-term initiatives and leaving staff uncertain about where to focus their efforts.

External Pressures and Influence

- The pace and direction of decision-making are strongly influenced by external pressures, particularly during public comment and community interactions.
- While transparency is valued, the weight of these external responses often results in rapid shifts in focus, slowing progress on strategic goals.
- The absence of clear boundaries and communication protocols has, in some cases, escalated into intimidation of residents and staff, raising concerns about psychological safety and open participation.

Lack of Congruent Vision

- Council members and the Town Manager do not consistently share a unified understanding of the long-term vision for the Town.
- Differing priorities and interpretations of individual roles contribute to fragmented decision-making and slow follow-through.
- Without alignment around collective goals, leadership energy is spread thin across competing agendas rather than coordinated for maximum impact.

Section 6: Leadership Pace & Priorities

Role of the Town Manager

- The Town Manager is widely respected for her knowledge and expertise, which is viewed as one of the Town's greatest strengths.
- However, her tendency to take on too many tactical responsibilities dilutes her ability to focus on strategic leadership.
- A stronger emphasis on delegation and staff empowerment would free the Town Manager to concentrate on high-level priorities and strengthen her team's capacity.

Project Management Gaps

- The Town has adopted project management software (Asana), but it is not being used effectively—or at all.
- The absence of a functional system has resulted in duplicated assignments, unclear delegation, and reduced accountability.
- This deficit reinforces communication challenges and prevents leadership from tracking progress consistently.

Professionalism and Tone

- While care and concern are evident, council proceedings and staff interactions do not always reflect a professional framework of communication and accountability.
- Debates over details, public disagreements, and reactive shifts in direction signal the need for a more disciplined approach to leadership and cultural tone-setting.

Summary:

The Town's leadership pace and priorities reflect a tension between dedication to community service and reactive, crisis-driven patterns. Without stronger alignment on vision, improved delegation, and consistent project management, leadership risks perpetuating inefficiency, eroding trust, and missing opportunities for long-term progress.

Section 7: Survey Results Overview

Chain of Command

- Internal staff: 50% yes | 50% no
- External staff: 88% yes | 13% no
- Overall: 71% yes | 29% no

Interpretation: Internal staff experience much more confusion about authority and accountability compared to external staff.

Comfort Addressing Issues with Supervisors

- Internal staff: 67% yes | 17% no
- External staff: 75% yes | 25% no
- Overall: 71% yes | 21% no

Interpretation: Both groups show relative comfort, but internal staff express slightly higher hesitation.

Training Opportunities

- Internal staff: 33% yes | 17% no
- External staff: 25% yes | 13% no
- Overall: 29% yes | 14% no

Interpretation: Both groups see training as inadequate, with especially low satisfaction among internal staff.

Workplace Atmosphere

- Internal staff: 33% yes | 67% no
- External staff: 75% yes | 0% no
- Overall: 57% yes | 29% no

Interpretation: Internal staff describe the environment as much less collaborative, while external staff view it positively.

Section 7: Survey Results Overview

Favoritism in the Workplace

- Internal staff: 67% yes | 33% no
- External staff: 57% yes | 43% no
- Overall: 62% yes | 38% no

Interpretation: Favoritism is strongly perceived across both groups, but especially among internal staff.

NOTE:

The term internal staff refers to management employees and staff who work directly within the Town Hall building.

The term external staff refers to individuals who work outside of the Town Hall building, including those in the Building Division, members of the Town Council, and external consultants.

Section 8: Recommendations

The Town of Loxahatchee Groves is at a pivotal point in its organizational journey. The observation revealed strengths that reflect a resilient and dedicated staff, engaged residents, and a council committed to transparency. At the same time, it exposed gaps in leadership alignment, communication, and workplace culture that, if unaddressed, could erode trust, morale, and long-term stability.

A recurring theme throughout this process was the contrast between internal Town Hall staff and external respondents. Internal staff consistently reported lower satisfaction with the chain of command, workplace atmosphere, and transparency, while also perceiving higher levels of favoritism and micromanagement. External respondents, council, consultants, and field employees viewed the organization more positively but are less impacted by the day-to-day dynamics inside Town Hall. This divide underscores the urgent need to focus improvement efforts where the risks are most acute: the internal workforce.

The Town's leadership pace and priorities further reflect a cycle of crisis management, where immediate pressures frequently displace long-term goals. Without a unified vision, consistent role clarity, and effective project management, progress will continue to stall, and frustrations will deepen.

Moving forward, success will depend on three critical shifts:

1. Council and Leadership Alignment – Clarifying vision, defining roles, and setting priorities that are strategic rather than reactive.
2. Internal Staff Empowerment – Establishing clear structures, professional development opportunities, and communication systems that reduce micromanagement and favoritism while boosting morale.
3. Safe and Transparent Community Engagement – Implementing structured communication management protocols and safeguards that protect both staff and residents from intimidation, ensuring open and fair participation.

Section 8: Recommendations

The developmental roadmap outlined in this report provides immediate, short-term, and long-term actions to strengthen trust, rebuild professionalism, and create sustainable systems. If consistently embraced, these steps will enable the Town of Loxahatchee Groves to transition from a cycle of reactivity to a culture of clarity, alignment, and long-term stability well-positioned to serve its community with excellence.

The observation revealed the need for intentional focus on strategic planning, executive leadership development, and improved communication practices. The following roadmap prioritizes leadership clarity and cultural alignment in the first phase, supported by training and systems that sustain long-term growth.

Immediate Priorities (0–3 Months)

- Executive Coaching: Initiate one-on-one coaching for the Town Manager and key leaders, to include members of the Town Council, focusing on communication, delegation, and strategic leadership.
- Strategic Planning Framework: Launch the creation of a clear long-term strategic plan to unify vision, align roles, and set measurable priorities for the Town.
- Communication & Culture Training: Conduct a foundational workshop on effective communication, professionalism, and cultural expectations for staff and leadership.
- DISC & Emotional Intelligence (EIQ) Training: Administer assessments and training to improve self-awareness, reduce conflict, and build stronger collaboration.
- Communication Protocols for Council Meetings: Introduce structured facilitation guidelines and an independent liaison to ensure safe, balanced, and professional dialogue.

Section 8: Recommendations

Short-Term Priorities (3–6 Months)

- Council & Staff Alignment Workshops: Facilitate sessions to reinforce the strategic plan, clarify responsibilities, and reduce fragmentation.
- Staff Development Program: Provide quarterly training focused on leadership skills, cross-department collaboration, and emotional intelligence application.
- Project Management Discipline: Reactivate or replace the unused project management platform, ensuring proper training and adoption to track tasks and accountability.
- Pulse Checks: Conduct regular surveys to monitor morale, communication effectiveness, and progress toward alignment.
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Long-Term Priorities (6–12 Months)

- Succession Planning Framework: Design career pathways and leadership development tracks to reduce turnover risk and strengthen organizational continuity.
- Cultural Alignment Initiative: Define and embed shared values to unify internal staff, field employees, and leadership around professionalism and service.
- Annual Strategic Retreat: Host a facilitated retreat to review progress, refresh the strategic plan, and reinforce staff collaboration.
- Ongoing Leadership Development: Sustain momentum through continued executive coaching, DISC/EIQ refreshers, and advanced communication workshops.

Proposal

Ongoing Services Options

To reinforce leadership alignment and cultural transformation, Actuate Consulting offers two levels of structured support. Both packages are designed to provide executive coaching, leadership training, and actionable recommendations with clearly defined time commitments.

Package 1: Leadership Alignment Program – $5,000/month

Scope of Support (capped at ~20 hours/month):

- 1:1 Executive Coaching for Town Manager – Two 90-minute coaching sessions each month (3 hours).
- Executive Leadership Training – One monthly 2-hour training session for executive team, rotating focus areas such as:
  - Strategic Leadership
  - Communication Protocols
  - DISC & Emotional Intelligence (EIQ) Application
- Council Meeting Participation – Attendance at one bi-monthly council meeting (up to 3 hours), followed by a written recommendation brief outlining actionable next steps.
- Advisory & Support – Up to 10 additional hours per month for preparation, documentation, executive coaching, and issue-specific advisement.

Please note: All services are capped at 20 hours per month. Any additional services beyond this cap will be billed at a rate of $250 per hour. Hours may be applied across a range of options, including training, executive coaching, and planning and development. Hours must be utilized within the month and may not be carried over.

Focus: Provides steady alignment and coaching for the Town Manager, while also developing the executive team's skills in communication, strategic thinking, and collaboration.

Proposal

Package 2: Leadership & Transparency Program – $7,500/month

Scope of Support (capped at ~30 hours/month):

- 1:1 Executive Coaching for Town Manager – Three 90-minute sessions each month (4.5 hours).
- Executive Leadership Training – Two monthly 2-hour training sessions for the executive team (4 hours).
- Council Meeting Participation – Attend monthly council meetings, followed by written recommendation briefs.
- Quarterly Staff Workshop – One extended 4-hour workshop per quarter, focused on topics such as:
  - Strategic Leadership
  - Organizational Culture Alignment
  - Conflict Resolution & Professional Communication
- Advisory & Support – Up to 15 additional hours per month for preparation, documentation, and on-demand advisement.

Please note: All services are capped at 30 hours per month. Any additional services beyond this cap will be billed at a rate of $250 per hour. Hours may be applied across a range of options, including training, executive coaching, and planning and development. Hours must be utilized within the month and may not be carried over.

Focus: Designed for municipalities ready to invest more deeply in both leadership and community trust. This package adds comprehensive council engagement, quarterly culture-building workshops, and enhanced coaching for the Town Manager.