

TOWN OF LOXAHATCHEE GROVES
Town Hall Council Chambers
TOWN COUNCIL WORKSHOP/SPECIAL MEETING
AGENDA

NOVEMBER 17, 2020 – 6:00 – 9:00 P.M.

Palm Beach County entered modified “Phase-3” Covid-19 public protocols, a limited public audience can be accommodated in Town Hall (max 12-person audience w/mandatory masks, social distancing, first come/first serve seating). Public comment is also accepted by writing the Clerk’s office. This meeting will be streamed and close-captioned as normal, access instructions posted on website.



Lisa El-Ramey, Mayor (Seat 3)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Councilmember (Seat 2)

Robert Shorr, Councilmember (Seat 4)

Marge Herzog, Vice Mayor (Seat 5)

Administration

Town Manager, James S. Titcomb
Assistant Town Manager, Francine L. Ramaglia
Town Attorney, James Brako, Esq.
Town Clerk, Lakisha Q. Burch
Director of Public Works, Larry A. Peters, P.E.

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS/DELETIONS/MODIFICATIONS TO THE AGENDA

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Palm Beach County entered "Phase-3" Covid-19 protocols, so limited public audience can be accommodated in Town Hall (max 12-persons in audience, mandatory masks, social distancing, first come seating). 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" and acknowledged as part of the official public record for indicated meeting. The Town Council meeting will be live-streamed and close-captioned for the public via our website.

CONSENT AGENDA

1. Approval of Resolution No. 2020-24 Announcing Election and Qualification and approving SOE agreement for March 2021 election.
2. Approval of Resolution No. 2020-25 Appoint of Canvassing Board

PRESENTATION

3. Presentation by Sluggett and Associates (Mary McNichols) – Lobbyist Project Activities Updates
4. Presentation by Bradley Miller on "Southern Crossings" proposed project on Southern Blvd.

DISCUSSION / REGULAR AGENDA

5. Discussion of Town Manager evaluation process by Lara Donlon of Torcivia, Dolan & Goddeau P.A.

TOWN COUNCILMEMBERS COMMENTS

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Councilmember (Seat 2)

Lisa El-Ramey, Mayor (Seat 3)

Robert Shorr, Councilmember (Seat 4)

Marge Herzog, Vice Mayor (Seat 5)

TOWN STAFF COMMENTS

Town Manager

Town Attorney

Public Works

ADJOURNMENT

Comment Cards: Note public comment rules are modified during the COVID-19 pandemic, see above.

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

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 1

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

VIA: James Titcomb, Town Manager

DATE: November 10, 2020

SUBJECT: Approval of Resolution No. 2020-24

Background:

The Town of Loxahatchee Groves shall conduct its annual Municipal General Election on Tuesday, March 9, 2021, pursuant to the Town Charter, the Florida Constitution and Chapter 97 – Chapter 106, Florida Statutes. One polling place is provided for the Town, Precinct 6094, and shall be open between the hours of 7:00 a.m. - 7:00 p.m. on Election Day, March 9, 2021; 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 1 and Council Member Seat 3, 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. 2020-24.

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TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2020-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE DATE, TIME AND PLACE TO QUALIFY AND FILE FOR THE OFFICE OF TOWN COUNCIL MEMBER FOR SEAT 1 AND SEAT 3, PRIOR TO THE MUNICIPAL GENERAL ELECTION TO BE HELD ON TUESDAY, MARCH 9, 2021, PURSUANT TO THE TOWN CHARTER AND CHAPTERS 97 – 106, FLORIDA STATUTES; THE ELECTION FILING PERIOD OPENS PROMPTLY AT 12:00 NOON ON DECEMBER 1, 2020 AND CLOSSES PROMPTLY AT 12:00 NOON ON DECEMBER 8, 2020; SETTING FILING FEES; AUTHORIZING THE TOWN CLERK TO APPOINT ELECTION BOARDS FOR ELECTION PRECINCT 6094; AUTHORIZING THE SUPERVISOR OF ELECTIONS TO CONDUCT THE TOWN ELECTION AND APPROVING THE AGREEMENT BETWEEN THE TOWN AND THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS FOR ELECTION SERVICES; AUTHORIZING THE TOWN CLERK OR DESIGNEE TO HANDLE CERTAIN ELECTION MATTERS; OPTING OUT OF EARLY VOTING; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves shall conduct its annual Municipal General Election on Tuesday, March 9, 2021, pursuant to the Town Charter, the Florida Constitution and Chapter 97 – Chapter 106, Florida Statutes.

WHEREAS, one polling place is provided for the Town, Precinct 6094, and shall be open between the hours of 7:00 a.m. - 7:00 p.m. on Election Day, March 9, 2021; and

WHEREAS, registered voters shall have the opportunity to cast their vote for candidates who have filed and qualified for the Office Town Council Member Seat 1 and Council Member Seat 3, pursuant to the Town Charter of the Town of Loxahatchee Groves, Palm Beach County, Florida.

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

Section 1. Any qualified elector [registered voter] of the Town of Loxahatchee Groves, Florida, who is qualified to hold an elective office under the Charter and Code of Ordinances of the Town of Loxahatchee Groves, Florida, and who desires to become a candidate for the Office

of Town Council Member for Seat 1, or Seat 3 shall file with the Municipal Filing Officer [Town Clerk], a fully executed Appointment of Campaign Treasurer and Designation of Campaign Depository for Candidates [DS-DE 9] form; provide a Notice of Intent that his/her name be placed upon the ballot for election to declare themselves a bona fide candidate for such office; and file other forms necessary to be declared a candidate for the Office of Town Council Member for Seat 1 or Seat 3.

Section 2. The Appointment of Campaign Treasurer and Designation of Campaign Depository for Candidates [DS-DE 9] that has been executed and signed by the candidate and accepted and signed by the Campaign Treasurer); the written Notice of Intent to Seek Election for Office of Town Council Member for Seat 1 or Seat 3; and other required documents must be provided by the candidate to the Municipal Filing Officer [Town Clerk] during the Filing and Qualifying Period that opens promptly at 12:00 Noon, Tuesday, December 1, 2020 and closes promptly at 12:00 Noon, Tuesday, December 8, 2020.

Section 3. Each person seeking to qualify for nomination or election to a municipal office shall pay, at the time of qualifying for office, an election assessment. The election assessment shall be an amount equal to 1 percent (1%) of the annual salary of the office sought. There is not a local filing fee for the Town of Loxahatchee Groves.

Section 4. Pursuant to Section 3 of the Town Charter, each candidate for the Office of Town Council Member for Seat 1 or Seat 3 shall be a qualified elector [registered voter]. All candidates for the Office of Town Council Member for Seat 1 or Seat 3 must be a resident of the Town of Loxahatchee Groves for at least one (1) year prior to qualifying.

Section 5. Precinct 6094 is hereby authorized for the Municipal Election to be held on Tuesday, March 9, 2021 for the Office of Town Council Member for Seat 1 and Council Member for Seat 3 which is within the Town of Loxahatchee Groves, Florida.

Section 6. The Town Council requests and authorizes the Palm Beach County Supervisor of Elections to conduct its municipal election consistent with the Town Charter, Florida law, the Agreement between the Town and the Palm Beach County Supervisor of Elections, attached hereto as **Exhibit “A”** and hereby approved, and this resolution.

Section 7. The Town Clerk, or her designee, is authorized to attend, and to the extent necessary represent, the Town and its Canvassing Board at all Logic and Accuracy Tests and on election night at the offices of the Palm Beach County Supervisor of Elections' Office.

Section 8. Upon closing the polls at 7:00 p.m. on Tuesday, March 9, 2021, the Town Clerk shall ensure the secure transport of the paper ballots cast and appropriate cartridges to the Palm Beach County Supervisor of Election's Office, and the electronic transmission of election information as necessary or required by the Palm Beach County Supervisor of Elections. Upon the receipt of all optical scanned voting ballots and cartridges and provisional ballots, the Palm Beach County Supervisor of Elections shall count all the ballots, including the absentee ballots, optical scanned paper ballots, and provisional ballots for all Precincts located within the Town of Loxahatchee Groves.

Section 9. Upon the Town Clerk's receipt of the Municipal Election Results from the Palm Beach County Supervisor of Elections, the Town's Canvassing Board shall meet as soon as practicable to canvass and certify the election results. The candidate(s) for the Office of Town Council Member for Seat 1 and Seat 3 receiving the highest number of votes validly cast, shall be declared elected. In the event of a tie vote, a runoff election shall be held pursuant to Town Charter, Section 7(c). Following the Canvassing Board's certification, each newly elected Town Council Member shall be administered the Oath of Office and assume the duties of the office with a ceremonial induction occurring at the next regular meeting of the Town Council following the General Election held in accordance with Section 7(e) of the Town Charter.

Section 10. That for purposes of this election and any future municipal election, the Town Council hereby determines that due to the ability of registered voters to cast absentee ballots for a municipal election that early voting is not necessary for a municipal election, and that it is in the best interest of the Town to opt out of early voting for municipal elections.

Section 11. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 12. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 13. 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>
LISA EL-RAMEY, MAYOR	☐	☐	☐
MARGE HERZOG, VICE MAYOR	☐	☐	☐
LAURA DANOWSKI, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
ROBERT SHORR, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF NOVEMBER 2020.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Lisa El-Ramey

Lakisha Burch, Town Clerk

Vice Mayor Marge Herzog

Council Member Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Phillis Maniglia

James Brako, Town Attorney

Council Member Robert Shorr

EXHIBIT “A”

AGREEMENT FOR VOTE PROCESSING EQUIPMENT AND ELECTION SERVICES
BY AND BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS
AND THE TOWN OF LOXAHATCHEE GROVES



Wendy Sartory Link
Palm Beach County Supervisor of Elections

**2021 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 the **Town of Loxahatchee Groves, 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 City 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 9, 2021, 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. 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.

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 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.

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.**

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

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English, Spanish and Creole, including the name of the candidates as they are to appear on the ballot, the name of the Municipality, the name of the election, the title of office or referendum title, explanation, and questions.

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).

MUNICIPALITY shall be responsible for providing all necessary translations of ballots, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the Express Vote machine.

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.

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 will again be responsible for providing any additional translations and must again approve ballot content and layout prior to printing.

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

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. MUNICIPALITY is responsible for securing sufficient poll workers to appropriately staff each polling location. SOE will provide information regarding poll worker eligibility. SOE will 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.

ARTICLE 11 – SELECTION OF POLLING PLACES

MUNICIPALITY shall provide ADA compliant Polling Places.

ARTICLE 12 – SAMPLE BALLOTS

12.1 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, SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election.

12.2 Run-Off Election.

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

ARTICLE 13 – VOTE-BY-MAIL BALLOTS

SOE agrees to perform vote-by-mail services. MUNICIPALITY agrees to pay for all costs associated with mailing, collecting, and processing vote-by-mail ballots on behalf of MUNICIPALITY.

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.

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 Uniform Municipal Election. MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY’S Canvassing Board is to assemble to canvass the results of the election. MUNICIPALITY shall determine if the Supervisor of Elections will be a member of the MUNICIPALITY’S Canvassing Board and if so, shall coordinate such with SOE, according to availability of SOE. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. 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.

16.2 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY’S Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. 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.

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, raised or asserted by any person or entity not a party to this Agreement and arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents or employees with respect to any election conducted pursuant to this Agreement. To the extent permitted by law, if a third party files an election contest or similar legal action in connection with, related to or as a result of the municipal election referenced in this Agreement and the SOE is named in the contest or similar legal action, the MUNICIPALITY shall be responsible for the costs and expense of such defense including attorneys' fees and costs.

The foregoing provisions shall not constitute a waiver of sovereign immunity beyond the 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 SOE, as a state agency or subdivision of the State of Florida, or consent by the MUNICIPALITY to be sued by third-

parties in any matter arising out of any contract. There are no third party beneficiaries to this Agreement.

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.

Signature

Wendy Sartory Link
Name (Printed or Typed)

Palm Beach County Supervisor of Elections
Title

Date

Witness Signature

Ashley Houlihan
Witness Name (Printed or Typed)

Signature

Lisa El-Ramey
Name (Printed or Typed)

Mayor
Title

Date

Witness Signature

Lakisha Burch
Witness Name (Printed or Typed)



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

VIA: James Titcomb, Town Manager

DATE: November 10, 2020

SUBJECT: Approval of Resolution No. 2020-25

Background:

The term of office for Council Member Seat 1 and Council Member Seat 3 will expire in March 9, 2021; and the Town of Loxahatchee Groves is subject to the uniform election date for Palm Beach County established by Chapter 83-498, Laws of Florida, which will be on March 9, 2021 and a run-off election on March 23, 2021, if necessary; and Section 7(5) of the Town Charter, as amended by Ordinance No. 2016-02, and approved by referendum question ballot on August 30, 2016, allows for the canvassing and certification of a Town election pursuant to the Florida Election Code by the Town Clerk, and two others, who shall this year be the Supervisor of Elections, or designee, and a Town resident, in conformance with any applicable agreement with the Supervisor of Elections.

The Town Council of the Town of Loxahatchee Groves desires to appoint the Supervisor of Elections, or her designee, Town Clerk, Lakisha Burch, and Town Resident William Ford, to serve as the Town's Canvassing Board, for the March 9, 2021 Town Election, including attendance for the testing of the electronic systems automatic tabulation equipment. To canvass the municipal election, and to certify the election results for the said municipal election, and any run-off election, pursuant to the town charter and state law.

Recommendations:

Town Council approves Resolution No. 2020-25.

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TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2020-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE SUPERVISOR OF ELECTIONS, OR HER DESIGNEE, ALONG WITH THE TOWN CLERK, AND A TOWN RESIDENT, TO SERVE AS THE TOWN'S CANVASSING BOARD, INCLUDING ATTENDANCE FOR THE TESTING OF THE ELECTRONIC SYSTEMS AUTOMATIC TABULATION EQUIPMENT, TO CANVASS THE MUNICIPAL ELECTION, AND TO CERTIFY THE ELECTION RESULTS FOR THE TOWN'S MARCH 9, 2021 MUNICIPAL ELECTION, AND ANY RUN-OFF ELECTION, PURSUANT TO THE TOWN CHARTER AND STATE LAW; PROVIDING FOR MATTERS RELATING TO THE ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the term of office for Council Member Seat 1 and Council Member Seat 3 will expire in March 9, 2021; and

WHEREAS, the Town of Loxahatchee Groves is subject to the uniform election date for Palm Beach County established by Chapter 83-498, Laws of Florida, which will be on March 9, 2021 and a run-off election on March 23, 2021, if necessary; and

WHEREAS, Section 7(5) of the Town Charter, as amended by Ordinance No. 2016-02, and approved by referendum question ballot on August 30, 2016, allows for the canvassing and certification of a Town election pursuant to the Florida Election Code by the Town Clerk, and two others, who shall this year be the Supervisor of Elections, or designee, and a Town resident, in conformance with any applicable agreement with the Supervisor of Elections; and,

WHEREAS, the Town Council of the Town of Loxahatchee Groves desires to appoint the Supervisor of Elections, or her designee, Town Clerk, Lakisha Burch, and Town Resident William Ford, to serve as the Town's Canvassing Board, for the March 9, 2021 Town Election, including attendance for the testing of the electronic systems automatic tabulation equipment, to be held on _____ 2021, at 10:00 am, to canvass the municipal election, and to certify the election results for the said municipal election, and any run-off election, pursuant to the town charter and state law.

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

Section 1. The Town Council of the Town of Loxahatchee Groves, hereby requests and designates Wendy Sartory Link, Palm Beach County Supervisor of Elections, or her designee, Town Clerk, Lakisha Burch, and William Ford Town Resident, to serve as the Town's Canvassing Board, for the March 9, 2021 Town Election, including attendance for the testing of the electronic systems automatic tabulation equipment to be held on _____ 2021, at 10:00 am, and to canvass the municipal election and to certify the election results for the said municipal election, and any run-off election, pursuant to the town charter and state law.

Section 2. The Town Clerk is hereby authorized to submit a copy of this Resolution to Susan Bucher, Supervisor of Elections, and to do all other necessary things in order to accomplish the desire of the Council with regard to its Municipal Election, and any run-off election.

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

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
LISA EL-RAMEY, MAYOR	☐	☐	☐
MARGE HERZOG, VICE MAYOR	☐	☐	☐
LAURA DANOWSKI, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
ROBERT SHORR, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF NOVEMBER 2020.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Lisa El-Ramey

Lakisha Burch, Town Clerk

Vice Mayor Marge Herzog

Council Member Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Phillis Maniglia

James Brako, Town Attorney

Council Member Robert Shorr



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 3

TO: Town Council of Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager

DATE: November 10, 2020

SUBJECT: Presentation by Sluggett and Associates

Background:

Mary McNichols of Geoff Sluggett and Associates will be giving an update of Lobbyist Project Activities.

Recommendations:

Staff recommends after Ms. McNichols of Geoff Sluggett and Associates present, Town Council discuss and give direction, if any.

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4

TO: Town Council of Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager

DATE: November 10, 2020

SUBJECT: Presentation by Bradley Miller on “Southern Crossings”

Background:

Bradley Miller will be making a presentation on “Southern Crossings” to Town Council.

Recommendations:

Staff recommends that after Mr. Miller presents, Town Council discuss and give direction, if any.

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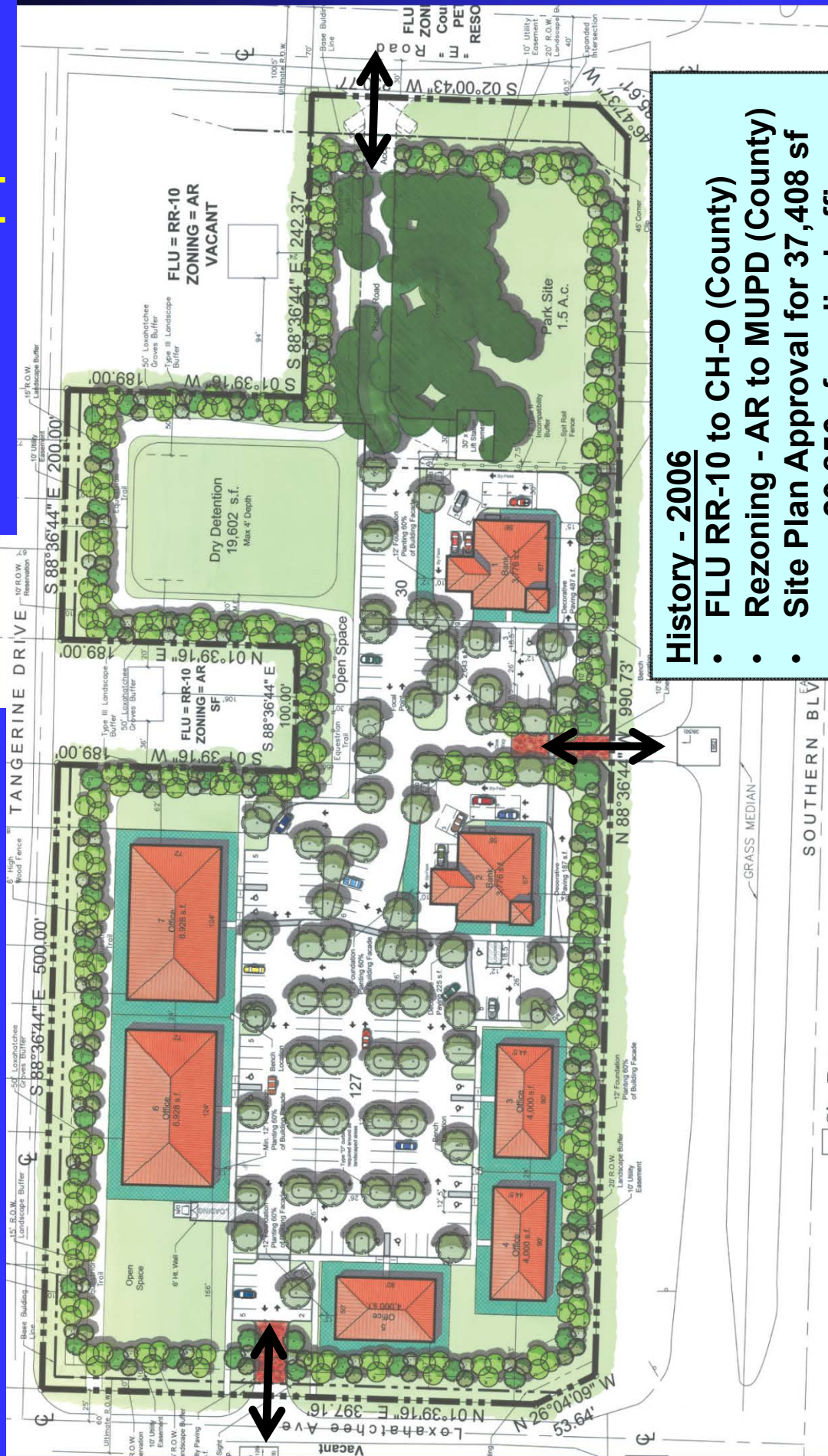
SOUTHERN CROSSING

Site Location



History - 2006

- FLU RR-10 to CH-O
- Rezoning from AR to MUPD
- Site Plan Approval for 37,408 sf
 - 29,856 sf medical office
 - 7,552 sf bank
 - FAR 0.10
- Uses marketed since approval with no interest



History - 2006

- FLU RR-10 to CH-O (County)
- Rezoning - AR to MUPD (County)
- Site Plan Approval for 37,408 sf
 - 29,856 sf medical office
 - 7,552 sf bank
 - FAR 0.10
- Office uses marketed since approval with no interest

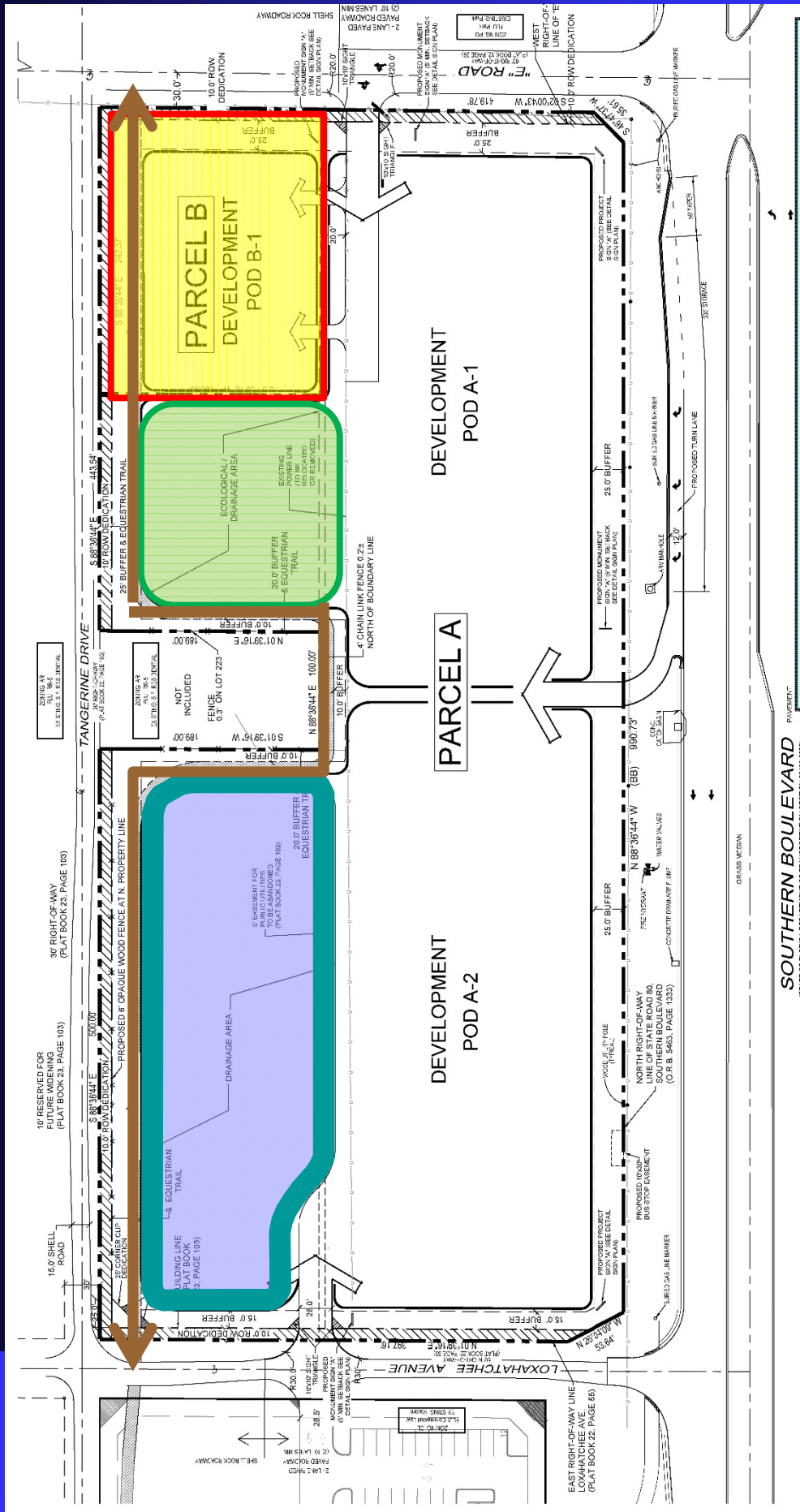
SOUTHERN CROSSING

Site Location

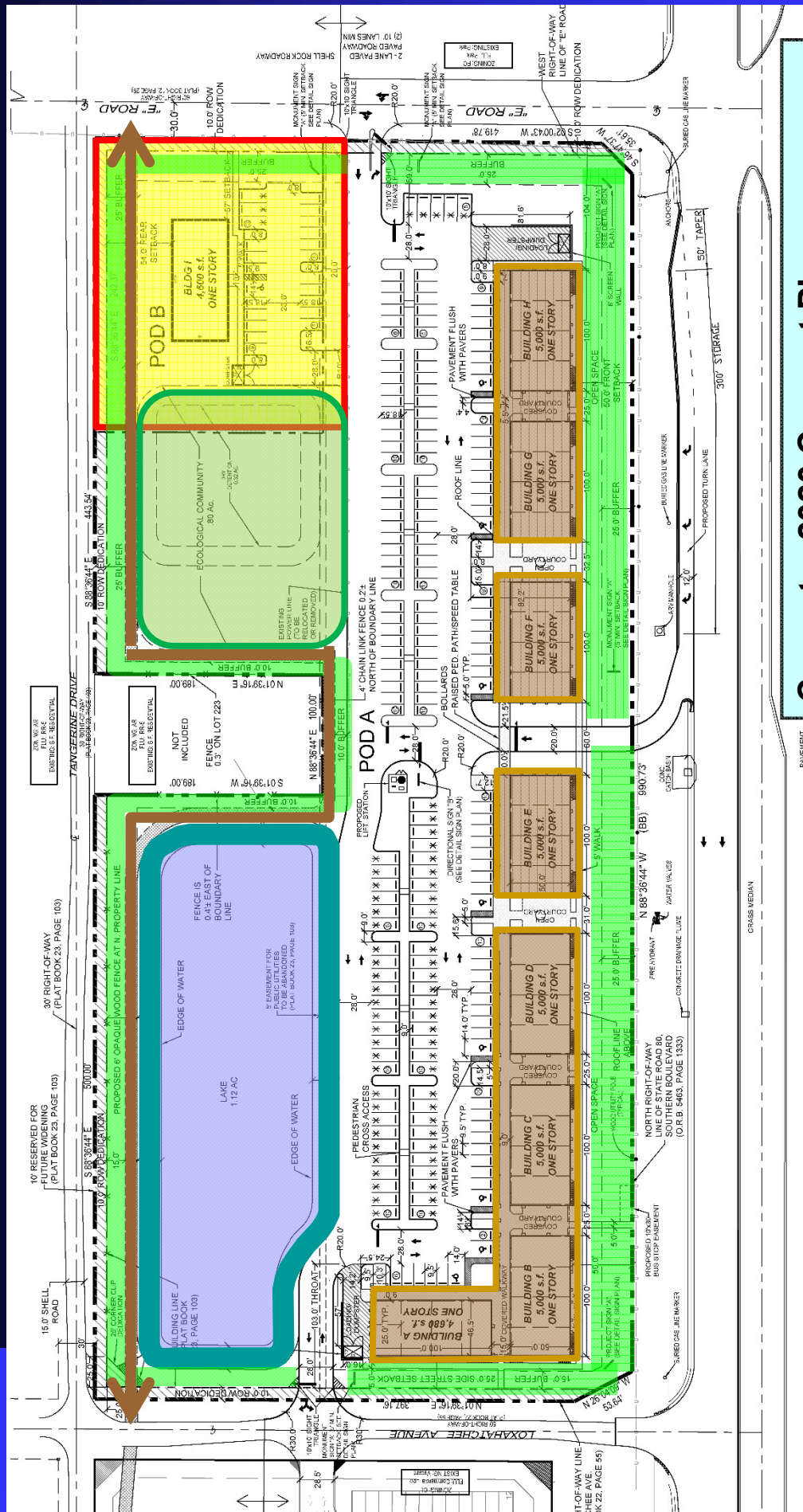


Current - 2020

- Added parcel at NE corner
- FLU CH-O (County) to CL (Town)
- Rezoning - MUPD/AR to PUD (Town)
- Amending Master Plan



- Current - 2020 Master Plan**
- Added parcel at NE corner
 - Relocated Ecological Parcel
 - Expanded Drainage Area
 - PUD Master Plan



SOUTHERN BOULEVARD
(STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SECTION 91.20-2350)

Current - 2020 Concept Plan

- Mix of Commercial Uses - 44,200+ sf
- Waiver for Parking Stall Size
- Waiver for PUD Depth
- Site Plan application to follow

SOUTHERN CROSSING

Questions/Comments?

2020 PUD/Master Plan



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 5

TO: Town Council of Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager

DATE: November 10, 2020

SUBJECT: Town Manger evaluation process presented by Lara Donlon of Torcivia, Dolan & Goddeau P.A.

Background:

Previously, the Town Council expressed interest to begin a proper process and timeline for annual evaluation(s) of the Town Manager, as is a requirement within the Town Manager's Employment Contract in place. The town expressly wishes to avoid any problems as associated with past management and related practices by providing regular and usable performance feedback to assist the town and manager. Town Labor Attorney Lara Donlon (of Torcivia, Donlon & Goddeau P.A.) has conducted similar exercises in surrounding jurisdictions and will present a simple process with forms to confirm moving forward for the task, after receiving any Council feedback.

Recommendation:

Staff recommends Town Council discuss and implement the Labor Attorney's proposed process and set the timeline to comply with contractual schedules.

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TOWN OF LOXAHATCHEE GROVES

Town Manager Performance Evaluation

NAME: James S. Titcomb	DATE OF EVALUATION:
TITLE: Town Manager	DEPARTMENT: Administration
EVALUATION PERIOD: Beginning March 18, 2020	

Instructions:

Provide any General Comments about the Town Manager's performance below. Then, use the following five (5) point scale to rate the Executive Director's performance since March 18, 2020, on the following page.

Rating	Meaning	Description
1	Unsatisfactory	Unacceptable performance; below expectations. Employee does not accomplish most or all position objectives.
2	Needs Improvement	Employee does not adequately accomplish objectives or fulfill all responsibilities Or, the employee is new to the position and tasks presently assigned are adequately performed as expected.
3	Satisfactory	Employee consistently meets, but does not exceed, performance objectives. Employee is fully competent and is satisfactorily performing the job.
4	Exceeds Expectations	Employee exceeds performance objectives on a regular basis. Employee is making a valuable contribution to the Town. Errors are infrequent and are typically detected and corrected by the employee.
5	Outstanding	Employee consistently exceeds performance objectives with virtually no detected preventable/controllable errors. Makes significant contributions well beyond normal job responsibilities. Individual requires little direction or supervision.

General Comments: Detail comments about the Town Manager's performance since March 18, 2020

Performance Category	Description	Rating
Leadership	Demonstrates ability to lead and provide direction through influence and partnership to the Council, Town employees, and Town consultants.	_____
Planning & Organization	Demonstrates ability to systematically plan, organize and schedule time through establishing objectives, making assignments and establishing priorities; exhibits effectiveness in reviewing and evaluating past work and accomplishments as a basis for planning future activities.	_____
Fiscal Responsibility	Demonstrates ability to work within the Town-approved budget and purchasing policies/ procedures. Conserves organizational resources and brings fiscal recommendations to Town.	_____
Council Interaction	Works effectively with individual Council members and with the Council as a whole. Keeps appropriate parties informed regarding internal operations and system changes.	_____
Community Relations	Demonstrates initiative and ability in representing the Town and explaining its goals, operations, and accomplishments to the public, interested parties, and government representatives.	_____
Priorities	Follows instructions as to the priority of the assigned task by the Council, including strategic plans, goals, and understands the need for the specific order of business to accomplish priorities.	_____
Operations	Ensures efficient operation of the organization for all users.	_____
Staff Development	Establishes goals, priorities and responsibilities for staff. Ensures appropriate training and development. Ensures Town employs well-qualified, diverse staff to efficiently implement the Town's goals and objectives.	_____
Compliance	Ensures compliance with regulatory standards and coordinates with appropriate agencies and entities. Ensures compliance by others with all directives, policies and contracts.	_____
TOTAL	Add the ratings for each category above.	_____

Final Performance Score (round to 2 decimal points): TOTAL _____ ÷ 9 = _____

Reviewer Printed Name: _____

Reviewer Signature: _____ Date: _____

TOWN OF LOXAHATCHEE GROVES

Town Manager Performance Evaluation Summary

NAME: James S. Titcomb	DATE OF SUMMARY:
TITLE: Town Manager	DEPARTMENT: Administration
EVALUATION PERIOD: Beginning March 18, 2020	

Background: Council members used the following 5- point scale to rate the Town Manager's performance since March 18, 2020.

Rating	Meaning	Description
1	Unsatisfactory	Unacceptable performance; below expectations. Employee does not accomplish most or all position objectives.
2	Needs Improvement	Employee does not adequately accomplish objectives or fulfill all responsibilities Or, the employee is new to the position and tasks presently assigned are adequately performed as expected.
3	Satisfactory	Employee consistently meets, but does not exceed, performance objectives. Employee is fully competent and is satisfactorily performing the job.
4	Exceeds Expectations	Employee exceeds performance objectives on a regular basis. Employee is making a valuable contribution to the Town. Errors are infrequent and are typically detected and corrected by the employee.
5	Outstanding	Employee consistently exceeds performance objectives with virtually no detected preventable/controllable errors. Makes significant contributions well beyond normal job responsibilities. Individual requires little direction or supervision.

Council Member Name	Total Score	Divided by 9 Categories	Final Rating
Lisa El-Ramey		÷ 9	
Marg Herzog		÷ 9	
Phillis Maniglia		÷ 9	
Laura Danowski		÷ 9	
Robert Shorr		÷ 9	
TOTAL	Add the Final Ratings for each Council Member.		

Final Performance Score (round to 2 decimal points): TOTAL _____ ÷ 5 = _____