

# TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

## TOWN COUNCIL REGULAR MEETING

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

### AGENDA

**NOVEMBER 1, 2022, 6:30 -9:30 P.M.**



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

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

**Laura Danowski, Vice Mayor (Seat 2)**

**Marianne Miles, Councilmember (Seat 3)**

**Margaret Herzog, Councilmember (Seat 5)**

### Administration

Town Manager, Francine L. Ramaglia

Town Attorney, Elizabeth Lenihan, Esq.

Town Clerk, Lakisha Q. Burch

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

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

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

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

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

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

## TOWN COUNCIL AGENDA ITEMS

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### MOMENT OF SILENCE

### ROLL CALL

### ADDITIONS, DELETIONS AND MODIFICATIONS

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

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

### PRESENTATION AND DISCUSSION

1. Presentation and update from James Fleishmann regarding Evaluation and Appraisal Report of Comprehensive Plan (EAR) and proposed timeline.
2. Presentation and update from Randy Wertepny regarding the interlocal agreement with Royal Palm Beach.

### CONSENT AGENDA

3. Approval of Meeting Minutes.
  - a. June 15, 2021, Town Council Workshop/Special Meeting Minutes
  - b. July 20, 2021, Town Council Regular Meeting Minutes
  - c. August 3, 2021, Community Workshop Meeting Minutes
  - d. August 3, 2021, Town Council Regular Meeting Minutes
  - e. October 4, 2022, Community Workshop Meeting Minutes
  - f. October 4, 2022, Town Council Regular Meeting Minutes
  - g. October 18, 2022, Community Workshop Meeting Minutes
  - h. October 18, 2022, Town Council Workshop/Special Meeting Minutes
4. Consideration of **Resolution No. 2022-72** agreement with the Palm Beach County Supervisor of Elections for 2023 Municipal Election Vote Processing Equipment use and Elections Services.
5. Consideration of **Resolution No. 2022-75** agreement with Johnson-Davis.
6. Consideration of **Resolution No. 2022-76** authorizing a piggyback with Palm Beach County Annual Asphalt Milling and Resurfacing Contract.
7. Consideration of **Resolution No. 2022-78** Approving Scope of Work and Pricing with Ranger Construction, Inc.
8. Consideration of **Resolution No. 2022-77** Approving Scope of Work and Pricing with Wynn & Sons Environmental Construction, Inc.
9. Consideration of **Resolution No. 2022-79** authorizing Town's sponsorship/special events.
10. Consideration of **Resolution No. 2022-80** regarding improvement agreement for Groves Town Center.

## **PUBLIC HEARING**

11. Consideration of *Ordinance No. 2022-04* on first reading of code enforcement of Site Development.
12. Consideration of *Ordinance No. 2022-05* on first reading non-conforming unrecorded plats.

## **TOWN STAFF COMMENTS**

**Town Manager**

**Town Attorney**

**Public Works Director**

**Town Clerk**

## **TOWN COUNCILMEMBER COMMENTS**

**Marianne Miles (Seat 3)**

**Margaret Herzog (Seat 5)**

**Phillis Maniglia (Seat 1)**

**Vice Mayor Laura Danowski (Seat 2)**

**Mayor Robert Shorr (Seat 4)**

## **ADJOURNMENT**

### **Comment Cards**

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

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**Agenda Item # 1**

**TO: Town Council of Town of Loxahatchee Groves**  
**FROM: Francine Ramaglia, Town Manager**  
**DATE: November 1, 2022**  
**SUBJECT: Presentation and update from James Fleishmann regarding Evaluation and Appraisal Report of Comprehensive Plan (EAR) and proposed timeline.**

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Mr. Fleishmann will present the attached 2 alternative EAR-Amendment schedules for Council consideration. Alternative 1 is a more "slow track" and Alternative 2 a more "fast track". Each element or group of elements will be on a workshop agenda for discussion and the following Council Meeting Agenda for direction to staff to proceed. Also, the "fast track" agenda has more elements on a given agenda than the "slow track". Multiple Element dates include those elements that Mr. Fleishman believes will have little or no revision from the current versions.

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## EAR-BASED AMENDMENTS SCHEDULE: ALTERNATIVE 1

**November 15, 2022 to June 27, 2023**

<b>Month</b>	<b>Date</b>	<b>Comp Plan Element(s)</b>	<b>Task</b>
November	15	Future Land Use	Discussion and Staff Direction
December	6	Future Land Use	Approval of Element
December	20	Transportation	Discussion and Staff Direction
January	3	Transportation	Approval of Element
January	17	Infrastructure, Conservation, Recreation/Open Space	Discussion and Staff Direction
February	7	Infrastructure, Conservation, Recreation/Open Space	Approval of Element(s)
February	21	Housing, Intergovernmental Coordination, Private Property Rights	Discussion and Staff Direction
March	7	Housing, Intergovernmental Coordination, Private Property Rights	Approval of Element(s)
March	21	Introduction, Capital Improvements	Discussion and Staff Direction
April	4	Introduction, Capital Improvements	Approval of Element(s)
April	18	Final Workshop – All Elements	Discussion and Staff Direction
April	27	Public Hearing – All Elements	Local Planning Agency Public Hearing and recommendation to Council
May	2	All Elements – Revised Comprehensive Plan	Council Public Hearing and Consideration of Adoption Ordinance on First Reading
May	9	All Elements – Revised Comprehensive Plan	Transmittal to FDEO and Other Agencies for Review and Comment
June	20	All Elements – Revised Comprehensive Plan	Council Public Hearing and Consideration of Adoption Ordinance on Second Reading
June	27	All Elements – Revised Comprehensive Plan	Submittal of Adopted Plan to FDEO

## EAR-BASED AMENDMENTS SCHEDULE: ALTERNATIVE 2

**November 15, 2022 to April 25, 2023**

<b>Month</b>	<b>Date</b>	<b>Comp Plan Element(s)</b>	<b>Task</b>
November	15	Future Land Use and Transportation	Discussion and Staff Direction
December	6	Future Land Use and Transportation	Approval of Element(s)
December	20	Infrastructure, Conservation, Recreation/Open Space, Housing, Intergovernmental Coordination and Property Rights	Discussion and Staff Direction
January	3	Infrastructure, Conservation, Recreation/Open Space, Housing, Intergovernmental Coordination and Property Rights	Approval of Element(s)
January	17	Introduction and Capital Improvements	Discussion and Staff Direction
February	7	Introduction and Capital Improvements	Approval of All Element(s)
February	16	All Elements	Local Planning Agency discussion and Staff Direction
February	23	All Elements	Local Planning Agency Public Hearing
March 7	7	All Elements – Revised Comprehensive Plan	Council Public Hearing and Consideration of Adoption Ordinance on First Reading
March	14	All Elements – Revised Comprehensive Plan	Transmittal to FDEO and Other Agencies for Review and Comment
April 18	18	All Elements – Revised Comprehensive Plan	Council Public Hearing and Consideration of Adoption Ordinance on Second Reading
April 25	25	All Elements – Revised Comprehensive Plan	Submittal of Adopted Plan to FDEO



**Agenda Item # 2**

**TO: Town Council of Town of Loxahatchee Groves**  
**FROM: Francine Ramaglia, Town Manager**  
**DATE: November 1, 2022**  
**SUBJECT: Presentation and update from Randy Wertepny regarding the interlocal agreement with Royal Palm Beach.**

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**Presentation given by Randy Wertepny.**

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**Agenda # 3**

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

**FROM: Lakisha Burch, Town Clerk**

**VIA: Francine Ramaglia, Town Manager**

**DATE: November 1, 2022**

**SUBJECT: Meeting Minutes**

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Staff recommends approval of the attached meeting minutes.

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## **TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL REGULAR MEETING**

**JUNE 15, 2021**

*Meeting audio available in Town Clerk's Office*

### **CALL TO ORDER**

Mayor Shorr called meeting to order at 6:10 p.m.

### **PLEDGE OF ALLEGIANCE**

Mayor Shorr led the Pledge of Allegiance.

### **MOMENT OF SILENCE**

Mayor Shorr led a prayer.

### **ADDITIONS, DELETIONS & MODIFICATIONS TO THE AGENDA**

**Motion was made by Councilmember Maniglia seconded by Vice Mayor Danowski to approve the agenda as is it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

### **ROLL CALL**

Mayor Robert Shorr, Vice Mayor Laura Danowski, Councilmembers Phillis Maniglia, Marianne Miles and Margaret Herzog, Town Manager James Titcomb, Assistant Town Manager Francine Ramaglia, Town Attorney Elizabeth Lenihan, Esq., Public Works Director Larry Peters, and Town Clerk Lakisha Burch.

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

There were public comments made by the following: In-person Ken Johnson, Jimmy Miller, and James McLeavy. Read by Clerk Ronny Aragones and Joanne Himmel.

### **PRESENTATION AND PROCLAMATION**

1. State Senator Bobby Powell and State Representative Matt Willhite, Florida House of Representatives representing District 86 and "Legislative Priorities" for upcoming 2021-22 Session. (15 min).

State Senator Bobby Powell and State Representative Matt Willhite gave an update to the Town Council.

2. Awarding of the Loxahatchee Groves Scholarship Recipients. (15 min).

**Town Council presented and awarded 11 1,000.00-dollar scholarships to Town of Loxahatchee Groves' High School and College students.**

3. Eagle Scout William Logan Smith for Veteran Bench with Landscaping proposal. (15 min).

Eagle Scout William Logan Smith presented the Town Council with a landscaping proposal for the Veteran's flag area in front of Town Hall.

**Motion was made by Councilmember Maniglia seconded by Vice Mayor Danowski to approve the Veteran Bench with landscaping proposal by Eagle Scout William Logan Smith; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

4. Update from Aquatic Vegetation Control, Inc. regarding canal vegetation. (15 minutes)

There were public comments made by the following Ken Johnson and Katie Lakeman.

Travis Schwalm from Aquatic Vegetation Control, Inc. gave an update on the canal vegetation maintenance to the Town Council.

#### **CONSENT AGENDA**

5. Approval of Resolution No. 2021-27 appointing **Jai Subamanya** as a regular voting member of the Town's Roadway, Equestrian Trails & Greenway Advisory Committee.

**Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to approve Resolution No. 2021-27 appointing Jai Subamanya as a regular voting member of the Roadway, Equestrian Trails & Greenway Advisory Committee (RETGAC); it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

6. Approval of Resolution No. 2021-28 appointing **Tom Goltzene** as a regular voting member of the Unified Land Development Advisory Committee.

**Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to not approve Resolution No. 2021-28 appoint Tom Goltzene as a regular voting member of the Unified Land Development Advisory Committee (ULDC); it was voted as follows: Ayes: Vice Mayor Danowski, Councilmembers Herzog and Maniglia. Nyes: Mayor Shorr and Councilmember Miles. Motion passed 3-2.**

#### **PUBLIC HEARING**

7. Approval of second reading of Ordinance No. 2021-04 amending Section 100-040 "Private Ingress/Egress Arrangements" and Section 100-045 "Minimum Standards for Public and Private Streets" both of Article 100 "Access Standards and Subdivision" of Part IV "Parking and Loading, Access and Subdivision, Sight Distance" of its Unified Land Development Code to provide for a prohibition on Private Ingress/Egress Arrangements providing access to and from areas outside the Town.

**Motion was made by Councilmember Maniglia seconded by Vice Mayor Danowski to adopt Ordinance 2021-04 on second reading amending Section 100-040 “Private Ingress/Egress Arrangements” and Section 100-045 “Minimum Standards for Public and Private Streets” both of Article 100 “Access Standards and Subdivision” of Part IV “Parking and Loading, Access and Subdivision, Sight Distance” of its Unified Land Development Code to provide for a prohibition on Private Ingress/Egress Arrangements providing access to and from areas outside the Town; it was voted as follows; Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia and Miles. Motion passed unanimously.**

## **REGULAR AGENDA**

8. Approval of road work on South “C” Road.

**Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve purchase order in the amount of \$230,206.73 to Hardrives, Inc. for the South “C” Road project to move forward; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

9. Discussion and direction of Cost Sharing Policy and Assessments.

There were public comments by Mary McNicholas and Virginia Standish.

**Motion was made by Mayor Shorr seconded by Vice Mayor Danowski that all letter roads A, B, C, D, E, F, Collecting Canal, and North North Road is not part of the cost sharing; budget roads through the Town or private sources; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

**Motion was made by Mayor Shorr seconded by Councilmember Miles that 51% of the landowners has to agree to participate in the cost sharing of paving roads; it was voted as follows; Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

**Motion was made by Mayor Shorr seconded by Councilmember Miles to direct Public Works Director to get the scope, cost, and resolution for the following streets Raymond Drive, 22<sup>nd</sup> North Road, Flamingo Drive, Paradise Trail, San Diego Drive, and Los Angeles Drive; it was voted as follows; Aye: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

**Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to have Public Works Director to get the cost of milling for south A Road; it was voted as follows; Aye: Councilmember Herzog, Maniglia, and Miles. Nyes: Mayor Shorr, Vice Mayor Danowski. Before the call was made Councilmember Miles stated that she misunderstood the motion and does not support the motion. Making the motion fail. Councilmember Maniglia then stated she withdraws her motion all together.**

**Motion was made by Councilmember Herzog to have Public Works Director to get the cost of milling or any other materials for south A Road. Motion failed for a lack of second.**

10. Discussion and direction of Proposed Solid Waste Ordinance and Contract Amendments.

There was public comment made by Virginia Standish.

There was discussion among Town Council regarding this item. Town Attorney will bring forth suggestions in upcoming meeting.

### **TOWN COUNCILMEMBER COMMENTS**

**Motion was made by Councilmember Maniglia seconded by Councilmember Miles to extend the meeting until 10:00 p.m.; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

#### **Phillis Maniglia (Seat 1)**

- Request that the Commercial Entity of Palm Beach County come and meet with she and staff.
- Drainage before rock – like to see Johnson/Davis revisit this project (get quotes)
- Welcomed Mr. Jai Subananya to the Road, Equestrian Trails & Greenway Advisory Committee.
- Thanked Vice Mayor Danowski on the Scholarship Fund. She also thanked the Sluggetts, Staff and all that participated in making it a success.
- Roads that do not want to be on the gas tax (how to handle that issue)
- Committees
- Different products for roads
- Charter Review

#### **Laura Danowski (Seat 2)**

- Status on alert system
- Conversation about rock being used on E road.
- Thanked everyone who helped in making the Town of Loxahatchee Groves' and Dress for Success Palm Beaches Clothing Drive a success.

#### **Marianne Miles (Seat 3)**

- Cost of North D Road
- Cost for fill for North B Road
- Residence on Tangerine and E Road wanting paving.
- Hurricane Season

**Motion was made by Councilmember Maniglia seconded by Councilmember Miles to pave north B Road (using the Hardrives quote for the first mile at 20 feet and the last half mile at 18 feet) after C Road South is completed, when the funds are available, no other projects to get squashed to pay for this project; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia and Miles. Motion passed unanimously.**

#### **Marge Herzog (Seat 5)**

- North Road (wanted a consensus to get a cost for patching on North Rd.)
- Spoke about upcoming landowners' meeting.

#### **Mayor Robert Shorr (Seat 4)**

- Town Clean-Up and Bar-B-Que (July 3, 2021) (Potluck)



**There was consensus by Town Council to move forward in cleaning up the Town with volunteers.**

- South C Road
- Closing of Valencia Drive

**There was consensus by Town Council to close the road at Valencia Drive.**

### **TOWN STAFF COMMENTS**

#### **Town Manager**

- Introduced Fire Rescue Chief Anthony Tozzi -gave some safety tips to prevent fires.
- Updated Council on Code Enforcement matters
- Spoke about the Florida League of Cities Annual Conference
- Reminded Council of upcoming vacation- Assistant Town Manager Ramaglia will be in charge in his absence.

#### **Assistant Town Manager**

No comment

#### **Town Attorney**

- Town Attorney Lenihan gave an update on the Interlocal Agreement with Palm Beach County regarding the TPA.

#### **Public Works Director**

- Public Works Director Peter gave thanks.

#### **Town Clerk**

- Town Clerk mentioned the upcoming Back-to-School Backpack Drive-By that will be held on July 31, 2021, from 9:00 a.m. to noon. She also stated that if anyone wanted to donate school supplies or backpacks please do so and drop off at Town Hall. She also stated that proof of residency would need to be provided.

### **ADJOURNMENT**

There being no further business, meeting was adjourned 10:30 p.m.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

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Lakisha Burch, Town Clerk

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

\_\_\_\_\_  
Vice Mayor Laura Danowski

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Councilmember Marge Herzog

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Council Member Marianne Miles

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Council Member Phillis Maniglia



## **TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL REGULAR MEETING**

**JULY 20, 2022**

*Meeting audio available in Town Clerk's Office*

### **CALL TO ORDER**

Mayor Shorr called meeting to order at 7:03 p.m.

### **PLEDGE OF ALLEGIANCE**

Mayor Shorr led the Pledge of Allegiance.

### **MOMENT OF SILENCE**

Mayor Shorr led a prayer.

### **ROLL CALL**

Mayor Robert Shorr, Vice Mayor Laura Danowski, Councilmembers Phillis Maniglia, Marianne Miles and Margaret Herzog, Town Manager James Titcomb, Assistant Town Manager Francine Ramaglia, Town Attorney Elizabeth Lenihan, Esq., Public Works Director Larry Peters, and Town Clerk Lakisha Burch.

### **ADDITIONS, DELETIONS AND MODIFICATIONS**

There was no additions, deletions, or modifications to the agenda.

**Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to approve the agenda as is it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

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

There was no public comment on non-agenda items.

### **CONSENT AGENDA**

1. Approval of Resolution No. 2021-34 and acceptance of Traffic Counts and Speed Study.
2. Approval of Resolution No. 2021-35 Extension of Auditors' Contract (1yr.)

**Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to approve the Consent Agenda; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

### **PRESENTATIONS**

3. Introduction of New Dolphin Sod Farm Management (15 mins.)

Larry Peters, Director of Public Works presented the item and introduced the new management staff at the Dolphin Sod Farm.

Tom Wilson, Head Groundskeeper of the Miami Dolphins introduced Edwin Lamour, Director of Grounds and Mark Paluch, Director of the Sod Farm. Mr. Wilson stated that he and the new Sod Farm Management looks forward to the start of a new relationship with the Town of Loxahatchee Groves. There was discussion among the Town Council and Mr. Wilson.

4. Update on the Underground project from Florida Power & Light. (15 mins.)

Stephanie Mi

5. Update from Carlos Perez of Carlos Perez CGP Agency on Town's Social Media Outlets. (15 mins.)

Carlos Perez, CEO of CGP Agency introduced himself to the Town Council and gave an update on the Town's social media. There was discussion among the Town Council and Mr. Perez.

There were public comments made by the following: Todd McLendon, Mary McNicholas, Jo Siciliano and Cassie Suchy.

### PUBLIC HEARING

6. Approval of ***Ordinance No. 2021-07*** amending Section 100-005 "local and collector roadways, generally" of Part IV "parking and loading, access and subdivision, sight distance" of its Unified Land Development Code to provide for a maximum speed limit of 25 miles per hour on roadways within the town boundaries other than Okeechobee Boulevard and Southern Boulevard: providing for conflict, severability, codification, and an effective date.

Town Attorney Lenihan read the title into record and presented item to the Town Council.

Town Council asked that the Town Attorney look into the following:

- Clarify if Folsom is within the Town of Loxahatchee Groves boundaries before second reading.
- Ask if speed bumps can be placed on Folsom.

**Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Ordinance No. 2021-07 on first reading amending Section 100-005 "local and collector roadways, generally" of Part IV "parking and loading, access and subdivision, sight distance" of its Unified Land Development Code to provide for a maximum speed limit of 25 miles per hour on roadways within the town boundaries other than Okeechobee Boulevard and Southern Boulevard: providing for conflict, severability, codification, and an effective date; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog and Maniglia. Nye: Councilmember Miles. Motion passed 4-1.**

There were public comments made by the following: Todd McLendon, Mary McNicholas, and Cassie Suchy.

### REGULAR AGENDA

7. Update on Road Overlay and Construction Program.

- a. OGEM Repairs/Overlays
- b. Other Overlays/Repairs
  - i. South A Road
  - ii. North B Road
  - iii. South D Road
  - iv. E Road
  - v. F Road
  - vi. 22<sup>nd</sup> Road
- c. Referendum Roads
  - i. Flamingo Road
  - ii. Los Angeles Drive
  - iii. Paradise Trail
  - iv. Raymond Drive
  - v. San Diego Drive
- d. Big Dog
- e. 145<sup>th</sup>/43<sup>rd</sup>

Mr. Peters presented the item to Town Council by giving an update on the road's projects.

**Motion was made by Councilmember Maniglia seconded by Mayor Shorr to extend the meeting until 11:00 p.m.; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

**Motion was made by Vice Mayor Danowski seconded by Mayor Shorr to accommodate the remaining funds of fiscal year 2020/2021, that we move the surfacing of North B Road to the 2021/2022 budget; in its place we resurface South D Road from Okeechobee Blvd. to Southern Blvd which includes the 31,649.00 dollars contributed from Big Dog; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

**There were public comments made by following: Katie Lakeman, Todd McLendon, Brian McNeil, and Cassie Suchy.**

- 8. Discussion of Legislative Updates.
  - a. Local Bill for Fireworks

Mary McNicholas, Town Lobbyist representing Sluggett, and Associates presented the item.

There was consensus from Town Council to move forward on the AR District regarding Fireworks.

- b. Feasibility Study ITID Local Bill

Ms. McNicholas also gave an update on the item.

There was consensus from Town Council to have Town Manager send letter to Indian Trail Improvement District (ITID) of our interest to annex.

- c. Status of Pilot Projects, Grants for Water Projects
- d. Proposed Appropriations

**There was consensus from Town Council to have Town Lobbyist bring back information on water and trail's systems.**

- e. Palm Beach State College trails
- f. HB 403

Town Attorney Lenihan gave a brief overview of what the House Bill is and how it will affect the Town.

- g. Okeechobee Overlay
- h. Other Matters

**Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to extend the meeting to 11:30 p.m.; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

There were public comments made by the following: Betty Argue, Katie Lakeman, Todd McLendon, Brian McNeil, and Cassie Suchy.

### **TOWN COUNCILMEMBER COMMENTS**

#### **Phillis Maniglia (Seat 1)**

- 140<sup>th</sup>/143<sup>rd</sup> – thanked the Miami Dolphin for permission to use land (Sod Farm) as a Trauma pad.
- Thanked Town Council
- Check on your neighbors.

#### **Laura Danowski (Seat 2)**

- Asked about the Western Communities Meeting- Send email when information is received
- How to do better communication among Town Council
- Ribbon cutting for Dress for Success Palm Beach
- Back to School Event that will be on July 31<sup>st</sup> 9:00 a.m. until Noon- State Representative Matt Wilhite will also be present.

#### **Marianne Miles (Seat 3)**

#### **Marge Herzog (Seat 5)**

- Comments (Council)- don't feel if the topic is not on agenda or the public doesn't have the opportunity to speak on it (should be voted on)
- July 26<sup>th</sup> looks forward to the joint Budget Meeting.
- Palm Beach County League of Cities will be starting back to face-to-face meetings.

#### **Mayor Robert Shorr (Seat 4)**

- Status on tractor purchase
- Budget-joint workshop
- Policy for replacing existing culverts.

### **TOWN STAFF COMMENTS**

#### **Town Manager**

- Code Enforcement
- Kudos to Staff
- Happy Birthday to Mayor Shorr

#### **Assistant Town Manager**

No comment.

**Town Attorney**

- Signing off of the Groves Town Center Declaration of Maintenance obligation

**Public Works Director**

No comment.

**Town Clerk**

No Comment.

**ADJOURNMENT**

There being no further business the meeting was adjourned at 11:43 p.m.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

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

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

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Vice Mayor Laura Danowski

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Councilmember Marge Herzog

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Council Member Marianne Miles

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Council Member Phillis Maniglia

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**TOWN OF LOXAHATCHEE GROVES  
TOWN COUNCIL COMMUNITY OPEN DISCUSSION WORKSHOP  
AUGUST 3, 2021**

*Meeting audio available in Town Clerk's Office*

**CALL TO ORDER**

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

**COMMENTS FROM THE PUBLIC**

There were public comments made by the following: Katie Lakeman, Mayor Robert Shorr, Richard Mohammed, Carline Dumornay, Miguel Majior, Nelson Mercer, Wilson Anelbrook, Frank Schmeda, and Ken Johnson.

Katie Lakeman:

- Backpacks

Mayor Shorr:

- Spoke about resending motions- Town Attorney Lenihan responded to his questions.

Richard Mohmmed:

- Paving

Carline Dumornay:

- Paved roads for Tangerine Drive
- Speed bumps

Miguel Majiur:

- Paving on Tangerine Drive

Nelson Mercer:

- Traffic
- Dust
- Water flooding
- Wants Drainage
- Speed bumps

Frank Schmeda:

- Dust
- Speed bump

Ken Johnson:

- Roads are hideous
- Overgrown large hedges

**ADJOURNMENT**

The workshop was adjourned at 6:30 p.m.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

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

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

\_\_\_\_\_  
Vice Mayor Laura Danowski

\_\_\_\_\_  
Councilmember Marge Herzog

\_\_\_\_\_  
Councilmember Maryann Miles

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



## **TOWN OF LOXAHATCHEE GROVES**

### **TOWN COUNCIL REGULAR MEETING**

**AUGUST 3, 2021**

*Meeting audio available in Town Clerk's Office*

#### **CALL TO ORDER**

Mayor Shorr called meeting to order at 7:11 p.m.

#### **PLEDGE OF ALLEGIANCE**

Mayor Shorr led the Pledge of Allegiance.

#### **MOMENT OF SILENCE**

Mayor Shorr led a prayer.

#### **ROLL CALL**

Mayor Robert Shorr, Vice Mayor Laura Danowski, Councilmembers Phillis Maniglia, Marianne Miles and Margaret Herzog, Town Manager James Titcomb, Asst. Town Manager Francine Ramaglia, Town Attorney Elizabeth Lenihan, Esq., Public Works Director Larry Peters, Town Planning Consultant and Town Clerk Lakisha Burch.

#### **EX PARTE COMMUNICATION & DECLARED CONFLICTS**

Town Attorney Lenihan explained ex parte communication and Councilmember Maniglia declared she had a conflict with item 5 second reading of Ordinance No. 2020-03 (1) amend map # FLU 1.10 future land use of the future land use element to add the Okeechobee Rural 5 Overlay; (2) amend Table 1-8 future land uses of the future land use element to increase the intensity of the Commercial Low (CL) land use category and add the Okeechobee rural 5 (or 5) land use overlay; (3) add objective 1.16 and supportive policies to the text of the future land use element to regulate land use and intensity of use along the Okeechobee Boulevard and Southern Boulevard corridors; and (4) revise map #TRN 2.3 existing functional classification and maintenance responsibility of the transportation element and add map #TRN 2.3.1 proposed roadway classification, table 2.1 local road functional classification system, and policy 2.2.5 to the transportation element to clarify the functional classification of town roads and would remove herself from the discussion and vote of this item.

#### **ADDITIONS, DELETIONS AND MODIFICATIONS**

Town Clerk Burch asked that item 4- Presentation by Chair Anita Kane of the Finance Audit and Advisory Committee (FAAC) Report/ Recap of Joint Meeting between FAAC and Town Council be removed from the agenda.

Motion was made Vice Mayor Danowski seconded by Councilmember Miles to approve the agenda with removing item 4 Presentation by Chair Kane of the Finance Audit and Advisory

Committee (FAAC); it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

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

There were public comments made by the following: Sally Cicerone, Ken Johnson, Robert Miller, Virginia Standish and Cassie Suchy.

#### **CONSENT AGENDA**

Councilmember Maniglia asked if item 3 approval of forth addendum to the Law Enforcement Service Agreement (LESA) could be pulled from the Consent Agenda for discussion. Item 3 was pulled for discussion.

1. Approval of Resolution No. 2021-36 appointing **Paul Coleman** as a regular voting member of the Town's Charter Review Committee.
2. Approval of Resolution No. 2021-37 appointing **Jackie Roys Clifton** as a regular voting member of the Unified Land Development Committee (ULDC).

**Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to approve the remaining items Consent Agenda items; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

3. Approval of forth addendum to the Law Enforcement Service Agreement (LESA).  
**PULLED FROM CONSENT AGENDA FOR DISCUSSION**

Town Manager Titcomb presented the item to Town Council.

**Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to discuss item 3 approval of forth addendum to the Law Enforcement Service Agreement (LESA); it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

**Motion was made by Vice Mayor Danowski seconded Councilmember Miles to renew the Law Enforcement Service Agreement (LESA) and see if the Town can renegotiate some of the terms in the original contract; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski and Councilmembers Miles. Nyes: Councilmember Herzog and Maniglia. Motion passed 3-2.**

#### **PRESENTATIONS**

4. Presentation by Chair Anita Kane of the Finance Audit and Advisory Committee (FAAC) Report/ Recap of Joint Meeting between FAAC and Town Council. – **PULLED FROM AGENDA**

#### **PUBLIC HEARING**

5. Approval of **Ordinance No. 2020-03** on second reading (1) amend map # FLU 1.10 future land use of the future land use element to add the Okeechobee Rural 5 Overlay; (2) amend Table 1-8 future land uses of the future land use element to increase the intensity of the Commercial Low (CL) land use category and add the Okeechobee rural 5 (or 5) land use

overlay; (3) add objective 1.16 and supportive policies to the text of the future land use element to regulate land use and intensity of use along the Okeechobee Boulevard and Southern Boulevard corridors; and (4) revise map #TRN 2.3 existing functional classification and maintenance responsibility of the transportation element and add map #TRN 2.3.1 proposed roadway classification, table 2.1 local road functional classification system, and policy 2.2.5 to the transportation element to clarify the functional classification of town roads; providing for codification; providing for conflicts, providing for severability; and providing for an effective date.

Town Attorney Lenihan read heading of Ordinance No. 2020-03 into the record.

James Fleischmann, Town Planning Consultant presented the item to the Town Council regarding (1) amend map # FLU 1.10 future land use of the future land use element to add the Okeechobee Rural 5 Overlay; (2) amend Table 1-8 future land uses of the future land use element to increase the intensity of the Commercial Low (CL) land use category and add the Okeechobee rural 5 (or 5) land use overlay; (3) add objective 1.16 and supportive policies to the text of the future land use element to regulate land use and intensity of use along the Okeechobee Boulevard and Southern Boulevard corridors; and (4) revise map #TRN 2.3 existing functional classification and maintenance responsibility of the transportation element and add map #TRN 2.3.1 proposed roadway classification, table 2.1 local road functional classification system, and policy 2.2.5 to the transportation element to clarify the functional classification of town roads.

There were public comments by the following: Bobbie Amos, Aileen Banky, Nina Corning, Simon Fernandez (received documents by Town Clerk Burch), Deborah Marshall, Darcey Murray (read into record by Town Clerk Burch) Cassie Suchy

Councilmember Maniglia removed herself from participating in discussion and vote of this item due to her having a conflict. Councilmember Maniglia left the dais.

**Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to receive and file documents received by Town Clerk Burch from Simone Fernandez; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmember Herzog, and Miles. Motion passed unanimously. Councilmember Maniglia recused herself from the vote.**

**Motion was made by Vice Mayor Danowski second by Councilmember Miles to continue Ordinance No. 2020-03 (1) amend map # FLU 1.10 future land use of the future land use element to add the Okeechobee Rural 5 Overlay; (2) amend Table 1-8 future land uses of the future land use element to increase the intensity of the Commercial Low (CL) land use category and add the Okeechobee rural 5 (or 5) land use overlay; (3) add objective 1.16 and supportive policies to the text of the future land use element to regulate land use and intensity of use along the Okeechobee Boulevard and Southern Boulevard corridors; and (4) revise map #TRN 2.3 existing functional classification and maintenance responsibility of the transportation element and add map #TRN 2.3.1 proposed roadway classification, table 2.1 local road functional classification system, and policy 2.2.5 to the transportation element to clarify the functional classification of town roads to the Regular Meeting to be held on September 21, 2021; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, and Miles. Motion passed unanimously. Councilmember Maniglia recused herself from the vote.**

6. Approval of **Ordinance No. 2021-05** on second reading amending Article I, in general, and Article III, Collection of Waste; Franchises and Registration of Contractors authorized of Chapter 38, Solid Waste, Loxahatchee Groves Code; providing for severability; providing for conflicts; and providing for an effective date.

Town Attorney Lenihan read Ordinance No. 2021-05 into the record.

Town Attorney Lenihan asked the Town Council to continue the second reading of Ordinance No. 2021-05 stating that staff need additional time. There was discussion among Town Council and the Town Attorney.

**Motion was made by Vice Mayor Danowski seconded by Councilmember Herzog to continue Ordinance No. 2021-05 second reading amending Article I, in general, and Article III, Collection of Waste; Franchises and Registration of Contractors authorized of Chapter 38, Solid Waste, Loxahatchee Groves Code; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia and Miles. Motion passed unanimously.**

7. Approval of **Ordinance No. 2021-06** on second reading amending Article 10 definitions, abbreviations and construction of terms, Section 10-15 definitions of its Unified Land Development Code to revise the definition of height: providing for conflict, severability, codification, and an effective date.

Town Attorney Lenihan read Ordinance No. 2021-06 into the record.

**Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve on second reading Ordinance No. 2021-06 reading amending Article 10 definitions, abbreviations and construction of terms, Section 10-15 definitions of its Unified Land Development Code to revise the definition of height: it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

## **TOWN COUNCILMEMBER COMMENTS**

### **Phillis Maniglia (Seat 1)**

- Turtle Creek Bypass
- Tractor
- Harddrives (selling millings)
- Law of Torcivia, Donlon, Goddeau & Rubin, P.A.
- Being a local realtor

### **Laura Danowski (Seat 2)**

- Thing-A-Digger
- Code Red
- Joint meeting (Town Council and Finance Audit and Advisory Committee (FAAC)) will be held on August 16, 2021
- Backpack Drive- gave Thanks

### **Marianne Miles (Seat 3)**

- Residents concern about notification of flyer that showed up in their mailboxes.

- Hurricane Season
- Tree trimming

#### **Marge Herzog (Seat 5)**

- Thanked residents on contacting Town Council on their concerns and views.

#### **Mayor Robert Shorr (Seat 4)**

- Gas Tax
- Tractor
- Thanked Town Council for the appointment approval.

### **TOWN STAFF COMMENTS**

#### **Town Manager**

#### **Assistant Town Manager**

#### **Town Attorney**

- Roadway Projects and Conflicts of Interest
  - June 15<sup>th</sup> – B Road
  - July 20<sup>th</sup>

**Motion was made by Councilmember Maniglia seconded Vice Mayor Danowski to extend to 11:00 p.m.; it was followed: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmember Herzog, Maniglia, and Miles. Motion passed unanimously.**

Councilmember Maniglia disclosed that she is abstaining from the vote due to having conflicts regarding North B Road and South D Road due to her selling property on those roads.

Councilmember Miles disclosed that she is abstaining from the vote due to having a conflict regarding North B Road due to her residing on that road.

**Motion was made by Vice Mayor Danowski seconded by Councilmember Herzog to resend the vote that was made on June 15<sup>th</sup> regarding North B Road; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski and Councilmember Herzog. Motion passed 3-2. Abstaining due to conflict-of-interest Councilmembers Maniglia and Miles.**

**Motion was made by Councilmember Herzog seconded by Vice Mayor Danowski to resend the vote that was made on July 20<sup>th</sup> regarding South D Road; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog and Miles. Motion passed 4-1. Abstaining due to conflict-of-interest Councilmember Maniglia.**

**Motion was made by Vice Mayor Danowski seconded by Councilmember Herzog to pave South D Road from Southern Blvd. to Okeechobee Blvd. utilizing all of Big Dog remaining funds; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmember Herzog and Miles. Motion passed 4-1. Abstaining due to conflict-of-interest Councilmember Maniglia.**

#### **Public Works Director**

#### **Town Clerk**

- Thanked everyone who donated to the Backpack Drive.

- Thanked the residents of the Town of Loxahatchee Groves for their support in making her ideas of helping the community become a reality.
- Accepting food (non-perishable items) and toys for the upcoming Holiday.

## **ADJOURNMENT**

There being no further business meeting was adjourned at 10:46 p.m.

## **TOWN OF LOXAHATCHEE GROVES, FLORIDA**

ATTEST:

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

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

\_\_\_\_\_  
Vice Mayor Laura Danowski

\_\_\_\_\_  
Councilmember Marge Herzog

\_\_\_\_\_  
Council Member Marianne Miles

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





**TOWN OF LOXAHATCHEE GROVES  
TOWN COUNCIL COMMUNITY OPEN DISCUSSION WORKSHOP  
OCTOBER 4, 2022**

*Meeting audio available in Town Clerk's Office*

**CALL TO ORDER**

Mayor Shorr called the meeting to order at 6:01 p.m.

**COMMENTS FROM THE PUBLIC**

There were public comments made by the following Paul Coleman

Paul Coleman

- Thanked the Mayor for taking his phone call. Also spoke about the lowering of the canals during the hurricane. Need to figure out what our storm plan is now and moving forth. Discuss canals overflowing in residents' yard due to canal levels being too high. Doesn't want to be perceived as negative but would like to have a discussion on how these issues can be resolved. There was discussion among Town Council and Mr. Coleman. Need to broaden our scope and have a plan of where we are going to be in 10 years for our Town.

Virginia Standish- representing the Loxahatchee Groves Land Association

- Stated she has also have received calls. There are some questions that she would like to have answered, she then stated what they were. She continued to express her concerns.

Marsha Andrews- School Board Member District 6

- Thanked the Town Council for the help that has been given. She also gave an update on what is going on pertaining to Hurricane Ian and the School Board. Spoke about the referendum that will be on this upcoming election ballot. She also stated that the School Board is hiring and have many positions available and if someone needed help, she would like to help them be recruited. Thanked Town Council for having her here this evening.

**ADJOURNMENT**

The workshop was adjourned at 6:26 p.m.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

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

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

\_\_\_\_\_  
Vice Mayor Laura Danowski

\_\_\_\_\_  
Council Member Marge Herzog

\_\_\_\_\_  
Council Member Maryann Miles

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



## **TOWN OF LOXAHATCHEE GROVES**

### **TOWN COUNCIL REGULAR MEETING**

### **OCTOBER 4, 2022**

*Meeting audio available in Town Clerk's Office*

#### **CALL TO ORDER**

Mayor Shorr called the meeting to order at 6:30 p.m.

#### **PLEDGE OF ALLEGIANCE**

Mayor Shorr led the Pledge of Allegiance.

#### **MOMENT OF SILENCE**

Mayor Shorr led a prayer.

#### **ROLL CALL**

Mayor Robert Shorr, Vice Mayor Laura Danowski, Councilmembers Phillis Maniglia, Marianne Miles, and Margaret Herzog, Town Manager Francine L. Ramaglia, Town Attorney Elizabeth Lenihan, Esq., Public Works Director Larry A. Peters, Town Planning Consultant James Fleishmann, and Town Clerk Lakisha Burch.

#### **ADDITIONS, DELETIONS AND MODIFICATIONS**

Town Manager Ramaglia asked that item # 6 be pulled from the agenda.

**Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to approve the agenda as it with the removing of item # 6; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

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

##### **CONSENT AGENDA**

1. Approval of Meeting Minutes. **PULLED FROM CONSENT AGENDA**
  - a. July 5, 2022, Town Council Regular Meeting Minutes.

Mayor Shorr stated that on page 16 the motion stated that he made the motion and Vice Mayor Danowski seconded the motion, which was incorrect. It should be noted that Councilmember Maniglia made the motion, and it was seconded by Councilmember Herzog. He also stated that on page 17 the motion stated that the motion was seconded by Vice Mayor Shorr which should be Vice Mayor Danowski. Town Clerk Burch responded that the correction would be made.

**Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to approve the July 5, 2022, meeting minutes with the notated corrections being made; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, and Miles. Nay: Councilmember Maniglia. Motion passed 4-1.**

2. Consideration of *Resolution No. 2022-61* regarding agreement with Core and Main.

3. Consideration of **Resolution No. 2022-70** regarding agreement with Palm Beach Aggregates.
4. Consideration of **Resolution No. 2022-71** regarding agreement with Caballero Fierman Llerena Garcia, LLP Audit Services.

**Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to approve Consent Agenda items # 2,3, and 4; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

### **PRESENTATION AND DISCUSSION**

5. Discussion of temporary Overtime Work for Loxahatchee Storage (14711 Southern Blvd.). Carlos Izquierdo, Project Manager from Brickell Group on behalf of Loxahatchee Storage presented the item to Town Council.

There was public comment made by Paul Coleman.

**Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia authorize the temporary work hours for Loxahatchee Storage (14711 Southern Blvd.) with the caveat of entering and exiting off of Southern Blvd and if the sidewalk is damage, they will fix it; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

6. Presentation and discussion of designation of Rural Community. (Chandler Williamson)  
**PULLED FROM AGENDA**

7. Consideration of Palm Beach County 5 Year Roadway Program Update.

**Town Manager Ramaglia presented the item and Town Council discussed.**

### **PUBLIC HEARING**

8. Consideration of **Ordinance No. 2022-01** adopting the annual update to the Capital Improvements Element of the Comprehensive Plan consistent with Chapter 163, Florida Statutes.

Town Manager Ramaglia presented the item. There was discussion among Town Council with Vice Mayor Danowski stating that a roller should be rented and not purchased.

Town Attorney Lenihan read the Ordinance into the record.

**Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve on First Reading Ordinance No. 2022-01 adopting the annual update to the Capital Improvements Element of the Comprehensive Plan with Chapter 163, Florida Statutes, removing the purchasing of the roller; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion was passed unanimously.**

9. Consideration of **Ordinance No. 2022-02** referendum to amend paragraph (12) of section 5 “Legislative” of the Charter to provide for signature authority by the mayor.

Town Attorney Lenihan presented the item and read the Ordinance into the record.

There was public comment by Cassie Suchy.

**Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to approve on First Reading of Ordinance No. 2022-02 referendum to amend paragraph (12) of section 5 “Legislative” of the Charter to provide for signature authority by the mayor; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, and Miles. Nay: Councilmember Maniglia. Motion passed 4-1.**

10. Consideration of *Ordinance No. 2022-03* referendum to amend paragraph (6) “Budget and Appropriations” of the Charter to provide for a change in the repayment term for certain types of borrowing from a repayment term of thirty-six (36) months to a repayment term that is consistent with the life cycle of the project or asset.

Town Manager Ramaglia presented the item. Town Attorney Lenihan read the Ordinance into the record.

There were public comments by Paul Coleman and Cassie Suchy.

**Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to not approve Ordinance No. 2022-03 referendum to amend paragraph (6) “Budget and Appropriations” of the Charter to provide for a change in the repayment of term for certain types of thirty-six (36) months must be specifically put before the electors of the Town for referendum vote; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

## REGULAR AGENDA

11. Consideration of Resolution No. 2022-73 regarding Employment Agreement for Town Manager.

Town Attorney Donlon presented the item of consideration of Resolution No. 2022-73 regarding Employment Agreement for Town Manager. There was discussion among Town Council and Staff.

There was public comment by Paul Coleman.

**Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2022-73 approving the Employment Agreement for Town Manager with Ms. Ramaglia and make corrections typos in the contract; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

## TOWN STAFF COMMENTS

### Palm Beach Sheriff Department

Lt. Robert Tamarzo, from Palm Beach Sheriff’s department gave an update.

### Town Manager

Thanked everyone.

### **Town Attorney**

No comment.

### **Public Works Director**

Congratulated Town Manager Ramaglia and Town Manager Ramaglia stated that Mr. Peters, Mr. Matos, and herself will be meeting to discuss and assess Hurricane Ian.

### **Town Clerk**

No comment.

## **TOWN COUNCILMEMBER COMMENTS**

### **Margaret Herzog (Seat 5)**

- Asked for a reconsideration for the Cassie Suchy for the Finance Audit and Advisory Committee.

**Motion was made by Councilmember Herzog seconded by Vice Mayor Danowski to reconsider Cassie Suchy for the Finance Audit and Advisory Committee (FAAC); it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

- Congratulated Town Manager Ramaglia.
- Spoke about the American Legion is taking up supplies.

### **Phillis Maniglia (Seat 1)**

- Grading schedule- would like an updated version
- Thanked her fellow Councilmembers for giving Town Manager Ramaglia and opportunity and thanked her for her for all her work.

### **Marianne Miles (Seat 3)**

- Congratulated Town Manager Ramaglia.
- Heart felt thoughts for the people who are on the west coast of Florida who has been affected by Hurricane Ian.
- Call Town Hall or Councilmembers if you have any questions or issues.
- Thanked all who have done great by getting their debris off the roads during the Hurricane.

### **Vice Mayor Laura Danowski (Seat 2)**

- Welcomed Town Manager Ramaglia
- CodeRed
- Spoke about road widening done by grading-not part of rural character – tired of throwing money on legal fees

### **Mayor Robert Shorr (Seat 4)**

- Culverts issues- private culvert restricting Town's flow- what can the Town do
- Debris pickup
- Congratulated Town Manager Ramaglia

## **ADJOURNMENT**

There being no further business the meeting was adjourned at 8:16 p.m.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

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Lakisha Burch, Town Clerk

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Mayor Robert Shorr

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Vice Mayor Laura Danowski

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Councilmember Marge Herzog

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Council Member Marianne Miles

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Council Member Phillis Maniglia

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**TOWN OF LOXAHATCHEE GROVES  
TOWN COUNCIL COMMUNITY OPEN DISCUSSION WORKSHOP  
OCTOBER 18, 2022**

*Meeting audio available in Town Clerk's Office*

**CALL TO ORDER**

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

**COMMENTS FROM TOWN COUNCIL**

Councilmember Maniglia

- Spoke about the letter that went out regarding collection of easements- doesn't feel that the letter was getting to the meat and potato of what they were asking. Councilmember Miles stated that she thought that this was supposed to be targeted to the roads that were going to be on the plan that was going to be paved. Surprise that she got a blanket letter, and she is on a road that is not being paved. There was discussion among the Town Council and Town Staff. Councilmember Maniglia also stated that the information that was received from Mr. Brown stated that all review and editing was done by Town staff. Town Manager Ramaglia responded to Councilmember Maniglia. Councilmember Maniglia also stated that she was very concerned about their website. Mr. Peters, Public Works Director also commented on this topic.

**COMMENTS FROM THE PUBLIC**

There were public comments made by the following Virginia Standish.

Virginia Standish- speaking on behalf of the Loxahatchee Groves Landowners Association

- Ms. Standish also wanted to speak about the letter that went out and stated that it stated some dates in November and December and she has never heard staff speak about those dates and a lot of errors that have been discussed. She continued to express her concerns. She also spoke about roadway designs. She also urges the Town to take caution. She also spoke about water quality.

Vice Mayor Danowski asked were there quotes. Town Manager Ramaglia responded Vice Mayor Danowski's question. Councilmember Maniglia asked Mr. Peters did he ever get a proposal from Brien Aquatics. Mr. Peters responded to Councilmember Maniglia's question. Councilmember Maniglia asked Town Council did they mind if Mr. Peters were to get another quote from Mr. Brien.

**There was consensus from Town Council to ask for another quote from Brien Aquatics without using our equipment.**

Mayor Shorr stated that there is only one USDA Organic farmer is a mushroom farm. He then went to explain. Ms. Standish responded by stating that she was speaking of nurseries.

**ADJOURNMENT**

The workshop was adjourned at 6:25 p.m.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

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

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

\_\_\_\_\_  
Vice Mayor Laura Danowski

\_\_\_\_\_  
Council Member Marge Herzog

\_\_\_\_\_  
Council Member Maryann Miles

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



**TOWN OF LOXAHATCHEE GROVES  
TOWN COUNCIL WORKSHOP/SPECIAL MEETING  
OCTOBER 18, 2022**

*Meeting audio available in Town Clerk's Office*

**CALL TO ORDER**

Mayor Shorr called the meeting to order at 6:32 p.m.

**PLEDGE OF ALLEGIANCE**

Mayor Shorr led the Pledge of Allegiance.

**MOMENT OF SILENCE**

Mayor Shorr led a prayer.

**ROLL CALL**

Mayor Robert Shorr, Vice Mayor Laura Danowski, Councilmembers Phillis Maniglia, Marianne Miles, and Margaret Herzog, Town Manager Francine L. Ramaglia, Town Attorney Elizabeth Lenihan, Esq., Public Works Director Larry Peters, Assistant Public Works Director Mario Matos, Town Planning Consultant James Fleishmann, and Town Clerk Lakisha Burch.

**ADDITIONS, DELETIONS AND MODIFICATIONS**

**Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to approve the agenda as is it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

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

There was public comment made by Sara Baxter.

**PRESENTATION AND DISCUSSION**

1. Discussion of extending hours for Piquet Entertainment and Racetrack owned by Lantana Holdings, LLC, currently known as "Paintball" is having a Halloween Party and would like to extend hours 1:00 a.m.

**Motion was made by Vice Mayor Danowski seconded by Councilmember Herzog to receive and file Halloween Bash-Special Event Site Layout; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

Joni Brinkman from Urban Design Studio and Juliana Chase from Piquet Entertainment and Racetrack presented the item.

There was public comment from Cassie Suchy.

**Motion was made by Mayor Shorr seconded by Councilmember Miles to extend hours of operating to 1:00 a.m. and clean up until 2:00 a.m. contingent upon meeting items 1-7 stated conditions plus utilizing Coastal dumpster as the final trash removal per our franchise agreement, having the bond and insurance, having the Fire Rescue involved to determine Occupancy and properly labeled exit paths, notify all people west of Seminole Pratt Road and Building Official will do a safety inspection of temporary facility of the event; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, and Miles. Nay: Councilmember Maniglia. Motion passed 4-1.**

## CONSENT AGENDA

2. Approval of Meeting Minutes. **PULLED FROM CONSENT AGENDA**
  - a. 08 30 22 Initial Selection Audit Committee Meeting
  - b. 09 27 22 Special Final Budget Hearing
  - c. 10 03 22 Attorney Client Closed Session Meeting Minutes

Councilmember Maniglia stated that she doesn't want them in on the Consent Agenda, just put them on the regular agenda, so that she could vote nay.

Town Attorney Lenihan stated that we could go back to Action meeting in which the State requires.

Mayor Shorr stated a correction on page 15 that it looks like funds were missing, Town Manager Ramaglia stated it should be funds. Town Manager Ramaglia asked for clarification from Town Council regarding just doing Action Minutes.

**There was a consensus from Town Council to go back to just Action Minutes of the motions.**

**Motion was made by Councilmember Maniglia seconded by Councilmember Miles to approve item 2a, b, and c. meeting minutes; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, and Miles. Nay: Councilmember Maniglia. Motion passed 4-1.**

3. Consideration of *Resolution No. 2022-74* appointment of Cassie Suchy to the Finance Audit and Advisory Committee (FAAC). **PULLED FROM CONSENT AGENDA**

There was public comment by Virginia Standish.

**Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2022-74 to appoint Cassie Suchy to the Finance Audit and Advisory Committee (FAAC); it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

## PUBLIC HEARING

4. Consideration of ***Resolution No. 2022-69*** approving the Culvers Sign Variance, for land owned by Solar Sport Systems, Inc. consisting of 1.397 acres more or less, located on the north side of the north side of Southern Blvd. east of “B” Road, Loxahatchee Groves. **(Quasi-Judicial)**

Town Attorney Lenihan gave a brief introduction of what is Quasi-Judicial and how to proceed in the Quasi-Judicial process.

Case Bethel, franchise owner of Culvers addressed Town Council.

There was public comment by Cassie Suchy.

**Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to approve Resolution No. 2022-69 as recommended by the Planning Zoning Board and staff approving the Culvers’ sign variance, for land owned by Solar Sportsystems, Inc. consisting of 1.397 acres more or less, located on the north side of Southern Blvd. east of “B” Road Loxahatchee Groves, FL, legally described in Exhibit “A” to this resolution; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

5. Consideration of ***Ordinance No. 2022-01*** adopting on second reading the annual update to the Capital Improvements Element of the Comprehensive Plan consistent with Chapter 163, Florida Statutes.

Town Attorney Lenihan read the Ordinance into the record.

**Motion was made by Councilmember Maniglia seconded by Vice Mayor Danowski to approve on second reading Ordinance No. 2022-01 adopting the Annual update to the Capital Improvements Element of the Comprehensive Plan consistent with Chapter 163, Florida Statutes; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

6. Consideration of ***Ordinance No. 2202-02*** adopting on second reading calling for a referendum of the qualified electors of the Town of Loxahatchee Groves to be held on March 14, 2023, as to whether the Town of Loxahatchee Groves Charter shall be amended in the following respect: amend paragraph (12) of Section 5 “Legislative of the Charter to provide for signature authority by the Mayor.

Town Attorney Lenihan read the Ordinance into the record.

There were public comments from Cassie Suchy and via email by Frances Holden and Deborah Marshall.

**Motion was made by Mayor Shorr seconded by Councilmember Miles to approve on second reading Ordinance No. 2022-02 calling for a referendum of the Qualified Electors of the Town of Loxahatchee Groves to be held on March 14, 2023, as to whether the Town of**

**Loxahatchee Groves Charter shall be amended in the following respect: amend paragraph (12) of Section 5 “Legislative” of the Charter providing for Notice and Advertising of the referendum; it was voted as follows: Ayes: Mayor Shorr and Councilmember Miles. Nays: Vice Mayor Danowski, Councilmembers Herzog and Maniglia. Motion failed 2-3.**

## **WORKSHOP AGENDA**

7. Discussion on scope and timing of State required Evaluation and Appraisal Report of Comprehensive Plan.

Town Planning Consultant Fleishmann presented the item to Town Council. There was discussion among Town Council and Town Staff.

**There was consensus by Town Council to have an additional hour to the Agenda Review Workshop Meeting to discuss the Capital Improvement Plan (CIP).**

8. Discussion on sign code.

**There was consensus by Town Council to have Town Attorney to review the sign code and give Town Council final version to discuss and delete everything that is not up to Code by State regulations.**

9. Discussion on the Veteran’s Day Ceremony.

Town Manager Ramaglia presented the item stating that staff will be bringing forth a resolution outlining upcoming Town events for Town Council approval. There was discussion among Town Council and Town Staff discussing upcoming Veteran’s Day Celebration.

**There was consensus by Town Council that there would be a parade and celebration of Veteran’s Day on Saturday, November 5, 2022. That the following will be done:**

**Mayor Shorr will be responsible for getting badges (50), flyers out to residents and contact Loxahatchee Groves Irrigation who will be donating water. Vice Mayor Danowski will be responsible for chairs (50). Councilmember Maniglia will contact twirlers, gulf carts, and goody bags. Palm Beach County Rescue will be responsible for having the flag and truck, and color guard. Town Hall will be responsible for refreshments, permission from the owner of building across the street and contact Tom Blake.**

## **TOWN STAFF COMMENTS**

### **Town Manager**

- Thanked everyone for a great meeting

### **Town Attorney**

- No comments

### **Public Works Director**

- No comments

### **Assistant Public Works Director**

- No comments

**Town Clerk**

- No comments

**TOWN COUNCILMEMBER COMMENTS****Phillis Maniglia (Seat 1)**

- Sherriff – wish they would have been represented also want them to be more visible in the Town
- Referendum question- is it too late to have one placed on the ballot
- Committee members need to be in compliant when setting on boards- have applications for applicants for boards- like to see the United Land Development Committee (ULDC) and Roadway, Equestrian Trails Greenway Advisory Committee (RETGAC) to come back
- RFP or RFQ time for planning, engineering, garbage, and code enforcement

**Marianne Miles (Seat 3)**

- Spoke about clear cutting
- 3 way-stop sign- northern entrance to Publix

**There was consensus by Town Council for staff to look into the above-mentioned topic.**

- Update on FPL hurricane outage

**Margaret Herzog (Seat 5)**

- Spraying
- Coastal contract
- Tree clearing

**Vice Mayor Laura Danowski (Seat 2)**

- Vegetation collection in demand
- Employee manual- has it been completed
- Health insurance
- Pipes

**Mayor Robert Shorr (Seat 4)**

- FDA-Floodplain
- Read for the Record- Thursday, October 27, 2022
- Coffee with the Mayor- November 19, 2022

**ADJOURNMENT**

There being no further business the meeting was at 10:03 p.m.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

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Mayor Robert Shorr

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Lakisha Burch, Town Clerk

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Vice Mayor Laura Danowski

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Councilmember Marge Herzog

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Council Member Marianne Miles

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Council Member Phillis Maniglia



**Agenda Item # 4**

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

**FROM:** Lakisha Burch, Town Clerk

**VIA:** Francine Ramaglia, Town Manager

**DATE:** November 1, 2022

**SUBJECT:** Approval of *Resolution No. 2022-72* regarding agreement with the Palm Beach County Supervisor of Elections for 2023 Municipal Election Vote Processing Equipment use and Elections Services.

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**Background:**

The Town of Loxahatchee Groves shall conduct its annual Municipal General and Referendum Election on Tuesday, March 14, 2023, pursuant to the Town Charter, the Florida Constitution and Chapter 97 – Chapter 106, Florida Statutes. One polling place is provided for the Town, Precinct 4401, and shall be open between the hours of 7:00 a.m. - 7:00 p.m. on Election Day, March 14, 2023; and registered voters shall have the opportunity to cast their vote for candidates who have filed and qualified for the Office Town Council Member Seat 5 and one (1) Referendum questions, pursuant to the Town Charter of the Town of Loxahatchee Groves, Palm Beach County, Florida. Authorizing the Supervisor of Elections to conduct the Town Election and approve the agreement between the Town and the Palm Beach County Supervisor of Election for Election services.

**Recommendations:**

Town Council approves *Resolution No. 2022-72* agreement with the Palm Beach County Supervisor of Elections for 2023 Municipal Election Vote Processing Equipment use and Elections Services.

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**RESOLUTION NO. 2022-72**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS FOR 2023 MUNICIPAL ELECTION VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 101.34, Florida Statutes, the Palm Beach County Supervisor of Elections (Supervisor) is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is charged with the responsibility for custody and maintenance of said equipment; and

**WHEREAS**, the Town of Loxahatchee Groves (Town) is to conduct an election that requires use of vote processing equipment; and

**WHEREAS**, the Supervisor can provide the equipment and personnel to program, operate and maintain the equipment necessary for the Town to successfully conduct the required election; and

**WHEREAS**, the Supervisor and the Town desire to enter into an Agreement for the use of vote processing equipment and elections services for the 2023 municipal election; and

**WHEREAS**, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into the Agreement with the Palm Beach County Supervisor of Elections.

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

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

**Section 2.** The Town Council of the Town of Loxahatchee Groves hereby approves the Agreement with the Palm Beach County Supervisor of Elections, attached hereto as Exhibit "A". The mayor is authorized to execute any and all documents to implement the Agreement, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

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

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE  
GROVES, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

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

APPROVED AS TO LEGAL FORM:

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

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

\_\_\_\_\_  
Vice Mayor Laura Danowski

\_\_\_\_\_  
Council Member Marge Herzog

\_\_\_\_\_  
Council Member Marianne Miles

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

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**2023 MUNICIPAL ELECTION  
VOTE PROCESSING EQUIPMENT USE  
AND ELECTIONS SERVICES AGREEMENT**

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the “Agreement”) is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as “SOE”) and \_\_\_\_\_, **Florida** (hereinafter referred to as “MUNICIPALITY”).

**WITNESSETH:**

**WHEREAS**, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

**WHEREAS**, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

**WHEREAS**, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

**WHEREAS**, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

**WHEREAS**, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

**WHEREAS**, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of the Town Charter or municipal ordinances which may not be addressed or included in this Agreement.

**NOW THEREFORE**, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

**ARTICLE 1 – RECITALS**

The above recitals are true and correct and incorporated herein.

**ARTICLE 2 – AGREEMENT**

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Municipal Election to be held on March 14, 2023, and a Run-Off Election, if necessary, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

### **ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES**

**3.1 Municipal Services.** For each election, MUNICIPALITY shall pay SOE for election operations.

**3.2 Vote-By-Mail Ballots.** MUNICIPALITY shall pay SOE for vote-by-mail operations and materials.

**3.3 Repairs.** For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any tabulators, check-in devices, and other voting equipment, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

### **ARTICLE 4 – OTHER ELECTION CHARGES**

**4.1 Precinct Services.** For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training.

**4.2 Other.** For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

### **ARTICLE 5 – TERM**

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

### **ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA'S ELECTION CODE**

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

### **ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS**

**7.1 Uniform Municipal Election.** MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances, unless MUNICIPALITY has already coordinated publication with SOE. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices.



SOE shall, if available, provide samples of required advertising upon request. SOE may also coordinate with MUNICIPALITY to translate and publish notices on behalf of MUNICIPALITY. MUNICIPALITY is responsible for the cost of translation and publication of required notices.

7.2 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

## **ARTICLE 8 – QUALIFYING OF CANDIDATES**

MUNICIPALITY is the qualifying officer for all municipal candidates and is therefore responsible for all associated duties including collecting petitions, collecting filing fees, and posting notices or advertisements required by municipal charters/ordinances not already required by statute.

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents (\$.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received.

SOE is responsible for verifying petition signatures once MUNICIPALITY has delivered them off to SOE's Main Office, certifying the total number of valid signatures, and returning the petitions to the clerk, who will determine whether the total number of valid signatures is sufficient for the candidate to qualify, and posting legal notices required by Florida Law.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

## **ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES**

### **9.1 Uniform Municipal Election.**

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, and at least ninety-five (95) days before Election Day, all ballot information in English, including the name of the candidates as they are to appear on the ballot, the name of MUNICIPALITY, the name of the election, the title of office or referendum title, explanation, and questions.

SOE reserves the right to not administer a municipal election if MUNICIPALITY does not provide all ballot information by the 95-day deadline

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s) prior to finalizing.

MUNICIPALITY shall confirm the number of ballots needed. SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE.

SOE will provide all necessary translations of ballots, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine. MUNICIPALITY shall be responsible for all translation costs.

The SOE will be responsible for layout out and ordering test ballots. Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store, and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

The SOE will be responsible for delivery of Early Voting and Election Day ballots to polling locations, as well as Mailing Vote-By-Mail ballots to voters with valid requests on file.

#### 9.2 Run-Off Election.

In the event of a run-off election, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY must approve ballot content and layout prior to printing.

MUNICIPALITY will be responsible for reimbursing SOE for any costs incurred.

### **ARTICLE 10 – POLL WORKERS**

10.1 Selection and Training of Poll Workers. SOE will hire and train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election. MUNICIPALITY shall pay poll workers directly for their services.

10.3 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall pay poll workers directly for their services.

10.4 Uniform Municipal Election in Conjunction with County-Wide Election. SOE shall pay poll workers directly for their services. (Most likely to occur every four years during a March Presidential Preference Primary but may apply in similar instances in which a county-wide election occurs, upon which municipalities choose to “piggyback.”)

## **ARTICLE 11 – SELECTION OF POLLING PLACES**

MUNICIPALITY is ultimately responsible for securing its own ADA-compliant polling location(s) for stand-alone municipal elections. If MUNICIPALITY is having an election in conjunction with a county or state-wide election, SOE will secure all polling locations.

Upon request, SOE will provide MUNICIPALITY with the list of the polling locations that are currently assigned to MUNICIPALITY’S precincts.

MUNICIPALITIES are encouraged to use the same polling locations for stand-alone municipal elections as the SOE does for county-wide elections, to avoid voter confusion and unnecessary expense. If a different location is used, SOE must be informed at least sixty (60) days in advance of Election Day and a Department of Justice survey must be performed.

MUNICIPALITY will be responsible for all costs incurred with Polling Place changes, including the mailing of Polling Place change notices to voters.

MUNICIPALITY is responsible for coordinating Monday (the day before Election Day) set-up and 5:30 a.m. access on Election Day.

## **ARTICLE 12 - POLL WATCHERS**

12.1 Standalone, Uniform, or Runoff Municipal Election. MUNICIPALITY is responsible for collecting the Designation of Poll Watchers form and submitting it to SOE for processing. SOE will make the required identification badges and provide them to MUNICIPALITY.

MUNICIPALITY will be responsible for all costs associated with the preparation of the badges.

MUNICIPALITY will create a master poll watcher list to be supplied to their poll workers on Election Day.

12.2 Uniform Municipal Election in Conjunction with County-Wide Election. MUNICIPALITY is responsible for collecting the Designation of Poll Watchers form and submitting it to SOE, for those poll watchers specific to a municipal race or question. SOE will be responsible for collecting Designation forms for county-wide or multi-municipality races or initiatives.

SOE will create a master poll watcher list to be supplied to their poll workers on Election Day.

MUNICIPALITY may be responsible for costs associated with the preparation of municipal race or initiative petition poll watcher badges.

## **ARTICLE 13 – SAMPLE BALLOTS**

### **13.1 Uniform Municipal Election.**

MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s), polling locations, polling places and all other information contained therein. At MUNICIPALITY’S option and expense, SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election.

### 13.2 Run-Off Election.

In the event of a run-off election, SOE ***shall not*** create or mail sample ballots.

## **ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES**

### 14.1 Uniform Municipal Election.

SOE will be responsible for delivery and pick up of any vote processing equipment. Election equipment will be delivered by SOE, or a third-party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third-party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment.

MUNICIPALITY shall coordinate with Voting Equipment Center manager (Hector Lugo) and Polling Location(s) regarding delivery and security of voting equipment.

### 14.2 Run-Off Election.

SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup.

**14.3 MUNICIPALITY is not permitted to deliver any election equipment.**

## **ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT**

All voting equipment shall be stored, maintained, and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

## **ARTICLE 16 – CANVASSING OF ELECTION RESULTS**

16.1 Canvassing Board Duties. At least one member of the Canvassing Board must be present at the Logic and Accuracy Testing, though all three must certify the accuracy of the testing.

A member of the Canvassing Board must be present at all times ballots are being processed; that is, when ballots are being opened, duplicated, and tabulated. A majority of the Canvassing Board must be present during any Canvassing procedure which requires a vote.

The Canvassing Board must be present at the Voting Equipment Center until all ballots have been collected and canvassed on Election Night.

A majority of the Canvassing Board must certify the results of the election, though three signatures is preferable. The Supervisor and SOE staff will ascertain the results and provide them to the Canvassing Board for certification.

At least three members must be present for a recount if one is necessary.

A majority of the Canvassing Board must be present at all times during the post- election Audit. The SOE staff will complete the Audit process.

16.2 County Canvassing Board. If MUNICIPALITY is using the County Canvassing Board (as defined by Section 101.141, Florida Statutes), SOE shall schedule and coordinate the date(s) on which the Canvassing Board is to assemble to canvass the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings.

MUNICIPALITY **must** utilize the County Canvassing Board in the event of a county-wide election or an election which encompasses more than one municipality (i.e., Congressional elections, etc.).

16.3 Municipal Canvassing Board. If MUNICIPALITY is using its own, separate Canvassing Board, MUNICIPALITY shall coordinate with SOE and schedule the date(s) on which MUNICIPALITY'S Canvassing Board is to assemble to canvass the results of the election. Supervisor of Elections will not be a member of the MUNICIPALITY'S Canvassing Board. The Supervisor of Elections may be a substitute member. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct.

#### **ARTICLE 17 – AUDITS**

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting an audit, if necessary.

#### **ARTICLE 18 – POST-ELECTION RECORDS RETENTION**

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules. The MUNICIPALITY is responsible for maintaining candidate qualifying documents and certified results in accordance with Florida Law.

#### **ARTICLE 19 – VOTER HISTORY**

MUNICIPALITY and SOE will make mutually acceptable arrangements for recording and maintaining voter history. MUNICIPALITY is responsible for determining whether voters are eligible electors, pursuant to municipal charters and ordinances.

#### **ARTICLE 20 – OTHER NECESSARY COSTS**

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of a municipal election, that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

A. Recounts. Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,

B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any election-related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

#### **ARTICLE 21 – HOLD HARMLESS COVENANT**

To the extent permitted by law, MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents and employees against any and all claims, damages, injuries, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs and expenses, including but not limited to, administrative challenges, civil suits or other legal challenges or appeals that may arise from the contest of election results or the validation of any candidate qualifications, arising out of or resulting from the negligence of the MUNICIPALITY, or its employees acting within the course and scope of their employment in the performance of this Agreement.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the waiver or limits set forth at Sec. 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. Furthermore, nothing herein shall be construed as consent by MUNICIPALITY or the SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

These provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful, or intentional acts or omissions.

#### **ARTICLE 22 – ENTIRETY AND AMENDMENTS**

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

#### **ARTICLE 23 – EFFECTIVE DATE**

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

**IN WITNESS WHEREOF**, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

SUPERVISOR OF ELECTIONS:

MUNICIPALITY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Wendy Sartory Link  
Name (Printed or Typed)

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Palm Beach County Supervisor of Elections  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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155 F Road Loxahatchee Groves, FL 33470

**Agenda Item # 5**

**TO:** Town Council

**FROM:** Mario M. Matos, Assistant Public Works Director

**VIA:** Francine Ramaglia, Town Manager

**DATE:** November 1, 2022

**SUBJECT:** Consideration of *Resolution No. 2022-75* Regarding Agreement with Johnson-Davis Inc.

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**Background:**

The Town has used Johnson-Davis Inc. for several projects and most recently for an emergency culvert replacement at D Road and Gruber. There is a Piggyback contract available through the City of Boynton Beach, that will allow the Town to continue to utilize Johnson-Davis Inc. for work within the Town at competitively bid pricing. The scope of work and quotes for three projects to be completed under this Agreement for replacement of culvert bridges located at A Road and 161<sup>st</sup>, D Road and 11<sup>th</sup> Terrace, and E Road and Collecting Canal are also provided for approval.

**Recommendation:**

Move to adopt *Resolution No. 2022-75* approving the Agreement with Johnson-Davis Inc. and approving the scope of work and quote for each of the 3 culvert replacement projects presented.

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**RESOLUTION NO. 2022-75**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND JOHNSON-DAVIS, INC., FOR REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION AND STORM WATER UTILITY SYSTEMS BASED ON THE CITY OF BOYNTON BEACH BID NO. 019-2821-19/IT; APPROVING THE SCOPE AND PRICING FOR REPLACEMENT OF 3 CULVERT BRIDGES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The Town desires to enter into an agreement for storm water utility system repairs and emergency services; and

**WHEREAS,** Section 2-134(b)(5) of the Town's Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and

**WHEREAS,** the City of Boynton Beach conducted a procurement of services and awarded BID No. 019-2821-19/IT: Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems to Johnson-Davis, Inc.; and

**WHEREAS,** the City of Boynton Beach has given the Town authority to piggyback under its awarded BID No. 019-2821-19/IT: Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems with Johnson-Davis, Inc.; and

**WHEREAS**, the Town Council desires to enter into an agreement with Johnson-Davis, Inc. utilizing the local government contract between Johnson-Davis, Inc. and the City of Boynton Beach (BID No. 019-2821-19/IT) for storm water utility system repairs and emergency services; and

**WHEREAS**, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into said Agreement; and

**WHEREAS**, the Town Council desires to utilize the Agreement for replacement of culvert bridges located at A Road and 161<sup>st</sup>; D Road and 11<sup>th</sup> Terrace, and E Road and Collecting Canal pursuant to the Scope of Work and Quote provided for each project.

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

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

**Section 2.** The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to utilize the local government contract between Johnson-Davis, Inc. and City of Boynton Beach (BID No. 019-2821-19/IT) for storm water utility system repairs and emergency services and approves the Agreement attached hereto as Exhibit "A" for such purposes.

**Section 3.** The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to utilize the Agreement provided for the replacement of culvert bridges located at A Road and 161<sup>st</sup>; D Road and 11<sup>th</sup> Terrace, and E Road and Collecting Canal and approves the Scope of Work and Quote for each project attached hereto as composite Exhibit "B".

**Section 4.** The Mayor is authorized to execute any and all documents to implement the use of BID No. 019-2821-19/IT by the Town, including letter agreements and addenda, in forms

acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution. In addition, the Town may use BID No. 019-2821-19/IT so long as it remains in effect, including renewals or extensions of the contract by the other government agency.

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

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE  
GROVES, FLORIDA, THIS \_\_ DAY OF \_\_\_\_\_ 2022.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

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

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

\_\_\_\_\_  
Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

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Office of the Town Attorney

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Councilmember Phillis Maniglia

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Councilmember Margaret Herzog

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Councilmember Marianne Miles

## **AGREEMENT**

This Agreement for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems (“Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **Town of Loxahatchee Groves**, 155 F Road, Loxahatchee Groves, Florida 33470, a municipal corporation organized and existing under the laws of the State of Florida, (“TOWN”), and **Johnson-Davis, Inc.**, a corporation authorized to do business in the State of Florida, (“CONTRACTOR”).

## **RECITALS**

WHEREAS, the TOWN is in need of a contractor to perform storm water utility system repairs and emergency services (“SERVICES”) for the TOWN; and

WHEREAS, the City of Boynton Beach, through its competitive selection process, awarded BID No. 019-2821-19/IT: Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems (“CONTRACT”) to the CONTRACTOR for substantially the same services sought by the TOWN; and

WHEREAS, the TOWN requested, and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing and terms and conditions of the CONTRACT; and

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein, as more fully set forth in this 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. CONTRACT. The CONTRACT with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the CONTRACT and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform as requested by the TOWN.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:
  - A. All written modifications and amendments hereto;
  - B. This Agreement;

C. CONTRACT (including the Bid, Contractors Proposal, Bid Tabulation, Award, and any Amendments, Renewals, and Extensions).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. The CONTRACT.

5. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under the CONTRACT. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.**

6. Miscellaneous Provisions.

- 6.1 The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.
- 6.3 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 6.4 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any



such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

- 6.5 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.6 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.
- 6.7 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.
- 6.8 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.9 Effective date, term and renewal: The effective date of this Agreement is the date the Agreement is approved by the TOWN Council. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on **May 7, 2023**. This Agreement may be renewed subject to approval by the TOWN Council and in accordance with the CONTRACT renewal.
- 6.10 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.
- (d) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

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

- 6.11 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.12 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.13 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 6.14 The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN'S Tax Exemption Number in securing such materials.
- 6.15 As provided in F.S. 287.135, by entering into any agreement with the TOWN, or performing any work in furtherance hereof, the CONTRACTOR certifies that

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

- 6.16 CONTRACTOR certifies the price and/or rate for the goods and/or services to be provided to the TOWN under this Agreement represents the lowest price and/or rate for goods and/or services the CONTRACTOR has provided under any and all other contracts currently in force between the CONTRACTOR and any other governmental entity within the State of Florida.

7. Indemnity.

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

in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

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

## 8. Insurance.

- 8.1 CONTRACTOR shall procure and maintain and shall cause any subcontractor of CONTRACTOR to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to TOWN. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- 8.2 Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates.
- 8.3 Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The

policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include TOWN and TOWN's officers, employees, and consultants as additional insureds.

- 8.4 Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
  - 8.5 Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
  - 8.6 TOWN shall be named as an additional insured on CONTRACTOR's insurance coverage.
  - 8.7 Prior to commencement of Services, CONTRACTOR shall submit certificates of insurance acceptable to TOWN.
  - 8.8 Except for Professional Liability and Workers' Compensation, all policies shall contribute as primary. All policies provided by CONTRACTOR shall include a waiver of subrogation.
9. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, CONTRACTOR shall:
- 9.1 Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
  - 9.2 Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
  - 9.3 Maintain copies of all subcontractor affidavits for the duration of the Contract Documents and provide the same to Subscriber upon Request;
  - 9.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
  - 9.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

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

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

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

By: \_\_\_\_\_  
Robert Shorr, Mayor

ATTEST

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

Approved as to form and legal sufficiency:

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

CONTRACTOR: JOHNSON-DAVIS, INC., a Florida corporation

By: \_\_\_\_\_  
Scott J. Johnson, President

[Corporate Seal]

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

The foregoing instrument was acknowledged before me, by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Scott J. Johnson as President of Johnson-Davis, Inc., a corporation authorized to do business in the State of Florida, and \_\_\_ who is personally known to me or \_\_\_ who has produced the following \_\_\_\_\_ as identification.

Notary Public

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## Larry Peters

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**From:** LPeters@loxahatcheegrovesfl.gov  
**Sent:** Monday, August 15, 2022 3:21 PM  
**To:** James Amsler  
**Subject:** Re: 3 Culvert Crossings  
**Attachments:** image001.jpg; A Road and 161 Terr N 72 RCP J-D Proposal.pdf; D Road and 11th Terr 96 CAP J-D Proposal.pdf; E Road and Collecting Canal J-D Proposal.pdf

James:

Thanks.

Sent from my iPhone

On Aug 15, 2022, at 2:47 PM, James Amsler <jamsler@johnsondavis.com> wrote:

Hello,

Attached are the proposals for the 3 other Culverts you showed me.

Thank you,

**Jim Amsler** | Estimator | 604 Hillbrath Drive, Lantana, FL 33462  
(561) 356-0162 – c | (561) 588-1170 – o | (561) 585-5252 – f | [jamsler@johnsondavis.com](mailto:jamsler@johnsondavis.com)  
*Construct with Confidence*

**JOB NAME: A Road and 161st Terr. 72" RCP w/Stabilized Cofferd Dam w/Barrier Wall (Temp. Entrance)**

Item #	DESCRIPTION	BID Quantity	U.M.	BID	AMOUNT
	MOBILIZATION/GENERAL CONDITIONS	1.00	LSU	6,000.00	6,000.00
	CLEARING AND GRUBBING	1.00	LSU	6,000.00	6,000.00
	MOT (INCLUDING BARRIER WALL & TEMPORARY ROAD WAY)	1.00	LSU	14,900.00	14,900.00
	72" RCP	40.00	LF	1,075.00	43,000.00
	RIP RAP HEADWALL W/FLARE	38.00	CY	750.00	28,500.00
	EMBANKMENT	80.00	CY	35.00	2,800.00
	SOD	400.00	SY	8.00	3,200.00
	8" LIMEROCK ENTRANCE	120.00	SY	30.00	3,600.00

				\$	108,000.00
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**JOB NAME: D Road & 11th Terr. 96" 8 Gauge w/Stabilize Cofferd Dam w/Barrier Wall (Temp Entrance)**

Item #	DESCRIPTION	BID Quantity	U.M.	BID	AMOUNT
	MOBILIZATION/GENERAL CONDITIONS	1.00	LSU	6,000.00	6,000.00
	CLEARING AND GRUBBING	1.00	LSU	6,000.00	6,000.00
	MOT (INCLUDING BARRIER WALL & TEMPORARY ROAD WAY)	1.00	LSU	14,900.00	14,900.00
	96" CAP 8 GAUGE	40.00	LF	1,100.00	44,000.00
	RIP RAP HEADWALL W/FLARE	56.00	CY	675.00	37,800.00
	EMBANKMENT	300.00	CY	35.00	10,500.00
	SOD	400.00	SY	8.00	3,200.00
	8" LIMEROCK ENTRANCE	100.00	SY	30.00	3,000.00

				\$	125,400.00
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**JOB NAME: E Road and Collecting Canal**

Item #	DESCRIPTION	BID Quantity	U.M.	BID	AMOUNT
	MOBILIZATION/GENERAL CONDITIONS	1.00	LSU	6,000.00	6,000.00
	CLEARING AND GRUBBING	1.00	LSU	6,000.00	6,000.00
	MOT	1.00	LSU	3,000.00	3,000.00
	96" CAP 8 GAUGE	80.00	LF	1,150.00	92,000.00
	RIP RAP HEADWALL W/FLARE	56.00	CY	675.00	37,800.00
	EMBANKMENT	80.00	CY	35.00	2,800.00
	SOD	400.00	SY	8.00	3,200.00
	18" LIMEROCK ROADWAY	150.00	SY	50.00	7,500.00
				\$	158,300.00

**Agenda Item # 6**

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

**FROM: Larry A. Peters, P.E., Public Works Director**

**VIA: Francine Ramaglia, Town Manager**

**SUBJECT: Consideration of Resolution No. 2022-76 Authorizing the Entry by the Town into Agreements with Vendors for Goods and Services Utilizing the Palm Beach County Annual Milling and Resurfacing Contract Project #2021050**

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**Background:**

The Town's Purchasing Code, Section 2.133 allows for the utilization of other government agencies' contracts that were competitively solicited for the same goods and/or services, provided that the contract permits such and the awarding jurisdiction and/or contractor agree to allow the Town to purchase therefrom; and that the price is equal or lower than that awarded by the other government.

On August 17, 2021, Palm Beach County awarded its competitively solicited Annual Milling and Resurfacing Contract (PBC Project # 2021050) to the following vendors:

- Ranger Construction Industries. Inc.
- M&M Asphalt Maintenance. Inc., d/b/a All County Paving, and
- General Asphalt Co.

Purchase orders, individually or in the aggregate, will exceed procurement policy amounts or budgeted amounts without Council approval as required by the Town's purchasing and budgeting requirements.

**Recommendations:**

Move that Town Council adopt **Resolution No. 2022-76** Authorizing the Entry by the Town into Agreements with Vendors for Goods and Services Utilizing the Palm Beach County Annual Milling and Resurfacing Contract Project #2021050.

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**RESOLUTION NO. 2022-76**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AGREEMENTS WITH VENDORS FOR GOODS AND SERVICES UTILIZING THE PALM BEACH COUNTY ANNUAL ASPHALT MILLING AND RESURFACING CONTRACT PROJECT NO. 2021050; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 2-133(b)(5) of the Town's Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and

**WHEREAS**, the Town is in need of reliable sources for goods and services relating to asphalt milling and resurfacing; and

**WHEREAS**, Palm Beach County conducted a competitive procurement of services and awarded an Annual Milling and Resurfacing Contract (PBC Project #2021050) to multiple vendors, as shown in the Bid Tabulation attached hereto as Exhibit "A"; and

**WHEREAS**, the Town Council desires to enter into agreements with the awarded vendors utilizing the Palm Beach County Asphalt Milling and Resurfacing Project # 2021050, as listed in Exhibit "A"; and

**WHEREAS**, the Town Council has determined entering into the agreements serves a public purpose.

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

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

**Section 2.** The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to utilize the Palm Beach County Asphalt Milling and Resurfacing Contract Project #2021050 for goods and services and enter into agreements with the awarded vendors pursuant to and consistent with Exhibit “A”. The Mayor is authorized to execute any and all documents to implement the use of the Palm Beach County Asphalt Milling and Resurfacing Contract Project #2021050 by the Town, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution. In addition, the Town may use the Palm Beach County Asphalt Milling and Resurfacing Contract Project #2021050 so long as it remains in effect, including renewals or extensions.

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

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE  
GROVES, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

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

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

\_\_\_\_\_  
Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

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

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

\_\_\_\_\_  
Councilmember Margaret Herzog

\_\_\_\_\_  
Councilmember Marianne Miles

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BID TABULATIONS												
ANNUAL MILLING & RESURFACING CONTRACT												
PBC PROJECT #2021050												
Average of Bid Items for All Bidders					Engineer's Estimate			Ranger Construction Industries, Inc.			M&M Asphalt Maintenance, Inc., d/b/a All County Paving	
Item #	Item Description		Qty.	Units	Unit Price		Unit Price		Unit Price		Amount	Amount
EAST DISTRICT												
1	Mill Existing Asphalt Pavement (1")		2,220,000	SY	\$	2.83	\$	1.65	\$	2.00	\$	4,440,000.00
2	Mill Existing Asphalt Pavement (1.5")		111,000	SY	\$	3.09	\$	1.75	\$	2.00	\$	222,000.00
3	ACSC Type S-I (0-200 Ton Orders)		1,400	TN	\$	148.60	\$	120.00	\$	120.00	\$	168,000.00
4	ACSC Type S-I (>200 Ton Orders)		17,500	TN	\$	126.88	\$	91.00	\$	100.00	\$	1,750,000.00
5	ACSC Type S-III (0-200 Ton Orders)		3,500	TN	\$	148.60	\$	125.00	\$	120.00	\$	420,000.00
6	ACSC Type S-III (> 200 Ton Orders)		17,500	TN	\$	125.48	\$	98.00	\$	108.00	\$	1,890,000.00
7	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)		3,500	TN	\$	148.60	\$	125.00	\$	120.00	\$	420,000.00
8	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)		10,500	TN	\$	129.28	\$	98.00	\$	115.00	\$	1,207,500.00
9	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)		175,000	TN	\$	122.60	\$	95.00	\$	108.50	\$	18,987,500.00
10	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)		1,400	TN	\$	149.00	\$	120.00	\$	120.00	\$	168,000.00
11	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)		2,800	TN	\$	129.04	\$	93.00	\$	100.00	\$	280,000.00
12	High Friction Surface Treatment		17,500	SY	\$	45.00	\$	65.00	\$	39.00	\$	682,500.00
WEST DISTRICT												
13	Mill Existing Asphalt Pavement (1")		370,000	SY	\$	2.85	\$	1.80	\$	1.90	\$	703,000.00
14	Mill Existing Asphalt Pavement (1.5")		3,700	SY	\$	4.59	\$	4.00	\$	2.00	\$	7,400.00
15	ACSC Type S-I (0-200 Ton Orders)		1,750	TN	\$	150.00	\$	130.00	\$	120.00	\$	210,000.00
16	ACSC Type S-I (>200 Ton Orders)		70,000	TN	\$	124.08	\$	92.00	\$	100.00	\$	7,000,000.00
17	ACSC Type S-III (0-200 Ton Orders)		1,750	TN	\$	150.00	\$	130.00	\$	120.00	\$	210,000.00
18	ACSC Type S-III (> 200 Ton Orders)		1,750	TN	\$	128.68	\$	98.00	\$	105.00	\$	183,750.00
19	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)		1,750	TN	\$	150.00	\$	130.00	\$	120.00	\$	210,000.00
20	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)		1,750	TN	\$	131.68	\$	100.00	\$	120.00	\$	210,000.00
21	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)		1,750	TN	\$	124.10	\$	100.00	\$	107.00	\$	187,250.00

BID TABULATIONS						Average of Bid Items for All Bidders		Engineer's Estimate		Ranger Construction Industries, Inc.		M&M Asphalt Maintenance, Inc., d/b/a All County Paving	
ANNUAL MILLING & RESURFACING CONTRACT													
PBC PROJECT #2021050													
Item #	Item Description	Qty.	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
22	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	\$ 150.00	\$ 130.00	\$ 150.00	\$ 130.00	\$ 120.00	\$ 210,000.00	\$ 140.00	\$ 245,000.00		
23	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	3,500	TN	\$ 129.24	\$ 96.00	\$ 129.24	\$ 96.00	\$ 104.00	\$ 364,000.00	\$ 111.00	\$ 388,500.00		
24	High Friction Surface Treatment	7,000	SY	\$ 45.00	\$ 65.00	\$ 45.00	\$ 65.00	\$ 39.00	\$ 273,000.00	\$ 55.00	\$ 385,000.00		
EAST AND WEST DISTRICTS													
25	Off Duty Police Officer	700	HR	\$ 67.90	\$ 70.00	\$ 67.90	\$ 70.00	\$ 75.00	\$ 52,500.00	\$ 73.50	\$ 51,450.00		
26	Portable Milling Machine	875	HR	\$ 260.00	\$ 210.00	\$ 260.00	\$ 210.00	\$ 230.00	\$ 201,250.00	\$ 210.00	\$ 183,750.00		
27	Mill Existing Asphalt Pavement (<5,000 SY)	185	1/2 Day	\$ 5,285.00	\$ 7,000.00	\$ 5,285.00	\$ 7,000.00	\$ 8,000.00	\$ 1,480,000.00	\$ 4,250.00	\$ 786,250.00		
28	Mill Existing Asphalt Pavement (1") - Residential Roadways	740,000	SY	\$ 2.97	\$ 2.00	\$ 2.97	\$ 2.00	\$ 2.10	\$ 1,554,000.00	\$ 1.85	\$ 1,369,000.00		
29	Mill Existing Asphalt Pavement (1.5") - Residential Roadways	92,500	SY	\$ 3.14	\$ 2.20	\$ 3.14	\$ 2.20	\$ 2.05	\$ 189,625.00	\$ 2.00	\$ 185,000.00		
30	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-500 Ton Orders) - Residential Roac	17,500	TN	\$ 137.20	\$ 150.00	\$ 137.20	\$ 150.00	\$ 120.00	\$ 2,100,000.00	\$ 120.00	\$ 2,100,000.00		
31	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 500 Ton Orders) - Residential Roac	35,000	TN	\$ 127.68	\$ 130.00	\$ 127.68	\$ 130.00	\$ 115.00	\$ 4,025,000.00	\$ 115.00	\$ 4,025,000.00		
32	Surcharge to deliver millings to Palm Beach County stockpile site using contractor vehicle	35,000	CY	\$ 5.00	\$ 3.00	\$ 5.00	\$ 3.00	\$ 2.00	\$ 70,000.00	\$ 2.00	\$ 70,000.00		
33	Surcharge for Palm Beach County to pick up millings in County vehicles	35,000	CY	\$ 3.38	\$ 2.00	\$ 3.38	\$ 2.00	\$ (3.10)	\$ (108,500.00)	\$ -	\$ -		
34	Manhole Adjustment	1,750	EA	\$ 633.00	\$ 180.00	\$ 633.00	\$ 180.00	\$ 180.00	\$ 315,000.00	\$ 225.00	\$ 393,750.00		
35	Adjust Valve Boxes & Misc. Structures	1,750	EA	\$ 239.00	\$ 75.00	\$ 239.00	\$ 75.00	\$ 95.00	\$ 166,250.00	\$ 125.00	\$ 218,750.00		
36	Box Out Shoulder (as per detail)	350	HR	\$ 172.00	\$ 140.00	\$ 172.00	\$ 140.00	\$ 140.00	\$ 49,000.00	\$ 150.00	\$ 52,500.00		
37	Remove and Re-install Wheel Stops	963	EA	\$ 54.45	\$ 50.00	\$ 54.45	\$ 50.00	\$ 40.00	\$ 38,520.00	\$ 55.00	\$ 52,965.00		
38	Bituminous Material (Prime Coat)	350	Gal	\$ 5.40	\$ 6.00	\$ 5.40	\$ 6.00	\$ 6.50	\$ 2,275.00	\$ 5.00	\$ 1,750.00		
39	Premium for work within Railroad rights-of-way (see footnote)	70	EA	\$ 2,700.00	\$ 5,400.00	\$ 2,700.00	\$ 5,400.00	\$ 1,300.00	\$ 91,000.00	\$ 1,000.00	\$ 70,000.00		
TOTAL BID						\$	50,629,820.00	\$	51,581,715.00	\$	51,581,715.00		

BID TABULATIONS										Hardrives of Delray, Inc.		General Asphalt Co., Inc.		Saffold Paving, Inc.	
ANNUAL MILLING & RESURFACING CONTRACT															
PBC PROJECT #2021050															
Item #	Item Description	Qty.	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount				
EAST DISTRICT															
1	Mill Existing Asphalt Pavement (1")	2,220,000	SY	\$	1.40	\$	3,108,000.00	\$	2.00	\$	4,440,000.00	\$	6.90	\$	15,318,000.00
2	Mill Existing Asphalt Pavement (1.5")	111,000	SY	\$	2.00	\$	222,000.00	\$	2.45	\$	271,950.00	\$	7.00	\$	777,000.00
3	ACSC Type S-I (0-200 Ton Orders)	1,400	TN	\$	120.00	\$	168,000.00	\$	156.00	\$	218,400.00	\$	207.00	\$	289,800.00
4	ACSC Type S-I (>200 Ton Orders)	17,500	TN	\$	118.00	\$	2,065,000.00	\$	126.00	\$	2,205,000.00	\$	179.40	\$	3,139,500.00
5	ACSC Type S-III (0-200 Ton Orders)	3,500	TN	\$	120.00	\$	420,000.00	\$	156.00	\$	546,000.00	\$	207.00	\$	724,500.00
6	ACSC Type S-III (> 200 Ton Orders)	17,500	TN	\$	118.00	\$	2,065,000.00	\$	111.00	\$	1,942,500.00	\$	179.40	\$	3,139,500.00
7	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	3,500	TN	\$	120.00	\$	420,000.00	\$	156.00	\$	546,000.00	\$	207.00	\$	724,500.00
8	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	10,500	TN	\$	120.00	\$	1,260,000.00	\$	121.00	\$	1,270,500.00	\$	179.40	\$	1,883,700.00
9	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	175,000	TN	\$	118.00	\$	20,650,000.00	\$	111.00	\$	19,425,000.00	\$	165.50	\$	28,962,500.00
10	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,400	TN	\$	122.00	\$	170,800.00	\$	156.00	\$	218,400.00	\$	207.00	\$	289,800.00
11	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	2,800	TN	\$	120.00	\$	336,000.00	\$	121.00	\$	338,800.00	\$	193.20	\$	540,960.00
12	High Friction Surface Treatment	17,500	SY	\$	39.00	\$	682,500.00	\$	60.00	\$	1,050,000.00	\$	32.00	\$	560,000.00
WEST DISTRICT															
13	Mill Existing Asphalt Pavement (1")	370,000	SY	\$	1.60	\$	592,000.00	\$	2.00	\$	740,000.00	\$	6.90	\$	2,553,000.00
14	Mill Existing Asphalt Pavement (1.5")	3,700	SY	\$	4.00	\$	14,800.00	\$	2.45	\$	9,065.00	\$	7.00	\$	25,900.00
15	ACSC Type S-I (0-200 Ton Orders)	1,750	TN	\$	127.00	\$	222,250.00	\$	156.00	\$	273,000.00	\$	207.00	\$	362,250.00
16	ACSC Type S-I (>200 Ton Orders)	70,000	TN	\$	120.00	\$	8,400,000.00	\$	111.00	\$	7,770,000.00	\$	179.40	\$	12,558,000.00
17	ACSC Type S-III (0-200 Ton Orders)	1,750	TN	\$	127.00	\$	222,250.00	\$	156.00	\$	273,000.00	\$	207.00	\$	362,250.00
18	ACSC Type S-III (> 200 Ton Orders)	1,750	TN	\$	127.00	\$	222,250.00	\$	121.00	\$	211,750.00	\$	179.40	\$	313,950.00
19	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	\$	127.00	\$	222,250.00	\$	156.00	\$	273,000.00	\$	207.00	\$	362,250.00
20	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	1,750	TN	\$	127.00	\$	222,250.00	\$	121.00	\$	211,750.00	\$	179.40	\$	313,950.00
21	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	1,750	TN	\$	127.00	\$	222,250.00	\$	111.00	\$	194,250.00	\$	165.50	\$	289,625.00



BID TABULATIONS												
ANNUAL MILLING & RESURFACING CONTRACT												
PBC PROJECT #2021050												
			Hardrives of Delray, Inc.				General Asphalt Co., Inc.			Saffold Paving, Inc.		
Item #	Item Description	Qty.	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
22	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	\$ 127.00	\$ 222,250.00	\$ 156.00	\$ 273,000.00	\$ 207.00	\$ 362,250.00			
23	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	3,500	TN	\$ 127.00	\$ 444,500.00	\$ 111.00	\$ 388,500.00	\$ 193.20	\$ 676,200.00			
24	High Friction Surface Treatment	7,000	SY	\$ 39.00	\$ 273,000.00	\$ 60.00	\$ 420,000.00	\$ 32.00	\$ 224,000.00			
EAST AND WEST DISTRICTS												
25	Off Duty Police Officer	700	HR	\$ 90.00	\$ 63,000.00	\$ 66.00	\$ 46,200.00	\$ 35.00	\$ 24,500.00			
26	Portable Milling Machine	875	HR	\$ 110.00	\$ 96,250.00	\$ 500.00	\$ 437,500.00	\$ 250.00	\$ 218,750.00			
27	Mill Existing Asphalt Pavement (<5,000 SY)	185	1/2 Day	\$ 3,675.00	\$ 679,875.00	\$ 8,000.00	\$ 1,480,000.00	\$ 2,500.00	\$ 462,500.00			
28	Mill Existing Asphalt Pavement (1") - Residential Roadways	740,000	SY	\$ 2.00	\$ 1,480,000.00	\$ 2.00	\$ 1,480,000.00	\$ 6.90	\$ 5,106,000.00			
29	Mill Existing Asphalt Pavement (1.5") - Residential Roadways	92,500	SY	\$ 2.25	\$ 208,125.00	\$ 2.40	\$ 222,000.00	\$ 7.00	\$ 647,500.00			
30	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-500 Ton Orders) - Residential Road	17,500	TN	\$ 118.00	\$ 2,065,000.00	\$ 121.00	\$ 2,117,500.00	\$ 207.00	\$ 3,622,500.00			
31	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 500 Ton Orders) - Residential Road	35,000	TN	\$ 118.00	\$ 4,130,000.00	\$ 111.00	\$ 3,885,000.00	\$ 179.40	\$ 6,279,000.00			
32	Surcharge to deliver millings to Palm Beach County stockpile site using contractor vehicle	35,000	CY	\$ 1.00	\$ 35,000.00	\$ 0.01	\$ 350.00	\$ 20.00	\$ 700,000.00			
33	Surcharge for Palm Beach County to pick up millings in County vehicles	35,000	CY	\$ -	\$ -	\$ 0.01	\$ 350.00	\$ 20.00	\$ 700,000.00			
34	Manhole Adjustment	1,750	EA	\$ 250.00	\$ 437,500.00	\$ 440.00	\$ 770,000.00	\$ 2,070.00	\$ 3,622,500.00			
35	Adjust Valve Boxes & Misc. Structures	1,750	EA	\$ 300.00	\$ 525,000.00	\$ 330.00	\$ 577,500.00	\$ 345.00	\$ 603,750.00			
36	Box Out Shoulder (as per detail)	350	HR	\$ 220.00	\$ 77,000.00	\$ 150.00	\$ 52,500.00	\$ 200.00	\$ 70,000.00			
37	Remove and Re-install Wheel Stops	963	EA	\$ 26.25	\$ 25,278.75	\$ 96.00	\$ 92,448.00	\$ 55.00	\$ 52,965.00			
38	Bituminous Material (Prime Coat)	350	Gal	\$ 6.00	\$ 2,100.00	\$ 6.00	\$ 2,100.00	\$ 3.50	\$ 1,225.00			
39	Premium for work within Railroad rights-of-way (see footnote)	70	EA	\$ 5,000.00	\$ 350,000.00	\$ 1,200.00	\$ 84,000.00	\$ 5,000.00	\$ 350,000.00			
TOTAL BID				\$	53,021,478.75	\$	54,757,313.00	\$	97,214,575.00			

THE COUNTY DOES NOT GUARANTEE THE ACCURACY OF THE FORMULAS AND EXTENSIONS USED IN THIS SPREADSHEET.
THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.
PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.
PAY ITEM FOOTNOTES
All costs for <b>Maintenance of Traffic (MOT)</b> shall be considered incidental to, and shall be included in, unit prices for the pay items. The only exceptions to this shall be the Off Duty Police Officer required per specification and standards or as directed by Palm Beach County and the premium for MOT within a railroad right-of-way which shall be included in the "Premium for work within Railroad rights-of-way" item.
<b>Milling Existing Asphalt Pavement Items</b> per square yard are based on the indicated depth of milling. In the event that other milling depths are required, the contract price for Mill Existing Asphalt Pavement will be adjusted in (1/2") increments.
<b>Portable Milling Machine</b> , per hour, includes portable milling machine, all labor for actual milling and clean-up and satisfactory disposal of milled material. Payment shall be based upon actual hours for milling and clean-up. Disposal of milled material shall be considered incidental to per hour rate for Portable Milling Machine.
<b>Manhole Adjustment</b> , each, may be accomplished using precast rings or other methods acceptable to the County.
<b>Remove and Re-install Wheel Stops</b> , each, includes all labor, equipment and materials required for removal of wheel stops and re-bar or other methods of attachment, stockpiling and protecting wheel stops and accessories and re-installation of wheel stops by an acceptable attachment method. Furnishing and installing replacement wheel stops and/or attachment devices which have been damaged during removal or storage shall be incidental to the pay item.
<b>Residential</b> roadways will be identified by Palm Beach County. The intent of Residential Roadway items is for those roadways within subdivisions with direct driveway connections. Note there are also local streets and collector roads with direct driveway connections that will not be considered as a Residential Roadway.
Palm Beach County reserves the right to acquire <b>millings</b> at their discretion. Delivery options include, transport of millings using Palm Beach County vehicles and/or Contractor supplied vehicles (surcharge to be applied).
<b>Surcharge for delivery of millings</b> will include all labor, equipment and materials required to deliver millings to the Palm Beach County stockpile site on Benoist Farms Road.
<b>Premium for work within Railroad rights-of-way</b> shall include all additional costs required to work within the railway right-of-way. This shall include, but not be limited to permitting, maintenance of traffic, railroad protective liability insurance policies, and other permit requirements.
Bids as read at opening on March 16, 2021, 2:00 PM
All bids subject to OEBO compliance and Board Approval.
Prepared by: Colleen Flanagan, Technical Assistant 1
Checked by: Holly B. Knight, P.E., Contracts Section Manager

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**Agenda Item # 7**

**TO: Town Council of Town of Loxahatchee Groves**  
**FROM: Larry A. Peters, P.E., Director of Public Works**  
**VIA: Francine L. Ramaglia, Town Manager**  
**SUBJECT: Consideration of Resolution No. 2022-78 Approving Scope of Work and Pricing with Ranger Construction, Inc.**

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**Background:**

The Town's Purchasing Code, Section 2.133 allows for the utilization other government agencies' contracts provided that the same or substantially similar goods and/or services were competitively solicited; that the contract permits such and the awarding jurisdiction and/or contractor agree to allow the Town to purchase therefrom; and that the price is equal or lower than that awarded by the other government.

On August 17, 2021 Palm Beach County approved project # 2021050 for an Annual Milling and Resurfacing Contract with multiple vendors (PBC Project #2021050). On November 1, 2022, Town Council passed Resolution No. 2022-76 authorizing the Town to enter into agreements for goods and services utilizing PBC Project #2021050. Ranger Construction Industries, Inc. is one of those vendors and has provided the proposal number 220517-2 to the Town of Loxahatchee Groves as a paving plan for the roadway segments listed below. In addition, Ranger will also perform milling of OGEM and removal of speed humps on Collecting Canal Road.

The paving plan will place 2 inches of asphalt on the following seven (7) roadway segments totaling approximately 6.5 miles. The total cost of the resurfacing and milling will be \$1,105,384.50. The roadway segments are contemplated by the Town's Capital Improvement Plan. The roadway segments covered by this Scope of Work and Proposal are as follows:

1. Collecting Canal Road from B Road to Folsom Road
2. E Road from Collecting Canal Road to Okeechobee Blvd.
3. E Road from North Road South (30<sup>th</sup> St. North) to North Road (40<sup>th</sup> St. North)
4. Folsom Road from Compton Road to 25<sup>th</sup> St. North
5. 25<sup>th</sup> St. North from Folsom to G Road West
6. G Road West from 25<sup>th</sup> St. N to North Road South (30<sup>th</sup> St. N)
7. 160<sup>th</sup> Ave from North Road (40<sup>th</sup> St. N) to 44<sup>th</sup> St. North

This Scope of Work and Proposal with Ranger does not include all the work on the roadway improvements as it does not include necessary roadway preparation, striping and planned installation of speed tables, which will be performed by a separate vendor. At present it is anticipated that most of the prep work for the roadway resurfacing will be done by the Town's staff in order to meet the budgetary constraints associated with overall cost of the project.

**Recommendation:**

Move that Town Council adopt ***Resolution No. 2022-78*** authorizing the Scope of Work and Proposal Number 2205017-2 totaling \$1,105,384.50 under the Town's agreement with Ranger Construction Industries, Inc.. for roadway milling and resurfacing based on pricing from Palm Beach County's Annual Milling and Resurfacing Contract #2021050.



**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2022-78**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE SCOPE AND PRICING FOR MILLING AND RESURFACING OF COLLECTING CANAL ROAD, E. ROAD, 25<sup>TH</sup> ST, WEST G, 160<sup>TH</sup> AVENUE, AND FOLSOM ROAD; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Resolution No. 2022-76, adopted by Town Council on November 1, 2022, the Town entered into an agreement with Ranger Construction Industries Inc. utilizing the Palm Beach County Annual Milling and Resurfacing Contract (PBC Project No. 2021050); and

**WHEREAS**, the Town is in need of goods and services for the milling and resurfacing of certain roadways within the Town; and

**WHEREAS**, the Town Council desires to utilize its agreement with Ranger Construction Industries, Inc. for the milling and resurfacing of roadway segments in the Town's adopted Capital Improvement Plan for FY 2023, as stated in the Scope of Work attached hereto and incorporated herein as Exhibit "A"; and

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

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

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

**Section 2.** The Town Council of the Town of Loxahatchee Groves, Florida hereby authorizes the Town to utilize its Agreement with Ranger Construction Industries, Inc. utilizing pricing under PBCProject No. 2021050 for milling and resurfacing on roadway segments in the Town's adopted Capital Improvement Plan for FY 2023 and approves the Scope of Work and Proposal Number 2205017-2 attached hereto as Exhibits "A" and "B", respectively.

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

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

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2022.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

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

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

\_\_\_\_\_  
Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Margaret Herzog

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

\_\_\_\_\_  
Councilmember Marianne Miles

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

## **Exhibit "A"**

### **Scope of Work**

#### **I. Roadway Resurfacing**

- A.** Resurface the following road segments (totaling approximately 6.5 miles) as directed by the Town Engineer with roadway surface material to be a minimum of SP Traffic level C (>500 Tons) Residential roads. Asphalt quantity based on an average yield of 220 lb/sy of 2" laydown. (75,715 SY)
- B.** Removing existing speed humps and milling existing OGEM on Collecting Canal Road
- C.** Road Segments are as follows:
  - 1. Collecting Canal Road from B Road to Folsom Rd
  - 2. E Road from Collecting Canal Road to Okeechobee Blvd.
  - 3. E Road from North Road South (30<sup>th</sup> St. N) to North Road (40<sup>th</sup> St. N)
  - 4. Folsom Rd. from Compton Rd to 25<sup>th</sup> St. N
  - 5. 25<sup>th</sup> St. N from Folsom to G Rd. W
  - 6. G Rd W from 25<sup>th</sup> St. N to North Rd South (30<sup>th</sup> St. N)
  - 7. 160<sup>th</sup> Ave from North Road (40<sup>th</sup> St. N) to 44<sup>th</sup> St. N
- D.** Pricing shall be as set forth in the Proposal Number 2205017-2 (attached hereto) and based on the Annual Asphalt and Milling Contract with Palm Beach County Project No. 2021050. The ultimate price is quantity based but anticipated total cost of the contract based on preliminary information is \$1,105,385.50.



**Ranger Construction Industries, Inc.**

101 Sansbury's Way  
West Palm Beach, FL 33411

Phone: (561) 793-9400  
Fax: (561) 790-4332  
www.rangerconstruction.com  
Phone: (561) 793-9400  
Fax: (561) 790-4332

## PROPOSAL NUMBER 2205017-2

<b>Submitted To:</b> Loxahatchee Groves Public work Department  <b>Address:</b> 245 W D Road Loxahatchee Groves, FL 33470  <b>Contact:</b> Larry Peters, PE	<b>Date:</b> 23-Sep-22 <b>Phone:</b> (561) 277-2151 <b>Cell:</b> (561) 335-6024 <b>Job Name:</b> Loxahatchee Groves - Paving plan Budget for Year 2023 <b>Job Location:</b> Collecting canal Rd., E Road, 25th St., WG, 160th. Avenue, Folsom Rd
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### LOXAHATCHEE GROVES

#### 2023

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
26 (PBC)	Portable milling machine	8.00	HR	\$230.00	\$1,840.00
29 (PBC)	Mill existing asph.pvmt (1.5")Resident	6,430.00	SY	\$2.05	\$13,181.50
31 (PBC)	SP Traffic level C (>500 Tons) Residential roads	8,329.00	TN	\$115.00	\$957,835.00
SUBTOTAL					<b>\$972,856.50</b>
BITUMINOUS ADJUSTMENT BASED ON SEPTEMBER 2022 INDEX (Variable)					<b>132,528.00</b>
TOTAL					<b>\$1,105,384.50</b>

#### Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing contract PBC Project #2021050 - PIGGY BACK
- 2) Item #29 Milling includes area with Ogem and removal of speed humps on Collecting Canal Road
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 220 lb/sy of 2" laydown. (75,715 SY)
- 4) This quotation does not include permanent Striping.

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.  Buyer _____ Signature _____ Date Accepted _____	<b>CONFIRMED:</b> <b>Ranger Construction Industries, Inc.</b>  Authorized Signature _____ Name & Title <b>Beatriz Ramirez, Estimator</b>
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## Agenda Item # 8

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

**FROM:** Larry A. Peters, P.E. Director of Public Works

**VIA:** Francine L. Ramaglia, Town Manager

**SUBJECT:** Consideration of Resolution No. 2022-77 Approving Scope of Work and Pricing with Wynn & Sons Environmental Construction Company, Inc. under existing Agreement

---

### Background:

The Town's Purchasing Code, Section 2.133 allows for the utilization other government agencies' contracts provided that the same or substantially similar goods and/or services were competitively solicited; that the contract permits such and the awarding jurisdiction and/or contractor agree to allow the Town to purchase therefrom; and that the price is equal or lower than that awarded by the other government.

The Town Council passed Resolution 2021-04 authorizing the Town to enter into agreements with vendors for goods and services utilizing Palm Beach County's Annual Pathway & Minor Construction Contract Project No. 2020055. On February 2, 2021, pursuant to that authorization the Town Council approved an Agreement with Wynn & Sons Environmental Construction Company, Inc. Under this agreement, Wynn & Sons has provided a proposal to the Town for striping and replacing speed humps with speed tables for roadway segments included in the Town's Capital Improvement Plan for FY 2023: Collecting Canal Rd, E. Road, 25th St, West G, 160th Ave and Folsom Road based on the following scope of work:

- Installation of 39 Seminole Style Speed Tables
- Striping for 6.5 miles of 6" wide Thermoplastic roadway Striping, (two continuous White edge stripes, and a continuous double Yellow centerline)
- Seventeen Stop Bars
- Chevron striping for the 39 speed tables

### Recommendation:

Move that Town Council adopt **Resolution No. 2022-77** authorizing the Scope of Work and Estimate #8415 totaling \$421,600 under the Town's existing agreement with Wynn & Sons Environmental Construction Company, Inc. based on pricing from Palm Beach County's Annual Pathway & Minor Construction Contract #2020055.

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**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2022-77**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE SCOPE AND PRICING FOR STRIPING AND REPLACING SPEED HUMPS ON COLLECTING CANAL ROAD, E. ROAD, 25<sup>TH</sup> ST, WEST G, 160<sup>TH</sup> AVENUE, AND FOLSOM ROAD; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on February 2, 2021, pursuant to Resolution No. 2021-04 adopted by Town Council, the Town entered into an agreement with Wynn & Sons Environmental Construction Company, Inc. utilizing the Palm Beach County Annual Pathway & Minor Construction Contract (PBC Project No. 2020055); and

**WHEREAS**, the Town is in need of goods and services for the striping and replacement of speed humps along certain roadways within the Town; and

**WHEREAS**, the Town Council desires to utilize its agreement with Wynn & Sons Environmental Construction Company, Inc. for roadway striping and the replacement of speed humps with speed tables on roadway segments in the Town's adopted Capital Improvement Plan for FY 2023, including Collecting Canal Road, E. Road, 25<sup>th</sup> Street, West G, 160<sup>th</sup> Avenue, and Folsom Road; and

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

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

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

**Section 2.** The Town Council of the Town of Loxahatchee Groves, Florida hereby authorizes the Town to utilize its Agreement with Wynn & Sons Environmental Construction Company, Inc. utilizing pricing under PBC Project No. 2020055 for roadway striping and the

replacement of speed humps with speed tables on roadway segments in the Town's adopted Capital Improvement Plan for FY 2023, including Collecting Canal Road, E. Road, 25<sup>th</sup> Street, West G, 160<sup>th</sup> Avenue, and Folsom Road and approves the Scope of Work and Quote for each project attached hereto as Exhibit "A".

**Section 3.** The Mayor is authorized to execute any and all documents to implement the Scope of Work and Estimate #8415 attached hereto as Exhibit "A" by the Town, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

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

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE  
GROVES, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2022.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

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

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

\_\_\_\_\_  
Vice Mayor Laura Danowski



APPROVED AS TO LEGAL FORM:

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Office of the Town Attorney

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Councilmember Margaret Herzog

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Councilmember Marianne Miles

---

Councilmember Phillis Maniglia

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**WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO. INC.**

WEST PALM BEACH, FL. 33411

**Estimate**

Date	Estimate #
10/27/2022	8415

Loxahatchee Groves  
Mr Peters**Ship To**39 Speed tables  
22x19  
Seminole  
6.5 miles edge line  
double yellow/chevrons stop bars**Project**

Item	Description	Qty	Rate	Total
9-020	PORTABLE MILLING MACHINE PER HOUR	156	100.00	15,600.00
9-176	SPEED HUMPS PER SY	1,820	95.00	172,900.00
9-172	THERMOPLASTIC PAVEMENT MARKING (ALL WIDTHS & COLORS) PER SF This striping proposal includes all edge line, double yellow, chevrons for speed tables & stop bars required in this project as discussed and relayed in google overhead map of asphalt paving project from Ranger Construction.	33,300	7.00	233,100.00

**Total**

\$421,600.00

Phone # 561-686-6077

Fax # 561-686-2433

rickatwynnandsons@comcast.net

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**Agenda Item # 9**

**TO:** Town Council of Town of Loxahatchee Groves  
**FROM:** Francine Ramaglia, Town Manager  
**DATE:** November 1, 2022  
**SUBJECT:** Consideration of Resolution No. 2022-79 Annual Sponsorship and Events

---

**Background:**

On October 18, 2022, at the Town Council Workshop/Special Meeting, Town Council discussed the upcoming Veteran's Day Ceremony. At the time of discussion Town Manager Ramaglia stated that staff would be back to Town Council for approval a resolution which would have the 2022-2023 sponsorships and special events given by the Town.

**Recommendation:**

Move to adopt *Resolution No. 2022-79* approving annual sponsorships and events.

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## **RESOLUTION NO. 2022-79**

### **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING ANNUAL SPONSORSHIPS AND EVENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 9(3) of the Charter of the Town of Loxahatchee Groves (“Town Charter”) requires the Town Council approve any charitable contributions to be made by the Town; and

**WHEREAS**, the Town Council desires to make charitable contributions for the fiscal year; and

**WHEREAS**, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves and serves a public purpose to make charitable contributions.

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

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

**Section 2.** The Town Council of the Town of Loxahatchee Groves hereby approves the following sponsorships for the 2022-2023 fiscal year:

- Loxahatchee Groves Elementary School PTO – for the carnival and other events
  - Amount: \$ 500.00
- Loxahatchee Groves Scholarship
  - Amount: \$1,000.00

**Section 3.** The Town Council of the Town of Loxahatchee Groves hereby approves the following Town Special Events for the 2022-2023 fiscal year, with a total not to exceed budget of \$10,000.00 for all Town Special Events:

- Veteran’s Day Celebration                      November 5, 2022

- Holiday Gratitude Basket                      December 16, 2022
- Family Fun Day/Chili Cook-off              TBD
- Back to School Backpack Drive              July 29, 2023

**Section 4.** The Town Council of the Town of Loxahatchee Groves hereby approves the participation by Town Council in following events for the 2022-2023 fiscal year:

- Loxahatchee Groves Elementary School PTO carnival and other events
- Western Communities Holiday Parade

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

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

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



**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE  
GROVES, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2022.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

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

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

\_\_\_\_\_  
Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Margaret Herzog

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

\_\_\_\_\_  
Councilmember Marianne Miles

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

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**Agenda Item # 10**

**TO: Town Council of Town of Loxahatchee Groves**  
**FROM: Elizabeth V. Lenihan, Town Attorney**  
**VIA: Francine Ramaglia, Town Manager**  
**SUBJECT: Consideration of Resolution No. 2022-80 Regarding Improvement Agreement for Groves Town Center**

---

**Background:**

In early 2020, the Town approved an Improvement Agreement with the property owners responsible for construction of certain improvements within the Groves Town Center project, pursuant to the provisions of Section 100-60(c) of the Town's Unified Land Development Code (ULDC). The Groves Town Center project is underway and many of the improvements identified in the 2020 Agreement have been completed. Town Council is requested to consider approval of a First Amended Improvement Agreement (Amendment) for the build-out of the Conceptual Master Plan. The Amendment includes a surety bond for the identified improvements, in accordance with Section 100-60 of the ULDC. The Amendment also provides for the Town to construct and install the equestrian bridge identified as part of the project approvals, in exchange for a payment to the Town of \$126,459. The Town will have sole authority over the final location and design of the equestrian bridge.

**Recommendation:**

Move to adopt Resolution No. 2022-80 approving the First Amended Improvement Agreement for improvements within the Groves Town Center project.

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**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2022-80**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE FIRST AMENDED IMPROVEMENT AGREEMENT FOR CONSTRUCTION OF CERTAIN IMPROVEMENTS WITHIN THE GROVES TOWN CENTER PROJECT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 100-60(C) of the Town of Loxahatchee Groves Unified Land Development Code provides that a subdivider may choose to submit a recordable agreement which includes all of the required improvements and the estimated date of completion as an alternative to all required improvements being installed and completed prior to the issuance of a development permit and that such improvements may be secured by a bond; and

**WHEREAS**, in December 2019, the Town of Loxahatchee Groves (“Town”) approved a multi-phased Conceptual Master Plan for the Groves Town Center project; and

**WHEREAS**, in early 2020, the Town approved an Improvement Agreement with property owners responsible for construction of certain improvements within the Groves Town Center project; and

**WHEREAS**, the parties desire to amend the Improvement Agreement to address the new phase of improvements to be completed; and

**WHEREAS**, the Town has determined it to be in the best interests of the residents of the Town to amend the Improvement Agreement.

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

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

**Section 2.** The Town Council of the Town of Loxahatchee Groves, Florida hereby approves and authorizes the Town Manager to execute the First Amended Improvement Agreement for the Groves Town Center project.

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

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

Aye    Nay    Absent

Robert Shorr, MAYOR

☐ ☐ ☐

Laura Danowski, VICE MAYOR

☐ ☐ ☐

Margaret Herzog, COUNCILMEMBER

☐ ☐ ☐

Marianne Miles, COUNCILMEMBER

☐ ☐ ☐

Phillis Maniglia, COUNCILMEMBER

☐ ☐ ☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,  
FLORIDA, THIS-\_\_ DAY OF \_\_\_\_\_, 2022.**

**TOWN OF LOXAHATCHEE GROVES  
FLORIDA**

ATTEST:

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

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Margaret Herzog

\_\_\_\_\_  
Councilmember Marianne Miles

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

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

This Instrument Prepared by:  
Matthew Barnes  
WGI, Inc.  
2035 Vista Parkway  
West Palm Beach, FL 33411

(Space Above for Recorder's Use Only)

**FIRST AMENDED IMPROVEMENT AGREEMENT FOR CONSTRUCTION OF  
CERTAIN IMPROVEMENTS PURSUANT TO PROVISIONS OF ARTICLE 100,  
SECTION 100-60(C) OF THE UNIFIED LAND DEVELOPMENT CODE OF THE TOWN  
OF LOXAHATCHEE GROVES, FLORIDA**

This First Amended Improvement Agreement for Construction of Certain Improvements Pursuant to Provisions of Article 100, Section 100-60(C) of the Unified Land Development Code of the Town of Loxahatchee Groves, Florida, is hereby entered into by **LOXAHATCHEE EQUESTRIAN PARTNERS, LLC**, a Florida limited liability company, having its principal office located at 250 Delaware Avenue, Buffalo, NY 14202 and **SOLAR SPORTSYSTEMS, INC.**, a New York corporation, having its principal office located at 250 Delaware Avenue, Buffalo, NY 14202 (collectively, the "Master Developer") and the **TOWN OF LOXAHATCHEE GROVES, FLORIDA**, a municipal corporation of the State of Florida (the "Town"), having its principal office located at 155 F. Road, Loxahatchee Groves, Florida, 33470.

WHEREAS, the Town, through its Town Council, approved a multi-phase Conceptual Master Plan dated December 30, 2019 on the Property via Ordinance 2019-08; and

WHEREAS, Condition B.7 of Ordinance 2019-08 provides that an improvement agreement addressing all required improvements lying within or adjacent to the Plat shall be

approved by the Town Council prior to the issuance of a building permit of the first phase of development; and

WHEREAS, Ordinance 2019-08 includes conditions that certain improvements will be developed as referenced in the site plan approved by the Town Council via Resolution No. 2018-84; and

WHEREAS, Resolution No. 2018-84 provides that the equestrian bridge design and placement and the final equestrian trail locations shall be determined during the Improvement Agreement approval process; and

WHEREAS, the equestrian trail has been substantially completed in accordance with the site plan approved by Resolution No. 2018-84; and

WHEREAS, Article 100, Section 100-60(C), of the Unified Land Development Code of the Town provides that a subdivider may choose to submit a recordable agreement which includes all of the required improvements and the estimated date of completion as an alternative to all required improvements being installed and completed prior to the issuance of a development permit, and such agreement (an "improvement agreement") shall be submitted to the Council for acceptance; and

WHEREAS, Article 100, Section 100-60(C), of the Unified Land Development Code of the Town provides that the required improvements under an improvement agreement may be secured by lien, cash bond, a surety bond executed by a company authorized to do business in the State of Florida, or an irrevocable letter of credit in an amount sufficient to ensure the completion of all required improvements; and

WHEREAS, Master Developer and BW SOUTHERN BINKS, LLC, entered into an Improvement Agreement for Construction of Certain Improvements Pursuant to Provisions of



Article 100, Section 100-60(C) of the Unified Land Development Code of the Town of Loxahatchee Groves, Florida, which was recorded in Official Records Book 31407, Page 206 of the official records of Palm Beach County (the "Initial Improvement Agreement"); and

WHEREAS, the Initial Improvement Agreement only dealt with improvements of Tract A and a limited portion of Tract B of the plat of the GROVES TOWN CENTER PUD, recorded in Plat Book 128, Page 66 of the official records of Palm Beach County (the "Plat"); and

WHEREAS, the Pod A Required Improvements and a portion of the Pod B Phase 1 Required Improvements as set forth in the Initial Improvement Agreement have been completed; and

WHEREAS, the Master Developer received approval from the Town, through its Town Council, accepting the plat of GROVES TOWN CENTER PUD AMENDMENT NO. 1 (the "Amended Plat"), which was subsequently recorded in Plat Book 132, Page 134 of the official records of Palm Beach County, Florida. A copy of the legal description of the Amended Plat is attached hereto and made a part hereof as **Exhibit "A"** (the "Property"); and

WHEREAS, the Master Developer owns the entirety of the Property, less and except Tract Pod B-2, and is responsible for construction of the infrastructure identified on the Amended Plat and Conceptual Master Plan; and

WHEREAS, at the time of the approval of this First Amended Improvement Agreement, only Tract Pod B-1, Tract Pod B-2, Tract Pod TC and Tract C-1 as shown on the Amended Plat and approved Conceptual Master Plan (collectively, the "Phase One Tracts") have received site plan approval from the Town and are being developed; therefore, this First Amended Improvement Agreement lists all required improvements for the build-out of the Conceptual Master Plan but

only provides securities for the required improvements necessary to complete the construction of the Phase One Tracts; and

WHEREAS, an improvement covered by this Improvement Agreement is one that exceeds \$25,000 and has a life expectancy of five (5) or more years; and

NOW, THEREFORE, the recitals and findings set forth in the preamble to this First Amended Improvement Agreement are hereby adopted by reference hereto and incorporated herein as if fully set forth in this First Amended Improvement Agreement.

A. The Master Developer hereby covenants and agrees with the Town as follows:

1. The improvements secured by the bond for the Pod A Required Improvements under the Initial Improvement Agreement have been completed.
2. The Master Developer, at its own expense and in accordance with standard specifications of the Town, will construct all improvements listed and described in the list attached hereto as **Exhibit "B"** (the "Phase One Tracts Required Improvements"). No complete, partial or temporary certificate of use and/or occupancy shall be issued by the Town for any structure on any Pod or Tract in the Amended Plat unless or until all of the Phase One Tracts Required Improvements, per **Exhibit "B"**, are completed, as determined by the Town.
3. The Master Developer has separately agreed to and bonded \$3,492,353.88 with the Town for the construction of improvements by the Master Developer, which are identified as the "First Phase of Construction". Because the Master Developer has separately agreed and posted a bond with the Town for the First Phase of Construction improvements, the Master Developer is not required to include those same improvements as part of this First Amended Improvement Agreement.

4. The improvements listed and described in the list attached hereto as **Exhibit "C"** Required Future Improvements, are improvements that will be constructed as future phases of the Conceptual Master Plan receive site plan approval from the Town. This First Amended Improvement Agreement shall be amended, as necessary, each time an existing site plan is amended or an additional site plan is approved for a new phase within the Conceptual Master Plan and security for the required improvements for said revised or new phase shall be posted with the Town concurrent with the amendment of this First Amended Improvement Agreement.
5. In accordance with the provisions of said Article 100, Section 100-60(C), of the Unified Land Development Code of the Town, the Master Developer herewith tenders to the Town a surety bond (attached hereto as **Exhibit "D"**), in the amount of \$459,247.91, which amount is not less than one hundred and twenty-five percent (125%) of the estimated cost of the construction of the Phase One Tracts Required Improvements. Upon completion of the construction of the Development Tracts Required Improvements, said surety bond shall be released. Completion of the Development Tracts Required Improvements is defined as when the Town issues a final inspection for the building permit(s) issued by the Town or Palm Beach County or any other permitting agency for construction of the Development Tracts Required Improvements. Upon receiving a request for a final inspection, the Town shall cause the final inspection to occur within a reasonable time after the Town confirms that it has all information required for a final inspection.
6. In the event that the Master Developer shall fail or neglect to fulfill their obligations under this Agreement, the conditions of said surety bond from the Master Developer shall be such that the institution from whom the bond is issued shall, within thirty (30) days after receipt

of written notice from the Town Manager of the failure or of the neglect of the Master Developer to perform per this Improvement Agreement, construct, or cause to be constructed, the Phase One Tracts Required Improvements, pay to the Town a sum up to the total amount secured by the surety bond attached hereto, as it may be reduced as portions of the Phase One Tracts Required Improvements are completed. The Master Developer shall be deemed to have failed or neglected their obligations under this First Amended Improvement Agreement if (a) after 60 days the Town can provide evidence of a lack of progress on the construction of the Phase One Tracts Required Improvements and (b) the Town provides written notification to the Master Developer of said evidence of a lack of progress and (c) the Master Developer fails to receive a passed inspection from the Town or Palm Beach County within 30 days of receiving written notification of a lack of progress. Notwithstanding the previous sentence, if, in the Town's sole determination, the construction of the Phase One Tracts Required Improvements is left in a state that presents immediate harm or jeopardy to the health, safety or welfare of any person or abutting property or right-of-way, the Town may enter onto the Property and take measures necessary to alleviate the immediate harm or jeopardy or the Town may make a claim against the surety bond as set forth in Section 7 of this First Amended Improvement Agreement or the Town can notify the Surety and the Surety can take measures necessary to alleviate the immediate harm or jeopardy ("Emergency Measures"). The surety bond may be reduced in an amount equal to the cost of any specific improvement listed in the Phase One Tracts Required Improvements and related soft costs upon completion of its construction, as determined and confirmed by the Town Manager; provided, however, that

the amount of the surety bond at all times shall be sufficient to cover the estimated costs of the uncompleted Phase One Tracts Required Improvements.

7. In the event of non-performance by the Master Developer as described in Section 6 above, the Town shall have the right to make claims against the surety bond and collect the sum estimated to construct or complete any uncompleted Phase One Tracts Required Improvements. Said sum to be estimated by the Department of Public Works of the Town shall include engineering and contingent costs, the recovery of expenditures, if any, made under Emergency Measures and any damages direct or indirect, not to exceed thirty-two (32%) percent, plus reasonable attorneys' fees which the Town may sustain on account of the failure of the Master Developer to carry out and execute the provisions of this First Amended Improvement Agreement. Once the Surety is notified of a claim against the surety bond, the Surety can choose to step into the role of the non-performing Master Developer and complete the uncompleted Phase One Tracts Required Improvements covered under the surety bond. Further, the Town shall have the right to construct, or cause to be constructed the Phase One Tracts Required Improvements as provided for in this First Amended Improvement Agreement and in the event that the Town exercises such right, it shall have the right to collect the final total costs of said Phase One Tracts Required Improvements, together with any engineering and contingent costs, the recovery of expenditures, if any, made under Emergency Measures and any damages direct or indirect, not to exceed thirty-two (32%) percent, plus reasonable attorneys' fees, which the Town may sustain on account of the failure of the Master Developer to carry out and execute all the provisions of this First Amended Improvement Agreement.



8. In the Initial Improvement Agreement the Master Developer, therein identified as the Pod B Owner, posted a bond with the Town in the amount of \$798,454.19, which was 125% of the cost of the Pod B Phase 1 Required Improvements. The Phase One Tracts Required Improvements are a subset of the Pod B Phase 1 Required Improvements. The Pod B Phase 1 Required Improvements that are not included in the Phase One Tracts Required Improvements are completed or the Master Developer has been released from the required improvement as stated in Section B.2 of this First Amended Improvement Agreement. The Master Developer was required to construct and install an equestrian bridge described in Exhibit "C", item #2 of the Initial Improvement Agreement. No location or design for the equestrian bridge was agreed upon as part of the Initial Improvement Agreement, as required by Ordinance 2019-08 and Resolution 2018-84. The Master Developer herewith tenders payment to the Town in the amount of \$126,459.00 as payment in lieu of the requirement to construct and install the equestrian bridge. The cost of the equestrian bridge is not included in the surety bond for this First Amended Improvement Agreement.
9. This First Amended Improvement Agreement will be recorded by the Master Developer in the Public Records of Palm Beach County within thirty (30) days of its acceptance by the Town, at the Master Developers own cost and expense. Within thirty (30) days of being recorded the Master Developer will provide a certified copy of the recorded instrument to the Town Manager.

B. The Town hereby acknowledges and agrees as follows:

1. BW Southern Binks, LLC is hereby released from all obligations under the Initial Improvement Agreement, and the bond for the Pod A Required Improvements is hereby released.

2. In exchange for acceptance of the surety bond in **Exhibit "D"** and the previously accepted surety bond for the First Phase of Construction improvements, the Town hereby releases the surety bond held by the Town for the Pod B Phase 1 Required Improvements in the Initial Improvement Agreement.
3. The Town will construct and install the equestrian bridge described in Ordinance 2019-08, Resolution 2018-84, and Exhibit "C", item #2 of the Initial Improvement Agreement in exchange for a payment of \$126,459.00 to the Town by the Master Developer. The Town, in its sole discretion, will choose the final location and design of the equestrian bridge, which alleviates the need for this First Amended Improvement Agreement to specify the bridge design and placement as stated in Resolution 2018-84, Condition C.1. The Master Developer is not responsible to design, construct or pay for any changes to the equestrian trail that may be caused by the Town's discretionary choice of the equestrian bridge's final design and location.

IN WITNESS WHEREOF, Master Developer has executed this Instrument on this 12<sup>th</sup> day of October, 2022

**Witnesses**

Karen M. Regensdörfer  
Print Name: Karen M. Regensdörfer

Peggy Cordero  
Print Name: Peggy Cordero

**LOXAHATCHEE EQUESTRIAN PARTNERS, LLC,**

a Florida limited liability company  
By: [Signature]  
Name: Daniel J. Zimmer  
Title: Treasurer

**Witnesses**

Karen M. Regensdörfer  
Print Name: Karen M. Regensdörfer

Peggy Cordero  
Print Name: Peggy Cordero

**SOLAR SPORTSYSTEMS, INC.,**  
a New York corporation

By: [Signature]  
Name: Daniel J. Zimmer  
Title: Treasurer

STATE OF NEW YORK  
COUNTY OF ERIE

The foregoing instrument was acknowledged before me the undersigned authority by means of X physical presence or    online notarization on this 12<sup>th</sup> day of October, 2022 by Daniel J. Zimmer as Treasurer of Solar Sportsystems, Inc., the sole member of Loxahatchee Equestrian Partners, LLC, and as Treasurer of Solar Sportsystems, Inc., on behalf of said entities. He is personally known to me or has produced

NOTARY SEAL:

Marilyn B. Rochwarger  
Notary Public

My Commission Expires: 3/30/26

Marilyn Rochwarger  
Print Notary Name

MARILYN B. ROCHWARGER  
No. 01RO483925  
Notary Public, State of New York  
Qualified in Erie County 6/6  
My Commission Expires 3/30/2029



APPROVED BY:

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Francine Ramaglia  
Interim Town Manager

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

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Office of the Town Attorney

**EXHIBIT "A"**

**Legal Description of the Property**

A REPLAT OF GROVES TOWN CENTER PUD, LESS TRACT POD A AND LESS TRACT LB3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128, PAGE 66, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

CONTAINING 3,687,420 SQUARE FEET/84.551 ACRES MORE OR LESS.

## EXHIBIT "B"

### Phase One Tracts Required Improvements

1. Horse Trail per specs on the site plan approved by Resolution 2018-84. \$70,155.80
2. Replacement trees in the conservation and buffer areas in the amount shown on the landscaping plan as approved by the Town Council on April 6, 2021. \$297,242.53
3. SUB-TOTAL = \$367,398.33
4. TOTAL (125%) = \$459,247.91

## **EXHIBIT "C"**

### **Required Future Improvements**

1. Remainder of Tangerine Drive extending to "C" Road upon build-out of master plan.
2. Roadway connections to Southern Boulevard for future phases, as necessary.
3. Drainage improvements.
4. Water and sewer lines and laterals.
5. Landscaping located in perimeter landscape buffer easement on Plat
6. Construction of C Road between Southern Boulevard and Tangerine Drive in conjunction with the development of Pod D or F, whichever occurs first, (Ordinance 2019-08).

**EXHIBIT "D"**

Copy of bond for Phase One Tracts Required Improvements

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**Liberty  
Mutual**

SURETY

**PERFORMANCE BOND  
(Annual Form)**

**Bond No. 016228196**

KNOW ALL MEN BY THESE PRESENTS, that we, Solar Sportsystems, Inc., 250 Delaware Avenue, Buffalo, NY 14202 as Principal, and Liberty Mutual Insurance Company licensed to do business in the State of Massachusetts as Surety, are held and firmly bound unto Town of Loxahatchee Groves (Obligee), in the penal sum of Four Hundred Fifty-nine Thousand Two Hundred Forty-seven Dollars And Ninety-one Cents Dollars ( \$459,247.91 ), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, effective the 12th day of October 2022 and terminating the 2nd day of November 2023 for Phase One Tracts Required Improvements and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from November 2nd, 2022 until November 2nd, 2023, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 19th day of October, 2022.

Solar Sportsystems, Inc., 250 Delaware  
Avenue, Buffalo, NY 14202

[Signature]  
Witness

[Signature]  
Principal

[Signature]  
Witness

Liberty Mutual Insurance Company

[Signature]

Attorney-in-Fact Sherri Escovedo



Agreed and acknowledged this \_\_\_\_\_ day of \_\_\_\_\_,

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

Obligee

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**Agenda Item # 11**

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

**FROM:** Elizabeth V. Lenihan, Town Attorney

**VIA:** Francine Ramaglia, Town Manager

**DATE:** November 1, 2022

**SUBJECT:** Consideration of *Ordinance 2022-04* Regarding Enforcement of Development Orders

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**Background:**

Town Council has previously discussed enforcement of development orders. The proposed Ordinance amends the Town's Unified Land Development Code to provide for enforcement of development orders through the Town's code enforcement process.

**Recommendation:**

Move that Town Council approve *Ordinance No. 2022-04* regarding enforcement of development orders on first reading.

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**ORDINANCE NO. 2022-04**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING SECTION 05-110 “VIOLATION OF CODE OR DEVELOPMENT ORDER CONDITIONS” OF ARTICLE 05 “ADMINISTRATION AND LEGAL PROVISIONS” OF PART I “ADMINISTRATION AND DEFINITIONS”, OF ITS UNIFIED LAND DEVELOPMENT CODE; REGARDING VIOLATIONS OF THE UNIFIED LAND DEVELOPMENT CODE OR DEVELOPMENT ORDERS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 166, Florida Statutes, is authorized and empowered to adopt land development regulations within the Town.

**WHEREAS**, the Town desires to provide a means of enforcement for violations of the Town’s adopted Unified Land Development Code (“ULDC”) and development orders issued thereunder; and

**WHEREAS**, the notice and hearing requirements for adoption of ordinances contained in the Florida Statutes and the Town’s Code of Ordinances have been satisfied; and

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves has conducted a public hearing for the amendment of Article 05 Administration and Legal Provisions, Section 05-110 Violation of code or development order conditions of its adopted ULDC to include a means of enforcement: and

**WHEREAS**, the Town Council of Town of Loxahatchee Groves finds that the adoption of this ordinance amending the ULDC to add a means of enforcement for violations of the ULDC or development orders in Article 05 Administration and Legal Provisions, Section 05-110 Violation of code or development order conditions, is consistent with the Town’s Comprehensive Plan, and in the best health and welfare interests of the Town, its property owners, and residents.

**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 amends Part I “Administration and

Definitions”, Article 05 “Administration and Legal Provisions”, Section 05-110 “Violation of Code or development order conditions” to read as follows:

**Sec. 05-110. - Violation of Code or development order conditions.**

- (A) An application for a development permit may be deferred, denied, or approved with appropriate conditions, when the property is in violation of the ULDC or in violation of a condition of a previously approved development order.
- (B) Any violation of any portion of the ULDC or any violation or non-compliance with any condition placed on any permit or any approval given to any development or project by Town Council, a board or administratively shall be deemed a violation of the Code and shall be subject to the Town’s code enforcement process, set forth in Chapter 14 of the Code, as well as any other legal action available to the Town including but not limited to injunctive relief.

**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 Unified Land Development Code 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.

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

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS \_\_ DAY OF \_\_\_\_, 20\_\_.**

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

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**

ATTEST:

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

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

\_\_\_\_\_  
Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Margaret Herzog

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

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

\_\_\_\_\_  
Councilmember Marianne Miles

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**Agenda Item # 12**

**TO:** Town Council of the Town of Loxahatchee Groves  
**FROM:** Elizabeth V. Lenihan, Town Attorney  
**VIA:** Francine Ramaglia, Town Manager  
**DATE:** November 1, 2022  
**SUBJECT:** Consideration of *Ordinance 2022-05* Regarding Non-conforming plats of record

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**Background:**

Nonconforming plots of record may generally be used for any use permitted by the zoning district in which the plot is located and must comply with all development standards except for plot size and dimensions. If a use requires specific plot area or dimensional requirements that the nonconforming plot does not meet, that use may not be permitted on that plot unless further approvals are granted by the Town. Nonconforming plots have separate regulations for setbacks, plot coverage, and pervious area within the Agricultural Residential Zoning District.

The Town has approximately 50 lots that were created by unrecorded plats of record in the Palm Beach County Official Records prior to October 1, 2006. These lots do not meet the Town's current minimum lot size. The proposed Ordinance amends the Town's Unified Land Development Code to provide for recognition of such lots as nonconforming plots of record.

**Recommendation:**

Move that Town Council approve *Ordinance No. 2022-05* regarding nonconforming plots of record on first reading.

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**ORDINANCE NO. 2022-05**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING SECTION 75-030 “NONCONFORMING PLOTS OF RECORD” OF ARTICLE 75 “NONCONFORMING USES, STRUCTURES AND PLOTS” OF PART III “SUPPLEMENTAL REGULATIONS”, OF ITS UNIFIED LAND DEVELOPMENT CODE; REGARDING LOTS WITHIN UNRECORDED PLATS AS NONCONFORMING PLOTS OF RECORD; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 166, Florida Statutes, is authorized and empowered to adopt land development regulations within the Town.

**WHEREAS**, the Town desires to provide a means of recognizing lots identified within unrecorded plats of record as nonconforming plots of record; and

**WHEREAS**, the notice and hearing requirements for adoption of ordinances contained in the Florida Statutes and the Town’s Code of Ordinances have been satisfied; and

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves has conducted a public hearing for the amendment of Article 75 Nonconforming Uses, Structures and Plots, Section 75-030 Nonconforming plots of record of its adopted ULDC to include recognition of lots identified within unrecorded plats of record; and

**WHEREAS**, the Town Council of Town of Loxahatchee Groves finds that the adoption of this ordinance amending the ULDC to add recognize lots identified within unrecorded plats of record as nonconforming plots of record in Article 75 Nonconforming Uses, Structures and Plots, Section 75-030 Nonconforming plots of record, is consistent with the Town’s Comprehensive Plan, and in the best health and welfare interests of the Town, its property owners and residents.

**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 amends Part III “Supplemental

Regulations”, Article 75 “Nonconforming Uses, Structures and Plots”, Section 75-030 “Nonconforming plots of record” of its Unified Land Development Code to read as follows:

**Sec. 75-030. – Nonconforming plots of record.**

- (A) A nonconforming plot of record may be used for any use permitted by the zoning district within which the plot is located, provided the plot complies with all development standards except for required plot size and dimensions, and provided that specific uses required to have different plot area or dimensional requirements than generally required for other uses within the same zoning district, shall not be permitted on a nonconforming plot of record that does not comply with said plot size and dimensional requirements, unless the Town grants a variance for the size, setback, or dimensional requirement pursuant to the procedures and standards of Article 150, "Variances."
- (B) In order to ensure the reasonable use of property, the revised development standards shall apply to nonconforming lots of record in the Agricultural Residential Zoning District as follows:
  - (1) *Setbacks.* Setbacks for new development or redevelopment of a primary or accessory structure on a nonconforming plot of record may be reduced as follows; provided, however, that the resultant setbacks shall not be more restrictive than the setback requirements of Palm Beach County as of November 16, 2010:
    - a. *Nonconforming plots of one acre or less:* All required setbacks may be reduced by 50 percent.
    - b. *Nonconforming plots of between one and five acres:* All required setbacks may be reduced by 25 percent.
  - (2) *Plot coverage.* The combined area of all buildings and roofed structures on a nonconforming plot of record may be increased as follows:
    - a. *Nonconforming plots of one acre or less:* Maximum plot coverage may be increased by five percent of plot area.
    - b. *Nonconforming plots of between one and two acres:* Maximum plot coverage may be increased by two percent of plot area.
  - (3) *Pervious area.* The minimum pervious area for new development and redevelopment of a nonconforming plot of record may be reduced as follows:
    - a. *Nonconforming plots of less than one acre:* Required pervious area may be reduced by an additional five percent of plot area.
- (C) Any plot of land identified as a lot within an unrecorded plat of record as of October 1, 2006 is hereby determined to be legal non-conforming plot of record.

**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 Unified Land Development Code 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.

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

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

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

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**

ATTEST:

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Lakisha Q. Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

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Office of the Town Attorney

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Mayor Robert Shorr

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Vice Mayor Laura Danowski

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Councilmember Margaret Herzog

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Councilmember Phillis Maniglia

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Councilmember Marianne Miles