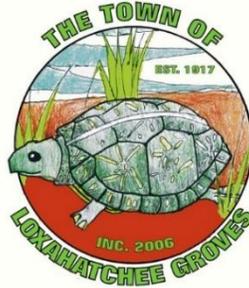


**TOWN OF LOXAHATCHEE GROVES  
TOWN HALL COUNCIL CHAMBERS  
TOWN COUNCIL REGULAR MEETING**

**AGENDA**

**May 5, 2020 - 7:00 P.M.**

**DUE TO THE COVID-19 EMERGENCY, NO PRE-COUNCILMEETING WORKSHOP IS SCHEDULED. PUBLIC AUDIENCE WILL NOT BE ACCOMMODATED ONSITE, PUBLIC COMMENT WILL BE ACCEPTED BY EMAIL OR WRITING TO THE CLERK IN ADVANCE.**



**Lisa El-Ramey, Mayor (Seat 3)**

**Phillis Maniglia, Councilmember (Seat 1)**

**Laura Danowski, Councilmember (Seat 2)**

**Robert Shorr, Councilmember (Seat 4)**

**Marge Herzog, Vice Mayor (Seat 5)**

**Administration**

Town Manager, James S. Titcomb

Assistant Town Manager, Francine L. Ramaglia

Town Attorney, R. Brian Shutt, Esq.

Town Clerk, Lakisha Q. Burch

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

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

**Comments from The Public on Non-Agenda Items**

Under authority of Governor’s E.O. 20-69 modifying rules for Public Meetings, and with COVID-19 State and County Emergency Declarations in place, Public Comments for this meeting will be received by email, or in writing to the Town Clerk’s Office until 6:30 PM day of this meeting. All comments received in this manner will be received and filed, to be acknowledged as part of the official public record for the meeting. No more than 10 attendees can be accommodated in the meeting, so the meeting will be live-streamed and captioned for the public via the town website.

**CONSENT AGENDA**

1. Approval of Meeting Minutes:
  - a. December 11, 2019 Special Meeting
  - b. December 17, 2019 Town Council Workshop Meeting

**PUBLIC HEARING**

2. Approval of SECOND Reading of Ordinance 2020-01 Amending Chapter 34 “Planning and Development” Amending Chapter 34 “Planning and Development”, Article II Planning and Zoning Board”, Section 34-25 “Composition and Term of Office”.
3. Approval of FIRST Reading of Ordinance 2020-02 Amending the Code of Ordinances by Repealing Chapter 2 “Administration, Article V “Procurement” and Enacting a New Article V “Procurement” Regarding Procurement Requirements; Providing for Conflict, Severability, Codification and an Effective Date.

**REGULAR AGENDA**

4. Approval of Contracts
  - a. Land Research Management, Inc. - Jim Fleishman
  - b. Keshavarz & Associates
  - c. WBI Contracting of Palm Beach – Jorge Perez
  - d. Davis-Ashton, P.A. (Special Magistrates) – Mitty Barnard
  - e. Simmons & White
5. Approval of Best Interest Invoices
  - a. Palmdale Oil
  - b. Labor Finders
  - c. United Rentals
6. Approval of Message Board
7. Approval of 4000 Gallon Water Truck
8. Approval of Road Maintainer

**Town Councilmembers Comments**

**Town Staff Comments**

**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.



155 F Road Loxahatchee Groves, FL 33470

Agenda # 1

**TO: Town Council of Town of Loxahatchee Groves**  
**FROM: Lakisha Burch, Town Clerk**  
**VIA: James Titcomb, Town Manager**  
**SUBJECT: Meeting Minutes for the month of December.**

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Staff recommends approval of the attached meeting minutes.



**TOWN OF LOXAHATCHEE GROVES  
TOWN COUNCIL MINUTES OF COUNCIL MEETING  
DECEMBER 11, 2019**

*Meeting audio available in Town Clerk's Office*

**CALL TO ORDER**

Mayor Shorr called the meeting to order at 9:30 a.m.

**PLEDGE OF ALLEGIANCE**

Mayor led the Pledge of Allegiance

**MOMENT OF SILENCE**

There was a Moment of Silence.

**ROLL CALL**

Mayor Robert Shorr, Vice Mayor David DeMarios, Councilmembers Laura Danowski, Lisa El-Ramey and Phillis Maniglia (absent excused), Town Manager James Titcomb, Town Attorney R. Brian Shutt and Town Clerk Lakisha Burch.

**ADDITIONS/DELETIONS/MODIFICATIONS OF AGENDA**

Vice Mayor DeMarios asked what was the information that was given to Town Council this morning. Town Clerk Burch responded by stating the information given to the Town Council is the hard copy of the information that was sent to Town Council last evening electronically.

**There were no additions, deletions or modifications of the agenda.**

**COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS**

The public is encouraged to offer comments on any non-agenda item. Generally, remarks by an individual will be limited to one time, up to three minutes or less. The Mayor or presiding officer has discretion to adjust the amount of time allocated.

**PRESENTATION**

1. Presentation of FY 2017-18 (FY18) Audits for both the Independent Loxahatchee Groves Water Control District (LGWCD) and the Town of Loxahatchee Groves Certified Annual Financial Report (CAFR) - from Terry Morton from Nowlen, Holt & Miner, P.A.

- a. Independent Loxahatchee Groves Water Control District (LGWCD) FY18 Audit

Terry Morton from Nowlen, Holt & Miner, P.A. presented the item to the Town Council stated that there was no change that he had regarding the Water District. Councilmember DeMarios asked about the resurfacing and restricted and unrestricted on the Statement of Net Positions. He

also inquired about net pension and deferred outflows and inflows. Mr. Morton responded to Councilmember DeMarios' questions.

Councilmember Danowski asked Mr. Morton has he had experience working with other municipalities with Special Districts and does he see anything that we have here in incongruous, different, scary or potential liable than anything he has experienced with other municipalities. Mr. Morton responded no there is really nothing out of the ordinary.

b. Town of Loxahatchee Groves FY18 Certified Annual Financial Report (CAFR)

Terry Morton from Nowlen, Holt & Miner, P.A. presented the item to the Town Council. He stated that he would be going with the Town of Loxahatchee Groves' audit and note any changes that has been made. He also gave explanation of how the audit is reviewed and the table of contents. He then proceeded to explain the different sections of the audit. There was discussion among the Town Council, Staff and Mr. Morton.

Mayor Shorr asked that all changes be highlighted. Mr. Morton responded. Mayor Shorr also asked what the reasoning of the difference in revenue. Mr. Morton and Town Manager Titcomb and Asst. Town Manager Ramaglia responded to his concerns.

Vice Mayor DeMarios asked about the changes on the Capital Improvement. Mr. Morton responded. Vice Mayor DeMarios asked that the changes being made today be indicated in the minutes. Town Clerk Burch responded that she would. Town Manager Titcomb stated that only Mr. Morton can remove the draft from the documents. Vice Mayor also asked for clarification for interfund transactions, Mr. Morton responded. There was further conversation among Mr. Shutt and Vice Mayor DeMarios.

Councilmember Danowski asked about the per acre assessment fee and asked if this included paying of human resources or services. Town Manager Titcomb and Mr. Morton responded to Councilmember Danowski's question.

Mr. Morton continued to explain the audit. There continued to be questions and discussion among the Town Council and Mr. Morton.

Councilmember El-Ramey asked about the removal of the last sentence in Note 5- Long Term Liabilities regarding resurfacing. Town Manager Titcomb responded to her concern. There was discussion regarding the repayment of the OGEM loan. Ms. Ramaglia responded by stating that a subsequent footnote be placed that Town Council would like to pay down the loan in Note 5 - Net Position/Fund balance restricted for resurfacing of certain roads.

Vice Mayor DeMarios asked about the time period stated under Contributions on Note 6-Florida Retirement System. Vice Mayor DeMarios wanted clarification about who was working during noted time period. There was discussion. He also asked for explanation of Payables to the Pension Plan, Contributions and Pension Liabilities, Pension Expense, Payables to the Pension Plan and Summary Data also under Note 6. Mr. Morton responded to his questions. Councilmember DeMarios asked were Mr. Peters or/and Mr. Titcomb was in the Florida Retirement Plan under senior management. Town Clerk Burch and Town Manager Titcomb responded to Councilmember DeMarios' concerns.

Mr. Morton stated that in Note 7- Interfund Transfers that there were changes. The blanks in the first draft has been filled in on the current one.

Vice Mayor DeMarios asked about Note 10 Comments and Contingencies regarding pending lawsuit and was the Town Attorney and Auditor aware. Town Attorney Shutt responded. There was discussion among Town Attorney Shutt and Councilmember DeMarios. Mr. Morton stated that there were changes under Note 10 Comments and Contingencies regarding the time under UMC Management. Town Manager Titcomb responded. Mayor Shorr also asked a question regarding UMC Management regarding vacation pay under Note 10. Mr. Morton responded to Mayor Shorr's questions. There was public comment made by John Ryan. There was discussion among the Town Council, Town Attorney Shutt and Mr. Morton, Town Auditor regarding noting the other payments due to UMC Management in Note 10. There was consensus among the Town Council for the Auditor place foot notes alluding to the fact that there is a potential lawsuit regarding UMC Management contract. There was further discussion among Town Council and Town Manager Titcomb.

Mr. Morton stated that the only changes were in the footnotes but no further substantial for the remaining of the Audit Notes. Councilmember DeMarios asked a question regarding the grader. Mr. Morton responded. Mr. Morton stated that he had nothing further to discuss regarding the Town's portion of the audit.

**Motion was made by Mayor Shorr seconded by Councilmember El-Ramey to approve the FY 2017-18 (FY18) Audits for both the Independent Loxahatchee Groves Water Control District (LGWCD) and the Town of Loxahatchee Groves with the following changes on page 35 the sentence at the end regarding Council vote to pay 367,500.16 dollars towards OGEM debt, page 50 a new note 8 that will shift all the subsequent notes describing potential FEMA reimbursement and on page 51 describing potential accrued vacation to the former management company; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski and El-Ramey. Motion passed unanimously.**

**Town Councilmembers Comments**

Councilmember DeMarios thanked Council for enduring his questions.

**Town Staff Comments**

Town Manager Titcomb thanked the auditors and Town staff on their hard work regarding this audit.

**Adjournment**

There being no further business meeting was adjourned at 11:14 a.m.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Mayor Robert Shorr

\_\_\_\_\_  
Lakisha Burch, Town Clerk

\_\_\_\_\_  
Vice Mayor David DeMarios

\_\_\_\_\_  
Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

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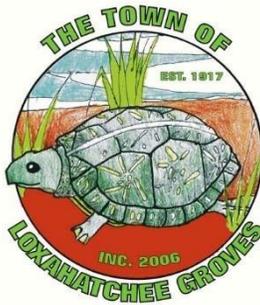
Councilmember Lisa El-Ramey

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R. Brian Shutt, Town Attorney

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Councilmember Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES  
TOWN COUNCIL MINUTES OF COUNCIL WORKSHOP/SPECIAL MEETING  
DECEMBER 17, 2019**

*Meeting audio available in Town Clerk's Office*

**CALL TO ORDER**

Mayor Shorr called the meeting to order at 6:00 p.m.

**PLEDGE OF ALLEGIANCE**

Mayor Shorr led the Pledge of Allegiance.

**MOMENT OF SILENCE**

There was a Moment of Silence.

**ROLL CALL**

Mayor Robert Shorr, Vice Mayor David DeMarios, Councilmembers Laura Danowski, Lisa El-Ramey and Phillis Maniglia, Town Manager James Titcomb, Town Attorney R. Brian Shutt and Town Clerk Lakisha Burch.

**ADDITIONS/DELETIONS/MODIFICATIONS OF AGENDA**

Councilmember Maniglia asked could an item be added to the agenda as item 7 Ordinance 2016-09 for discussion.

**Motion was made by Councilmember Maniglia seconded by Councilmember Danowski to add item #7 Ordinance 2016-09 for discussion to the agenda; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.**

Councilmember El-Ramey asked if item number 2 could be pulled from the agenda. There was discussion among the Council and Town Staff. After discussion it was concluded that item 2 would be discussed after item number 6 and the Ordinance 2016-09 would become item 2 b. but discussed prior to hearing item 2.

**Motion was made by Councilmember El-Ramey seconded by Councilmember Maniglia to move item 2 to be discussed and heard after item 6 on the agenda. To have Ordinance 2016-09 be heard prior to discussing item 2; it was voted as follows: Ayes: Mayor Shorr, Vice**

**Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.**

**COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS**

The public is encouraged to offer comments on any non-agenda item. Generally, remarks by an individual will be limited to one time, up to three minutes or less. The Mayor or presiding officer has discretion to adjust the amount of time allocated.

There were public comments made by the following: Dorian Baxter, Marge Herzog, Ron Jarriel, Ken Johnson and Todd McLendon.

**PUBLIC HEARING-QUASI JUDICIAL**

1. Groves Town Center PUD/Site Plan Requested Modifications

Town Attorney Brian Shutt explained what the meaning of Quasi-Judicial and swore all those wanting/having to speak on the above item.

Matt Barnes representative for Grove Town Center presented the item to Town Council. Bradley Miller also a representative for Grove Town Center presented a PowerPoint presentation to the Town Council displaying changes that was asked at the previous Town Council meeting.

Councilmember Maniglia stated that she was happy that the wetlands have been left and asked what kind of trees would be planted. Mr. Miller responded with the landscape design.

Councilmember El-Ramey asked that an explanation be given regarding the pond. She also stated that people on Collecting deserves a buffer. Mr. Barnes responded to Councilmember El-Ramey's question and concerns.

Councilmember Danowski asked what is included in intuitional and she also asked on Southern can you turn left. Mr. Barnes responded to her questions as well.

Mayor Shorr asked questions regarding migration of trees and intuitional with 128 beds and Councilmember Danowski asked about speed control on D and Tangerine.

James Fleishmann, Planning Consultant for the Town presented item to the Town Council regarding Ordinance 2019-08. Councilmember Maniglia stated that parcel 3 is an issue. Councilmember Danowski asked about section B item 8. Councilmember El-Ramey asked about page 7 and page 20. Councilmember Maniglia asked about putting in a fountain in lake area.

There were public comments made by the following: William Bell, Ken Johnson, Todd McLendon and Marianne Miles.

Councilmember Maniglia also asked about invasive spies and dry retention pond. There was discussion among Town Council and Mr. Barnes.

Town Attorney Shutt read Ordinance 2019-08 into the record.

**Motion was made by Vice Mayor DeMarios seconded by Councilmember Danowski to approve Ordinance 2019-08 on First Reading including the Conceptual Master Plan dated November 26, 2019 and Condition of Approval, as presented in attachment 2, trail head and fencing, remove E 9 and full report from Town Engineers; it was voted as**

**follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.**

**Meeting reconvened at 8:40 p.m.**

**Councilmember DeMarios stated that if Town Council did not have any issues with Mr. Peters, Director of Public Works being dismissed from the remaining of the meeting. There was a consensus that Mr. Peters could leave.**

**2. 444/556 B Road (Briar Project) \*\*\* moved to be heard after item 6.**

**a. Ordinance 2016-19**

Councilmember Maniglia spoke about Ordinance 2016-19 stating that this Ordinance only affected two properties the one that was before Town Council and Red Clover Nursey. Councilmember Maniglia stated that this is setting a precedence and stated her concerns. Councilmember Maniglia asked Mr. Fleishmann, Town Planning Consultant questions. Mr. Fleishmann responded to Councilmember Maniglia. Councilmember Maniglia asked that Ordinance 2016-19 be changed by Town Council. Town Attorney Shutt responded to Councilmember Maniglia's concern. Councilmember Danowski asked what the meaning of a private initiated Ordinance is. Town Attorney Shutt responded to Councilmember Danowski's question. Councilmember DeMarios asked Mr. Fleishmann about the approval of Grove Town Center. There was discussion among Town Council.

**Motion was made by Councilmember El-Ramey seconded by Councilmember Maniglia to pull the item from the agenda and discussed later; it was voted as follows: Ayes: Councilmember El-Ramey and Maniglia. Nye: Mayor Shorr, Vice Mayor DeMarios and Councilmember Danowski. Motion failed 2-3.**

Town Attorney Shutt read Ordinance 2019-12 into the record.

Alfred Malefatto of Lewis, Longman & Walker attorney for the applicant presented the item to the Town Council. Mr. Malefatto also stated that Project Planner Josh Nichols would also be presenting to Town Council. Mr. Nichols update Town Council on the outcome of what the LPA granted from the December 10, 2019 LPA meeting and the new asking of an additional 9000 ft. from the applicant, so the new asking would be about 30000 ft.

Councilmember Maniglia asked are the stables are leased now. She also asked about the retail store, permits and any issues with permits. Mr. Malefatto responded to her questions. Councilmember Maniglia asked what the LPA offered. Mr. Malefatto also responded. She then continued to express her concerns.

Councilmember El-Ramey asked about the MLU and processed to ask additional questions to Mr. Fleishman. Mr. Fleishman addressed all of Councilmember El-Ramey's questions and concerns. There was discussion among Councilmember El-Ramey and Mr. Fleishmann.

Councilmember DeMarios address the Town Council.

James Fleishman, Town Planning Consultant presented the item to the Council by stating the proposed Comprehensive Plan Amendment Application CPA 2019-02 (444/556 B Road) was brought before the Local Planning Agency on December 10, 2019 for recommendation to go before the Town Council. Mr. Fleishman recommended that the Town Council review Local Planning Agency's recommendation and make a final decision. Councilmember Maniglia asked why Mr.

Fleishman would approve this recommendation. Mr. Fleishman responded that he has been dealing with this matter for about 3 years and he has visited the site and stated that about 90% of the property is already been operating as such.

Councilmember Danowski asked when did the applicant purchase the property and what was his intent for purchasing the property. Mr. Briar, owner of 446/556 B Road, responded to Councilmember Danowski's question stating that he purchased the property in 2004 and when he came to Loxahatchee Groves he saw where it was a Rural/Equestrian town and he wanted to be able to have an equestrian stables and horses and stated he then went to the county and applied for a business license before the Town was incorporated and he was approved. He continued to address the Town Council. There was discussion among Town Council and Mr. Briar. Mayor Shorr asked if this property was zoned as commercial low will all the building have been torn down and new permit structure built. Mr. Nichols, Mr. Briar and Mr. Malefatto responded to Mayor Shorr's question. There was further discussion among the Town Council, applicant and his representatives.

Councilmember Danowski asked where the two properties up for sale. Mr. Briar responded stating that they are up for rent for the season.

There were public comments made by the following: William Bell, Nina Corning, Ron Jarriel and Ken Johnson.

Councilmember Maniglia and Councilmember DeMarios addressed the Council with their statements regarding this item.

**Motion was made by Councilmember DeMarios to pass Ordinance 2019-02 with the language in the Ordinance. Motion failed for a lack of second.**

**Motion was made by Councilmember El-Ramey seconded by Councilmember Maniglia to deny Ordinance 2019-02; it was voted as follows: Ayes: Mayor Shorr, Councilmembers Danowski, El-Ramey and Maniglia. Nay: Councilmember DeMarios. Motion passed 4-1.**

### **PUBLIC HEARING**

3. Approval of Resolutions of Intent to Use Uniform Method of Collection for Non-Ad Valorem Assessments under Florida Statutes Chapter 197.3632

- a. Resolution 2019-68
- b. Resolution 2019-DD12

Chris Wallace of Munitytics presented the item to the Town Council and gave explanation regarding the Resolutions.

Councilmember El-Ramey expressed her objections regarding Resolution 2019-68 regarding taxing residents in additional ways. Mr. Wallace responded to Councilmember El-Ramey's concerns. There was discussion among Councilmember El-Ramey and Mr. Wallace and Town Staff. Assistant Town Manager Ramaglia stated this is a housekeeping item addressing Councilmember El-Ramey's concern.

There were public comments made the following: William Bell and Nina Corning.

**Motion was made by Councilmember Danowski seconded by Councilmember Maniglia to approve Resolution No. 2019-68 authorizing the Town to collect Non-Ad Valorem assessment for , but not limited to, provision of improvements including construction, maintenance and**

**resurfacing of public roads/trails and associated drainage, acquisition/maintenance of right of way, drainage/erosion control, maintenance and restoration of canal and canal banks, stormwater management, and such other lawful purposes which the Town is empowered to provide; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski and Maniglia. Nye: Councilmember El-Ramey. Motion passed 4 to 1.**

**Motion was made by Board Supervisor Maniglia seconded by Board Supervisor Danowski to approve Resolution No. 2019-DD12 authorizing the District to collect Non-Ad Valorem assessments for, but not limited to, providing maintenance and restoration of canals and canal banks, drainage and erosion control, improvement including public roads/trails construction, maintenance and resurfacing and associated drainage, and of right of way acquisition and maintenance, stormwater management and other lawful purposes, and such other lawful purposes which the District is empowered to provide; it was voted as follows: Ayes: Chair Shorr, Treasure Danowski, Board Supervisors DeMarios, El-Ramey and Maniglia. Motion passed unanimously.**

#### **REGULAR AGENDA**

##### 4. Approval of Resolution No. 2019-DD13 Early Retirement of OGEM Loan.

Francine Ramaglia, Town Assistant Manager presented the item to Town Council. There was discussion among Ms. Ramaglia and Town Council.

There were public comments made by the following: William Bell, Ron Jarriel and Todd McLendon.

**Motion was made by Board Supervisor DeMarios second by Board Supervisor Maniglia to approve Resolution No. 2019-DD13 authorizing early retirement of OGEM principal with available resurfacing funds of \$340,000; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.**

#### **DISCUSSION/WORKSHOP**

##### 5. Discussion of Draft copy of HR Personnel Manual

Town Manager Titcomb presented the draft copy of the HR Personnel Manual to Town Council. Town Manager Titcomb asked that the Council to review and give any comments regarding the HR Personnel Manual.

Councilmember Maniglia and Vice Mayor thanked Town Manager Titcomb for bringing forth the policy.

##### 6. Discussion of Draft copy of Purchasing Policy

Assistant Town Manager Ramaglia presented the draft copy of the Purchasing Policy to the Town Council and explained changes that have been done to the policy. Ms. Ramaglia also gave the steps that will be taken regarding the policy and stated that a final draft will be presented to Town Council. Town Attorney Shutt also commented about the policy.

Councilmember Maniglia asked about the District purchasing equipment from private individual. Mr. Ramaglia responded to her question.

Mayor Shorr also asked about the 3 bids. Ms. Ramaglia responded to the Mayor's concern.

**Meeting was recessed at 8:33 p.m.**

### **Town Councilmembers Comments**

Councilmember Danowski stated that she attended the Palm Beach Transportation Meeting and what was discussed such as the Long-term Transportation Planning (LRTP). She then gave data that was given at this meeting. She stated that she would like the Town Council to think about how Okeechobee can benefit us as a town. There was discussion among the Town Council. She wished everyone a Happy New Year.

Councilmember El-Ramey gave a hand-out for upcoming workshop discussions for the upcoming Workshop meetings. She also spoke about the Town's Comprehensive Plan. Mr. Titcomb stated that this is available electronically. She also asked about a joint meeting with ULDC and wished everyone Happy Holidays.

Councilmember Maniglia asked about an update on the website. She stated that she feels this current Town Council work well together and look forward to going to Tallahassee. She wanted all to know that their voices are being heard. She thanked everyone and wished all Happy Holidays.

Vice Mayor DeMarios thanked Town Staff and Town Council for the hard work that they have done and wished all a Happy New Year.

Mayor Shorr spoke about speed bumps and wanted other Councilmembers to input on the matter. There was discussion among Town Council. Mayor Shorr asked if there could be a consensus from the Council to have Town Attorney and Town Engineer to investigate this matter. Mayor Shorr wished all a Happy Holiday.

### **Town Staff Comments**

Town Manager Titcomb spoke about the B Road meeting and speed bumps. He also stated that he has spoken to law enforcement regarding speeding in that area. He also stated that he has been speaking with PBSO. He spoke to the matter of the website, IT provider to bring forth at the January 7<sup>th</sup> meeting. Mayor Shorr asked will the streaming/closed caption be available on the website. Mr. Titcomb responded to Mayor Shorr's question. Councilmember El-Ramey asked will there be a link to go to You-tube for older meeting and will it be on the website. Mr. Titcomb also wished all Happy Holidays and thanked the Town Council. Mr. Titcomb also spoke about the temporary help that has been bought in to help in the Building department.

Town Attorney Shutt wished all Happy Holidays and stated he as enjoyed working with staff.

Town Clerk Burch stated that Ms. Judy Baran wanted to thank Town Council for her Panther Ridge sign. Town Clerk Burch also asked Councilmember El-Ramey for clarification regarding topics of the upcoming Workshop meetings and is there a consensus or would the Council let her know what topics to be discussed, it was stated that Town Council would let the Town Clerk know what topics they would like to be on the Workshop agenda. Town Clerk Burch also thank everyone and wish everyone Happy Holidays.

### **Adjournment:**

There being no further business the meeting adjourned at 10:30 p.m.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Lakisha Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
R. Brian Shutt, Town Attorney

\_\_\_\_\_  
Mayor Robert Shorr

\_\_\_\_\_  
Vice Mayor David DeMarios

\_\_\_\_\_  
Councilmember Laura Danowski

\_\_\_\_\_  
Councilmember Lisa El-Ramey

\_\_\_\_\_  
Councilmember Phillis Maniglia



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

**TO: Town Council of Town of Loxahatchee Groves**  
**FROM: R. Brian Shutt, Town Attorney and Lakisha Burch, Town Clerk**  
**VIA: James Titcomb, Town Manager**  
**SUBJECT: Approval of Ordinance 2020-01 Second Reading**

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**Background:**

On February 4, 2020 Town Council asked that a DRAFT of the Ordinance and Resolutions for all committees be submitted to Town Council for discussion regarding future changes to Town Committees.

On February 17, 2020 Town Council reviewed the DRAFT of the Ordinance and Resolutions for all committees and made changes regarding the committees. Then asked the Town Attorney to draft a final version for approval at the next regular meeting.

On March 3, 2020 Town Council approved Resolutions 2020-01, 2020-02 and 2020-03 for all committees and First Reading of Ordinance 2020-01.

**Recommendation:**

Staff recommends that a motion be made to approve on Second Reading of Ordinance 2020-01.

**ORDINANCE NO. 2020-01**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING CHAPTER 34 “PLANNING AND DEVELOPMENT”, ARTICLE II PLANNING AND ZONING BOARD”, SECTION 34-25 “COMPOSITION AND TERM OF OFFICE” TO PROVIDE FOR BOARD COMPOSITION AND DETERMINATION OF ABSENCES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves wishes to amend its Code of Ordinances regarding the Planning and Zoning Board as it relates to board composition and determination of absences; and,

**WHEREAS**, the Town Council finds it is in the best interest of the Town to adopt this Ordinance.

**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 Chapter 34 “Planning and Development”, Article II “Planning and Zoning Board”, Section 34-25 “Composition and term of office” thereof as follows (underline are additions to the text and ~~strike through~~ are deletions to the text of this Ordinance):

**Sec. 34-25. Composition and term of office.**

(a) The planning and zoning board shall be composed of five members, and two alternate members placed in office in accordance with the following procedure:

- (1) Each member of the town council shall nominate a qualified ~~citizen~~ person for appointment to the planning and zoning board by the town council, to serve one-year terms.
- (2) Two ~~alternative~~ members, designated as Alternate No. 1 and Alternate No. 2, shall be appointed by the town council each year to serve one-year terms. Alternate members may participate in all matters that come before the board at meetings at which they attend. However, alternate members may only vote as members of the board, in their designated order, whenever any regular member of the board is absent.

(b) Members of the planning and zoning board shall be appointed from the residents of the town who shall be knowledgeable concerning the functions of municipal government, planning and zoning matters and municipal development, as well as, from professions associated with development, including, without limitation, architects, planners, attorneys, engineers, and contractors, however, the Town Council may appoint one member, including alternates, who is a non-resident landowner. Board members shall hold no other town office or position.

(c) Three members of the planning and zoning board who are in attendance shall constitute

a quorum for purposes of convening a meeting and transacting the business at hand.

(d) Vacancies on the planning and zoning board shall be filled by appointment by the town council for the unexpired term of the membership vacated. Nomination for such appointment shall be made by the council member who nominated the vacating board member; except that if an alternate member should vacate his position, any member of the town council may nominate a qualified ~~citizen~~ person for appointment to such position, which must be approved by the town council.

(e) The town council shall have the authority to remove any member of the planning and zoning board from his office for cause whenever, after due notice of hearing at a regular or special meeting of the town council, a majority of the council votes for such removal. Causes for removal shall include absence from ~~five~~ two consecutive board meetings without valid excuse as determined by the ~~town council~~ planning and zoning board.

(f) Compensation. The members of the planning board shall serve without compensation but shall be reimbursed for any expenses authorized by the town council, which may be incurred in the performance of their duties.

(g) Organizational meeting. The initial organizational meeting of the board shall occur at the first meeting of the board following the appointment of board members by the town council. Thereafter, the board meeting in ~~April~~ May of each year shall be designated an organizational meeting for the purpose of electing a chairman and vice- chair, who shall be elected for terms of one year by the board from its membership.

**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 in order 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 3rd DAY OF MARCH 2020.**

Council Member \_\_\_\_\_ offered the foregoing ordinance. Council Member \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

|                                  | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|----------------------------------|--------------------------|--------------------------|--------------------------|
| ROBERT SHORR, MAYOR              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DAVE DEMAROIS, VICE MAYOR        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PHYLLIS MANIGLIA, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LISA EL-RAMEY, COUNCIL MEMBER    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LAURA DANOWSKI, COUNCIL MEMBER   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF  
LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS  
\_\_\_ DAY OF \_\_\_\_\_ 2020.**

|                                  | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|----------------------------------|--------------------------|--------------------------|--------------------------|
| LISA EL-RAMEY, MAYOR             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MARGARET HERZOG, VICE MAYOR      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LAURA DANOWSKI, COUNCIL MEMBER   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PHILLIS MANIGLIA, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ROBERT SHORR, COUNCIL MEMBER     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**

ATTEST:

\_\_\_\_\_  
Lisa El-Ramey, Mayor

\_\_\_\_\_  
Lakisha Burch, Town Clerk

\_\_\_\_\_  
Margaret Herzog, Vice Mayor

APPROVED AS T LEGAL FORM:

\_\_\_\_\_  
Laura Danowski, Council Member

\_\_\_\_\_  
R. Brian Shutt, Town Attorney

\_\_\_\_\_  
Phillis Maniglia, Council Member

\_\_\_\_\_  
Robert Shorr, Council Member



155 F Road Loxahatchee Groves, FL 33470

**TO:** Town Council of Town of Loxahatchee Groves  
**FROM:** Francine Ramaglia, Assistant Town Manager  
**VIA:** James Titcomb, Town Manager  
**DATE:** May 5, 2020  
**SUBJECT:** First Reading of Proposed Procurement Code Ordinance 2020-02

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**Background:**

The Town's procurement code was originally adopted through Ordinance 2008-09 and, despite numerous proposed updates over the years, has not been updated. The Town attorney, staff and FAAC have worked on revisions to clarify and simplify the procurement process as reflected in the proposed revised ordinance. This ordinance was initially presented to Council for input in December and is returning to Council for first reading with slight revisions. It is important to note that the update procurement code increases the Town Manager's spending authority delegated by the Council from \$10,000 to \$25,000.

**Recommendations:**

Staff seeks a Council motion to approve Ordinance 2020-02 updating the Town's procurement code.

**ORDINANCE NO. 2020-02**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY REPEALING CHAPTER 2 “ADMINISTRATION, ARTICLE V “PROCUREMENT” AND ENACTING A NEW ARTICLE V “PROCUREMENT” REGARDING PROCUREMENT REQUIREMENTS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council believes it is necessary to modify its current regulations for the purchasing of goods and services; and,

**WHEREAS**, the procurement code is codified in Chapter 2, Article V of the Town Code of Ordinances; and,

**WHEREAS**, the Town Council has determined that the enactment of this ordinance is for a proper municipal purpose and in the best interests of the residents of the Town.

**NOW, THEREFORE, BE IT ORDAINED 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 incorporated herein by this reference.

**Section 2.** The Town of Loxahatchee Groves hereby repeals in its entirety Chapter 2 “Administration”, Article V “Procurement” and enacts the following Article V “Procurement” to read as follows:

**ARTICLE V. PROCUREMENT**

**Sec. 2-132. Applicability.**

This article applies to the acquisitions of property, goods and services by the town after \_\_\_\_\_, 2020, as provided for in this article. Any action taken or contracts entered into contrary to the provisions of this article may, in the town's sole discretion, be declared null and void. The town has also adopted a purchasing policy whose regulations shall govern where not in conflict with this article. The town manager may make minor changes to the purchasing policy; however, any substantive change shall require approval by the town council.

**Sec. 2-133. Competitive selection.**

- (a) *Sealed competitive method.* Acquisitions of or contract for non-real property, goods or services where the expenditure by the town (including expenditures during renewal periods, but no expenditures relating to change orders) is estimated to be \$25,000.00 or greater shall be subject to a sealed competitive method, unless the town utilizes one of the methods that is exempt from the sealed competitive method or from obtaining quotes, as provided in this article or the purchasing policy.

- (1) *Competitive bids.* Sealed competitive bids are utilized where price, responsiveness, and responsibility are the sole determining factors.
  - (2) *Competitive Solicitations.* Requests for proposals, requests for qualifications, requests for letters of interest and other competitive solicitations are utilized where price, responsiveness, and responsibility are not the sole determining factors. The town manager may appoint a selection committee to review the submissions received by the town in response to requests for proposals, requests for qualifications, and requests for letters of interest and make a recommendation to the town council. The selection committee shall terminate upon the award of the contract, or such other time as determined by the town council.
  - (3) *Submissions.* It shall be the sole responsibility of the bidder, proposer or responder to have the bid, proposal or response delivered to the town clerk's office before the specified closing date and time. Bids, proposals or responses received after the closing date and time shall not be considered and shall be returned unopened. The clock in the town hall shall govern. All bids, proposals and responses submitted pursuant to a sealed competitive method shall remain sealed until they are opened publicly on the date and time and location stated in the notice to bidders, proposers or responders, or as may be amended by addendum. All bids, proposals or responses must be sealed. No faxed or emailed bids, proposals or responses shall be accepted.
  - (4) *Town's reservation of rights.* The town may utilize a sealed competitive method for any acquisition that the town deems appropriate regardless of the estimated cost of the acquisition. In all competitive selection purchases, the town reserves the following rights:
    - a. Rejection of bids, proposals or other responses. If the town manager/town council determines that it is in the best interests of the town to do so, the town manager/town council may reject any or all bids, proposals or other responses requested in whole or in part. Bids, proposals or other responses requested that are submitted after the due date and time will be disqualified from further consideration.
    - b. Waiver of irregularities. The town manager/town council shall have the authority to waive all nonmaterial irregularities on any and all bids, proposals or other responses requested. Nonmaterial irregularities are those irregularities which do not substantially affect price and/or competition.
    - c. A request for bid, RFP, ITN or other competitive selection procedure utilized by the town may be canceled, in whole or in part, by the town manager/town council when it is in the best interests of the town.
    - d. All costs and fees incurred by any party in preparing and responding to a request for bid, RFP, ITN or other competitive selection procedure used by the town are the sole responsibility of the responding party including all costs and fees related to a protest.
- (b) *Exemptions from purchasing by the sealed competitive method or by obtaining a written quote.*
- (1) *Professional services.* Except as otherwise provided for in Florida law, contracts for professional services (which include but is not limited to services provided by architects, engineers, surveyors, attorneys, accountants, actuaries, lobbyists and financial advisors) or a consultant with a distinctive field of expertise may be made or entered into by the town manager without utilizing a sealed competitive method or obtaining written quotes. Acquisitions of professional services where the expenditure by the town (including expenditures during renewal

periods, but not expenditures relating to change orders) is estimated to be \$25,000.00 or greater shall be subject to approval by the town council.

- (2) *Specialty goods and services.* Acquisitions of or contracts for specialty goods and services (including but not limited to performing artists, artwork, special events, entertainment, and food and beverage) may be made or entered into by the town manager without utilizing a sealed competitive method or obtaining written quotes. Acquisitions of specialty goods and services, where the expenditure by the town is estimated to be \$25,000.00 or greater, shall be subject to approval by the town council.
- (3) *Emergency acquisitions.* The town manager may acquire or contract for non-real property, goods, or services required in contemplation of, preparation for, or during an emergency without utilizing a sealed competitive method or obtaining written quotes regardless of the amount. Emergency acquisitions of non-real property, goods or services where the expenditure by the town is estimated to be \$25,000.00 or greater shall be subject to ratification by the town council as soon as practicable.
- (4) *Sole source and town standard.*
  - a. *Sole source.* The town may acquire or contract for non-real property, goods or services that are available to the town from only one source without utilizing the sealed competitive method or obtaining written quotes. Sole source acquisitions where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be \$25,000.00 or greater shall be subject to approval by the town council.
  - b. *Town standard.* Where the town has determined that a particular style, brand, make, or model is the only type that meets the town's requirements for performance, consistency, compatibility or other salient characteristics, and such determination has resulted in there being only one source available to the town, the town may acquire or contract for such goods without utilizing a sealed competitive method or obtaining written quotes. Town standard acquisitions where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be \$25,000.00 or greater shall be subject to approval by the town council.
- (5) *Utilization of other governmental entities' contracts.*
  - a. The town may acquire or contract for non-real property, goods or services without utilizing a sealed competitive method or obtaining written quotes where the desired goods or services are the subject of a contract with the state, its political subdivisions or other local governmental entities in the state, with associations in Florida affiliated with state and/or local governmental entities or departments (such as the Florida Sheriffs' Association and the Florida Fire Chiefs' Association) or with the United States government or national cooperatives, provided that the contract is based strictly on competitive bidding and not on any preference, and provided that the form of the contract is acceptable to the town attorney. Acquisitions utilizing other governmental entities' contracts where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be \$25,000.00 or greater shall be subject to approval by the town council.

- b. Utilization of other government entities' contracts shall only be permitted during the term of the other governmental entity's contract or for one year from the date the other governmental entity awards the bid, whichever is longer.
  - c. If the town desires to utilize another governmental entity's contract, the town shall require the vendor to certify that the price or rate represents the lowest price or rate for the non-real property, goods or services of any contract between the vendor and any other governmental entity within the state.
- (6) *Cooperative acquisitions.* The town may acquire or contract for non-real property, goods or services without utilizing a sealed competitive method or obtaining written quotes where the town participates in joint procurement of non-real property, goods or services with other public entities within the state, including, but not limited to acquisitions made pursuant to interlocal agreements entered into with other governmental entities in accordance with F.S. Ch. 163. Cooperative acquisitions where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be \$25,000.00 or greater shall be subject to approval by the town council.
- (7) *Utilities.* Water, sewer, gas, electrical, and other utility services may be acquired without utilizing a sealed competitive method or obtaining written quotes and without town council approval.
- (8) *Resale.* Food, beverages and merchandise purchased for resale, may be acquired without utilizing a sealed competitive method or obtaining written quotes and without town council approval.
- (9) *Employee benefits and health services.* Employee benefits, including payroll processing services, and health related services may be procured/renewed directly through a negotiating process conducted by town staff and/or an expert in the field, or to maintain continuity of employee-health records, and is not subject to competitive procurement methods.
- (10) *Property, casualty, workers compensation, liability, automobile insurance.* Insurances may be procured/renewed directly through a negotiating process conducted by town staff and/or an expert in the field, or to maintain continuity of insurance records, and is not subject to competitive procurement methods.
- (11) *The following goods and/or services are approved as exempt purchases.* Exempt purchases are exempt from the competitive selection and written quotation purchase requirements set forth in this purchasing code.
- a. Utilities-water, sewer, electrical, telephone, solid waste disposal fees and any other utility service where competition is not available.
  - b. Postage and postage meter permits.
  - c. Recording fees.
  - d. Pension benefit payments.
  - e. Debt service payments.
  - f. Unemployment compensation.
  - g. Tax withholding payments (FICA, Medicare, Federal Tax Withholding).

- h. Payroll deduction liability payments-including but not limited to-voluntary insurance policies, credit union deductions, Section 457 (deferred compensation) contributions, Roth IRA contributions, union dues, flex medical and flex dependent contributions, and garnishments (IRS, child support, court orders).
- i. Pension plan contributions.
- j. Memberships, dues, subscriptions, publications.
- k. Advertisements for legal, promotional or informative matters.
- l. Abstracts of titles or appraisals for real property.
- m. Court reporting services.
- n. Expert witnesses.
- o. Bank analysis fees.
- p. Merchant fees (credit card processing charges).
- q. Job related seminars, training and related travel and per diem expenses.
- r. Tuition reimbursements in accordance with town employment regulations.
- s. Vehicle tag, title and registration fees.
- t. Licensed computer software and services where competition is not reasonably available.
- u. Licensed computer software maintenance renewals.
- v. Authorized payment of donations or scholarships.
- w. Payments to service providers needed to maintain town operations such as plumbers, electricians, temporary employment services, computer consultants or air conditioning repair services (this does not include the replacement of capital equipment).
- x. Goods and/or services provided by governmental agencies.
- y. Services required by proprietary ownership such as FPL and original equipment manufacturers.

(12) *Best interest acquisitions.* The town may acquire or contract for non-real property, goods or services without utilizing a sealed competitive method or obtaining written quotes, as set forth in this code or the town's purchasing policy, where the town council declares by at least a four-fifths affirmative vote that the sealed competitive method or obtaining written quotes is not in the best interest of the town. The town council shall make specific factual findings that support its determination, and such contracts shall be placed on a town council agenda. This provision may not be used when the purchasing or procurement method is prescribed by state law, such as F.S. § 287.055 or 255.20, as amended.

**Sec. 2-134. Direct acquisitions.**

(a) [*Town manager contract approval.*] The town manager may approve all contracts for the acquisition of goods and services in an amount up to \$25,000.00 provided the funds are included in an adopted budget.

- (b) *Acquisitions of \$25,000.00 and greater.* Acquisitions of or contracts for non-real property, goods or services where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be \$25,000.00 or greater shall be subject to prior approval by the town council except for emergency acquisitions, which are subject to subsequent ratification by the town council pursuant to section 2-133(b)(3).
- (c) *Multiple acquisitions from a vendor exceeding \$25,000.00 in any fiscal year.* Acquisitions of or contracts for non-real property, goods or services from the same vendor equal to or exceeding the aggregate \$25,000.00, per project, shall not be permitted from the same vendor during the course of any fiscal year, unless the acquisition is first approved by the town council.

**Sec. 2-135. Cone of silence.**

Any person participating in a competitive solicitation issued by the town shall comply with section 2-355 of the Palm Beach County Code of Ordinances, as amended.

**Sec. 2-136. Authorization to dispose of surplus goods.**

- (a) No department shall transfer, sell, trade-in, or otherwise dispose of goods owned by the town without written authorization of the town manager. Disposal of capital assets, as set forth by the purchasing policy, require the approval of the town manager.
- (b) Surplus goods shall be offered to the public or other persons or entities through public auction, established markets, posted prices or other appropriate methods as approved by the town manager in the best interests of the town. Surplus goods may be offered by donation to other governmental entities or to private nonprofit agencies. It is recognized, however, that some types and classes of goods may be sold or disposed of more readily and advantageously by other procedures, including barter. In such cases, the town manager may employ such other means, including appraisal, provided the finance department makes a written determination that such procedure is advantageous to the town.
- (c) Disposal of real property shall be approved by the town council as determined to be in the best interest of the town and in accordance with Florida Statute Section 166.045.

**Sec. 2-137. Purchasing protests.**

- (a) *Right to protest.* After posting of the recommended awardee, any bidder or proposer who is aggrieved in connection with the recommended award may protest in writing to the town clerk. The right to protest is limited to those procurements of goods or services solicited through an invitation for bid, request for proposals or other competitive solicitation procedures. Notwithstanding the above, the town manager may, in his or her sole discretion, include the right to protest in any solicitation process if in the best interests of the town.
- (b) *Notice of protest.* The protest shall be submitted within three (3) business days after posting of the award recommendation. The protest shall be in writing (which includes emails) and shall identify the protestor and the solicitation, and shall include a factual summary of the basis of the protest and shall also include any protest bond, if required by the bid or solicitation. Such protest is considered filed when it is received by the town clerk. Received means that the protest documents must be delivered to the town clerk's office by the cut off time period. No protest shall be considered if not submitted in writing within the time frame allowed for the filing of the notice of protest and including any applicable protest bond.

- (c) *Authority to resolve.* Protests filed in accordance with paragraph (b) hereinabove shall be resolved under the provisions of this section.
- (1) The town manager shall have the authority to:
    - a. Uphold the protest. The protest may be upheld based upon a violation of the provisions of this purchasing code or of any other town ordinance, resolution, policy, or procedure, or upon discovery of an irregularity or procedural flaw that is so severe as to render the process invalid. If the upholding of the protest will result in a change of the recommended awardee, a new recommended award shall be posted in town hall. If the upholding of the protest will result in a cancellation of the protested solicitation, the town manager may then cancel the solicitation.
    - b. Deny the protest. If the protest is denied, the protestor has the right to request that the protest be referred to a special magistrate as described herein below.
    - c. Refer the protest directly to special magistrate with no determination made by the town manager, in accordance with paragraph (c)(3) herein below.
  - (2) The town manager shall issue a written statement of the determination within a reasonable period of time. The written statement shall provide the general rationale for said determination and shall be provided to the protestor and to any other party to the protest.
  - (3) Upon receipt of a denial of the protest, the protestor may request a hearing before the special magistrate. The request for a hearing shall be in writing to the town clerk and shall be made within three business days of issuance of the town manager's determination. The request for a hearing shall be accompanied by a protest bond of a minimum amount of \$1,500.00, or the actual cost, if greater which shall be remitted only in the form of a money order, a certified check, a cashier's check, or a bank check payable to the town.
  - (4) At no time shall a protestor, party, or any other person, contact the special magistrate regarding any issue pertaining to or involving the protest. Contact between the town and the special magistrate shall be limited to scheduling and other administrative issues, including the provision and copying of public records pertinent to the protest.
- (d) *Authority of special magistrate.* The special magistrate, appointed to hear the town's code enforcement cases, shall also hear bid protests and shall have the jurisdiction and authority to hear and decide protests.
- (1) The special magistrate shall make a recommendation as to whether the protest should be upheld or denied.
  - (2) If the special magistrate upholds the protest, the special magistrate shall either make a recommendation to cancel the solicitation, or to cancel the award recommendation and post a new award recommendation after re-evaluation based on the special magistrate's determination of the facts in the case. In these instances, the town shall return the protestor's bond to the protester after deducting any out of pocket costs incurred by the town related to the appeal.
  - (3) If the special magistrate denies the protest, the special magistrate shall recommend that the town manager proceed with the posted award recommendation. In these instances, the protestor's bond shall be forfeited.

- (4) The town manager may accept the special magistrate's recommendation or, if he/she determines the special magistrate's recommendation is not in the town's best interest, the original award recommendation may be referred to the council for approval. At that time, the council may accept or reject the recommendation of the special magistrate.
- (e) *Stay of procurement during protests.* Notwithstanding anything contained herein to the contrary, in the event of a timely protest, the town manager shall stay the award of the contract unless he/she, with the advice of the town attorney and after consultation with the applicable department head, makes a determination that the award of the contract without delay is necessary to protect substantial interests of the town.

**Section 3. Conflict.** 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 clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

**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, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

**Section 6. Effective Date.** This Ordinance shall become effective immediately upon its passage and adoption.

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 \_\_\_\_\_, 2020.**

Council Member \_\_\_\_\_ offered the foregoing ordinance. Council Member \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

|                                | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|--------------------------------|--------------------------|--------------------------|--------------------------|
| LISA EL-RAMEY, MAYOR           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MARGE HERZOG, VICE MAYOR       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ROBERT SHORR, COUNCIL MEMBER   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LAURA DANOWSKI, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

PHILLIS MANIGLIA, COUNCILMEMBER      □      □      □

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Lakisha Q. Burch, Town Clerk

\_\_\_\_\_  
Mayor Lisa El-Ramey

\_\_\_\_\_  
Vice Mayor Marge Herzog

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Council Member Laura Danowski

\_\_\_\_\_  
Council Member Robert Shorr

\_\_\_\_\_  
Council Member Phillis Maniglia



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4

**TO:** Town Council of Town of Loxahatchee Groves

**FROM:** R. Brian Shutt, Town Attorney and Lakisha Burch, Town Clerk

**VIA:** James Titcomb, Town Manager

**DATE:** April 27, 2020

**SUBJECT:** Extensions of engineering services, traffic engineering services, planning services, special magistrate services and WBI contracts

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**Background:**

Contract with LRM – the agreement was executed on October 3, 2017 with the initial term through September 30, 2018 with the ability to renew for two additional two-year terms. Since it is unclear as to whether or not this agreement has been extended, this amendment extends the term of the agreement through September 30, 2020. The agreement also provides that the Town may cancel this agreement at any time without cause.

Contract with Keshavarz & Associates - the agreement was executed on July 24, 2013 with an initial three-year term with the ability to renew for two additional three-year terms. Since it is unclear as to whether or not this agreement has been extended, this amendment extends the term of the agreement through July 24, 2022. The agreement also provides that the Town may cancel this agreement at any time without cause.

Contract with WBI Contracting of Palm Beach - the agreement was executed on May 17, 2018 with an initial two-year term with the ability to renew for one additional one-year term. The initial term shall expire on May 17, 2020. This amendment extends the term of the agreement for the one-year renewal period through May 17, 2021.

Contract with Davis & Ashton P.A. - the agreement was executed on November 1, 2016 with an initial term through September 30, 2018 with the ability to renew on an annual basis. Since it is unclear as to whether or not this agreement has been extended, this amendment extends the term of the agreement through September 30, 2020. The amendment also changes the special magistrate from Keith Davis to Mitty Barnard, another attorney in the same firm.

Contract with Simmons & White - the agreement was executed on July 24, 2013 with an initial three-year term with the ability to renew for two additional three-year terms. This agreement was extended in 2017 through July 2019, therefore this amendment extends the term of the agreement through July 24, 2022. The agreement also provides that the Town may cancel this agreement at any time without cause.

**Recommendation:**

Town Council approves the extensions of the engineering, traffic engineering, planning and special magistrate services and WBI contracts.

Agenda Item # 4

- a. LRM service contract

**AMENDMENT TO THE AGREEMENT WITH LAND RESEARCH  
MANAGEMENT, INC. FOR PROFESSIONAL PLANNING SERVICES**

THIS AMENDMENT (“Amendment” hereafter) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **Town of Loxahatchee Groves**, a municipal corporation organized and existing under the laws of the State of Florida, (“Town” hereafter), and **Land Research Management, Inc.**, a company authorized to do business in the State of Florida (“LRM” hereafter).

**RECITALS**

WHEREAS, the Town entered into an Agreement with LRM for general planning and zoning services on October 3, 2017, for an initial term through September 30, 2018 with the possibility of 2 two year renewals; and,

WHEREAS, the Town and LRM desire to renew the term of the Agreement for a period through September 30, 2020 under the same terms and conditions and pricing set forth in the Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Term. The parties agree that the term of the Agreement is hereby extended through September 30, 2020.
3. Entire Agreement. The Town and the LRM agree that this Amendment and the Agreement set 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 the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
4. Legal Effect. This Amendment shall not become binding and effective until approved by the Town Council. The Effective Date is the date this Amendment is executed by the Mayor.
5. Counterparts. This Amendment 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 Amendment.

Agenda Item # 4

a. LRM service contract

6. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town and LRM have caused this Amendment to be executed the day and year shown above.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

By: \_\_\_\_\_  
Lisa El-Ramey, Mayor

ATTEST

\_\_\_\_\_  
Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
R. Brian Shutt, Town Attorney

**LAND RESOURCE MANAGEMENT, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Corporate Seal]

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public-State of Florida)

\_\_\_\_\_  
(Print, type, or stamp commissioned name of Notary public)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

**AMENDMENT TO THE AGREEMENT WITH KESHAVARZ & ASSOCIATES,  
INC. FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT (“Amendment” hereafter) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **Town of Loxahatchee Groves**, a municipal corporation organized and existing under the laws of the State of Florida, (“Town” hereafter), and **Keshavarz & Associates, Inc.**, a company authorized to do business in the State of Florida (“Engineer” hereafter).

**RECITALS**

WHEREAS, the Town entered into an Agreement with Engineer for professional engineering services on July 24, 2013, for an initial term of three years with the possibility of 2 three year renewals; and,

WHEREAS, the Town and Engineer desire to renew the term of the Agreement for a period through July 24, 2022 under the same terms and conditions and pricing set forth in the Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Term. The parties agree that the term of the Agreement is hereby extended through July 24, 2022.
3. Entire Agreement. The Town and the Engineer agree that this Amendment and the Agreement set 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 the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
4. Legal Effect. This Amendment shall not become binding and effective until approved by the Town Council. The Effective Date is the date this Amendment is executed by the Mayor.
5. Counterparts. This Amendment 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 Amendment.

Agenda # 4

b. Keshavarz & Associates, Inc.

6. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town and Engineer have caused this Amendment to be executed the day and year shown above.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

By: \_\_\_\_\_  
Lisa El-Ramey, Mayor

ATTEST

\_\_\_\_\_  
Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
R. Brian Shutt, Town Attorney

**KESHAVARZ & ASSOCIATES, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Corporate Seal]

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public-State of Florida)

\_\_\_\_\_  
(Print, type, or stamp commissioned name of Notary public)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

**AMENDMENT TO CONTRACT FOR ROADWAY DRAINAGE MAINTENANCE  
CONTINUING CONTRACT**

THIS AMENDMENT (“Amendment” hereafter) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **Town of Loxahatchee Groves**, 155 F Road, Loxahatchee Groves, FL 33470, a municipal corporation organized and existing under the laws of the State of Florida, (“TOWN” hereafter), and **WBI Contracting of Palm Beach, Inc.**, 1544 B Road, Loxahatchee Groves, FL 33470 a company authorized to do business in the State of Florida (“CONTRACTOR” hereafter).

**RECITALS**

WHEREAS, the Town through an invitation to bid process awarded the Contract to furnish the TOWN with roadway drainage maintenance continuing contract services to CONTRACTOR; and,

WHEREAS, the parties entered into an agreement on May 17, 2018, which is set to expire on May 17, 2020 and which also provides for a one year renewal; and,

WHEREAS, the TOWN and CONTRACTOR desire to renew the term of the Agreement for the additional one year period, through May 17, 2021, under the same terms and conditions and pricing set forth in the Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Term. The parties agree that the term of the Agreement is hereby extended through May 17, 2021.
3. Entire Agreement. The TOWN and the CONTRACTOR agree that this Amendment and the Agreement set 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 the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
4. Legal Effect. This Amendment shall not become binding and effective until approved by the Town Council. The Effective Date is the date this Amendment is executed by the Mayor.
5. Counterparts. This Amendment 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

Agenda Item # 4

c. WBI Contracting of Palm Beach, Inc.

as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment.

6. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Amendment to be executed the day and year shown above.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

By: \_\_\_\_\_  
Lisa El-Ramey, Mayor

ATTEST

\_\_\_\_\_  
Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
R. Brian Shutt, Town Attorney

CONTRACTOR: **WBI CONTRACTING OF PALM BEACH,  
INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Corporate Seal]

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public-State of Florida)

Agenda Item # 4  
c. WBI Contracting of Palm Beach, Inc.

\_\_\_\_\_  
(Print, type, or stamp commissioned name of  
Notary public)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**AMENDMENT TO THE AGREEMENT WITH DAVIS & ASHTON P.A. FOR  
SPECIAL MAGISTRATE SERVICES**

THIS AMENDMENT (“Amendment” hereafter) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **Town of Loxahatchee Groves**, a municipal corporation organized and existing under the laws of the State of Florida, (“Town” hereafter), and **Davis & Ashton, P.A.**, (“D&A” hereafter).

**RECITALS**

WHEREAS, the Town entered into an Agreement with D&A for special magistrate services on November 1, 2016, for an initial term through September 30, 2018, which may be renewed on an annual basis thereafter; and,

WHEREAS, the Town and D&A desire to renew the term of the Agreement for a period through September 30, 2020 under the same terms and conditions and pricing set forth in the Agreement; and,

WHEREAS, Keith Davis is currently the Special Magistrate and the parties desire to amend the Agreement to provide that Amity Barnard of the same law firm shall be the Special Magistrate with Keith Davis serving as an alternate.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Term. The parties agree that the term of the Agreement is hereby extended through September 30, 2020.
3. Special Magistrate. The parties agree that Amity Barnard will serve as Special Magistrate and Keith Davis will serve as an alternate.
4. Entire Agreement. The Town and D&A agree that this Amendment and the Agreement set 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 the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
5. Legal Effect. This Amendment shall not become binding and effective until approved by the Town Council. The Effective Date is the date this Amendment is executed by the Mayor.

Agenda Item # 4  
d. Davis & Ashton, P.A.

6. Counterparts. This Amendment 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 Amendment.

7. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town and D&A have caused this Amendment to be executed the day and year shown above.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

By: \_\_\_\_\_  
Lisa El-Ramey, Mayor

ATTEST

\_\_\_\_\_  
Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
R. Brian Shutt, Town Attorney

**DAVIS & ASHTON, P.A.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Corporate Seal]

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public-State of Florida)

Agenda Item # 4  
d. Davis & Ashton, P.A.

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(Print, type, or stamp commissioned name of  
Notary public)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**AMENDMENT TO THE AGREEMENT WITH SIMMONS & WHITE, INC. FOR  
PROFESSIONAL TRAFFIC ENGINEERING SERVICES**

THIS AMENDMENT (“Amendment” hereafter) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **Town of Loxahatchee Groves**, a municipal corporation organized and existing under the laws of the State of Florida, (“Town” hereafter), and **Simmons & White, Inc.**, a company authorized to do business in the State of Florida (“Engineer” hereafter).

**RECITALS**

WHEREAS, the Town entered into an Agreement with Engineer for professional traffic engineering services on July 24, 2013, for an initial term of three years with the possibility of 2 three year renewals; and,

WHEREAS, the Town and Engineer desire to renew the term of the Agreement for a period through July 24, 2022 under the same terms and conditions and pricing set forth in the Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Term. The parties agree that the term of the Agreement is hereby extended through July 24, 2022.
3. Entire Agreement. The Town and the Engineer agree that this Amendment and the Agreement set 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 the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
4. Legal Effect. This Amendment shall not become binding and effective until approved by the Town Council. The Effective Date is the date this Amendment is executed by the Mayor.
5. Counterparts. This Amendment 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 Amendment.

Agenda Item # 4  
e. Simmons & White, Inc.

6. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town and Engineer have caused this Amendment to be executed the day and year shown above.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

By: \_\_\_\_\_  
Lisa El-Ramey, Mayor

ATTEST

\_\_\_\_\_  
Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
R. Brian Shutt, Town Attorney

**SIMMONS & WHITE, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Corporate Seal]

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public-State of Florida)

\_\_\_\_\_  
(Print, type, or stamp commissioned name of Notary public)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced: \_\_\_\_\_



155 F Road Loxahatchee Groves, FL 33470

**TO: Mayor and Councilmembers**  
**FROM: Desiree Rice**  
**VIA: James Titcomb, Town Manager**  
**DATE: May 5, 2020**  
**SUBJECT: Purchases in Accordance with Ordinance 2008-09 for Labor Finders, United Rentals, and Palmdale Oil**

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**Background:**

Town of Loxahatchee Groves Ordinance 2008-09 requires Council approval of any vendor whose payment amount exceeds \$10,000.00 either in one invoice or a series of invoices. The actual and anticipated year to date spending with the following vendors exceeds the \$10,000 threshold:

| <b>Vendor</b>    | <b>Payments thru 4/14/2020</b> | <b>Estimated thru September</b> | <b>Total Estimated Annual 2019-2020</b> |
|------------------|--------------------------------|---------------------------------|-----------------------------------------|
| Labor Finders *  | \$9,596.77                     | \$20,403.23                     | \$ 30,000.00                            |
| United Rentals * | \$ 50,643.03                   | \$ 34,356.97                    | \$ 85,000.00                            |
| Palmdale Oil     | \$10,882.44                    | \$ 14,117.56                    | \$ 25,000.00                            |

These spending arrangements for the above vendors were originally approved under LGWCD purchasing policy and were also approved by Town Council under best interest provisions for last fiscal year (FY 2019). However, Council approval as best interest continues to be required for FY 2020 as the anticipated total expenditures with each vendor exceeds \$10,000.

\* Labor Finders and United Rentals are essential to the road rock program providing the certified MOT flagging staff for traffic safety and rental of water truck and message board. These items were included in approvals earlier this year in conjunction with specific road rock projects but without the specific dollar amounts shown above. *(The rental estimates are anticipated to be reduced because separate agenda items recommend purchase of the message board as well as the water truck thereby eliminating United Rental costs for the future if purchases approved).*

**Recommendations:** Staff recommends that Council:

1. Ratify purchases and payments year to date for Labor Finders, United Rentals, and Palmdale Oil.
2. Authorize purchases and payments as necessary for Labor Finders, United Rentals, and Palmdale Oil through the remainder of the fiscal year ending September 30, 2020.
3. Authorize staff to work with attorney to execute any necessary master agreements with Labor Finders, United Rentals, and Palmdale Oil to more formally document the approved terms and unit pricing.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 6

**TO: Town Council of Town of Loxahatchee Groves**  
**FROM: Larry A. Peters, P.E. Director of Public Works**  
**VIA: James Titcomb, Town Manager**  
**SUBJECT: Electronic Message Board**

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**Background:**

In cases of emergency and/or in concert with road and canal maintenance, the Town's roadways are closed and/or access is limited to local traffic only.

One means of advance notice is an electronic messaging board. The town is currently leasing a messaging board, at \$1,200.00 per month.

Town Council requested that Public Works provide options for the purchase of a message board, in lieu of monthly rental. Three options are as follows:

MESSAGE BOARD QUOTES: (see back-up attached).

**United Rentals**

- 1. 2016 Solar Tec 46"x78" w/Solar, The Town is currently renting this unit for \$1,200 per month, United's purchase price is: **\$14,487.00**
- 2. 2016 WANCO; 48"x96" ..... \$12,669.00

**Bob's Barricades, Inc.**

- 3. **NEW Solar Tec 46"x78" w/Solar.....\$15,000.00 Includes Delivery**

**Traffic Safety Warehouse**

- 4. NEW VMS 30"x50" Solar not included.....**\$15,000.00**

**Recommendations:**

Staff seeks Council approval to execute a purchase order for an Electronic Message Board.

Staff recommends a purchase order be written for item number 3, to Bob's Barricades, Inc., in the amount of \$15,000.00, for the purchase of a Solar Tec 46"x78" Electronic Message Board with Solar.



**# 180249601**

BRANCH 698  
3250 WEST 45TH STREET  
WEST PALM BEACH FL 33407-0191  
561-616-5000  
561-616-8140 FAX

**Job Site**

LOXAHATCHEE GROVES WATER  
155 F RD  
LOXAHATCHEE FL 33470-4949  
**Office: 561-807-6637 Cell: 561-335-6024**

Customer # : 3032709  
Quote Date : 03/24/20  
  
UR Job Loc : 155 F RD, LOXAHATCHE  
UR Job # : 9  
Customer Job ID:  
P.O. # : QUOTE  
Ordered By : MIKE CAPOCEFALO  
Written By : RICHARD BERNARD  
Salesperson : RICHARD BERNARD

LOXAHATCHEE GROVES WATER  
155 F RD  
LXHTCHEE GRVS FL 33470-4949

**This is not an invoice  
Please do not pay from this document**

| Qty        | Equipment #                                                                                                                                                                      | Price    | Amount   |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| 1          | 471111NF<br>MESSAGE BOARD SOLAR<br>Make: SOLAR TECH Model: S.MESSENGER III Serial #: 4GM1M0911G1471111<br>Model Year: 16<br>HR OUT: 11951.477<br>UNIT YOU HAVE CURRENTLY ON RENT | 14487.00 | 14487.00 |
| 1          | 10504916<br>MESSAGE BOARD SOLAR<br>Make: WANCO Model: WVTMM-L Serial #: 5F12S1018G1008724<br>Model Year: 16<br>1.000                                                             | 12669.00 | 12669.00 |
| Sub-total: |                                                                                                                                                                                  |          | 27156.00 |
| Total:     |                                                                                                                                                                                  |          | 27156.00 |

**Note: This proposal may be withdrawn if not accepted within 30 days.**

**THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.**

# Bob's Barricades, Inc.

# QUOTE No. 20-19077

2101 John P. Lyons Lane - Hallandale, FL 33009 • Phone 954-549-1200 • FAX 954-549-1203

*A minimum service fee of \$500.00 (five-hundred) dollars for diagnostic services will be invoiced. This estimate will be based on an initial assessment of the unit and does not cover any additional services and/or materials which may be discovered after the main repairs have started. This estimate is not guaranteed; all price quotations on services and materials are current but are subject to change. All price quotations are valid for a period of thirty (30) days. Note that completion dates agreed upon might be extended due to delays in the availability of part(s) and/or shipping conditions. Sales tax and/or shipping fees are not included. Thank you*

**Today's Date:** February 17, 2020      **Cross-Ref Info:** \_\_\_\_\_  
**Client No.** \_\_\_\_\_      **Client PO No.** \_\_\_\_\_      **Unit Info:** New Variable Message Board  
**Client Name:** Loxahatchee Groves  
**Address:** 245 W D Road Loxahatchee Groves, FL 33470  
**Contact Info:** Beverly G. Kuipers      **Email Address:** [Bkuipers@loxahatcheegrovesfl.gov](mailto:Bkuipers@loxahatcheegrovesfl.gov)  
**Phone No.** \_\_\_\_\_      **FAX:** \_\_\_\_\_      **Cell/Other:** \_\_\_\_\_

| Quote / Repair Description / Parts Required                              | QTY | Unit Price   | Total                  |
|--------------------------------------------------------------------------|-----|--------------|------------------------|
| <b>Description</b>                                                       |     |              |                        |
| <b>SOLAR PWR FULL MATRIX PCMS</b>                                        | 1   | \$ 14,400.00 | \$ 14,400.00           |
| <i>MBIII Standard 46"x78" Case 27 x 48 Pixel</i>                         |     |              |                        |
| <i>160 Watt Solar Array Default Frint Power Miser</i>                    |     |              |                        |
| <i>4 Standard Batteries</i>                                              |     |              |                        |
| <i>Battery Charger 45amp 115VAC 50/60 HZ</i>                             |     |              |                        |
| <i>2" Ball Coupler</i>                                                   |     |              |                        |
| <b>Estimated Sales Taxes - 7% ( No Taxes with Exemption Certificate)</b> | 1   | \$ 1,008.00  | <del>\$ 1,008.00</del> |
| <b>Delivery / Freight Charge - Less Than Truckload</b>                   | 1   | \$ 600.00    | \$ 600.00              |
| <b>Total:</b>                                                            |     |              | \$ 16,008.00           |
|                                                                          |     |              | 15,000.00              |
|                                                                          | 0   | \$ -         | \$ -                   |
|                                                                          | 0   | \$ -         | \$ -                   |
|                                                                          | 0   | \$ -         | \$ -                   |
|                                                                          | 0   | \$ -         | \$ -                   |
|                                                                          | 0   | \$ -         | \$ -                   |
|                                                                          | 0   | \$ -         | \$ -                   |
|                                                                          | 0   | \$ -         | \$ -                   |

*Disclosure: All invoices shall be paid within 30-days from invoice date. Once notified the unit is ready to be returned, make arrangements for a prompt pick-up. A courtesy waiting period of five (5) business days will be provided unless prior arrangements have been approved and agreed upon. However after the five-days, a daily storage fee of one-hundred (\$100.00) dollars will apply until the day the unit leaves our premises. Thank You.*



As Reliable as the Sun

# Silent Messenger III Message Board Mid-Sized

## USES AND ADVANTAGES

The "Silent Messenger III" mid-sized message board is a truly reliable workhorse. A 27 x 48 pixel full matrix LED display on a sturdy steel trailer is powered by both solar panels and batteries.

Display sign panel measures 78" wide by 46" high, giving a clean crisp readable message. Available in either a foldable or a Lift and Rotate trailer. Includes GPS receiver, cellular transceiver, and **FREE lifetime cellular service** for use with SolarTech's Command Center software.



## REMOTE CONTROL & GPS TRACKING!

Command Center software allows you to track your equipment using the built-in cellular transceiver and GPS system.

Access units from a map or list. Control units individually or broadcast to a group.

Manage your fleet from your laptop, pc or smartphone... without leaving your desk!

You can build a message library, share messages between boards, schedule messages and more.

Get automatic email notifications when a message changes, if the battery voltage is low, if a pixel or module fails, or the unit moves.

Keep tabs on your whole fleet. No more misplaced equipment... fewer problems... less downtime!



## EASY-TO-USE CONTROLLER

The touch-screen controller needs no manual - it's that easy to use! Includes:

- GPS receiver, cellular transceiver and free cellular service for the life of the board
- Password protection
- Intuitive icons for ease of use
- Scheduling capability
- Fully networkable
- NTCIP version 2 compatible
- Automatic software upgrades



Lift and Rotate  
Model MB3-LR



Trailer Mounted  
Model MB3

[www.solartechology.com](http://www.solartechology.com)

# Silent Messenger III Message Board

## DISPLAY PANELS

|                           |                                       |
|---------------------------|---------------------------------------|
| Panel Size .....          | 78" x 46" (198 cm x 117 cm)           |
| Pixel Size.....           | 1.50" x 1.50" (38 mm)                 |
| Character Height .....    | 7.5" to 39" (19 cm to 99 cm)          |
| Matrix Size .....         | 27 x 48 pixels                        |
| Panel Construction .....  | All aluminum, modular                 |
| Panel Face .....          | 3/16" polycarbonate, non-glare        |
| Number of Fonts .....     | Twelve (12)                           |
| Graphics Capability ..... | Full matrix with full animation       |
| Display Technology .....  | LED (amber, 592 nm)                   |
| Display Brightness .....  | >10,000 cd/m2 (candela per sq. meter) |
| Viewing Angle .....       | >30°                                  |

## TRAILER

|                         | Standard Trailer                               | Lift & Rotate Trailer                        |
|-------------------------|------------------------------------------------|----------------------------------------------|
| Length Overall (in use) | 112" (284 cm)                                  | 108" (274 cm)                                |
| Length Overall (towing) | 112" (284 cm)                                  | 152" (386 cm)                                |
| Width Overall           | 92" (234 cm)                                   | 77" (196 cm)                                 |
| Width Across Fenders    | 75" (190 cm)                                   | 77" (196 cm)                                 |
| Height Traveling        | 92" (234 cm)                                   | 101" (257 cm)                                |
| Ground Clearance        | 13" (33 cm)                                    | 13" (33 cm)                                  |
| Height Operating        | 142" (360 cm)                                  | 142" (360 cm)                                |
| Weight                  | 1,360 lbs (617 kg)                             | 1,800 lbs. (816 kg) approx.                  |
| Coupler                 | 2" (50 mm) ball or<br>2.5" (64 mm) pintle ring | 2" (50 mm) ball or<br>3" (76 mm) pintle ring |
| Lifting Mechanism       | 1,000 lb. automatic<br>brake, winch and cable  | 1,000 lb. electric linear<br>actuator        |
| Axle/Suspension         | Torq flex, independent                         | Torq flex, independent                       |

## MEGA-TECH CONTROL CONSOLE

|                            |                                                                                                             |
|----------------------------|-------------------------------------------------------------------------------------------------------------|
| Console Circuitry .....    | Ultra-low power solid state                                                                                 |
| Console Touchscreen .....  | Waterproof, backlit, full-color GUI, intuitive icon-driven,<br>multi-lingual: five international languages  |
| Programming Software ..... | Proprietary, field upgradable                                                                               |
| Message Capacity .....     | Pre-programmed and user-programmed: > 250 each                                                              |
| Time-Date Control .....    | Real-time clock/calendar (365 day)                                                                          |
| Message Display Time ..... | User-selectable (0.1 to 99 seconds)                                                                         |
| Display Update Time .....  | Instantaneous                                                                                               |
| Non-Volatile Memory .....  | 4 GB Micro SD card                                                                                          |
| Password Protection .....  | User-selectable, multi-level                                                                                |
| Operator Interface .....   | Easy-to-use icons (no manual required)                                                                      |
| Connectivity .....         | Networkable (wired or wireless) and<br>NTP/IP compatible (Ethernet & RS-232)                                |
| Remote Control .....       | Embedded cellular transceiver with free lifetime cellular<br>service and fleet management software included |
| GPS .....                  | Integrated GPS receiver                                                                                     |

## ENERGY SOURCE

|                                 |                                                                          |
|---------------------------------|--------------------------------------------------------------------------|
| Operating Voltage .....         | 12 volts DC (nominal)                                                    |
| Battery Type .....              | 6 volt heavy duty, deep cycle (GC-2)                                     |
| Number of Batteries .....       | Two standard lead acid (flooded)                                         |
| Battery Bank Capacity .....     | 260 amp hours                                                            |
| Battery Status Indicator .....  | Displays battery voltage, charging activity and low<br>battery condition |
| Battery Security .....          | Anti-theft steel battery frame bolted to trailer                         |
| Solar Construction .....        | Top-mounted solar panels in aluminum frame                               |
| Solar Power Output .....        | Standard 160 watt (nominal)                                              |
| Solar Charge Controller.....    | Automatic, temperature compensated                                       |
| Auxiliary Battery Charger ..... | 45 Amp, 120 volt AC                                                      |



MB III lowered and folded compactly for transport.

## OPTIONS AND UPGRADES

### UPGRADES - for Lift and Rotate Trailer only

Tilt and Rotate Solar Arrays:  
• 160 watt • 240 watt • 320 watt

### SOLAR ARRAY UPGRADES - both trailers

Fixed Solar Arrays: • 240 watt • 320 watt

### BATTERY UPGRADES

| Type                                  | Number    | Capacity      |
|---------------------------------------|-----------|---------------|
| Lead-Acid<br>(flooded)                | Four (4)  | 520 amp hour  |
|                                       | Six (6)   | 780 amp hour  |
|                                       | Eight (8) | 1040 amp hour |
| Gel Cell or AGM<br>(maintenance free) | Two (2)   | 260 amp hour  |
|                                       | Four (4)  | 520 amp hour  |
|                                       | Six (6)   | 780 amp hour  |
|                                       | Eight (8) | 1040 amp hour |

### BATTERY CHARGER UPGRADE

• 90 amp - 120 volt AC

### BRAKE OPTIONS

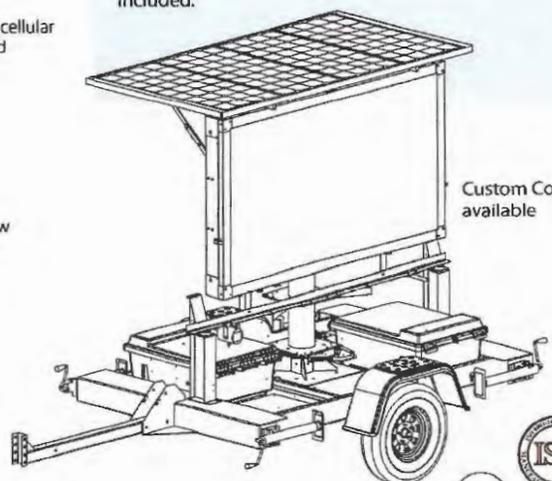
Hydraulic surge brakes (5,000 lb. capacity) or Electric brakes

### SECURITY OPTION

Vandal-Proof Battery Box reinforced steel cage

### RADAR OPTIONS

Directional doppler K-Band, user-configured KPH or MPH. Data collection and statistical analysis package is included.



Custom Colors available



**SOLAR TECHNOLOGY, INC.**  
7620 Cetronia Rd. Allentown, PA 18106  
Phone: 800-475-5442 or 610-391-8600

P/N 500-023-010 Rev. H 2019

[www.solartechology.com](http://www.solartechology.com)



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- Lights
- Parking Blocks
- Parking Lot Safety
- PPE Equipment
- Radar Speed Signs
- Road Markers
- Roll Up Signs & Stands
- Safety Accessories
- Safety Fences
- Safety Vests & Apparel
- Sandbags, Bulk Bags & More
- Signs, Bases, Stands
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| Item #                                             | Image | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Price    |
|----------------------------------------------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <a href="#">RU2FAST350</a>                         |       | <p><u>Radar Speed Control Sign RU2Fast 350 - 18" Display</u></p> <ul style="list-style-type: none"> <li>• These Radar Speed Signs are modeled using the Speed Limit sign and made for pole mounting to calm traffic.</li> <li>• Provides speed feedback with 18" LED high intensity display (appropriate for higher speed, 40 MPH+)</li> <li>• "Your Speed" radar sign included (MUTCD compliant)</li> <li>• Weight 53 lbs. Includes mounting hardware.</li> <li>• Pole optional.</li> <li>• Allow 30 days after receipt of order.</li> </ul>                                                                                                                                                                                                                                                                                                                  | \$3,295. |
| Please call for your shipping quote                |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |
| <a href="#">RU2FAST3350</a>                        |       | <p><u>VMS Radar Trailer 30" x 50" Active Area</u></p> <p>The RU2 Fast-3350 VMS Speed Display Trailer has a 30" x 50" full graphic, medium density LED array capable for 1 to 3 lines of text, full graphic characters and complex animation. The Variable Message Sign display folds down creating a lower trailer profile for easy transport and storage. Our speed radar trailer standard features include high speed blanking, flashing digit violator alert and traffic management arrows, a basic VMS message library and customization software for both text and animation. Optional features include solar power assist, digital video photo enforcement system and, our RU2 Systems Data Acquisition Package, which records the time, date and speed of oncoming vehicles without the use of cumbersome pneumatic tubes placed across the street!</p> | \$15,000 |
| Please call for your shipping quote <b>SMALLER</b> |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |
| <a href="#">RU2FAST1475</a>                        |       | <p><u>RU2 Fast 475 Pole Mounted 18" VMS/Radar Speed Sign</u></p> <ul style="list-style-type: none"> <li>• Pole Mounted VMS/Radar Speed Sign</li> <li>• 1/8" thick welded aluminum construction, front access to critical components</li> <li>• K-band single directional radar unit</li> <li>• Latest generation AlInGaP high intensity LED's</li> <li>• 18" Full Matrix (rounded) Numeric Characters for driver's quick recognition</li> <li>• 20" x 30" Medium Density Variable Message Sign Panel "YOUR SPEED", "SPEED LIMIT", "SLOW DOWN" or Any Other Message You Want!</li> <li>• Weight: 80 lbs. incl. mounting hardware – on-grid application</li> </ul>                                                                                                                                                                                               | \$5,995. |
| Please call for your shipping quote                |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |
| <a href="#">RU2FAST3450</a>                        |       | <p><u>VMS Radar Speed Display Trailer 40" x 50" Graphics</u></p> <ul style="list-style-type: none"> <li>• Single directional K-band radar unit</li> <li>• Medium density LED matrix with individual LED control 64 rows / 80 columns - 5,120 LEDs</li> <li>• 40" x 50" active area; 2.56 LEDs per square inch</li> <li>• Up to 40" Amber AlInGaP LED digits One to Four lines of text; 2 @ 19", 3 @ 13", 4 @ 9"</li> <li>• RU2 "VMS Creator" software included</li> <li>• Over 500 frames of animation / scrolling</li> <li>• On-line Message/Animation library</li> <li>• Radar Speed Display protected by 3/16" smoked, non-glare GE Lexan</li> <li>• Automatic intensity adjustment to ambient light conditions</li> </ul>                                                                                                                                  | \$16,995 |
| Please call for your shipping quote                |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |
| <a href="#">DSB803</a>                             |       | <p><u>Make Time For Safety 28" x 20" Digital Scoreboard</u></p> <ul style="list-style-type: none"> <li>• Time of day clock, 24 Hour count-up timer, 24 Hour count-down timer</li> <li>• Indoor viewing distance of 120 feet</li> <li>• Dynamic interface, start at zero and count up or down to your desired starting point</li> <li>• Easy access battery backup, saves your information when the unit is powered off</li> <li>• Size 28" x 20" Weighing 7.2 lbs</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                   | \$268.00 |
| <a href="#">DSRB05</a>                             |       | <p><u>This Company Has Worked 28" x 20" Digital Scoreboard</u></p> <ul style="list-style-type: none"> <li>• Time of day clock 24 Hour count-up timer 24 Hour count-down timer</li> <li>• Indoor viewing distance of 120 feet</li> <li>• Dynamic interface, start at zero and count up or down to your desired starting point</li> <li>• Easy access battery backup, saves your information when the unit is powered off</li> <li>• Size 28" x 20" Weighing 7.2 lbs</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                  | \$268.00 |



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 7

**TO: Town Council of Town of Loxahatchee Groves**  
**FROM: Larry A. Peters, P.E. Director of Public Works**  
**VIA: James Titcomb, Town Manager**  
**SUBJECT: 4000 Gallon Water Truck**

---

**Background:**

The Town's has 42 Miles of Dirt Roads. The Town's Public Works Crew", is responsible for maintaining these dirt roads. Recently we have experienced "Drought" conditions, and all dirt roads require "Watering" to keep the dust down. The Town is currently renting a water truck at \$4,000.00 each month. In addition to watering for dust control, the water truck is used to assist in watering road base material, for proper moisture content, during the compaction process.

Our Town mechanics, along with United Rental mechanics, have modified the existing rental truck to function efficiently, and although we are approaching the wet season, and might not need a water truck year around, we have been offered a reasonable purchase agreement, for this 2014 vehicle with 10,410 miles.

Please see the attached United Rentals Equipment Sale Quote # 177836211, along with quotes from two (2) additional quotes from companies for comparable equipment.

**Recommendations:**

Staff seeks Councils approval to execute a purchase order for the purchase of a water truck.

Staff recommends a purchase order be written to United Rentals, in the amount \$76,500.00, payable at \$6,375.00 per month, for twelve months, for the purchase of a 4000-4999 Gal. Model M2 106 Water Truck, United Rental Equipment No. 10283725, in accordance with Quote # 177836211.



BRANCH 02F  
1950 MARTIN LUTHER KING JR. BLV  
RIVIERA BEACH FL 33404  
561-881-7368  
561-881-7004 FAX

**EQUIPMENT SALE  
QUOTE**

**# 177836211**

**Job Site**

LOXAHATCHEE GROVES WATER  
155 F RD  
LOXAHATCHEE FL 33470-4949

**Office: 561-807-6637 Cell: 561-335-6024**

Customer # : 3032709  
Quote Date : 01/10/20  
  
UR Job Loc : 155 F RD, LOXAHATCHEE  
UR Job # : 9  
Customer Job ID:  
P.O. # : QUOTE  
Ordered By : LARRY PETERS  
Written By : RICHARD BERNARD  
Salesperson : RICHARD BERNARD

LOXAHATCHEE GROVES WATER  
155 F RD  
LXHTCHEE GRVS FL 33470-4949

**This is not an invoice  
Please do not pay from this document**

| Qty        | Equipment #                                                                                                                                                                             | Price    | Amount   |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| 1          | 10283725 CC: 953-2227<br>TRUCK WATER 4000-4999 GAL<br>Make: FREIGHTLINR Model: M2 106 WATER Serial #: 1FVHCYCY1FHGA5510<br>Model Year: 14 Lic: P511876 Wgt: 033001<br>MI OUT: 10410.300 | 76500.00 | 76500.00 |
| Sub-total: |                                                                                                                                                                                         |          | 76500.00 |
| Total:     |                                                                                                                                                                                         |          | 76500.00 |

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.

## Larry Peters

---

**From:** Richard Bernard <rbernard@ur.com>  
**Sent:** Monday, April 27, 2020 12:38 PM  
**To:** Larry Peters  
**Cc:** Mike Capocefalo  
**Subject:** Water Truck Sales Quote Attached  
**Attachments:** RENTAL\_177836211.pdf

Larry and Mike,

Sales quote attached for the purchase of the water truck.

We reduced the cost from \$90,000 to \$76,500 in consideration of your offer and the rental already spent.

We are currently offering 0% financing for 12 months. Your monthly payments would be \$6375.

Longer term and different financing options are also available starting at 2.99%...monthly payment estimates listed below.

|           |            |
|-----------|------------|
| 24 Months | \$3,457.80 |
| 36 Months | \$2,417.40 |
| 48 Months | \$1,885.72 |
| 60 Months | \$1,566.72 |

Let me know if you need any more info at this time.

Thank you

**Rich Bernard** | West Palm Beach Sales Rep, United Rentals  
O: (561) 881-7368 | C: (561) 719-8654 | F: (561) 616-8140  
To find quality used equipment for sale or to request a rental quote, visit [www.unitedrentals.com](http://www.unitedrentals.com)





155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 8

**TO: Town Council of Town of Loxahatchee Groves**  
**FROM: Larry A. Peters, P.E. Director of Public Works**  
**VIA: James Titcomb, Town Manager**  
**SUBJECT: Road Maintainer**

---

**Background:**

The Town's has 42 Miles of Dirt Roads. The Town's Public Works Crew maintains these dirt roadways by replenishing base and topping as needed, and currently grading the major dirt roads with a leased Grader on Monday, Wednesday, and on Friday as needed. The remaining minor dirt roads are graded on an approved schedule, and or as needed, using a small tractor and "Box-Blade".

Our Major dirt roads have been abused with heavy truck traffic, and other vehicles traveling at very high speed, causing "Washboarding".

Local Towns have found a solution to repairing "washbording" by, continually adding topping to the dirt roadways and using a new devise for grading.

The devise is a "Sled", called a "Road Maintainer", that is pulled behind a small tractor, this device could be very effective in assisting the Town's Public Works Team to maintain our dirt roadways.

Please see the attached quote no. 0141828, article on "washbording", and documentation on the "312 Road Maintainer".

**Recommendations:**

Staff seeks Councils approval to execute a purchase order for the purchase and shipment of a Bonnell 312 Perfect Road Maintainer devise (Sled).

Staff recommends a purchase order be written to Bonnell Industries, Inc., in the amount of \$27,583.00, for the purchase and freight, for a Model 312 Road Maintainer in accordance with quote no. 0141828.

## Corrugation or Washboarding

**Corrugation:** This problem, often called washboarding, can bring more complaints than any other. It is very annoying to motorists and when it becomes severe it can lead to loss of a vehicle's control. Figure 3 shows a typically corrugated gravel road. There are three primary causes: the driving habits of individuals, lack of moisture, and poor quality gravel. Driving habits are clearly evident when washboarding is present at intersections, going up or down steep hills, leading into or out of sharp curves, and sometimes even near driveways. In all these places motorists tend to accelerate hard or break aggressively. (1,2,3,4). Lack of moisture will accelerate washboarding and prolonged dry weather can aggregate the problem. This is because the crust that forms on the surface of good gravel road will tend to loosen allowing fines to be air born under traffic action which leaves stone and sand-sized particles to "float" and the material then can easily align itself into a washboarding pattern. The aforementioned causes are out of the control of the operator. The third primary cause – the quality of the gravel – is controlled by the agency's staff and therefore needs more attention. Good gravel must have the proper combination of stone, sand, and fines (Passing 200 sieve). The stone should be of the crushed type and the fines must have the binding characteristics, technically called plasticity. Materials must conform to specifications before it is used. With the best of maintenance, washboarding can never be eliminated. However, the key to reducing it is to obtain quality gravel with good binding property. Controlling speed can also reduce the potential for washboarding.



# 312 ROAD MAINTAINER

## ROAD MAINTENANCE

### FEATURES & BENEFITS:

- ① Height adjustable front hitch with drop pin clevis hitch and loop. Safety tow chains.
- ② 3000 lb. drop foot jack stand for quick and easy hook-up and storage.
- ③ Adjustable wings for varied drag width, adjusts from 8 to 10 ft.
- ④ 8 bolt high speed hubs and tires.
- ⑤ Easily adjustable rear finishing blade – height control without the use of tools.
- ⑥ 3x10 double acting or single acting lift cylinder.
- ⑦ Fully welded tubular upper and lower frames.



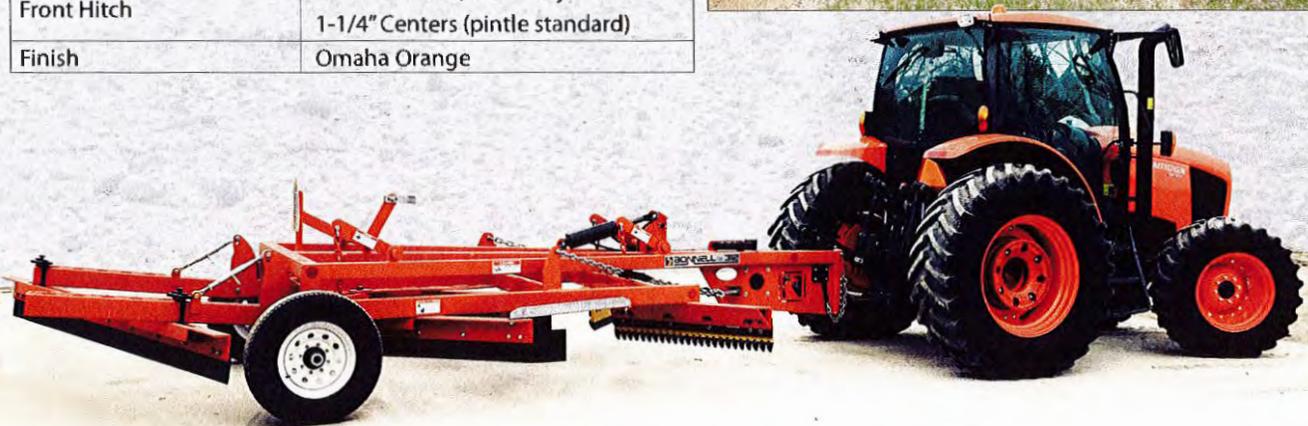
## 312 ROAD DRAG OPTIONS

- 1 Scarifier Blades
- 2 Spare Tire
- 3 Hydraulic Power Unit
- 4 Light Bar DOT Compliant
- 5 Galvanized Finish (limited availability)

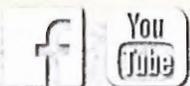


## 312 ROAD DRAG SPECIFICATIONS

|                           |                                                                         |
|---------------------------|-------------------------------------------------------------------------|
| Weight                    | 3,100 lbs.                                                              |
| Length                    | 22'                                                                     |
| Length of Working Section | 20'                                                                     |
| Cutting Width             | 10' (Adjustable to 8' wide)                                             |
| Cutting Edge(s)           | 5/8" x 8", C1080 High Carbon Steel, (punched to AASHTO standards)       |
| Tires                     | (2) 16" Radial Tires (with high speed hubs)                             |
| Tow Vehicle Required      | 60 h.p.                                                                 |
| Lifting Cylinders         | (1) 3" x 10" Double or Single Acting                                    |
| Front Hitch               | Pintle or clevis, 20" of adjustment on 1-1/4" Centers (pintle standard) |
| Finish                    | Omaha Orange                                                            |



www.bonnell.com • (800) 851-4654 • info@bonnell.com  
1335 Franklin Grove Rd • Dixon, IL 61021



AUTHORIZED DEALER:



1385 Franklin Grove Rd  
 Dixon, IL 61021  
 815-284-3819 \* 815-284-8815 Fax  
 800-851-9664  
 www.bonnell.com \* info@bonnell.com

# Quote

Quote Number: 0141828  
 Quote Date: 4/18/2020



**Bill To:** 5514138  
 TOWN OF LOXAHATCHEE FLORIDA  
 155 F ROAD-PUBLICWORKS BLDG.  
 ATTN MIKE CAPOCEFALO  
 PH 954-551-4138  
 LOXAHATCHEE, FL 33470

**Ship To:**  
 TOWN OF LOXAHATCHEE FLORIDA  
 155 F ROAD-PUBLICWORKS BLDG.  
 ATTN MIKE CAPOCEFALO  
 PH 954-551-4138  
 LOXAHATCHEE, FL 33470

Phone: (954) 551-4138 Fax: Mike Capocefalo <MCapocefalo@loxahatchee>

Phone:  
 Fax:

**Confirm To:** Mike Capocefalo

**Comment:** CAN SHIP 10-14 DAYS

| Customer P.O. | Ship VIA    | F.O.B.    | Terms | Quote Expiration |
|---------------|-------------|-----------|-------|------------------|
| QUOTE         | PRE-PAY/ADD | DIXON, IL | Cash  | 5/18/2020        |

| Ordered | Unit | Item Number                                                                                                                                                                                                                                                                                                                                                                                                                             | Each Price | Extended Price |
|---------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| 1.00    | EACH | <b>312</b><br>BONNELL 312 PERFECT ROAD MAINTAINER<br><br>NOTE: MODEL 312 REPLACES MODEL 272<br><br>OPTIONS AS FOLLOWS:<br>Hook-Up Type: Clevis Hitch for drawbar (STD)<br>Spare Tire NOT Included.<br>Rear Light Bar: Rear Light Bar NOT Included.<br>Scarifier Blades: NOT Included<br>Carbide Blades: Carbide Blades NOT Included<br>HRLS Section NOT Included.<br>Splash Board Brackets: NOT Included<br>Hyd Power Unit NOT Included |            |                |
| 1.00    | EACH | <b>BON-006400</b><br>BONNELL 312 PERFECT ROAD MAINTAINER BASE MODEL<br>22' LONG<br>20' WORKING SECTION<br>10' CUTTING WIDTH (ADJUSTABLE TO 8' WIDE)<br>5/8" X 8" C1080 CUTTING EDGES<br>(2) 16" LOAD RANGE E HIGH SPEED TIRES, 10 PLY<br>(1) 4" X 10" DA OR SA LIFT CYLINDER<br>STANDARD MANUAL ADJUSTING FINISHING BLADE<br>SAFETY CHAINS ARE STANDARD<br>DROP FOOT JACK STAND<br>PAINTED BONNELL ORANGE                               |            |                |
| 1.00    | EACH | <b>*BASE PRICE</b>                                                                                                                                                                                                                                                                                                                                                                                                                      | 14,750.00  | 14,750.00      |
| 1.00    | EACH | <b>#312 LEAD TIME</b><br>CAN SHIP 10-14 DAYS AFTER RECEIPT OF THE CHECK<br><br>ADDITIONAL ADD ON OPTIONS-NOT SHOWN ABOVE<br><br>SPARE TIRE \$260.00<br><br>LIGHT BAR \$787.00<br><br>FRONT SET ROTATING CARBIDES (WITH REPLACABLE BITS)<br>(MUCH MORE AGGRESSIVE ON HARD PACKED SURFACE<br>THAN STD. FLAT BLADES)- (4') ONLY \$2701.00                                                                                                  |            |                |



1385 Franklin Grove Rd  
Dixon, IL 61021  
815-284-3819 \* 815-284-8815 Fax  
800-851-9664  
www.bonnell.com \* info@bonnell.com

# Quote

Quote Number: 0141828  
Quote Date: 4/18/2020



**Bill To:** 5514138  
TOWN OF LOXAHATCHEE FLORIDA  
155 F ROAD-PUBLICWORKS BLDG.  
ATTN MIKE CAPOCEFALO  
PH 954-551-4138  
LOXAHATCHEE, FL 33470

**Ship To:**  
TOWN OF LOXAHATCHEE FLORIDA  
155 F ROAD-PUBLICWORKS BLDG.  
ATTN MIKE CAPOCEFALO  
PH 954-551-4138  
LOXAHATCHEE, FL 33470

Phone: (954) 551-4138 Fax: Mike Capocefalo <MCapocefalo@loxahatchee>  
Comment: CAN SHIP 10-14 DAYS

| Customer P.O. | Ship VIA    | F.O.B.    | Terms | Quote Expiration |
|---------------|-------------|-----------|-------|------------------|
| QUOTE         | PRE-PAY/ADD | DIXON, IL | Cash  | 5/18/2020        |

| Ordered | Unit | Item Number | Each Price | Extended Price |
|---------|------|-------------|------------|----------------|
|---------|------|-------------|------------|----------------|

FRONT TWO SETS OF SCARIFIERS \$4,727.00  
(THE VERY BEST OPTION TO DIG UP THE HARD PACK)

MIKE I CHECKED THE UNITS WE SENT TO FLORIDA--(ALL OF THEM HAD SCARIFIRES)--FOR THIER SHELL-ROCK ROADS--(WHEN THEY GET PACKED DOWN)

|      |      |          |          |          |
|------|------|----------|----------|----------|
| 1.00 | EACH | *FREIGHT | 2,130.00 | 2,130.00 |
|------|------|----------|----------|----------|

FREIGHT TO ZIP CODE 33470

*HALS PKGE  
REAR Hydrolic System Setup  
MIN OF 4 HYD PORTS*

*5,928.00*

15% RESTOCKING FEE ON RETURNED ITEMS  
NO RETURN ON SPECIAL ORDER ITEMS OR ELECTRICAL ITEMS

SUBMITTED BY: \_\_\_\_\_

0001 Bonnell Industries

DF

NOTE: ALL TAXES WILL BE EXTRA IF APPLICABLE.  
NOTE: PRICES ARE IN EFFECT FOR 30 DAYS ONLY. IF A PRICE INCREASE OCCURS - IT WILL BE ADDED.

NOTE: BIDS MAY REQUIRE A 20% DEPOSIT UPON PURCHASE  
NOTE: INSTALL DATE IS BASED ON CHASSIS ARRIVAL DATE.

ACCEPTED BY: \_\_\_\_\_

\*\*BILL TO: \_\_\_\_\_

PO Number: \_\_\_\_\_

DATE ACCEPTED: \_\_\_\_\_

CHASSIS ARRIVAL DATE: \_\_\_\_\_

|                |           |
|----------------|-----------|
| Net Order:     | 16,880.00 |
| Less Discount: | 0.00      |
| Freight:       | 0.00      |
| Sales Tax:     | 0.00      |
| Quote Total:   | 16,880.00 |

*HALS . . . . . 5,928.00  
BLADES . . . . . 4,727.00  
\$ 27,535.00*

VIN# \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

W.B. \_\_\_\_\_ C.A.: \_\_\_\_\_

TRANS MODEL: \_\_\_\_\_

ENGINE: \_\_\_\_\_

PAINT CODE: \_\_\_\_\_

\*\*CHANGES MAY CAUSE DELAYS AND FEES.