

Village of Wellington

*12300 Forest Hill Blvd
Wellington, FL 33414*



Meeting Agenda - Final

Tuesday, August 11, 2026

6:30 PM

Village Hall - Council Chambers

Village Council

*Michael J. Napoleone, Mayor
Maria Antuña, Vice Mayor
Amanda Silvestri, Councilwoman
Stephen A. Levin, Councilman
Johnny Meier, Councilman*

Childcare Available - The Village of Wellington offers childcare for attendees of the Council Meetings. To sign up, please email us at VillageClerk@wellingtonfl.gov by Noon of the day prior to the meeting

1. CALL TO ORDER

2. INVOCATION

Reverend Matthew Tees, St. David's in the Pines

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

**5. CONSIDERATION OF EXTENDED TIME REQUESTS BY INTERESTED PARTIES
FOR QUASI-JUDICIAL HEARINGS, IF ANY**

6. PRESENTATIONS AND PROCLAMATIONS

- A. [26-7706](#) RESOLUTIONS ADOPTING THE FY 2026-2027 BUDGETS AND ASSESSMENT RATES FOR THE ACME IMPROVEMENT DISTRICT, WELLINGTON SOLID WASTE COLLECTION AND SADDLE TRAIL PARK NEIGHBORHOOD IMPROVEMENT DISTRICT; AND A RESOLUTION ADOPTING THE FY 2026-2027 BUDGET FOR THE WATER AND WASTEWATER UTILITY.
- I. RESOLUTION NO. AC2026-06: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACME IMPROVEMENT DISTRICT ADOPTING THE DISTRICT BUDGET AND NON-AD VALOREM ASSESSMENT ROLL AS PROVIDED HEREIN; LEVYING OF THE NON-AD VALOREM ASSESSMENTS FOR THE DISTRICT AND APPOINTING AN AUTHORIZED REPRESENTATIVE OF THE DISTRICT FOR CERTIFICATION OF THE DISTRICT'S NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.
- II. RESOLUTION NO. AC2026-07: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACME IMPROVEMENT DISTRICT ADOPTING THE WATER AND WASTEWATER UTILITY BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AND PROVIDING AN EFFECTIVE DATE.
- III. RESOLUTION NO. R2026-39: A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL ADOPTING THE SOLID WASTE COLLECTION PROGRAM BUDGET AND NON-AD VALOREM ASSESSMENT ROLL AND LEVYING THE NON-AD VALOREM ASSESSMENTS FOR SOLID WASTE COLLECTION AND DISPOSAL WITHIN THE JURISDICTIONAL BOUNDARIES OF WELLINGTON; PROVIDING FOR RATES AND APPOINTING AN AUTHORIZED REPRESENTATIVE OF WELLINGTON TO CERTIFY THE SOLID WASTE COLLECTION NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.
- RESOLUTION NO. R2026-40: A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL ADOPTING THE SADDLE TRAIL PARK NEIGHBORHOOD IMPROVEMENT DISTRICT NON-AD VALOREM ASSESSMENT ROLL AS PROVIDED HEREIN; LEVYING OF THE NON-AD VALOREM ASSESSMENTS FOR THE AREA AND APPOINTING AN AUTHORIZED REPRESENTATIVE OF WELLINGTON FOR CERTIFICATION OF THE AREA'S NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

Approval of Resolution numbers AC2026-06, AC2026-07, R2026-39, and R2026-40 as presented adopting the FY 2026-2027 assessment rates and budgets, and appointing Mayor Michael J. Napoleone as the official authorized representative to certify the non-ad valorem assessment rolls.

7. CONSENT AGENDA

- A. [26-7851](#) MINUTES OF THE REGULAR WELLINGTON COUNCIL MEETING OF JULY 28, 2026

Council approval of the Minutes of the Regular Wellington Council Meeting of July 28, 2026.

- B. [26-7689](#) AUTHORIZATION TO RENEW MULTIPLE EXISTING CONTRACTS FOR UTILITY PROCESS CONTROL ANNUAL MAINTENANCE

Authorization to renew existing contracts with 1) Infamation Technologies Group, LLC dba ITG Technologies, 2) DNA Engineering LLC, and 3) Star Control Inc. for utility process control annual maintenance services, at a cost of approximately \$75,000 annually.

- C. [26-7690](#) AUTHORIZATION TO AWARD A CONTRACT TO PAYLE, INC. DBA VISUAL IMAGES FOR THE SUPPLY AND DELIVERY OF TROPHIES, PLAQUES AND MEDALS

Authorization to award a contract to Payle Inc. DBA Visual Images, for the supply and delivery of trophies, plaques and medals, for all recreational sports Village-wide, in the amount of approximately \$120,000 for the initial three-year term.

- D. [26-7692](#) AUTHORIZATION TO RENEW AN EXISTING MAINTENANCE CONTRACT FOR THE AMPHITHEATER LAWN AND BALL FIELDS LOCATED AT GREENBRIAR PARK AND SOUTH SHORE PARK

Authorization to renew an existing contract with Haverland Ag Innovations for the Maintenance of the Amphitheater Lawn and the ball fields located at Greenbriar Park and South Shore Park in the amount of \$248,057.00.

- E. [26-7835](#) AUTHORIZATION TO UTILIZE A CITY OF WEST PALM BEACH CONTRACT AS A BASIS FOR PRICING FOR THE INSTALLATION OF ROCK RIP RAP

Authorization to utilize a City of West Palm Beach contract with Murray Logan Construction, LLC. as a basis for pricing for the installation of rock rip rap at 130th Avenue and 50th Street and the southside of 50th Street across 120th Avenue, in the amount of \$132,100.00.

F. [26-7789](#) RESOLUTION NO. R2026-41 (DROWNING PREVENTION COALITION
"BUCKS" CERTIFICATE PROGRAM)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE DROWNING PREVENTION COALITION OF PALM BEACH COUNTY TO PROVIDE FOR VOUCHERS FOR FREE SWIMMING LESSONS UNDER THE "BUCK" PROGRAM FOR FISCAL YEAR 2026-2027; AND PROVIDING AN EFFECTIVE DATE.

Approval of the FY27 Drowning Prevention Coalition “Bucks” Program.

- G. [26-7845](#) RESOLUTION NO. R2026-37 RATIFYING THE AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES FOR THE PURPOSE OF RECEIVING A GRANT UNDER PROVISIONS OF THE INFLATION REDUCTION ACT PROGRAM FOR THE VILLAGE PARK TREE PLANTING PROJECT; AUTHORIZING THE SIGNATORY; AND RESOLUTION NO. R2026-38 FOR A BUDGET AMENDMENT TO ALLOCATE THE GRANT

RESOLUTION NO. R2026-37 (RATIFYING THE AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES FOR THE VILLAGE PARK TREE PLANTING PROJECT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES FOR THE PURPOSE OF RECEIVING A GRANT UNDER PROVISIONS OF THE INFLATION REDUCTION ACT PROGRAM FOR THE VILLAGE PARK TREE PLANTING PROJECT; AUTHORIZING THE SIGNATORY; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. R2026-38 (BUDGET AMENDMENT FOR FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES GRANT FUNDS OF \$50,000)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE FISCAL YEAR 2025-2026 GOVERNMENTAL CAPITAL FUND BUDGET FOR FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES GRANT FUNDS AWARDED FOR VILLAGE PARK TREE PLANTING PROJECT; AND PROVIDING AN EFFECTIVE DATE.

Approval of Resolution No. R2026-37 ratifying the Agreement with the Florida Department of Agriculture and Consumer Services (FDACS) for the Inflation Reduction Act Grant for the Village Park Tree Planting Project; and authorizing the Mayor, Village Manager, or Deputy Village Manager to enter into said agreement; and approval of Resolution No. R2026-38 for a budget amendment to allocate the \$50,000 in grant monies to the General Fund.

- H. [26-7810](#) RESOLUTION NO. R2026-32 (BUDGET AMENDMENT FOR REDUCED LICENSE FEE PAYMENT FROM WELLINGTON ATHLETICS, LLC IN THE AMOUNT OF \$477,000.00)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE FISCAL YEAR 2025-2026 GENERAL FUND BUDGET FOR THE FUNDING OF \$477,000.00 FOR REDUCED LICENSE FEE PAYMENT FROM WELLINGTON ATHLETICS, LLC; AND PROVIDING AN EFFECTIVE DATE.

Approval of Resolution No. R2026-32 Budget amendment for the reduced license fee payment from Wellington Athletics, LLC in the amount of \$477,000.00.

- I. [26-7852](#) RESOLUTION NO. R2026-42 (WALKSAFE & BIKESAFE)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL, ENCOURAGING THE SCHOOL DISTRICT OF PALM BEACH COUNTY TO EVALUATE AND CONSIDER IMPLEMENTING THE WALKSAFE® (K-5) AND BIKESAFE® (6-8) EVIDENCE-BASED PEDESTRIAN AND BICYCLE SAFETY CURRICULA; ENCOURAGING PUBLIC AND PRIVATE ELEMENTARY AND MIDDLE SCHOOLS TO PARTICIPATE IN NATIONAL WALK & ROLL TO SCHOOL DAY AND NATIONAL BIKE & ROLL TO SCHOOL DAY; ENCOURAGING THE USE OF AVAILABLE EDUCATIONAL RESOURCES; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve Resolution No. R2026-42 encouraging schools in Wellington to implement the WalkSafe and BikeSafe curricula and participation in the National Walk & Roll and Bike & Roll to School.

- J. [26-7853](#) APPROVAL OF SECOND AMENDMENT TO LAND SWAP AGREEMENT WITH MH WELLINGTON 2023 LLC

Approval of Second Amendment to Land Swap Agreement with MH Wellington 2023, LLC.

8. PUBLIC HEARINGS

- A. [26-7841](#) ORDINANCE NO. 2026-15 (INTERLOCAL SERVICE BOUNDARY AGREEMENT)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, ADOPTING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT (ISBA) WITH PALM BEACH COUNTY TO COORDINATE FUTURE LAND USE, PUBLIC FACILITIES, AND SERVICES IN ADVANCE OF FUTURE ANNEXATIONS WITHIN THE AREA DEFINED BY THE ISBA; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Approval of Ordinance No. 2026-15 adopting an Interlocal Service Boundary Agreement (ISBA) with Palm Beach County for the area north of Southern Boulevard, approximately ½-mile west of Lion Country Safari Road, as illustrated in the Ordinance.

- B. [26-7847](#) ORDINANCE NO. 2026-16 (AMENDING CHAPTER 22 OF WELLINGTON'S CODE OF ORDINANCES TO CLARIFY THE PENALTY FOR GOLF CART VIOLATIONS AND CREATE A NEW ARTICLE ADDRESSING THE OPERATION OF MICROMOBILITY DEVICES ON PUBLIC RIGHTS-OF-WAY)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING CHAPTER 22 OF WELLINGTON'S CODE OF ORDINANCES, TITLED "TRAFFIC AND VEHICLES", TO CLARIFY THE PENALTY FOR GOLF CART VIOLATIONS IN SECTION 22-34 AND TO CREATE A NEW ARTICLE VII, SECTIONS 22-46 THROUGH 22-50, TITLED "MICRO-MOBILITY DEVICES", GOVERNING THE USE OF MICRO-MOBILITY DEVICES ON PUBLIC RIGHTS-OF-WAY IN WELLINGTON, CONSISTENT WITH STATE LAW; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Approval of Ordinance No. 2026-16 amending Chapter 22 of the Code of Ordinances to clarify the penalty for golf cart violations in section 22-34 and create a new Article VII, Sections 22-46 through 22-50, governing the operation of micro-mobility devices on public rights-of-way in Wellington consistent with state law.

- C. [26-7850](#) ORDINANCE NO. 2026-17 (OPERATION OF NON-HUMAN POWERED MICRO-MOBILITY DEVICES)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING CHAPTER 14, ARTICLE I, DIVISION 1, SECTIONS 14-1 (DEFINITIONS), 14-3 (ENFORCEMENT AUTHORITY), AND 14-4 (PENALTIES) OF THE CODE OF ORDINANCES TO INCLUDE A DEFINITION OF NEIGHBORHOOD PARK AND CLARIFY THAT VIOLATIONS OF THIS CHAPTER MAY BE ENFORCED BY LAW ENFORCEMENT OFFICERS; AMENDING CHAPTER 14, ARTICLE II, DIVISION 2, SECTION 14-21 (GAME AND SPORT ACTIVITY) OF THE CODE OF ORDINANCES TO CLARIFY THAT BICYCLES, SCOOTERS, AND OTHER SIMILAR ACTIVITIES ARE PROHIBITED INSIDE NEIGHBORHOOD PARKS AND IN OTHER PUBLIC RECREATIONAL AREAS; AND AMENDING CHAPTER 14, ARTICLE III, DIVISION 4, SECTION 14-26 (USE OF VEHICLES) OF THE CODE OF ORDINANCES TO PROHIBIT NON-HUMAN POWERED MICROMOBILITY DEVICES IN CERTAIN WELLINGTON PARKS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Approval of Ordinance No. 2026-17 amending Chapter 14 of the Code of Ordinances to prohibit the operation of non-human powered micromobility devices in certain Wellington parks or portions of Wellington parks and to clarify definitions and enforcement.

9. REGULAR AGENDA**A. [26-7831](#) 13492 EXOTICA LANE REQUEST FOR LIEN REDUCTION**

Consideration of code compliance lien reduction request by the property owner from \$168,689.11 to \$1,000.00, for the property at 13492 Exotica Lane.

10. PUBLIC COMMENT**11. ATTORNEY'S REPORT****12. VILLAGE MANAGER'S REPORT****13. COUNCIL REPORTS****14. ADJOURNMENT****NOTICE**

If a person decides to appeal any decision made by the Village Council with respect to any matter considered at this meeting, you will need a record of the proceedings, and you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The above notice is required by State Law. Anyone desiring a verbatim transcript shall have the responsibility, at his own cost, to arrange for the transcript).

Pursuant to the provision of the Americans With Disabilities Act: any person requiring special accommodations to participate in these meetings, because of a disability or physical impairment, should contact the Village Manager's Office (561) 791-4000 at least five calendar days prior to the Hearing.



Legislation Text

File #: 26-7706, Version: 1

ITEM: RESOLUTIONS ADOPTING THE FY 2026-2027 BUDGETS AND ASSESSMENT RATES FOR THE ACME IMPROVEMENT DISTRICT, WELLINGTON SOLID WASTE COLLECTION AND SADDLE TRAIL PARK NEIGHBORHOOD IMPROVEMENT DISTRICT; AND A RESOLUTION ADOPTING THE FY 2026-2027 BUDGET FOR THE WATER AND WASTEWATER UTILITY.

- I. RESOLUTION NO. AC2026-06: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACME IMPROVEMENT DISTRICT ADOPTING THE DISTRICT BUDGET AND NON-AD VALOREM ASSESSMENT ROLL AS PROVIDED HEREIN; LEVYING OF THE NON-AD VALOREM ASSESSMENTS FOR THE DISTRICT AND APPOINTING AN AUTHORIZED REPRESENTATIVE OF THE DISTRICT FOR CERTIFICATION OF THE DISTRICT'S NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.**
- II. RESOLUTION NO. AC2026-07: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACME IMPROVEMENT DISTRICT ADOPTING THE WATER AND WASTEWATER UTILITY BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AND PROVIDING AN EFFECTIVE DATE.**
- III. RESOLUTION NO. R2026-39: A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL ADOPTING THE SOLID WASTE COLLECTION PROGRAM BUDGET AND NON-AD VALOREM ASSESSMENT ROLL AND LEVYING THE NON-AD VALOREM ASSESSMENTS FOR SOLID WASTE COLLECTION AND DISPOSAL WITHIN THE JURISDICTIONAL BOUNDARIES OF WELLINGTON; PROVIDING FOR RATES AND APPOINTING AN AUTHORIZED REPRESENTATIVE OF WELLINGTON TO CERTIFY THE SOLID WASTE COLLECTION NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.**
- IV. RESOLUTION NO. R2026-40: A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL ADOPTING THE SADDLE TRAIL PARK NEIGHBORHOOD IMPROVEMENT DISTRICT NON-AD VALOREM ASSESSMENT ROLL AS PROVIDED HEREIN; LEVYING OF THE NON-AD VALOREM ASSESSMENTS FOR THE AREA AND APPOINTING AN AUTHORIZED REPRESENTATIVE OF WELLINGTON FOR CERTIFICATION OF THE AREA'S NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.**

REQUEST: Approval of Resolution numbers AC2026-06, AC2026-07, R2026-39, and R2026-40 as presented adopting the FY 2026-2027 assessment rates and budgets, and appointing Mayor Michael J. Napoleone as the official authorized representative to certify the non-ad valorem assessment rolls.

EXPLANATION:

I. Resolution No. AC2026-06 sets forth the Acme Improvement District budget and related non-ad valorem assessment for Fiscal Year 2026-2027.

The budget for the Acme Improvement District totals **\$7.9 million** at the non-ad valorem assessment rate of **\$275 per assessment unit excluding Palm Beach Polo sub-units** and **\$305 per Palm Beach Polo sub-unit**. Both per-unit assessment rates are the same as the prior year. The rates are equal to the proposed

assessments approved for Truth in Millage (TRIM) purposes on June 30, 2026. The proposed budget is down \$211,000, or -2.8% from the FY 2026 budget. The Acme Improvement District budget requires the appropriation of \$541,041 in reserves to balance the budget and fund all operations, maintenance and capital expense.

The proposed District budget funds:

- 14 permanent and 1 part-time position; no change from last year
- Operating services and supplies, decreasing 9.7%
- Total capital investment of \$3.0 million in surface water management system and improvements and equipment.

II. Resolution No. AC2026-07 sets forth the Water and Wastewater Utility budget for Fiscal Year 2026-2027. Pursuant to the 2023 utility rate study recommendations and annual capital plan updates, the water and wastewater rates effective for FY 2026-2027 are proposed to increase by the CPI of 5.08% for most rates. The utility rate schedule is provided in the resolution attachments. The average customer using 5,000 gallons per month will pay \$4.79 more per month, or about \$57.00 per year. All utility customers have been notified of the proposed rates as well as the date of this Council meeting. The revenue generated by the higher rates will fund the increased cost of needed capital renewal & replacement (R & R) and improvement projects to keep the utility system compliant and reliable.

The budget for the utility totals **\$38.6 million** excluding depreciation, and is an increase of \$2.3 million from the FY 2025-2026 budget of \$36.3 million. The increase is due to higher capital project funding.

The proposed budget funds:

- 64 permanent positions
- 7 supplemental positions in utilities and field services administration, customer service, water plant operations, and wastewater collection
- Operating services and supplies, increasing 1.7%
- Total capital investment of \$11.5 million in Utility systems R & R and improvement

III. Resolution No. R2026-39 adopting the Solid Waste Collection and Recycling Program budget and non-ad valorem assessment rates for Fiscal Year 2026-2027.

The budget for the Solid Waste Collection Program totals **\$8.1 million** excluding depreciation. Solid Waste assessment rates are proposed at **\$325 per curbside unit and \$240 per containerized unit**. This is an increase from last year's rates by \$5 for both curbside pickup and containerized collection, and the proposed rates are equal to the preliminary assessments approved for TRIM purposes on May 12, 2026. The contract will renew on October 1, 2026 with an increase of 4.44%, based on contract terms under current CPI rates. The contract cost is projected to increase approximately \$267,000 for FY 2027 as a result of the CPI adjustment. The Solid Waste budget is balanced at the proposed rates with a budgeted increase to reserves of \$279,000.

The contract provides for Commercial and Special Services rates and authorizes Wellington to collect, at the time of issuance of the Certificate of Occupancy to newly-constructed residential units, the same Solid Waste Collection and Recycling fee on a pro-rata basis, as all other residential units pay through the annual property assessment process. Funds received from the collection of the disposal fee will be used to compensate the Contractor for their disposal costs not covered by fees collected through the annual property assessment from assessed residential units. The fee collected is at the same rate as that collected by the Solid Waste Authority of Palm Beach County for disposal costs.

The Resolution also presents the Solid Waste Disposal rates for FY 2026-2027. The Solid Waste Authority

assessment for single family units is *proposed* at \$217 (up \$12) per Single Family unit and \$122 (up \$8) per Multi-family/Containerized unit (final adoption of rates is in August).

IV. Resolution No. R2026-40 adopts the Saddle Trail Park Neighborhood Improvement District non-ad valorem assessment rates for Fiscal Year 2026-2027. The budget for the assessment revenue totals **\$271,000** (adjusted for 5% discounts) in the Debt Service Fund and are assigned for payment of the 15-year bond issued in 2016. The Debt Service Fund allocation is adopted at the September budget hearings for the governmental funds.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: YES **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY:

FISCAL IMPACT: Approval of the foregoing resolutions adopts the budgets and non-ad valorem assessments for the Acme Improvement District, Wellington Solid Waste and the Saddle Trail Park Neighborhood Improvement District; and adopts the budget for the Water & Wastewater Utility for Fiscal Year 2026-2027.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Resolution numbers AC2026-06, AC2026-07, R2026-39, and R2026-40 as presented adopting the FY 2026-2027 assessment rates and budgets, and appointing Mayor Michael J. Napoleone as the official authorized representative to certify the non-ad valorem assessment rolls.

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A RESOLUTION OF THE BOARD OF SUPERVISORS OF ACME IMPROVEMENT DISTRICT ADOPTING THE DISTRICT BUDGET AND NON-AD VALOREM ASSESSMENT ROLL AS PROVIDED HEREIN; LEVYING OF THE NON-AD VALOREM ASSESSMENTS FOR THE DISTRICT AND APPOINTING AN AUTHORIZED REPRESENTATIVE OF THE DISTRICT FOR CERTIFICATION OF THE DISTRICT'S NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 2003-330, Laws of Florida, and specified provisions of Chapter 298, Florida Statutes, provide that the Board of Supervisors of Acme Improvement District shall consider and adopt an annual budget for the District; and

WHEREAS, Chapter 2003-330, Laws of Florida and specified provisions of Chapter 298, Florida Statutes, provide that the Board of Supervisors, in accordance with the District's budget, shall levy non-ad valorem assessments upon designated lands lying within the jurisdictional boundaries of the District; and

WHEREAS, Section 197.3632, Florida Statutes, requires the Board of Supervisors of the District to adopt a Non-Ad Valorem Assessment Roll; and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the Board of Supervisors of the District to designate an authorized representative of the District to certify the District's Non-Ad Valorem Assessment Roll to the Tax Collector of Palm Beach County, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ACME IMPROVEMENT DISTRICT that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The proposed budget attached hereto is hereby made a part hereof and adopted as the budget for the District's Fiscal Year 2026-2027, except as said budget may be otherwise modified or adjusted in accordance with the laws of the State of Florida.

SECTION 3. The District's non-ad valorem special assessments shall be levied in accordance with the herein above adopted budget, except as said levy may be otherwise modified or adjusted in accordance with the laws of the State of Florida.

SECTION 4. The District's Non-Ad Valorem Assessment Rates for Fiscal Year 2026-2027, per computed acre, are hereby adopted as follows:

- 46 1. Acme Improvement District Surface Water Management, District Roads and
47 Parks, and Stormwater Capital Improvements, Palm Beach Polo sub-unit
48 AFPAF1M: \$305.00 per unit. Approximate units and total assessed amount:
49

50 Acme Improvement District
51 Palm Beach Polo Units 1,748 Units \$506,483 Total
52

- 53 2. Acme Improvement District Surface Water Management, District Roads and
54 Parks, and Stormwater Capital Improvements, all units excluding Palm Beach
55 Polo sub-unit: \$275.00 per unit. Approximate units and total assessed amount:
56

57 Acme Improvement District
58 All Other Units 24,684 Units \$6,448,695 Total
59

60 **SECTION 5.** The District's Non-Ad Valorem Assessment Roll is hereby adopted,
61 except as said Non-Ad Valorem Assessment Roll may be otherwise modified or adjusted
62 in accordance with the laws of the State of Florida.
63

64 **SECTION 6.** The District's Non-Ad Valorem Assessment Roll as adopted is to be
65 continued to be collected from year to year until discontinued.
66

67 **SECTION 7.** In accordance with Section 197.3632(5), Florida Statutes, Michael J.
68 Napoleone, President of Acme Improvement District, is hereby designated and authorized
69 to certify the Fiscal Year 2026-2027 Acme Improvement District's Non-Ad Valorem
70 Assessment Roll to the Tax Collector of Palm Beach County, Florida.
71

72 **SECTION 8.** This Resolution shall take effect immediately upon adoption.
73

74 **PASSED AND ADOPTED** this ____ day of _____, 2026.
75

76 **ATTEST:**
77

ACME IMPROVEMENT DISTRICT
78

79 By: _____
80 Chevelle Hall, MMC, Secretary
81

By: _____
Michael J. Napoleone, President
82

83 **APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**
84
85

86 By: _____
87 Laurie S. Cohen, Board Attorney

**Village of Wellington
Acme Improvement District Budget
FY 2026-2027**

	Proposed FY 2027 Budget
REVENUES	
Taxes:	
Non Ad Valorem Assessments	\$ 6,955,729
Licenses & Permits	-
Charges for Services	322,000
Miscellaneous	20,000
Interest	77,000
Appropriation of Reserves	541,071
TOTAL REVENUES	\$ 7,915,800
EXPENDITURES	
<i>Physical Environment:</i>	
Surface Water Management	3,381,614
Equestrian Trails	728,002
Preserve Maintenance	582,384
Non-Departmental	52,800
<i>Total Physical Environment</i>	\$ 4,744,800
<i>Capital Outlay</i>	\$ 2,613,000
<i>Debt Service</i>	
<i>Transfers Out:</i>	
Indirect Cost Allocation	\$ 558,000
<i>Total Transfers Out</i>	\$ 558,000
<i>Increase to Reserves</i>	-
TOTAL EXPENDITURES	\$ 7,915,800

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**Acme Improvement District
Utility System Budget
FY 2026-2027**

	Proposed FY 2027 Budget
OPERATING REVENUES	
Charges for Services	\$ 34,954,639
Other Permits & Fees	120,000
Interest	507,000
Miscellaneous	46,000
Proceeds from Borrowing	-
Use of Unrestricted Reserves	1,976,064
CAPACITY FEES	
Water Capacity	400,000
Sewer Capacity	400,000
Fire Line Capacity	200,000
TOTAL REVENUES	\$ 38,603,703
EXPENDITURES	
Operating	
Utility Administration	\$ 3,777,355
Water Treatment Plant	4,756,012
Water Distribution	1,690,796
Water Meter Services	481,250
Field Services Admin	614,529
Utility Plant Maintenance	1,127,999
Water Reclamation Facility	3,245,956
Wastewater Collection	1,637,452
Utility Customer Service	1,595,428
Regulatory Compliance	479,809
Non-Departmental	1,793,600
Total Operating Expenditures	\$ 21,200,186
Transfers	
Indirect Cost Allocation	3,507,000
Total Operating Transfers	\$ 3,507,000
Debt Service	
Debt Issuance Costs	\$ -
Principal & Interest on Bonds	1,667,225
Interest on deposits	-
Total Debt Service	\$ 1,667,225
Capital Outlay	
Fixed Assets	\$ 729,292
System Expansion Projects	-
System Maintenance Projects	11,500,000
Total Capital Outlay	\$ 12,229,292
Increase to Reserves	
TOTAL EXPENDITURES	\$ 38,603,703

Note: Depreciation is not included

WELLINGTON
WATER AND WASTEWATER RATES AND CHARGES FISCAL YEAR 2026/2027
Beginning October 1, 2026
INSIDE VILLAGE LIMITS

INSIDE VILLAGE	WATER		WASTEWATER	
	FY 2026	FY 2027	FY 2026	FY 2027
SINGLE METER RESIDENTIAL				
Monthly Base Facility Rate	29.53	31.05	28.18	29.60
Usage Charge (cost per thousand gallons)				
0 - 6,000 Gallons	3.36	3.55	3.12	3.30
6,001 - 15,000 Gallons	5.00	5.25	3.12	3.30 *
15,001 - 25,000 Gallons	6.68	7.00		
Over 25,000 Gallons	10.97	11.55		
MASTER METER RESIDENTIAL (PER UNIT)				
Monthly Base Facility Rate	24.92	26.20	23.41	24.60
Usage Charge (cost per thousand gallons)				
0 - 6,000 Gallons	3.36	3.55	3.12	3.30
6,001 - 12,000 Gallons	5.00	5.25	3.12	3.30 *
12,001 - 20,000 Gallons	6.68	7.00		
Over 20,000 Gallons	10.97	11.55		
<i>* For residential service, wastewater charges are capped at the consumption range referenced above.</i>				
COMMERCIAL AND IRRIGATION				
Monthly Base Facility Rate - based on meter size				
5/8" & 3/4" Meter	29.53	31.05	28.18	29.60
1" Meter	64.33	67.60	64.70	68.00
1 1/2" Meter	122.05	128.25	125.48	131.85
2" Meter	191.60	201.35	198.32	208.40
3" Meter	376.97	396.10	393.05	413.00
4" Meter	585.30	615.05	611.90	643.00
6" Meter	1,164.57	1,223.75	1,220.03	1,282.00
8" Meter and Above	2,081.18	2,186.90	2,172.05	2,282.40
COMMERCIAL USAGE				
Block 1 (All Flow)	4.32	4.55	3.12	3.30
IRRIGATION USAGE				
0 - 15,000 Gallons	5.00	5.25	N/A	N/A
Over 15,000 Gallons	6.68	7.00	N/A	N/A
VACANT LOT STANDBY CHARGE	17.96	18.85	19.10	20.05

NOTE: OUTSIDE VILLAGE BOUNDARIES, ADD A 25% SURCHARGE TO ALL RATES AND CHARGES LISTED

WELLINGTON
WATER AND WASTEWATER RATES AND CHARGES FISCAL YEAR 2026/2027
Beginning October 1, 2026
through
June 30, 2027
OUTSIDE VILLAGE LIMITS

	WATER		WASTEWATER	
OUTSIDE VILLAGE	FY 2026	FY 2027	FY 2026	FY 2027
<i>SINGLE METER RESIDENTIAL</i>				
Monthly Base Facility Rate	36.93	38.80	35.22	37.00
Usage Charge (cost per thousand gallons)	-	-		
0 - 6,000 Gallons	4.20	4.45	3.90	4.15
6,001 - 15,000 Gallons	6.23	6.55	3.90	4.15 *
15,001 - 25,000 Gallons	8.35	8.75		
Over 25,000 Gallons	13.70	14.45		
<i>MASTER METER RESIDENTIAL (PER UNIT)</i>				
Monthly Base Facility Rate	31.15	32.75	29.26	30.75
Usage Charge (cost per thousand gallons)				
0 - 6,000 Gallons	4.20	4.45	3.90	4.15
6,001 - 12,000 Gallons	6.23	6.55	3.90	4.15 *
12,001 - 20,000 Gallons	8.35	8.75		
Over 20,000 Gallons	13.70	14.45		
* For residential service, wastewater charges are capped at the consumption range referenced above.				
<i>COMMERCIAL AND IRRIGATION</i>				
Monthly Base Facility Rate - based on meter size				
5/8" & 3/4" Meter	36.93	38.80	35.22	37.00
1" Meter	80.40	84.50	80.87	85.00
1 1/2" Meter	152.56	160.30	156.86	164.80
2" Meter	239.51	251.70	247.91	260.50
3" Meter	471.21	495.15	491.31	516.25
4" Meter	731.61	768.80	764.88	803.75
6" Meter	1,455.71	1,529.70	1,525.02	1,602.50
8" Meter and Above	2,601.47	2,733.65	2,715.07	2,853.00
<i>COMMERCIAL USAGE</i>				
Block 1 (All Flow)	5.39	5.70	3.90	4.15
<i>IRRIGATION USAGE</i>				
0 - 15,000 Gallons	6.23	6.55	N/A	N/A
Over 15,000 Gallons	8.35	8.75	N/A	N/A
<i>VACANT LOT STANDBY CHARGE</i>	22.44	23.55	23.87	25.05
NOTE: OUTSIDE VILLAGE BOUNDARIES, A 25% SURCHARGE IS INCLUDED				

WELLINGTON
WATER AND WASTEWATER MISCELLANEOUS CHARGES
FISCAL YEAR 2026/2027
Beginning October 1, 2027

INSIDE VILLAGE					
METER CHARGES & DEPOSITS			Customer Deposit		
Meter Size	Meter Charge (new meter installation)	Hydrant Meter Deposit	Water	Sewer	
5/8" & 3/4" Meter	609.90	500.00	96.30	96.30	
1" Meter	802.50	500.00	240.75	240.75	
1 1/2" Meter	1,075.35	500.00	481.50	481.50	
2" Meter	1,284.00	500.00	770.40	770.40	
3" Meter	1,444.45	500.00	1,540.75	1,540.75	
4" Meter	1,765.45	500.00	2,407.45	2,407.45	
6" Meter	2,615.20	500.00	3,566.15	3,566.15	
8" Meter and Above	3,485.55	500.00	4,752.95	4,752.95	
FIRE LINE BASE FACILITY RATES		Base Facility Rate			
2"	15.25				
3"	30.50				
4"	48.15				
6"	96.30				
8" and Above	128.65				
RESIDENTIAL CAPACITY CHARGES			Water	Sewer	
Less than 1" Meter			3,230.00	3,085.00	
1" Meter			8,075.00	7,712.00	
RESIDENTIAL MASTER METER (per unit)			3,165.00	2,221.00	
COMMERCIAL CAPACITY CHARGES			Water	Sewer	
5/8" & 3/4" Meter			3,230.00	3,085.00	
1" Meter			8,075.00	7,712.00	
1 1/2" Meter			16,150.00	15,425.00	
2" Meter			25,840.00	24,680.00	
3" Meter			51,680.00	49,360.00	
4" Meter			80,750.00	77,125.00	
6" Meter			161,500.00	154,250.00	
8" Meter and Above			By Analysis	By Analysis	
FIRE LINE CAPACITY CHARGES		All Customers			
4" and Below	45,000.00				
6"	90,000.00				
8" and Above	144,000.00				
MISCELLANEOUS CHARGES		All Customers			
Account Application/Service Initiation	41.00				
Account Transfer	41.00				
Meter Installation/Sewer Tap Inspection	41.00				
Delinquent Account Charge	Greater of 2% or 16.00				
Service Calls			Water	Sewer	
Normal Hours			90.00	200.00	
After Hours			289.00	289.00	
Wastewater Line Inspection Service				228.00	
Meter Test Fee (if meter is correct)					
2" Meter or Smaller			217.00		
Greater Than 2" Meter			Actual Cost plus Labor		
Unauthorized Connection/					
Tampering per incident			494.00		
Grease Trap Inspection Fee			265.00		
Backflow Preventor Administration Fee			50.00		
Assessment Charges			35.90		
Return Check Charge					
Face Value Up To \$50			25.00		
Face Value Between \$51 - \$300			30.00		
Face Value Greater Than \$300			Greater of \$40 or 5%		
Face Value Greater Than \$800			5% of Face Value		

NOTE: OUTSIDE VILLAGE BOUNDARIES, ADD A 25% SURCHARGE TO ALL RATES AND CHARGES LISTED

WELLINGTON
WATER AND WASTEWATER MISCELLANEOUS CHARGES FISCAL YEAR 2026/2027
Beginning October 1, 2026
through
June 30, 2027

OUTSIDE VILLAGE				
METER CHARGES & DEPOSITS		Hydrant Meter	Customer Deposit	
Meter Size	Meter Charge	Deposit	Water	Sewer
5/8" & 3/4" Meter	762.40	500.00	120.40	120.40
1" Meter	1,003.15	500.00	300.95	300.95
1 1/2" Meter	1,344.20	500.00	601.90	601.90
2" Meter	1,605.00	500.00	963.00	963.00
3" Meter	1,805.55	500.00	1,925.95	1,925.95
4" Meter	2,206.80	500.00	3,009.30	3,009.30
6" Meter	3,269.00	500.00	4,457.70	4,457.70
8" Meter and Above	4,356.95	500.00	5,941.20	5,941.20
FIRE LINE BASE FACILITY RATES		Base Facility Rate		
2"		19.05		
3"		38.15		
4"		60.20		
6"		120.40		
8" and Above		160.80		
RESIDENTIAL CAPACITY CHARGES			Water	Sewer
Less than 1" Meter	-		4,037.00	3,856.00
1" Meter	-		10,093.00	9,640.00
RESIDENTIAL MASTER METER (per unit)			3,956.00	2,776.00
COMMERCIAL CAPACITY CHARGES			Water	Sewer
5/8" & 3/4" Meter			4,037.00	3,856.00
1" Meter			10,093.00	9,640.00
1 1/2" Meter			20,187.00	19,281.00
2" Meter			32,300.00	30,850.00
3" Meter			64,600.00	61,700.00
4" Meter			100,937.00	96,406.00
6" Meter			201,875.00	192,812.00
8" Meter and Above			By Analysis	By Analysis
FIRE LINE CAPACITY CHARGES		All Customers		
4" and Below		56,250.00		
6"		112,500.00		
8" and Above		180,000.00		
MISCELLANEOUS CHARGES		All Customers		
Account Application/Service Initiation		51.00		
Account Transfer		51.00		
Meter Installation/ Sewer Tap Inspection		51.00		
Delinquent Account Charge Greater of 2% or		16.00		
Service Calls			Water	Sewer
Normal Hours			112.00	250.00
After Hours			362.00	362.00
Wastewater Line Inspection Service				285.00
Meter Test Fee (if meter is correct)				
2" Meter or Smaller		271.00		
Greater Than 2" Meter		Actual Cost plus Labor		
Unauthorized Connection/ Tampering				
per incident		494.00		
Grease Trap Inspection Fee		332.00		
Backflow Preventor Administration Fee		62.00		
Assessment Charges		35.90		
Return Check Charge				
Face Value Up To \$50		25.00		
Face Value Between \$51 - \$300		30.00		
Face Value Greater Than \$300		Greater of \$40 or 5%		
Face Value Greater Than \$800		5% of Face Value		

NOTE: OUTSIDE VILLAGE BOUNDARIES, A 25% SURCHARGE IS INCLUDED

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A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL ADOPTING THE SOLID WASTE COLLECTION PROGRAM BUDGET AND NON-AD VALOREM ASSESSMENT ROLL AND LEVYING THE NON-AD VALOREM ASSESSMENTS FOR SOLID WASTE COLLECTION AND DISPOSAL WITHIN THE JURISDICTIONAL BOUNDARIES OF WELLINGTON; PROVIDING FOR RATES AND APPOINTING AN AUTHORIZED REPRESENTATIVE OF WELLINGTON TO CERTIFY THE SOLID WASTE COLLECTION NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS Wellington, Florida’s adopted Ordinance No. 98-17, which is codified as Chapter 46 “Solid Waste” of the Wellington Council Code of Ordinances, establishing a mandatory Solid Waste Collection Program for Wellington; and

WHEREAS, Chapter 46 “Solid Waste” requires Wellington to implement the Solid Waste Collection Program by adopting rates for all customers, accounts, and Dwelling Units which require Residential Solid Waste Collection services as required by Wellington; and

WHEREAS, Wellington desires to charge those customers, accounts, and Dwelling Units requiring residential curbside and containerized service as required by Wellington's Solid Waste Collection Program pursuant to the procedures in Section 197.3632, Florida Statutes and otherwise known as the "uniform method"; and

WHEREAS, Wellington has completed a review of said rate schedules and annual Solid Waste Collection Non-Ad Valorem Assessment Roll; and

WHEREAS, Section 197.3632, Florida Statutes, requires Wellington, when adopting the Solid Waste Collection Non-Ad Valorem Assessment Roll, to specify the unit of measurement for the assessment and the amount of the assessment as defined in Chapter 46 "Solid Waste" and as defined in the Solid Waste and Recycling Collection Agreement executed between Wellington and Contractor; and

WHEREAS, the Wellington Council is required to consider and adopt a budget for Wellington to levy non-ad valorem assessments for the Solid Waste Collection Program upon designated lands lying within the jurisdictional boundaries of Wellington in accordance with Wellington's budget; to adopt a non-ad valorem assessment roll; and to designate an authorized representative of Wellington to certify Wellington's non-ad valorem assessment roll to the Tax Collector of Palm Beach County, Florida for the Solid Waste Collection Program; and

WHEREAS, Wellington desires to charge all Non-Assessed Residential Units resulting from new construction during the year or post-January 1, 2026 annexation of property into Wellington that require Solid Waste Disposal services which costs are not

assessed by Wellington or the Solid Waste Authority of Palm Beach County, Florida (Authority) pursuant to the procedures in Section 197.3632, Florida Statutes; and

WHEREAS, Wellington has awarded a Solid Waste and Recycling Collection Agreement ("Contract") for the performance of specified solid waste and recycling collection services; and

WHEREAS, Wellington has agreed to compensate the Contractor for disposal costs associated with newly constructed Residential Collection Units which are not assessed by Wellington or the Authority pursuant to the Uniform Method of Collection of Non-Ad Valorem Assessments ("Uniform Method"); and

WHEREAS, the Authority collects fees for all or a portion of the cost of processing and disposing of solid waste and recycling materials from all improved property in Palm Beach County using the Uniform Method; and

WHEREAS, the Contractor invoices and collects the cost of disposal from commercial customers resulting from new construction during the year once a certificate of occupancy (CO) has been issued by Wellington to such customer at the time the account is established between the Contractor and the commercial customer; and

WHEREAS, it is the policy of Wellington that the Solid Waste Management Program be fiscally self-supporting as an enterprise fund operation requiring all improved properties located within Wellington to pay for the full costs of Solid Waste services, including Contract services provided; and

WHEREAS, Wellington desires all Non-Assessed Residential Units to pay for the Contract services provided pursuant to the Solid Waste Management and Mandatory Solid Waste and Recycling Collection Program; and

WHEREAS, Wellington has completed a review of said rates.

NOW, THEREFORE, BE IT RESOLVED BY WELLINGTON, FLORIDA'S COUNCIL that:

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

SECTION 2: The terms used herein have the meaning set out in Chapter 46 "Solid Waste".

SECTION 3: The Solid Waste Collection Program Budget attached hereto is hereby adopted as the Solid Waste Collection Program Budget for Wellington's Fiscal Year 2026-2027, except as said Budget may be otherwise modified or adjusted in accordance with the laws of the State of Florida.

SECTION 4: The Solid Waste Collection Non-Ad Valorem Assessments shall be levied in accordance with the herein adopted Solid Waste Collection Program Budget, except as said levy may be otherwise modified or adjusted in accordance with the laws of the State of Florida.

SECTION 5: The Solid Waste Collection Non-Ad Valorem Assessment Rates for Residential Assessed Units within Wellington shall be Three Hundred Twenty-Five Dollars (\$325.00) for curbside service and Two Hundred Forty Dollars (\$240.00) for container service. The Solid Waste Collection Non-Ad Valorem Assessment Rates shall be for the Fiscal Year 2026-2027 and shall become effective October 1, 2026.

SECTION 6: The Solid Waste Collection Non-Ad Valorem Assessment Roll is hereby adopted, except as said Solid Waste Collection Non-Ad Valorem Assessment roll may be otherwise modified or adjusted in accordance with the laws of the State of Florida.

SECTION 7: The Solid Waste Collection Non-Ad Valorem Assessment Roll as adopted is to be continued to be collected from year to year until discontinued.

SECTION 8: Michael J. Napoleone, Mayor of Wellington, is hereby designated and authorized to certify Wellington's 2026-2027 Solid Waste Collection Non-Ad Valorem Assessment Roll.

SECTION 9: Wellington does hereby adopt fees for the purpose of providing for the collection of Solid Waste Disposal Costs from Non-Assessed Residential Units for newly constructed structures and post-January 1, 2026 annexations into Wellington and located within the Service Area which are not subject to collection pursuant to the Uniform Method as authorized by Florida Statutes by either Wellington or the Authority.

The rates to be applied to Non-Assessed Residential Units for Solid Waste Disposal Costs shall be prorated based on the Certificate of Occupancy date and disposal costs determined by the Solid Waste Authority of Palm Beach County. Wellington has an Agreement with the Authority which provided, among other things, for the collection of fees from Assessed Residential Units for the Disposal Cost of Solid Waste using the Uniform Method. Wellington shall collect fees from Non-Assessed Residential Units in accordance with disposal costs and rates established by the Authority and the provisions of the Solid Waste Management Program adopted by Wellington.

a. All fees collected from Non-Assessed Residential Units will be deposited into funds for the benefit of the Solid Waste Enterprise Fund.

b. The non-payment of the fees for Non-Assessed Residential Unit Solid Waste Disposal service shall not constitute a lien on the property of the Applicant which has not paid such fees.

No fee shall be collected from a newly constructed commercial unit since the invoicing and collection of disposal costs are the responsibility of the Contractor and commence immediately upon establishment of the account for service. Calculating a commercial unit Solid Waste Disposal Cost shall be done in accordance with the formula

contained in the Contract and shall be included in the customer's disclosure notice provided by the Contractor.

SECTION 10: The Schedule of Rates for Commercial Solid Waste Collection service, as set forth in the Contract, is hereby adopted as the Commercial Rates. The rates for Commercial Solid Waste Collection service shall be billed by the Contractor granted a Franchise Agreement to provide exclusive collection services to this class of service as defined in the Solid Waste and Recycling Collection Agreement. A written agreement between the Contractor and each commercial customer or account shall be required and entered into regarding the level and type of service to be provided and manner of collection of fees. The Schedule of Rates in the Contract for Commercial Solid Waste Collection service shall become effective October 1, 2026.

SECTION 11: The Schedule of Rates to be charged for special services at the request of the customer and for container rentals, as set forth in the Contract, is hereby adopted. The Schedule of Special Rates and Container Rental Rates shall become effective October 1, 2026.

SECTION 12: A copy of this Resolution shall be kept on file with Wellington's Clerk and shall be open to inspection to all interested parties.

SECTION 13: If any clause, section, or provision of this Resolution shall be declared by a court of competent jurisdiction to be unconstitutional or invalid for any cause or reason, only such portion shall be eliminated from this Resolution and the remainder of this Resolution shall continue in full force and effect and shall be construed to fulfill the intent of this Resolution so as to be a valid as if such invalid portion thereof had not been incorporated therein.

SECTION 14: This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

ATTEST:

VILLAGE OF WELLINGTON

By: _____
Chevelle Hall, MMC, Village Clerk

By: _____
Michael J. Napoleone, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Laurie S. Cohen, Village Attorney

**VILLAGE OF WELLINGTON
SOLID WASTE COLLECTION & RECYCLING PROGRAM BUDGET
FY 2026-2027**

	Proposed FY 2027 Budget
SYSTEM REVENUES	
Solid Waste Collection Assessments	\$ 7,574,964
Charges for Services	2,500
Permits & Fees	-
Franchise Fees	450,000
Intergovernmental Revenue	-
Interest Income	62,000
Miscellaneous Revenues	-
Use of Reserves	-
TOTAL REVENUES	\$ 8,089,464
EXPENDITURES	
Residential Collection	
Personal Services	\$ 274,823
Operating Expenses	6,684,508
Non Departmental	
Total Operating Expenditures	\$ 6,959,331
Capital Outlay	49,500
TRANSFERS	
Indirect Cost Allocation	802,000
Increase to Reserves	278,633
TOTAL EXPENDITURES	\$ 8,089,464

Note: Depreciation is not included

**SCHEDULE OF ANNUAL ASSESSMENT RESIDENTIAL UNIT SOLID WASTE
COLLECTION SERVICE AND SCHEDULE OF ANNUAL ASSESSMENT RESIDENTIAL
UNIT SOLID WASTE DISPOSAL SERVICE RATES**

1. Non Ad Valorem Assessment Residential Solid Waste Collection Service Rate per Dwelling Unit to be applied to Residential Assessed Units as set forth in this Resolution.

	Rate for Services		
	Annual (*)	Monthly (*)	Daily (*)
Residential Curbside Service	\$ 325.00	\$ 27.08	\$ 0.8904
Residential Containerized Service	\$ 240.00	\$ 20.00	\$ 0.6575

- (*) Amounts shown do not include Solid Waste Disposal Costs which are collected separately by the Solid Waste Authority of Palm Beach County. To the extent that Wellington is required to collect Solid Waste Disposal Costs for the Solid Waste Authority of Palm Beach County, said cost(s) shall be in addition to the Rates for Services as set forth above.

2. Non-Assessed Residential Unit Solid Waste Disposal Service Rate per Dwelling Unit to be applied to Non-Assessed Residential Units.

Solid Waste Authority Disposal - Proposed (Adoption August, 2026)

Residential Service (per dwelling unit)	Rate for Services		
	Disposal (*)	Monthly (*)	Daily (*)
Single Family	\$ 217.00	\$ 18.08	\$ 0.5945
Multi-Family	\$ 122.00	\$ 10.17	\$ 0.3342

- (*) Amount shown is the cost of solid waste disposal for all residential curbside and containerized services countywide as established annually by the Authority. Wellington is obligated to collect the cost of solid waste disposal to compensate the Contractor for disposal costs not collected pursuant to the Uniform Method. Amounts shown are to be collected in addition to Solid Waste Collection Rates.

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**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: _____
Laurie Cohen, Village Attorney

SADDLE TRAIL ASSESSMENT ROLL		
PCN	ACRES	AMOUNT
73414417010760010	3.9679	\$ 6,827.07
73414417010770010	3.9392	\$ 6,777.17
73414417010770030	4.4623	\$ 7,677.01
73414417010770110	3.7968	\$ 6,532.86
73414417010770130	2.26	\$ 3,879.80
73414417010770140	2.0856	\$ 3,589.03
73414417010770150	1.9762	\$ 3,399.77
73414417010780010	2.2379	\$ 3,850.55
73414417010780020	3.6157	\$ 6,212.84
73414417010780040	2.6307	\$ 4,526.72
73414417010780080	1.9709	\$ 3,391.17
73414417010790010	4.15	\$ 7,140.21
73414417010790030	1.8365	\$ 3,160.62
73414417010790040	2.1729	\$ 3,738.71
73414417010790070	3.6731	\$ 6,321.24
73414417010790090	4.0308	\$ 6,935.47
73414417010800010	2.2813	\$ 3,924.53
73414417010800020	6.2918	\$ 10,825.58
73414417010800060	2.0202	\$ 3,475.47
73414417010800070	2.2008	\$ 3,792.05
73414417010810030	2.0808	\$ 3,580.42
73414417010810040	7.526	\$ 12,957.32
73414417010810050	4.3211	\$ 7,439.58
73414417010810070	2.46	\$ 4,223.90
73414417010820010	4.4656	\$ 7,689.06
73414417010820030	2.5704	\$ 4,421.77
73414417010820060	3.9358	\$ 6,772.01
73414417010820080	1.961	\$ 3,373.96
73414417010820090	1.961	\$ 3,373.96
73414417010820100	1.961	\$ 3,373.96
73414417010820150	4.1336	\$ 7,110.95
73414417010830010	2.2008	\$ 3,792.05
73414417010830020	1.98	\$ 3,410.09
73414417010830030	4.5493	\$ 7,835.30
73414417010830050	1.9804	\$ 3,411.81
73414417010830060	3.6	\$ 6,192.19
73414417010840010	3.38	\$ 5,806.79
73414417010840020	3.1558	\$ 5,430.00
73414417010840040	1.8365	\$ 3,160.62
73414417010840050	4.1322	\$ 7,110.96
73414417010840070	2.3	\$ 3,950.34
73414417010850010	2.09	\$ 3,590.75
73414417010850020	2.2272	\$ 3,831.62
73414417010850030	2.0314	\$ 3,494.40
73414417010850040	1.9956	\$ 3,434.18
73414417010850050	2.5108	\$ 4,325.41
73414417010860030	4.0174	\$ 6,913.10
73414417010860050	2.5209	\$ 4,337.46
73414417010860060	3.1901	\$ 5,488.49
73414417010860100	5.0169	\$ 8,631.90
73414417010860120	2.6224	\$ 4,511.23
73414417010860130	5.058	\$ 8,707.61
73414417020000010	2.9148	\$ 5,006.74
TOTAL	164.29	\$282,667.80



**CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Acme Improvement District , located in Palm Beach County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the _____ day of _____ , _____ year .

Chairman of the Board or authorized agent
of Acme Improvement District

Name of local government
Palm Beach County, Florida



**CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of Wellington Solid Waste Collection & Recycling, located in Palm Beach County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2025 .
year

Chairman of the Board or authorized agent
of Wellington Solid Waste Collection & Recycling
Name of local government
Palm Beach County, Florida



**CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of Saddle Trail Park South Improvement District located in Palm Beach County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2025 .
year

Chairman of the Board or authorized agent
of Saddle Trail Park South Improvement District
Name of local government
Palm Beach County, Florida

Note: Outside Village Rates will revert to Inside Village Rates Effective July 1, 2027 through September 30, 2027 pursuant to the provisions of HB 1451.

Note: Outside Village Rates will revert to Inside Village Rates Effective July 1, 2027 through September 30, 2027 pursuant to the provisions of HB 1451.

Note: Outside Village Rates will revert to Inside Village Rates Effective July 1, 2027 through September 30, 2027 pursuant to the provisions of HB 1451.



Legislation Text

File #: 26-7851, **Version:** 1

ITEM: MINUTES OF THE REGULAR WELLINGTON COUNCIL MEETING OF JULY 28, 2026

REQUEST: Council approval of the Minutes of the Regular Wellington Council Meeting of July 28, 2026.

EXPLANATION: Minutes of the Regular Wellington Council Meeting of July 28, 2026 is attached for Council's review and approval.

BUDGET AMENDMENT REQUIRED: N/A

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Council approval of the Minutes of the Regular Wellington Council Meeting of July 28, 2026.

MINUTES

REGULAR MEETING OF THE WELLINGTON VILLAGE COUNCIL

Wellington Village Hall
12300 Forest Hill Blvd
Wellington, FL 33414

Tuesday, July 28, 2026
6:30 p.m.

Pursuant to the foregoing notice, a Regular Meeting of the Wellington Council was held on Tuesday, July 28, 2026, commencing at 6:30 p.m. at Wellington Village Hall, 12300 Forest Hill Boulevard, Wellington, FL 33414.

Council Members present: Michael J. Napoleone, Mayor; Maria Antuña, Vice Mayor; Amanda Silvestri, Councilwoman; Stephen A. Levin, Councilman; and Johnny Meier, Councilman.

Advisors to the Council: Jim Barnes, Manager; Laurie Cohen, Village Attorney; Tanya Quickel, Deputy Village Manager; Ed De La Vega, Assistant Village Manager; and Chevelle D. Hall, Village Clerk.

1. **CALL TO ORDER** – Mayor Napoleone called the meeting to order at 6:30 p.m.
2. **INVOCATION** – Deacon Pete Del Valle, St. Therese de Lisieux Catholic Church, delivered the invocation.
3. **PLEDGE OF ALLEGIANCE** – Mayor Napoleone led the Pledge of Allegiance.
4. **APPROVAL OF AGENDA**

Mr. Barnes indicated staff recommended approval of the Agenda as presented.

A motion was made by Councilwoman Silvestri, seconded by Vice Mayor Antuña, and unanimously passed (5-0), to approve the Agenda as presented.

5. **CONSIDERATION OF EXTENDED TIME REQUESTS BY INTERESTED PARTIES
FOR QUASI-JUDICIAL HEARINGS, IF ANY**

There were no requests to consider.

6. **PRESENTATIONS AND PROCLAMATIONS**

- A. **26-7759** PALM BEACH COUNTY SHERIFF'S OFFICE DISTRICT 8
WELLINGTON 2025 ANNUAL REPORT PRESENTATION

Mr. Barnes introduced the item.

Captain Nichole Addazio, Palm Beach County Sheriff's Office (PBSO), introduced Lieutenant Barry Staats, Vivian Fernandez, Criminal Intelligence Analyst, and Deputy Harold Harper, Crime Prevention Officer. She thanked Council for the opportunity and presented the District 8 Wellington FY 25 Annual Report.

Council gave comments and asked various questions in regards to the report. Captain Addazio responded to Council's questions.

Council extended thanks to Captain Addazio, Lieutenant Staats and team for all they do to keep Wellington safe; and commended them for the comprehensive report.

7. CONSENT AGENDA

- A. 26-7821** MINUTES OF THE REGULAR WELLINGTON COUNCIL MEETING OF JUNE 30, 2026
- B. 26-7775** AUTHORIZATION TO 1) AMEND AN AGREEMENT FOR STORMWATER VULNERABILITY ASSESSMENT, AND 2) APPROVE A RESOLUTION AMENDING THE FISCAL YEAR 2025-2026 ACME FUND BUDGET
- C. 26-7809** AUTHORIZATION TO 1) AWARD A CONTRACT FOR STORMWATER PUMP STATIONS NOS. 3,4,6,7,8 AND 9 IMPROVEMENTS, AND 2) EXECUTE A TASK ORDER FOR ENGINEERING DURING CONSTRUCTION ASSISTANCE
- D. 26-7816** AUTHORIZATION TO 1) PURCHASE GOODS AND SERVICES UTILIZING VARIOUS VENDORS FOR THE VILLAGE PARK ENTRANCE PROJECT, AND 2) APPROVE RESOLUTION NO. R2026-30 AMENDING THE GAS TAX CAPITAL FUND BUDGET FOR FISCAL YEAR 2025-2026
- E. 26-7785** AUTHORIZATION TO UTILIZE A SOURCEWELL CONTRACT, AS A BASIS FOR PRICING, FOR THE OLYMPIA PARK ROOFING PROJECT
- F. 26-7798** AUTHORIZATION TO AWARD A SOLE SOURCE CONTRACT FOR THE PURCHASE OF A CONVAULT FUEL STORAGE TANK
- G. 26-7806** AUTHORIZATION TO RENEW MIMICAST CYBERSECURITY SERVICES WITH CDW GOVERNMENT, INC. (CDW-G), UTILIZING SOURCEWELL CONTRACT #121923

Mr. Barnes indicated staff recommended approval of the Consent Agenda as presented.

A motion was made by Councilman Levin, seconded by Councilman Meier, and unanimously passed (5-0), to approve the Consent Agenda as presented.

8. PUBLIC HEARINGS

- A. 26-7811** RESOLUTION NO. R2026-25 (THE LANDINGS AT WELLINGTON PUD MASTER PLAN AMENDMENT – R & B TENNIS)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL, FOR A MASTER PLAN AMENDMENT [PETITION NUMBER 2025-0002-MPA] AMENDING THE LANDINGS AT WELLINGTON PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN FOR CERTAIN PROPERTY KNOWN AS LITTLE PLACE OF THE LANDING AT WELLINGTON PUD (AKA R&B TENNIS), TOTALING 4.00 ACRES, MORE OR LESS, LOCATED ON THE SOUTHWEST CORNER OF THE GREENBRIAR BOULEVARD AND OUSLEY FARMS ROAD

INTERSECTION, AS MORE SPECIFICALLY DESCRIBED HEREIN, TO CHANGE THE MASTER PLAN DESIGNATION FOR THE PROPERTY FROM DAY CARE TO ASSEMBLY; TO ADD TWO (2) ACCESS POINTS ALONG GREENBRIAR BOULEVARD TO ILLUSTRATE THE EXISTING ACCESS TO THE ASSEMBLY SITE; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mr. Barnes introduced the item.

Ms. Hall read Resolution No. R2026-25 by title.

Ms. Cohen stated the item is Quasi-Judicial and swore in the individuals who wished to speak on the item.

Ex-parte Communications:

Councilman Meier: Councilman Meier disclosed he had spoken with staff and Lauren Brody. He said he could be fair and impartial.

Vice Mayor Antuña: Vice Mayor Antuña stated she had spoken with applicant, staff and Chuck Gill. She said she can be fair and impartial.

Mayor Napoleone: Mayor Napoleone disclosed that he had spoken with staff, the applicant, Betsy McCormack, Rodrigo Nascimento, and Jon Schmidt. He said he could be fair and impartial.

Councilwoman Silvestri: Councilwoman Silvestri disclosed she had spoken with staff, Jon Schmidt, Betsy McCormack and Rodrigo Nascimento. She said she could be fair and impartial.

Councilman Levin: Councilman Levin stated he had spoken with staff and Jon Schmidt. He said he could be fair and impartial.

Cory Cramer, Planning and Zoning Manager, stated this was a master plan amendment for the Landings at Wellington PUD for R&B Tennis. She entered the files into record and provided the location and background information about the property. Ms. Cramer referenced the master plan amendment request. She stated the agent, Jon Schmidt of Schmidt Nichols and their team, on behalf of the applicant, will make their presentation first.

Jon Schmidt, on behalf of the applicant R&B Tennis Holdings, provided the history of R&B Sports. He conducted a presentation about their proposed requests, project location and showed graphics of the existing land use map, existing zoning, and the existing and proposed master plan. He reviewed compatibility with the land development regulations and comprehensive plan, and referenced Table 6.2-1 use Regulation Schedule. Mr. Schmidt stated they are consistent with the Criteria A-G of the comprehensive plan. He referenced the Village assessment and recommendation. He stated the applicant, architects and project manager were present in the audience for questions.

Ms. Cramer provided history of the property and showed Council a graphic of the Existing and Proposed Master Plan. She reviewed key points of the Staff Analysis. In addition, she discussed the June 17, 2026 Planning, Zoning and Adjustment Board (PZAB) approval and Findings of Fact.

Public Hearing

A motion was made by Councilwoman Silvestri, seconded by Vice Mayor Antuña, and unanimously passed (5-0) to open the public hearing.

Public Comment:

There being no public comments, a motion was made by Councilman Levin, seconded by Councilwoman Silvestri, and unanimously passed (5-0) to close the public hearing.

Council asked questions regarding Condition #10, square footage of the club, operation of the club as for profit or 501(c)(3), courts, hours of operation, events, buffer, property, facility, spectators, building, membership, parking, staffing, noise, benefits of membership, amenities, and scholarships.

Mr. Stillings, Mr. Schmidt and the applicant responded to Council questions.

A motion was made by Councilwoman Silvestri, seconded by Councilman Meier, and unanimously passed (5-0) to approve Resolution No. R2026-25 (The Landings At Wellington PUD Master Plan Amendment – R & B Tennis).

B. 26-7813 RESOLUTION NO. R2026-26 (ZONING IN PROGRESS FOR RVs WITHIN THE RROZD)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL, IN ACCORDANCE WITH SECTION 1.8.1 OF WELLINGTON'S LAND DEVELOPMENT REGULATIONS (LDR), DECLARING A ZONING IN PROGRESS FOR SECTION 6.10.6 RELATED TO RECREATIONAL VEHICLES (RV) AS TEMPORARY RESIDENCES WITHIN THE RUSTIC RANCHES OVERLAY ZONING DISTRICT (RROZD) FOR A PERIOD OF 180 DAYS; AND PROVIDING AN EFFECTIVE DATE.

Mr. Barnes introduced this item.

Ms. Hall read Resolution No. R2026-26 by title.

Cory Cramer discussed the request, location and background information.

Mayor Napoleone spoke about the Zoning in Progress.

Vice Mayor Antuña asked what is the definition of an RV.

Ms. Cramer answered the Vice Mayor's question.

Public Hearing

A motion was made by Councilwoman Silvestri, seconded by Councilman Meier, and unanimously passed (5-0) to open the public hearing.

There being no public comments, a motion was made by Councilman Levin, seconded by Councilman Meier, and unanimously passed (5-0) to close the public hearing.

A motion was made by Councilwoman Silvestri, seconded by Vice Mayor Antuña, and unanimously passed (5-0) to approve Resolution No. R2026-26 (Zoning In Progress For RVs Within The RROZD).

C. 26-7822 RESOLUTION NO. R2026-34 (COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING AND ADOPTING THE FY 2026/2027 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO FORWARD THE FY 2026/2027 ANNUAL ACTION PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

Mr. Barnes introduced the item.

Ms. Hall read Resolution No. R2026-34 by title.

Andrew Stoops, Senior Community Grant Coordinator, presented an overview of the FY 2026-2027 Annual Action Plan for the Community Development Block Grant (CDBG) Program and the FY 2025-2026 Accomplishments.

Public Hearing

A motion was made by Councilman Meier, seconded by Councilman Levin, and unanimously passed (5-0) to open the public hearing.

There being no public comments, a motion was made by Councilman Levin, seconded by Councilman Meier, and unanimously passed (5-0) to close the public hearing.

Councilman Levin and Councilman Meier inquired about the criteria, number of applicants for housing rehabilitation grants, stipulations, and information regarding the program.

Mr. Stillings and Mr. Stoops responded to Council questions.

A motion was made by Councilwoman Silvestri, seconded by Councilman Levin, and unanimously passed (5-0), to approve Resolution No. R2026-34 (Community Development Block Grant Annual Action Plan) as presented.

D. 26-7808 ORDINANCE NO. 2026-08 (LAKE WORTH ROAD ANNEXATION)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL APPROVING THE UNIFORM METHOD ("INVOLUNTARY") ANNEXATION (PETITION NUMBER 2026-0001-ANX), OF A PORTION OF LAKE WORTH ROAD TOTALING 5.5+/- ACRES, LOCATED APPROXIMATELY 0.6 MILES WEST OF STATE ROAD 7, IN PALM BEACH COUNTY, AS MORE SPECIFICALLY DESCRIBED HEREIN; AMENDING SECTION 12 OF THE VILLAGE CHARTER BY REDEFINING THE CORPORATE LIMITS OF THE VILLAGE OF WELLINGTON; DIRECTING THE VILLAGE MANAGER TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS ANNEXATION; DIRECTING THE VILLAGE CLERK TO FILE A COPY OF THIS ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT IN PALM BEACH COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF PALM BEACH COUNTY, AND THE FLORIDA DEPARTMENT OF STATE WITHIN THIRTY DAYS AFTER ADOPTION, IN ACCORDANCE WITH SECTION 171, FLORIDA STATUTES; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mr. Barnes introduced this item.

Ms. Hall read Ordinance No. 2026-08 by title.

Cory Cramer stated this is second reading, discussed the annexation area and referenced the Interlocal Agreement.

Public Hearing

A motion was made by Councilwoman Silvestri, seconded by Councilman Levin, and unanimously passed (5-0) to open the public hearing.

There being no public comments, a motion was made by Councilman Levin, seconded by Councilwoman Silvestri, and unanimously passed (5-0) to close the public hearing.

A motion was made by Councilman Levin, seconded by Councilwoman Silvestri, and unanimously passed (5-0) to approve Ordinance No. 2026-08 (Lake Worth Road Annexation) on second reading.

E. **26-7812** ORDINANCE NO. 2026-11 (FREESTANDING SHADE STRUCTURE ZTA)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, AMENDING SECTION 6.4.2.A OF WELLINGTON'S LAND DEVELOPMENT REGULATIONS (LDR) RELATED TO RESIDENTIAL DISTRICT/PLANNED UNIT DEVELOPMENT SPECIFIC DEVELOPMENT STANDARDS, AMENDING SECTION 6.4.4.A OF WELLINGTON'S LDR RELATED TO DESIGN STANDARDS FOR RESIDENTIAL ZONING DISTRICTS; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mr. Barnes introduced this item.

Ms. Hall read Ordinance No. 2026-11 by title.

Cory Cramer entered the file into record. She discussed the request, background and a Summary of Modifications. Ms. Cramer stated the amendment was reviewed in April 2026 by the Architectural Review Board and in June 2026 by the Planning, Zoning and Adjustment Board.

Mr. Stillings referenced the recommended change as discussed during yesterday's Agenda Review Meeting.

There was brief discussion between Council and Mr. Stillings about the impervious service area for residential properties, larger properties and pergolas.

Public Hearing

A motion was made by Councilwoman Silvestri, seconded by Councilman Meier, and unanimously passed (5-0) to open the public hearing.

Public Comment:

1. Lorri Lomnitzer spoke about the ordinance in relation to property size.

There was brief discussion between Council and Mr. Stillings on whether the ordinance satisfies the resident concerns in terms of larger properties.

There being no further public comments, a motion was made by Councilwoman Silvestri, seconded by Councilman Meier, and unanimously passed (5-0) to close the public hearing.

A motion was made by Councilwoman Silvestri, seconded by Councilman Meier, and unanimously passed (5-0) to approve Ordinance No. 2026-11 (Freestanding Shade Structure ZTA) as amended on second reading.

F. **26-7825** ORDINANCE NO. 2026-17 (OPERATION OF NON-HUMAN POWERED MICRO-MOBILITY DEVICES)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING CHAPTER 14, ARTICLE I, DIVISION 1, SECTIONS 14-1 (DEFINITIONS), 14-3 (ENFORCEMENT AUTHORITY), AND 14-4 (PENALTIES) OF THE CODE OF ORDINANCES TO INCLUDE A DEFINITION OF NEIGHBORHOOD PARK AND CLARIFY THAT VIOLATIONS OF THIS CHAPTER MAY BE ENFORCED BY LAW ENFORCEMENT OFFICERS; AMENDING CHAPTER 14, ARTICLE II, DIVISION 2, SECTION 14-21 (GAME AND SPORT ACTIVITY) OF THE CODE OF ORDINANCES TO CLARIFY THAT BICYCLES, SCOOTERS, AND OTHER SIMILAR ACTIVITIES ARE PROHIBITED INSIDE NEIGHBORHOOD PARKS AND IN OTHER PUBLIC RECREATIONAL AREAS; AND AMENDING CHAPTER 14, ARTICLE III, DIVISION 4, SECTION 14-26 (USE OF VEHICLES) OF THE CODE OF ORDINANCES TO PROHIBIT NON-HUMAN POWERED MICRO-MOBILITY DEVICES IN CERTAIN WELLINGTON PARKS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Barnes introduced this item. He stated that there would be one combined public hearing with two separate motions since these two Ordinances are companion items.

Ms. Hall read Ordinance No. 2026-17 and Ordinance No. 2026-16 by title.

Ms. Bausch stated that these are first readings and discussed Ordinance No. 2026-17 and Ordinance No. 2016-16. She referenced the changes for Chapter 14 and Chapter 22 of the Village's Code of Ordinances.

Public Hearing

A motion was made by Councilwoman Silvestri, seconded by Councilman Meier, and unanimously passed (5-0) to open the public hearing.

Public Comment:

1. Bruce Tumin spoke about enforcement, right of ways, fines, and rate of speed.
2. Mike Calandra spoke about golf carts, Village employees going around stop signs and speeding on golf carts and children on e-bikes.
3. Linda Mont asked if electric scooters were banned from the sidewalks and asked for clarification regarding riding scooters in parks.

Council asked questions regarding time of day, trails, multi-modal pathways and incidences with walkers/runners.

Mr. Barnes and Ms. Bausch responded to Council's questions.

There being no further public comments, a motion was made by Councilwoman Silvestri, seconded by Vice Mayor Antuña, and unanimously passed (5-0) to close the public hearing.

Councilwoman Silvestri inquired about age of riders.

PBSO Captain Addazio and Palm Beach County Fire Rescue District Chief Vomero spoke regarding age and injuries.

A motion was made by Councilwoman Silvestri, seconded by Vice Mayor Antuña, and unanimously passed (5-0) to approve Ordinance No. 2026-17 (Operation of Non-Human Powered Micro-Mobility Devices) directing staff to review the timing with respect to the Heart Trail at Village Park, on first reading.

G. 26-7826 ORDINANCE NO. 2026-16 (PENALTY FOR GOLF CART VIOLATIONS AND OPERATION OF MICRO-MOBILITY DEVICES ON PUBLIC RIGHTS-OF-WAY)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, AMENDING CHAPTER 22 OF WELLINGTON'S CODE OF ORDINANCES TITLED "TRAFFIC AND VEHICLES," TO CLARIFY THE PENALTY FOR GOLF CART VIOLATIONS IN SECTION 22-34 AND TO CREATE A NEW ARTICLE VII, SECTIONS 22-46 THROUGH 22-50, TITLED "MICRO-MOBILITY DEVICES," GOVERNING THE USE OF MICRO-MOBILITY DEVICES ON PUBLIC RIGHTS-OF-WAY IN WELLINGTON CONSISTENT WITH STATE LAW; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

This Item was discussed in conjunction with Item 8G.

A motion was made by Councilwoman Silvestri, seconded by Councilman Meier, and passed (4-1; Mayor Napoleone dissenting) to approve Ordinance No. 2026-16 (Penalty For Golf Cart Violations And Operation Of Micro-Mobility Devices On Public Rights-Of-Way) as amended to include the age limitation (16), on first reading.

9. REGULAR AGENDA

A. 26-7815 APPOINTMENT OF METROPOLITAN PLANNING ORGANIZATION (MPO) ALTERNATE REPRESENTATIVE

Mr. Barnes introduced and presented the item.

A motion was made by Vice Mayor Antuña, seconded by Councilman Meier, and unanimously passed (5-0) to appoint Councilwoman Silvestri as the MPO Alternate Representative for the Metropolitan Planning Organization (MPO).

10. PUBLIC COMMENT

Mr. Barnes indicated there were cards submitted for public comment.

Public Comment:

1. Judith Lauro spoke regarding the Wellington Seniors Club.

2. Linda Vaillancourt spoke regarding the Wellington Seniors Club.
3. Jean Clancy spoke regarding the Wellington Seniors Club.
4. Eileen Kuhnel spoke regarding the Wellington Seniors Club.
5. Lori Shankman spoke regarding the Wellington Seniors Club.
6. Linda Mont spoke regarding the Wellington Seniors Club.
7. Bruce Tumin spoke regarding business tax receipt, liens and landscape plan, and the Wellington Seniors Club.
8. Maria Clarita Urrea spoke regarding the Wellington Seniors Club.
9. Lyndsy Fernandes spoke regarding the Wellington Seniors Club.
10. Michael Steiner spoke regarding the Wellington Seniors Club.
11. Linda Mackin spoke regarding the Wellington Seniors Club.

There was discussion between Council, Mr. Barnes and Ms. Cohen regarding the Wellington Seniors Club funding and the Village's Senior Programming.

11. ATTORNEY'S REPORT

MS. COHEN: Ms. Cohen presented the following report:

Ms. Cohen stated she had no report.

12. VILLAGE MANAGER'S REPORT

MR. BARNES: Mr. Barnes presented the following report:

The Capital Improvement Program (CIP) Meeting will be held on Thursday, August 6, 2026 at 3:00 pm.

The Agenda Review will be held on Monday, August 10, 2026 at 4:30 pm.

The Next Council Meeting will be held on Tuesday, August 11, 2026 at 6:30 pm.

The Village Council wished Mr. Barnes and his wife happy anniversary.

The Village Council wished happy birthday to Vice Mayor Antuña.

13. COUNCIL REPORTS

COUNCILMAN MEIER: Councilman Meier presented the following report:

- Councilman Meier commented that there was great information tonight and he learned some new things. He said he is proud to be a Councilman and serve the community.

VICE MAYOR ANTUÑA: Vice Mayor Antuña presented the following report:

- Vice Mayor Antuña stated there have been five ribbon cutting ceremonies this month and it is great to have new businesses in Wellington.
- Vice Mayor Antuña stated this past Sunday she and Councilman Levin attended the PBSO Unity Fest at the Aquatics Center.
- Vice Mayor Antuña asked Mr. Barnes if it was possible to bring back the Citizens Academy.

Mr. Barnes provided brief information about the previous Citizens Academy and stated staff would prepare something for Council to review.

COUNCILMAN LEVIN: Councilman Levin presented the following report:

- Councilman Levin provided information regarding the Palm Beach County League of Cities meeting.

COUNCILWOMAN SILVESTRI: Councilwoman Silvestri presented the following report:

- Councilwoman Silvestri wished the kids and teachers good luck on the upcoming first day of school.
- Councilwoman Silvestri wished happy birthday to Vice Mayor Antuña.

MAYOR NAPOLEONE: Mayor Napoleone presented the following report:

- Mayor Napoleone waived comment.

14. ADJOURNMENT

There being no further business to come before the Village Council, the meeting was adjourned at approximately 9:08 PM.

Approved:

Michael J. Napoleone, Mayor

Chevelle D. Hall, Village Clerk



Legislation Text

File #: 26-7689, **Version:** 1

ITEM: AUTHORIZATION TO RENEW MULTIPLE EXISTING CONTRACTS FOR UTILITY PROCESS CONTROL ANNUAL MAINTENANCE

REQUEST: Authorization to renew existing contracts with 1) Infamation Technologies Group, LLC dba ITG Technologies, 2) DNA Engineering LLC, and 3) Star Control Inc. for utility process control annual maintenance services, at a cost of approximately \$75,000 annually.

EXPLANATION: The Utilities Department utilizes a system of Process Logic Computers (PLCs) and a Supervisory Control and Data Acquisition system (SCADA) to operate, monitor, and manage raw water supply wells, the water treatment plant, remote water booster stations, sanitary lift stations, the water reclamation facility and the reuse distribution system. These systems monitor, gather, process real time data, and directly interact with devices such as sensors, valves, pumps and motors. These systems are crucial to maintaining efficiency, processing data for decision-making and communicating system issues to minimize downtime.

On September 5, 2023, Council awarded ITB 202330 to 1) Infamation Technologies Group, LLC dba ITG Technologies, 2) DNA Engineering LLC, and 3) Star Control Inc. for utility process control annual maintenance services. The contract contains four (4) one (1) year renewal options.

DNA Engineering LLC has requested a 1.09% overall pricing increase. Star Controls and Infamation Technologies did not request pricing increases this renewal term. The estimated annual fiscal impact of DNA Engineering's requested increase is an overall rate increase of \$25.00.

Staff is seeking authorization to exercise the third renewal option with 1) Infamation Technologies Group, LLC dba ITG Technologies, 2) DNA Engineering LLC, and 3) Star Control Inc., through September 4, 2027.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds have been allocated in the FY 26 and FY 27 Water Treatment Facility and Water Reclamation Facility budgets.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to renew existing contracts with 1) Infamation Technologies Group, LLC dba ITG Technologies, 2) DNA Engineering LLC, and 3) Star Control Inc. for utility process control annual maintenance services, at a cost of approximately \$75,000 annually.

Council

Michael J. Napoleone, Mayor
Maria Antuña, Vice Mayor
Amanda Silvestri, Councilwoman
Stephen A. Levin, Councilman
Johnny Meier, Councilman

Manager
Jim Barnes

May 28, 2026

DNA Engineering, LLC
3687 Cocoplum Cir.
Coconut Creek, FL 33063
Adrian Mayoral, Vice President
info@dnaengineeringllc.com

RE: ITB#202330 Utility Process Control Annual Maintenance

Dear Mr. Mayoral,

DNA Engineering, LLC (AWARDEE) is an awardee for contract #ITB 202330 Utility Process Control Annual Maintenance. The contract is set to expire on September 4, 2026 and allows for four (4) additional one (1) year renewals by mutual agreement. Wellington would like to exercise the third renewal option through September 4, 2027 under the same terms and conditions as stipulated on page 12 of the referenced ITB which is conditioned upon subsequent approval by Wellington Council.

The award/renewal is subject to provisions of State Statutes, Palm Beach County Commission on Ethics and Code of Ethics, and Wellington policies. All Awardees must disclose with their Renewal the name of any officer, director, or agent who is also a Wellington employee. Further, all Awardees must disclose the name of any Wellington employee who is employee in the Awardees firm or any of its branches.

If AWARDEE violates or is a party to a violation of the Wellington, Palm Beach County or Florida Code of Ethics with respect to this Renewal, AWARDEE may be disqualified from performing the work described in this Renewal or from furnishing the goods or services for which the AWARDEE submitted and shall be further disqualified from bidding on any future Proposals/Bids for work or for goods or services for Wellington. A copy of the Wellington, Palm Beach County Commission on Ethics and Code of Ethics and State Ethics Codes is available at the Wellington Clerk's Office, 12300 Forest Hill Boulevard, Wellington, FL 33414. By signing this Renewal Agreement, AWARDEE acknowledges no such conflict.

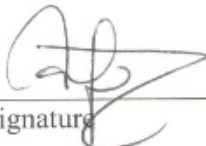
AWARDEE shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. AWARDEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, AWARDEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall

include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

AWARDEE's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Please indicate acceptance or rejection of the renewal and return to my attention by Wednesday, June 11, 2026.

If you should have any questions, please contact me or anyone else in the Purchasing Department.

Accept Renewal:	<u>Adrian Payoral, VP</u>	<u></u>	<u>06/11/2026</u>
	Printed Name/Title	Signature	Date
Reject Renewal:	_____	_____	_____
	Printed Name/Title	Signature	Date

Thank you,

Steven Koch
561-753-2534
skoch@wellingtonfl.gov



From: [Adrian Mayoral](#)
To: [Steven Koch](#)
Cc: [info@dnaengineeringllc.com](#)
Subject: Re: Wellington 2026-2027 Renewal-ITB202330
Date: Thursday, June 11, 2026 2:41:23 PM
Attachments: [image001.png](#)
[image002.png](#)
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[image004.png](#)
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[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)

This Message originated outside your organization.

How are you Steven,

Please find the adjustment we would like to negotiate attached.

			9/5/2025-9/4/2026	9/5/2026-9/4/2027
			Awarded Rate	Requested Renewal Rate
Item	Description	Unit of Measure	Price Per Hour	Price Per Hour
1	Regular Time - Project Manager	Per Hour	\$150.00	\$175.00
2	Regular Time - Project Engineer	Per Hour	\$150.00	\$175.00
3	Regular Time - Field Engineer	Per Hour	\$150.00	\$175.00
4	Regular Time - Instrument Tech	Per Hour	\$150.00	\$175.00
5	Regular Time - Programmer	Per Hour	\$150.00	\$175.00
6	Regular Time - Administrative	Per Hour	\$100.00	\$100.00
7	Emergency Time - Project Manager	Per Hour	\$250.00	\$250.00
8	Emergency Time - Project Engineer	Per Hour	\$250.00	\$250.00
9	Emergency Time - Field Engineer	Per Hour	\$250.00	\$250.00
10	Emergency Time - Instrument Tech	Per Hour	\$250.00	\$250.00
11	Emergency Time - Programmer	Per Hour	\$250.00	\$250.00
12	Emergency Time - Administrative	Per Hour	\$200.00	\$100.00
			\$2,300.00	\$2,325.00

Thank you very much!

Adrian Mayoral
 Electrical/Controls Engineer



Office: (877) 768-0362
 Direct: (786) 663-6753
 Web: [www.dnaengineeringllc.com](#)
 Email: amayoral@dnaengineeringllc.com

On Thu, Jun 11, 2026 at 2:28 PM Adrian Mayoral <amayoral@dnaengineeringllc.com> wrote:

Thank you very much!

Adrian Mayoral
 Electrical/Controls Engineer



Office: (877) 768-0362
 Direct: (786) 663-6753
 Web: [www.dnaengineeringllc.com](#)
 Email: amayoral@dnaengineeringllc.com

On Thu, Jun 11, 2026 at 2:28 PM Adrian Mayoral <amayoral@dnaengineeringllc.com> wrote:
 Please find attached a reference file

Thank you very much!

Adrian Mayoral
 Electrical/Controls Engineer



Office: (877) 768-0362
 Direct: (786) 663-6753
 Web: [www.dnaengineeringllc.com](#)
 Email: amayoral@dnaengineeringllc.com

On Thu, Jun 11, 2026 at 8:48 AM Steven Koch <StevenK@wellingtonfl.gov> wrote:

Adrian,

You can include a request for a pricing increase in your response to Wellington's renewal letter I emailed, any potential increase will not begin until 9/4/26. Please include the same backup docs you included in DNA's last increase request.

The current agreement outlines:

Upon the anniversary date of each renewal period, the awarded vendor may submit a requested price increase per individual item unit cost to the Purchasing Division in writing, ninety (90) days prior to the renewal

*period. Wellington will consider such **price increase based on the most recent published Consumer Price Index and/or proof of a manufacturer's price increase.** If the most recent CPI or market reflects a de-escalation of prices, the successful bidder will extend such prices.*

Best Regards,



Steven Koch
Contract Specialist | Village of Wellington

12300 Forest Hill Boulevard | Wellington FL 33414
561.753.2534 | skoch@wellingtonfl.gov

wellingtonfl.gov



From: Adrian Mayoral <amayoral@dnaengineeringllc.com>

Sent: Wednesday, June 10, 2026 5:50 PM

To: Steven Koch <StevenK@wellingtonfl.gov>

Cc: info@dnaengineeringllc.com

Subject: Re: Wellington 2026-2027 Renewal-ITB202330

This Message originated outside your organization.

How are you Steven,

I'm sorry for the misunderstanding, but we agree 100%. We were looking to adjust the rate for the new fiscal year, meaning from October 2026 and forward. We went through this process a couple of years ago and had to submit the rates table for your review. From what you are saying we need to wait until September to do this?. I know you gave us a deadline that is due tomorrow, please advise the best way to proceed.

Thank you very much!

Adrian Mayoral

Electrical/Controls Engineer



Office: (877) 768-0362

Direct: (786) 663-6753

Web: www.dnaengineeringllc.com

Email: amayoral@dnaengineeringllc.com

On Wed, Jun 10, 2026 at 11:51 AM 'Steven Koch' via Info Group <info@dnaengineeringllc.com> wrote:

Greetings,

I confirmed DNA Engineering's current pricing is fixed until 9/4/26. The agreement's language does not permit a potential increase until the anniversary date of the agreement, 9/4/26. Additionally, pricing increases must be approved by the Wellington Village Council.

If a pricing increase is approved, you can bill the new pricing beginning 9/4/26. Please note, there were multiple awardees for this agreement, DNA Engineering may not be the low bidder for certain items.

Thank you,



Steven Koch
Contract Specialist | Village of Wellington

12300 Forest Hill Boulevard | Wellington FL 33414
561.753.2534 | skoch@wellingtonfl.gov

wellingtonfl.gov



From: Steven Koch

Sent: Wednesday, June 10, 2026 7:50 AM

To: 'Adrian Mayoral' <amayoral@dnaengineeringllc.com>

Cc: info@dnaengineeringllc.com

Subject: RE: Wellington 2026-2027 Renewal-ITB202330

Hello Adrian,

The agreement with Wellington does not permit potential increases until the contract's anniversary date (9/4/26), but I will forward your question to my Director.

Thank you,



Steven Koch
Contract Specialist | Village of Wellington

12300 Forest Hill Boulevard | Wellington FL 33414
561.753.2534 | skoch@wellingtonfl.gov

wellingtonfl.gov





From: Adrian Mayoral <amayoral@dnaengineeringllc.com>
Sent: Tuesday, June 9, 2026 9:59 AM
To: Steven Koch <StevenK@wellingtonfl.gov>
Cc: info@dnaengineeringllc.com
Subject: Re: Wellington 2026-2027 Renewal-ITB202330

This Message originated outside your organization.

How are you Steve,

We are reaching out to inquire whether consideration could be given to an adjustment of the service rates under this contract while we apply for a renewal.

Thank you very much!

Adrian Mayoral

Electrical/Controls Engineer



Office: (877) 768-0362

Direct: (786) 663-6753

Web: www.dnaengineeringllc.com

Email: amayoral@dnaengineeringllc.com

On Thu, May 28, 2026 at 10:20 AM 'Steven Koch' via Info Group <info@dnaengineeringllc.com> wrote:

Greetings,

Attached is the Village of Wellington's 2026-2027 renewal request for ITB #202330 - Utility Process Control Annual Maintenance.

Kindly complete and return all documents by June 11, 2026. The contract renewal is scheduled for Wellington Village Council review on 7/14/26.

Best Regards,



Steven Koch
Contract Specialist | Village of Wellington

12300 Forest Hill Boulevard | Wellington FL 33414
561.753.2534 | skoch@wellingtonfl.gov

wellingtonfl.gov



Please be advised that Wellington is a public entity subject to Florida's broad public records law under Chapter 119, Florida Statutes. Most written communications, including email addresses, to or from Wellington employees and elected officials regarding city business are public records and are available to the public and the media upon request. Your email communications may therefore be subject to public disclosure. If you do not want your email address to be subject to disclosure as a public record, please do not send electronic mail to Wellington. Instead, contact the city by telephone at (561) 791-4000.

Please be advised that Wellington is a public entity subject to Florida's broad public records law under Chapter 119, Florida Statutes. Most written communications, including email addresses, to or from Wellington employees and elected officials regarding city business are public records and are available to the public and the media upon request. Your email communications may therefore be subject to public disclosure. If you do not want your email address to be subject to disclosure as a public record, please do not send electronic mail to Wellington. Instead, contact the city by telephone at (561) 791-4000.

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Council

Michael J. Napoleone, Mayor
Maria Antuña, Vice Mayor
Amanda Silvestri, Councilwoman
Stephen A. Levin, Councilman
Johnny Meier, Councilman

Manager

Jim Barnes

May 28, 2026

Infamation Technologies Group, LLC dba ITG Technologies
7077 Bonneval Rd, Suite 330
Jacksonville, FL 32216
Cataldo Ferrante
agatehouse@itgtec.com

RE: ITB#202330 Utility Process Control Annual Maintenance

Dear Mr. Ferrante,

Infamation Technologies Group, LLC dba ITG Technologies (AWARDEE) is an awardee for contract #ITB 202330 Utility Process Control Annual Maintenance. The contract is set to expire on September 4, 2026 and allows for four (4) additional one (1) year renewals by mutual agreement. Wellington would like to exercise the third renewal option through September 4, 2027 under the same terms, and conditions as stipulated on page 12 of the referenced ITB which is conditioned upon subsequent approval by Wellington Council.

The award/renewal is subject to provisions of State Statutes, Palm Beach County Commission on Ethics and Code of Ethics, and Wellington policies. All Awardees must disclose with their Renewal the name of any officer, director, or agent who is also a Wellington employee. Further, all Awardees must disclose the name of any Wellington employee who is employee in the Awardees firm or any of its branches.

If AWARDEE violates or is a party to a violation of the Wellington, Palm Beach County or Florida Code of Ethics with respect to this Renewal, AWARDEE may be disqualified from performing the work described in this Renewal or from furnishing the goods or services for which the AWARDEE submitted and shall be further disqualified from bidding on any future Proposals/Bids for work or for goods or services for Wellington. A copy of the Wellington, Palm Beach County Commission on Ethics and Code of Ethics and State Ethics Codes is available at the Wellington Clerk's Office, 12300 Forest Hill Boulevard, Wellington, FL 33414. By signing this Renewal Agreement, AWARDEE acknowledges no such conflict.

AWARDEE shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. AWARDEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act {ADA} in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, AWARDEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall

include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

AWARDEE's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Please indicate acceptance or rejection of the renewal and return to my attention by Wednesday, June 11, 2026.

If you should have any questions, please contact me or anyone else in the Purchasing Department.

Accept Renewal:	<u>Aldo Ferrante / President & CEO</u> Printed Name/Title	<u></u> Signature	<u>06/22/2026</u> Date
Reject Renewal:	<u></u> Printed Name/Title	<u></u> Signature	<u></u> Date

Thank you,

Steven Koch
561-753-2534
skoch@wellingtonfl.gov

Council

Michael J. Napoleone, Mayor
Maria Antuña, Vice Mayor
Amanda Silvestri, Councilwoman
Stephen A. Levin, Councilman
Johnny Meier, Councilman

Manager

Jim Barnes

May 28, 2026

Star Controls, Inc.
11555 Heron Bay Blvd. Suite 200
Coral Springs, FL 33076
Attn: Tzvi Magril, President
tmagril@star-controls.com

RE: ITB#202330 Utility Process Control Annual Maintenance

Dear Mr. Magril,

Star Controls, Inc. (AWARDEE) is an awardee for contract #ITB 202330 Utility Process Control Annual Maintenance. The contract is set to expire on September 4, 2026 and allows for four (4) additional one (1) year renewals by mutual agreement. Wellington would like to exercise the third renewal option through September 4, 2027 under the same terms, and conditions as stipulated on page 12 of the referenced ITB which is conditioned upon subsequent approval by Wellington Council.

The award/renewal is subject to provisions of State Statutes, Palm Beach County Commission on Ethics and Code of Ethics, and Wellington policies. All Awardees must disclose with their Renewal the name of any officer, director, or agent who is also a Wellington employee. Further, all Awardees must disclose the name of any Wellington employee who is employee in the Awardees firm or any of its branches.

If AWARDEE violates or is a party to a violation of the Wellington, Palm Beach County or Florida Code of Ethics with respect to this Renewal, AWARDEE may be disqualified from performing the work described in this Renewal or from furnishing the goods or services for which the AWARDEE submitted and shall be further disqualified from bidding on any future Proposals/Bids for work or for goods or services for Wellington. A copy of the Wellington, Palm Beach County Commission on Ethics and Code of Ethics and State Ethics Codes is available at the Wellington Clerk's Office, 12300 Forest Hill Boulevard, Wellington, FL 33414. By signing this Renewal Agreement, AWARDEE acknowledges no such conflict.

AWARDEE shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. AWARDEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act {ADA} in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, AWARDEE shall

take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

AWARDEE's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Please indicate acceptance or rejection of the renewal and return to my attention by Wednesday, June 11, 2026.

If you should have any questions, please contact me or anyone else in the Purchasing Department.

Accept Renewal:	<u>Tzvi Magril / President</u>	<u></u>	<u>0528/2026</u>
	Printed Name/Title	Signature	Date
Reject Renewal:	<u></u>	<u></u>	<u></u>
	Printed Name/Title	Signature	Date

Thank you,

Steven Koch
561-753-2534
skoch@wellingtonfl.gov

BID TABULATION + ADJUSTMENTS

Village of Wellington, Florida

ITB 202330 Utility Process Control Annual Maintenance

Renewal Period: 9/5/26 - 9/4/27 **Proposed Pricing**

			Infamation Technologies Group, LLC dba ITG Technologies	DNA Engineering LLC	Star Controls Inc.
Item	Description	Unit of Measure	Price Per Hour	Price Per Hour	Price Per Hour
1	Regular Time - Project Manager	Per Hour	\$145.00	\$175.00	\$175.00
2	Regular Time - Project Engineer	Per Hour	\$150.00	\$175.00	\$175.00
3	Regular Time - Field Engineer	Per Hour	\$150.00	\$175.00	\$175.00
4	Regular Time - Instrument Tech	Per Hour	\$130.00	\$175.00	\$175.00
5	Regular Time - Programmer	Per Hour	\$150.00	\$175.00	\$200.00
6	Regular Time - Administrative	Per Hour	\$75.00	\$100.00	\$150.00
7	Emergency Time - Project Manager	Per Hour	\$189.00	\$250.00	\$200.00
8	Emergency Time - Project Engineer	Per Hour	\$203.00	\$250.00	\$200.00
9	Emergency Time - Field Engineer	Per Hour	\$203.00	\$250.00	\$200.00
10	Emergency Time - Instrument Tech	Per Hour	\$203.00	\$250.00	\$200.00
11	Emergency Time - Programmer	Per Hour	\$203.00	\$250.00	\$240.00
12	Emergency Time - Administrative	Per Hour	\$105.00	\$100.00	\$180.00



Legislation Text

File #: 26-7690, **Version:** 1

ITEM: AUTHORIZATION TO AWARD A CONTRACT TO PAYLE, INC. DBA VISUAL IMAGES FOR THE SUPPLY AND DELIVERY OF TROPHIES, PLAQUES AND MEDALS

REQUEST: Authorization to award a contract to Payle Inc. DBA Visual Images, for the supply and delivery of trophies, plaques and medals, for all recreational sports Village-wide, in the amount of approximately \$120,000 for the initial three-year term.

EXPLANATION: The Parks and Recreation Department purchases trophies, plaques and medals for all recreational sport participants throughout the year.

On July 8, 2026, the Village released ITB #018-26/ER Supply and Delivery of Trophies, Plaques and Medals seeking qualified vendors to provide such services. The solicitation was publicly advertised on Euna OpenBids (formerly known as DemandStar) and Palm Beach County's Legal Notice site. On July 30, 2026, the Village received two (2) proposals:

Vendor	Bid Amount
Payle Inc. DBA Visual Images	\$58,263.00
MTM Recognition Corporation	\$119,782.40

The initial term of the contract is for three (3) years from the date of award with the option to renew for two (2) additional, one (1) year period.

Staff requests authorization to award a contract to Payle Inc. DBA Visual Images, for the supply and delivery of trophies, plaques and medals, in the amount of approximately \$40,000 annually for a total of \$120,000 for the initial three-year term.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds will be allocated within the Parks & Recreation Department operating budget to cover these expenditures.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to award a contract to Payle Inc. DBA Visual Images, for the supply and delivery of trophies, plaques and medals, for all recreational sports Village-wide, in the amount of approximately \$120,000 for the initial three-year term.



ADVERTISEMENT/INVITATION TO BID

The Village of Wellington Council is accepting sealed bids for **ITB 018-26/ER Supply and Delivery of Trophies, Plaques & Medals**.

All Bids must be received, **no later than July 30, 2026**, at **11: 00 AM Local Time**, at which time all Bids will be publicly opened and read via goto.com/meeting/join (Meeting ID: 948-146-205)

Bids may be submitted electronically through Demandstar at www.demandstar.com, (now operating as Euna OpenBids) or delivered/mailed to the Clerk's Office at the address below.

- Electronic Bids will only be accepted when submitted through www.demandstar.com, now operating as Euna OpenBids . Emailed submissions will not be accepted.
- Paper Bids (one original and one PDF Copy on a CD or flash drive) are to be delivered to the Clerk's Office at the address below. Receipt of a bid by any Wellington Office, Receptionist, or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. The Clerk's Office time stamp shall be conclusive as to the timeliness of receipt.

The Owner for the Project is Wellington, Florida, ("Owner").

Bid Documents may be downloaded online at www.demandstar.com, now operating as Euna OpenBids, starting on **July 8, 2026**. No bid may be withdrawn for a period of 120 days after the posting of the recommended award as otherwise provided in Instructions to Bidders.

All paper bids shall be sealed when submitted and be delivered or mailed to:

**Wellington
ATTN: Clerk's Office
12300 Forest Hill Blvd
Wellington, FL 33414**

ENVELOPE MUST BE IDENTIFIED AS SEALED BID # ITB 018-26/ER Supply and Delivery of Trophies, Plaques & Medals

The Owner reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept bids which in its judgment best serve the Owner.

Any and all questions regarding the bidding documents shall be directed to Wellington's Purchasing Division: Emma Ramirez, Phone 561-791-4021 or email eramirez@wellingtonfl.gov .

BID COVER PAGE

SUBMIT BIDS TO: Wellington Attn: Clerk's Office 12300 Forest Hill Blvd Wellington, FL 33414	REFER ALL INQUIRIES TO PRIMARY CONTACT: Purchasing Division 12300 Forest Hill Blvd Wellington, FL 33414 Phone:(561)791-4136	Wellington INVITATION TO BID COMMODITY/SERVICE
BID TITLE: Supply and Delivery of Trophies, Plaques & Medals		BID NO: ITB 018-26/ER

NAME OF FIRM, ENTITY, or ORGANIZATION: Payle, Inc. dba Visual Images				
NAME OF CONTACT PERSON Payne McIntosh	VENDOR MAILING ADDRESS: 200 Business Parkway Suite C	CITY: R.P.B.	ZIP: 33411	STATE: FL
TITLE President	VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):	CITY:	ZIP:	STATE:
PHONE NUMBER: 561-798-2566		FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): 65-0614968		
EMAIL ADDRESS: payne5@aol.com		STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE) 199313705		
FAX NUMBER:				
ORGANIZATIONAL STRUCTURE (Please Check One): Corporation ☒ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other ☐ <i>If Corporation, please provide the following:</i>				
(A) Date of Incorporation: <u>08/15/1995</u> Month / Day / Year		(B) State or Country of Incorporation: Florida		

INSTRUCTIONS TO BIDDERS

1. **GENERAL INSTRUCTIONS:** Potential bidders to the solicitation are expected to review all materials contained herein and prepare responses accordingly. Submit required documents, complete information with solicitation including pricing and related terms.
2. **TIMELINE:** The Event Timeline below gives the date and time (where applicable) for major activities in the solicitation.

EVENT	TIME	DUE DATE
Invitation (ITB) Release Date		July 8, 2026
Submit Electronic Bid. If submitting paper bid - Number of Bid Hard Copies Including Original →	One (1) Original and One (1) PDF file on CD or Flash Drive	N/A
Questions from Bidders to Warrant Response/Addendum	5:00 PM Local Time	July 22, 2026
Bids Received By – (Deadline & Opening)	11:00 am Local Time	July 30, 2026
Evaluation Committee Meeting (if applicable)		N/A
Posted Notice of Intended Award	Tentative	Tentative/DemandStar.com/Clerk's Office
Contract Award by Wellington Council	TBD	TBD

3. **NOTIFICATIONS:** Respondents are advised that <http://www.demandstar.com>, now operating as Euna OpenBids, is the primary sourcing of notices, addendum, bids and other documented communications. Wellington is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Vendors are responsible to check <http://www.demandstar.com>, now operating as Euna OpenBids, for information and updates concerning solicitations or contact the Purchasing Division on the information listed above.
4. **TERMS AND CONDITIONS:** The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title and Bid number to the Clerk's Office, Village of Wellington, 12300 Forest Hill Blvd. Wellington, Florida 33414 no later than local time on stated TIMELINE.

ORDER OF PRECEDENCE: All responses are subject to the requirements, specifications, terms and conditions of the sections of this solicitation which, in case of conflict, shall have the order of precedence listed:

- | | | |
|-----------------------------------|------------------------------------|----------------------------------|
| 1. Bid acknowledgement Cover Page | 5. General Terms and Conditions | 7. Schedule of Values & Ordering |
| 2. Instructions to Bidders | 6. General Instructions to Bidders | Instructions and Forms |
| 3. Special Terms and Conditions | | |
| 4. Technical Specifications | | |

Wellington objects to and shall not consider any additional terms or conditions submitted by a Bidder, including any appearing in documents attached as part of any response. In submitting its response, the Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the solicitation requirements, specifications, terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a bid or response.

5. **NPDES REQUIREMENTS:** As part of Wellington's National Pollutant Discharge Elimination System (NPDES) requirements, applicable vendors awarded a contract by Wellington may be required to achieve training which may include but not be limited to a live presentation and/or video presentation. Such vendor(s) shall be responsible for all costs associated with the training. Training applies to the following NPDES sections:

- (a) **Part III.A.7.c** – Illicit Discharges and Improper Disposal- Investigation of Suspected Illicit Discharges and/or Improper Disposal
- (b) **Part III.A.7.d** – Illicit Discharges and Improper Disposal- Spill Prevention and Response
- (c) **Part III.A.6** – Pesticides, Herbicides, and Fertilizer Application (Must be trained through the Green industry BMP Program offered through Palm Beach County Extension Services) as determined to comply with NPDES requirements.

(d) **Part III.A.9.c** – Construction Site Runoff- Site Operator Training (Florida Stormwater, Erosion and Sedimentation Control Inspector Training and Certification Program offered annually and sponsored by the Palm Beach County MS4 NPDES permittees).

6. **ACCEPTANCE AND REJECTIONS:** Wellington reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid(s) which in its judgment best serves Wellington.

- 1 **SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope as per stated TIMELINE above. The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. Neither the Village of Wellington nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this ITB.

- 2 **EXECUTION OF BID:** Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted. Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted.

- 3 **PRICES QUOTED AND CASH DISCOUNTS:** Bids must include deductions for trade discounts. Firm net prices must be quoted and both unit price and extended totals must be provided. When requested, prices must be stated in the units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discount options to be given for prompt payment must be made aware of. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. All prices quoted shall be fixed per initial term of Bid/Contract unless otherwise specified in Special Conditions. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

- 4 **TAXES:** Wellington is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Wellington owned real property as defined in Chapter 192, F.S.

- 5 **MINOR IRREGULARITIES/RIGHT TO REJECT:** Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. Only Wellington reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Wellington. Wellington may reject any response not submitted in the manner specified by the solicitation documents.

- 6 **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s).
 If and whenever in the Bid specifications that a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. Reference to literature submitted with a previous bid will not satisfy this provision. Since Wellington does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid on, it is the vendor's responsibility to name such a product within his/her bid and proves to Wellington that said product is equal to that specified and to submit brochures, samples, and or specifications in detail on item(s) submitted. Wellington reserves the right to determine acceptance of item(s) as an approved equivalent.
 - (a) **UNIT OF MEASUREMENT (UOM) AND PACKAGING SPECIFICATIONS:** Bid price and extension given per line item(s) must be converted to reflect prescribed UOM in the bid form. If required and applicable, exact packaging specifications of materials per line item must be furnished for clarification and information in consideration of awarding contract. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

 - (b) **SUBSTITUTIONS:** Wellington, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the specific material and brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense. When NO SUBSTITUTION is used in combination with a manufacturer's name, brand name and/or model number that named item is the only item that will be accepted by Wellington.

- (c) **OPEN MARKET PURCHASE:** If to the extent materials and/or services cannot be obtained through successful bidder because of conformity, Wellington may purchase on the open market. Any increase in cost may be charged against the Proposer. Any violation of these stipulations may also result in bidders' Name being removed from the vendor list.
- (d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.
- 7 **MATERIALS/PRODUCTS QUALITY:** Items must be of the quality set forth in the specifications and may be rejected and returned at bidder's expense. Such materials shall be replaced by awardee within 10 days. Items not delivered or replaced as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
- 8 **SAMPLES:** Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414 or User Department location if given.
- 9 **DEFAULT/FAILURE TO PERFORM:** Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, to provide the quality of materials specified, to replace defective materials, as determined in Wellington's sole discretion, and/or to fulfill any portion of this contract within the time stipulated. Upon default by the successful bidder to meet any terms of this agreement, the Purchasing Division will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Purchasing Division notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default: Wellington may terminate the Contract if the Bidder/Contractor/Offeree fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.
- 10 **DELIVERY:** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Transportation of ALL materials/products shall be FOB Destination to any point within thirty (30) days after Wellington places an Order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of Wellington, Monday through Thursday, excluding holidays, unless otherwise specified.
- 11 **INTERPRETATIONS:** Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to The Purchasing Division before Bid opening date with address stated above. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by Purchasing Division in response to requests in full compliance with this provision. Bidder must submit to Wellington Purchasing Division at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.
- 12 **DISPUTES:** A prospective bidder, proposer or offeror may submit a protest in writing to the Purchasing Manager challenging the terms, conditions, or specifications of a competitive solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract. The foregoing notwithstanding, a protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the competitive solicitation. The protest must be filed within three (3) days (excluding Saturdays, Sundays and legal holidays) after the public posting or advertising of the competitive solicitation. Failure to file a protest as to the terms, conditions, or specifications of a competitive solicitation shall be deemed a waiver of the right to protest on those grounds. Prior to the award of any contract, bidders, proposer(s) or offeror(s), may submit a protest in writing to the Purchasing Manager. The protest must be filed within (3) days (excluding Saturdays, Sundays and legal holidays) after the posting of the Notice of Intended Award for public viewing at Wellington's Clerk's Office. All bidders, proposers, offerors or contractors affected by the intended award of contract will also be notified by the Purchasing Manager, via Demandstar.com (now operating as Euna OpenBids) or other means, of the intended award posting. Notwithstanding the above, it is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award to review the public posting of the intended award, and the deadlines to protest set forth herein shall not be enlarged based

upon a claim of lack of knowledge thereof. Additionally, in order to maintain a protest, a protestor must have standing pursuant to established Florida case law. Protests filed by a person or entity who does not have standing may be summarily denied without further action or decision.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a cashier's check or money order for an amount equal to one percent (1%) of the total estimated contract value, but not less than \$1,000 nor more than \$10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is upheld, the filing fee shall be refunded to the protestor. For specific procedures on how to file a formal protest, refer to Chapter 9, Village of Wellington Purchasing Manual.

- 13 LOBBYING/CONE OF SILENCE:** Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Wellington imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of Council or their staff, the Manager, any employee of Wellington authorized to act on behalf of Wellington in relation to the award of a particular contract, or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Agent or designee. (Chapter 9, Village of Wellington Purchasing Manual and Section 2-355 of the Palm Beach County Code of Ordinances). Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, and contract negotiations during any public meeting, presentations made to the Council, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Wellington as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in this Manual.

- 14 AWARDS:** Wellington reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of Wellington; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Federal, State, County, Local laws, ordinances, rules and regulations. No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to Wellington upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to Wellington or who has failed to perform faithfully any previous contract with Wellington.

If the Bidder is in default, Wellington, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder for award or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

- (a) No bid may be withdrawn for a period of 120 days after time of award by Wellington Council.
- (b) As the best interest of Wellington may require, the right is reserved to make award by individual item, group of items, all or none, or multiple vendors. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive, responsible and determined to provide the overall best Value to Wellington.
- (c) Wellington reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.
- (d) Wellington reserves the right to extend any contract for up to one hundred eighty (180) calendar days, or for such period as deemed in the best interest of Wellington, including but not limited to circumstances requiring additional time to complete a new competitive solicitation process, to ensure continuity of services and supplies to user departments.

(e) While Wellington may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by Wellington. If the Bidder is in default, Wellington, through the Purchasing Division will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

(f) RESPONSIBLE VENDOR DETERMINATION

Respondent is hereby notified that Section 287.05701 Florida Statutes, requires that Wellington may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

- 15 BID OPENING:** Bids shall be opened and publicly read at 12300 Forest Hill Blvd, Wellington, Florida 33414 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened. It is the bidders' responsibility to assure that his bid is delivered at the proper time and place before time of bid opening.
- 16 LEGAL REQUIREMENTS:** Federal, State, County and Local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by any bidder will in no way be a cause for relief from legal responsibility.
- 17 INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend Wellington, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services caused by the goods provided pursuant to these bid documents and/or resultant contract.
- 18 OSHA:** The bidder warrants that the product and services supplied to Wellington, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and Chapter 442 FL. Statutes, as amended. The failure to comply with these conditions will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.
- 19 SAFETY PRECAUTIONS:** The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder.
- 20 SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 21 NON-DISCRIMINATION:** The bidder shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this solicitation. Bidder shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this solicitation, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Bidder shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.
- Bidder's decisions regarding the delivery of goods or services under this solicitation shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- 22 QUALITY AND CONDITION:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.
- 23 LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto Wellington property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Palm Beach County and Village of Wellington building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to Wellington

occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.

- 24 BID BONDS, PERFORMANCE BONDS, and CERTIFICATES OF INSURANCE:** If Required Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, The Village of Wellington will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. The Village will retain all bid bonds until the bidder fulfills the terms of the bid. Bidder may withdraw their bid price up to the bid opening. If a bidder withdraws their bid after the bid opening or the successful bidder fails to execute the contract, the bid bond is forfeited, pursuant to Wellington's procurement policy.
- 25 CANCELLATION:** Wellington reserves the rights to cancel in whole or in part this contract by written notice to the contractor at any time and for any reason in accordance with this clause when Wellington determines that it's in the best interest of Wellington. Cancellation shall be in effective the date specified in the notice should any of the following apply:
- (a) The contractor is determined by Wellington to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to Wellington. An equitable adjustment in the contract price shall be made for completed service. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
 - (b) Wellington has determined that such cancellation will be in the best interest of Wellington to cancel the contract for its own convenience.
 - (c) Funds are not available to cover the cost of the services. Wellington's obligation is contingent upon the availability of appropriate funds.
- 26 INVOICING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to Accounts Payable at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Failure to follow these instructions may result in delay in processing invoices for payment. **PURCHASE ORDERS.** Commodities or services are ordered by Wellington via purchase order; Contractor shall not deliver or furnish products until Wellington transmits a purchase order unless alternate payment arrangements are made. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Wellington. **PAYMENT:** Any actual or prospective Bidder, offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in the Purchasing Manual in order to resolve disputed matters or complaints. Payment will be made pursuant to Fla. Stat. § 218.70, Local Government Prompt Payment Act.
- 27 FACILITIES:** Wellington reserves the right to inspect the bidder's facilities at any time with prior notice.
- 28 BID TABULATIONS:** Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid. Bid tabulations with recommended awards will be posted for review by interested parties at the Clerk's Office were delivered and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 29 APPLICABLE LAW AND VENUE:** The law of the State of Florida shall govern the contract between Wellington and the successful bidder and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.
- 30 ASSIGNMENT:** The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of Wellington, which consent may be withheld.
- 31 LAWS, PERMITS AND REGULATIONS:** The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.
- 32 OPTIONAL CONTRACT USAGE BY OTHER GOVERNMENTAL AGENCIES:** If a bidder is awarded a contract as a result of the solicitation, if bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

- 33 WARRANTIES OF USAGE:** Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish Wellington's needs as they arise.
- 34 PUBLIC ENTITY CRIMES:** As provided in Fla. Stat. § 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 35 CONFLICT OF INTEREST:** The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. All Bidders must complete the Conflict of Interest Statement attached hereto. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.
- 36 NON-COLLUSION:** Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Bid list(s).
- 37 PUBLIC RECORDS:** All material submitted regarding this bid becomes the property of Wellington. Bids may be reviewed by any person thirty (30) days after the public opening or after an intended decision is announced, whichever is earlier. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer. Fla. Stat. § 119.07

Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

If the Bidder considers any portion of its proposal to be confidential and exempt from public disclosure pursuant to Chapter 119, Florida Statutes, Bidder must include both a redacted and an unredacted copy of all claimed exempt materials with its submission and provide Wellington with citations to the Florida Statute(s) that support the claimed exemption. If Bidder does not comply with this section, its materials will not be treated as exempt and will be subject to disclosure if requested thirty (30) days after the public opening or after the intended decision is announced, whichever is earlier.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHEVELLE D. HALL AT 561-791-4000, CHALL@WELLINGTONFL.GOV , 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.

If the Bidder considers any portion of its proposal to be confidential and exempt from public disclosure pursuant to Chapter 119, Florida Statutes, Bidder must include both a redacted and an unredacted copy of all claimed exempt materials with its submission and provide Wellington with citations to the Florida Statute(s) that support the claimed exemption. If Bidder does not comply with this section, its materials will not be treated as exempt and will be subject to disclosure if requested thirty (30) days after the public opening or after the intended decision is announced, whichever is earlier.

- 38 TIE BIDS:** If two or more bidders or proposers are tied, the following criteria will be used to break the tie:
- (a) The award will be given to the bidder or proposer whose bid was received earliest by Wellington, as indicated by the time clock stamp impressed upon the bid or proposal.
 - (b) If application of the above criteria does not resolve the tie, a coin toss will be conducted by the Purchasing Manager, with representatives of the affected bidder present.
- 39 ADDITION OR DELETION OF TERMS OR CONDITIONS:** No addition or deletion of the terms or conditions included with the bid response shall be evaluated or considered and any and all such revisions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
- 40. PALM BEACH COUNTY INSPECTOR GENERAL:** In accordance with the Office of Inspector General, Palm Beach County, Florida Ordinance, Chapter 2, Article XII, Palm Beach County Code of Ordinances, the offeror understands that any contract that results from this ITB may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County Code of Ordinances, Chapter 2, Article XII, and is aware of its rights and/or obligations under such ordinance.
- 41. SCRUTINIZED COMPANIES:** Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this solicitation, BIDDER certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this solicitation is valued greater than \$1 million, BIDDER further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this solicitation. If the Village determines, using credible information available to the public, that BIDDER has submitted a false certification, or otherwise engaged in any of the activities prohibited by this paragraph or the applicable Florida Statutes, the Village may terminate the Contract and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.
- 42. E-VERIFY - COMPLIANCE WITH F.S. 448.095:** Wellington requires all contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

SPECIAL TERMS AND CONDITIONS

PURPOSE: The purpose and intent of this invitation to bid is to secure firm fixed pricing and establish a term contract for the **Supply and Delivery of Trophies, Plaques & Medals** as specified herein.

TERM OF CONTRACT: The term of the contract shall be for three (3) years from date of award, and by mutual agreement between Wellington and the awardee(s), be renewable for two (2) additional one (1) year periods. Wellington reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of two (2) one (1) year renewals. Annual renewals will be based upon mutual agreement between Wellington and vendor, and by incorporating the same terms and conditions. Renewals will be by a written notice from Wellington, and acceptance by the awarded vendor(s). The written notice will generally be provided about ninety (90) days prior to the contract expiration date. The pricing submitted for the initial period of the contract will remain fixed. There will be no allowable price escalations for services, materials, or fuel costs throughout the initial term of the contract.

ESCALATION AND DE-ESCALATION DURING RENEWAL: Upon the anniversary date of each renewal period, the awarded vendor may submit a requested price increase per individual unit cost to the Purchasing Division in writing, no less than ninety (90) calendar days prior to the new renewal period. Renewal periods will allow for price adjustments (decrease or increase) in an amount not to exceed the most recent National Consumer Price Index (CPI) percentage for All Urban Customers, Series ID: CUUR0000SA0 – Not Seasonally Adjusted, Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 and/or proof of a manufacturer's price increase. If the most recent CPI or market reflects a de-escalation of prices, the awardee(s) will extend such prices.

Wellington reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of Wellington. The contract will be extended 90 days beyond the contract expiration date, if needed. Bidders agree to this extension when they sign their bid document for the initial period.

Orders will be placed to the successful bidder(s) on an as-needed when-needed basis to meet Wellington's usage requirements.

Wellington reserves the right to order as and when required. No delivery shall become due to be acceptable without a purchase order by Wellington.

METHOD OF AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

Once opened, the bids will be tabulated and evaluated by Wellington before recommendation and/or notice of intent to award. Wellington, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. Wellington further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of Wellington to award the bid to the lowest bidder, or any bidder. Wellington reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of Wellington. Wellington shall be the sole judge of the bids and Wellington's decision shall be final.

Wellington intends to award a contract to the lowest, responsive, responsible total lump sum bidder for the material specified within this bid document, taking into consideration experience, staffing, equipment, materials, references and past performance. **In case of disputes in the award of the contract, the decision of Wellington shall be final and binding on both parties.**

WORK AUTHORIZATION/PLACING ORDERS: Orders shall strictly be based on Wellington's Unit Price Schedule (Schedule of Values). Bidders must bid on all individual line items as outlined in the Bid form. Failure to not bid on all items will be a basis for disqualification.

PAYMENT: Payment will be made upon receipt and acceptance of the complete unit(s). No down or partial down payments will be made.

All bid prices must include freight prepaid to location specified on purchase order in Wellington, Florida.

DELIVERY: Bidder shall notify Wellington of any delays for deliveries lasting more than ten (10) days. Wellington seeks a source of supply that will provide accurate and timely deliveries. The awarded bidder(s) must adhere to delivery schedules. If, in the opinion of a designated Wellington representative (project manager or supervisor), the successful bidder(s) fail at any time to meet the

requirements herein, including delivery requirements, then the contract may be cancelled upon written notice. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions) and items delivered by Common Carrier Only.

PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT: If the bidder(s) is awarded a contract under this solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of contract; provided, however, that the bidder may offer incentive discounts from the fixed price to Wellington at any time during the contractual term.

INSURANCE: The Contractor will deliver to Insurance Tracking Services, Inc. (ITS), Village of Wellington authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the Contractor. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Certificate Holder Address:
(Certificates need to include the following as the Certificate Holder)

Village of Wellington
c/o Insurance Tracking Services, Inc. (ITS)
PO Box 60840
Las Vegas, NV 89160

Email: VOW@instracking.com or
Facsimile: +1 (562) 435-2999

Cancellation and/or Modification of Insurance Coverage

Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to Village of Wellington and such notice is by postal mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

Renewal Policies

The Contractor shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than five (5) business days before to the expiration date of any policy.

Bidders must submit with their bid proof of insurance meeting or exceeding the following requirements or a letter of intent, to provide the following requirements if awarded the contract:

- Worker's Compensation Insurance – as required by law. The Village of Wellington will not accept filed certificates of exemption forms for Worker's Compensation Insurance. This policy must include Employer's Liability with the following limits - \$1,000,000 for accident, \$1,000,000 disease each employee, and \$1,000,00 policy limit.
- General Liability Insurance - \$1,000,000 per occurrence combined single limit for bodily Injury and property damage, \$1,000,000 general aggregate. The Village of Wellington shall be listed as an additional insured and coverage shall be on a Primary and Non-Contributory Basis.
- Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles – coverage shall provide minimum limits of liability of \$1,000,000 per accident combined single limit for bodily injury and property damage. This coverage shall be an "Any Auto" type policy. The Village of Wellington shall be listed as an additional insured.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Village of Wellington as additional insured.

CONTACT PERSON: For any additional information regarding the specifications and requirements of this bid, contact: eramirez@wellingtonfl.gov 561-791-4021.

BID CLARIFICATION: Any questions or clarifications concerning this Bid shall be submitted in writing by mail, facsimile or email to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414, EMAIL eramirez@wellingtonfl.gov. The bid title/number shall be referenced on all correspondence. All questions must be received no later than stated in this BID TIMELINE. All responses to questions/clarifications will be communicated in the form of an addendum or Request for information (RFI). NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

GUARANTEE: The successful bidder will be required to guarantee all products supplied to be in compliance with the specifications. **Any and all deliveries of products found not to be in compliance must be removed immediately and replaced at bidder's expense.**

WARRANTY: Unit(s) to have full factory warranty. No demonstrators, etc., will be accepted. Manufacturer's warranty information must be submitted with Bid Form.

PRODUCT/CATALOG INFORMATION: All bidders must submit catalog/product and specification information on the unit(s) they propose to furnish on this ITB. Failure to submit such information may result in rejection of your bid.

COMPLETE PROJECT REQUIRED: These specifications describe the type of product required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the bidder from furnishing or delivering where required by any part of these specifications to the satisfaction of Wellington.

BID SUBMITTAL: All bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids may be considered "Non-Responsive" if the required information is not submitted by the date and time specified. Before submitting bid, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Division.

LATE BIDS: The Wellington cannot be responsible for bids received after opening time and encourages early submittal.

EXCEPTIONS TO SPECIFICATIONS: Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

COMPLETE INFORMATION REQUIRED ON BID FORM: All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND A PDF (CD) COPY of the Invitation for Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

ESTIMATED QUANTITIES: Quantities stated are for bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Said estimated quantities will be used by Wellington for the purpose of evaluating the low bidder meeting specifications

SUBCONTRACTORS: Bidder shall submit a list of the names of the subcontractors proposed for any portions of the Work. The names, addresses, phone and fax numbers must be listed on the "Questionnaire" included in this Bid document. Wellington reserves the right to approve any subcontractor(s) named and to recommend subcontractor(s) prior to award. No Bidder shall be required to employ any subcontractor against whom he has reasonable objection.

ACCEPTANCE: Delivery of the unit(s) and product to Wellington does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the unit(s) and product meets contract specifications and conditions. The unit(s) and product will be inspected and accepted by the using Department. Unit(s) and product must be in conformance with the specifications and that the engineering materials and workmanship exhibit a level of quality and appearance consistence with or exceeding industry standards. It will be the responsibility of the successful bidder to pick up any unit(s) found unacceptable. After notification, the successful bidder will have five (5) working days to respond and make the necessary arrangement to pick up unit(s), and to redeliver same in five (5) working days after date of pick up. Units not in compliance with bidder specifications are not eligible for, or considered delivered until corrections have been accomplished and in compliance.

SECTION 1 — SCOPE OF WORK

1.1 General Overview

The Village of Wellington (hereinafter "Village") is soliciting bids from qualified vendors for the annual supply and delivery of trophies, plaques, and medals to support Village recreation league programs. These items are awarded to youth and adult participants across multiple sports leagues throughout the year.

1.2 Contract Terms

- This is an as-needed contract. Quantities listed in the Schedule of Values are annual estimates only and do not constitute guaranteed work quantities.
- There is NO minimum order quantity per order. Vendors must fulfill any order regardless of size.
- Ordering will occur on an as-needed basis, typically tied to the conclusion of each league season. There are typically 4–5 separate orders per year for some trophy types.
- The maximum single quantity for any one order is approximately 940 units (medals). All other item quantities depend on league participation at time of order.
- The quoted unit price shall remain firm for the duration of the contract period. In the event the Village requires additional items or add-on teams, the vendor shall provide those items at the quoted price.
- Quantities are annual estimates. The Schedule of Values reflects one year of anticipated usage.

1.3 Delivery Requirements

- Vendor shall deliver items within ten (10) calendar days after receipt of a purchase order. A single delivery timeline applies to all 18 items. Do not submit a separate timeline per item.
- All deliveries shall be made by Common Carrier ONLY.
- If delivery will take longer than ten (10) calendar days from the date the order is placed, the vendor must immediately notify the Village of the delay and provide a revised delivery date.
- Delivery to Village premises does not constitute final acceptance. Acceptance occurs only after inspection confirms items meet contract specifications. Inspection typically takes 2–3 business days; payment is issued within 30 days of receipt of invoice.

1.4 Proof of Concept / Pre-Production Approval

Prior to production and ordering of any item, the awarded vendor MUST submit a Proof of Concept to the Village and receive WRITTEN APPROVAL from authorized Village personnel before manufacturing begins. This requirement applies to all 18-line items.

The Proof of Concept must include, at a minimum:

- Trophy / plaque / medal size (height and width)
- Color(s) to be used
- Dimensions of all components
- Materials to be used
- Sport-specific design elements (e.g., action figure, resin topper, ribbon style)

No items shall be produced or ordered before written approval is received. Any items produced without prior written approval are at the vendor's risk and may be rejected.

1.5 Samples for New Items

Items 11264 and 11265 (Coach Plaques and Sponsor Plaques) have no prior purchase history with the Village. Accordingly, the awarded vendor shall provide one (1) physical sample of each plaque item for Village review and approval prior to the first production run.

- Samples shall be provided at no cost to the Village.
- Samples shall conform to the specifications listed in Section 2, Pages 19-20 of this ITB.
- The Village will review samples and provide written approval or requested revisions within five (5) business days of receipt.
- Production of Items 11264 and 11265 shall NOT commence until written approval of the sample is provided by authorized Village personnel.
- Samples not approved will be returned to the vendor at the vendor's expense.

1.6 Customization Requirements

- Medals (Item 11266) shall be custom designed for the sport in which they are awarded. The Village currently requires custom medals for the following sports: soccer, softball, basketball, lacrosse, volleyball, and triathlon. Additional sports may be added at the Village's discretion during the contract period.
- The Village does not require a specific wood type for plaques (Items 11264 and 11265).
- The Village does not have reference photos or prior proofs available for vendor review.

1.7 Catalog / Product Information Required with Bid

All bidders MUST submit catalog/product and specification information for the units they propose to furnish for each of the 18-line items. Failure to submit this information will result in rejection of the bid. This requirement is satisfied by completing the Catalog Pricing section and including supporting product literature.

1.8 Catalog / Balance-of-Line Pricing

The Catalog Pricing section of this ITB covers items NOT listed on the Schedule of Values. When the Village requires an award item not covered by Items 1–18, it will purchase from the vendor's catalog at the percentage discount off the manufacturer's published LIST PRICE as submitted in this bid.

- Bidders must provide a flat percentage discount off each manufacturer's published list price.
- The percentage discount must remain FIRM for the entire duration of the contract, even if the manufacturer's catalog prices change.
- The Catalog Pricing section will NOT be used as a basis for award. Award will be based solely on the Schedule of Values pricing.
- Vendors are not required to identify which supplier companies they source components from.

SECTION 2 — ITEM SPECIFICATIONS

The following specifications describe each of the 18 bid items. No specific wood type is required for plaque items. Medals shall be custom designed per sport. A Proof of Concept with written Village approval is required before production of any item.

Item #	Commodity	Description
11264	Coach Plaques	8x10 solid wood plaque with 5x7 U-fold plexiglass, high relief color resin plaque mount (sport specific), 4x5 engraved brass plate with black finish. No specific wood type required.
11265	Sponsor Plaques	10x13 solid wood plaque with 8x10 U-fold plexiglass, high relief color resin plaque mount (sport specific), 4x5 engraved brass plate with black finish. No specific wood type required.
11266	Medals	2 3/4" color enamel medal with 1 1/2" sport ribbon with snap clip. Medals shall be custom designed per sport (e.g., soccer, softball, basketball). A Proof of Concept must be submitted and approved in writing before production.
11267	5-6 Yr. Old Participation Trophies	PDU Signature Series (6" Elite resin figure).
11268	7-8 Yr. Old Participation Trophies	5"x2 1/2" marble 2 hole base, resin sport trim, rectangular 2 3/4" pedestal with 5" premium rectangular column with premium end caps, double action figure.
11269	7-8 Yr. Old First Place Trophies	5"x2 1/2" marble 2 hole base, resin sport trim, rectangular 2 3/4" pedestal with 6" premium rectangular column with premium end caps, double action figure.
11270	7-8 Yr. Old Second Place Trophies	5"x2 1/2" marble 2 hole base, resin sport trim, rectangular 2 3/4" pedestal with 7" premium rectangular column with premium end caps, double action figure.
11271	9-10 Yr. Old Participation Trophies	5"x2 1/2" marble 2 hole base, resin sport trim, 7" sport riser, 2" premium rectangular column and premium endcaps, double action figure.
11272	9-10 Yr. Old First Place Trophies	5"x2 1/2" marble 2 hole base, resin sport trim, 7" sport riser, 4" premium rectangular column and premium endcaps, double action figure.

Item #	Commodity	Description
11273	9-10 Yr. Old Second Place Trophies	5"x2 1/2" marble 2 hole base, resin sport trim, 7" sport riser, 2" premium rectangular column and premium endcaps, double action figure.
11274	11-12 Yr. Old Participation Trophies	PDU Signature Series - 8 1/2" Action color resin figure on cherrywood base.
11275	11-12 Yr. Old First Place Trophies	5"x2 1/2" marble 2 hole base, color resin sport trim and place trim, 7" sport riser, 5" premium rectangular column and premium endcaps, double action figure.
11276	11-12 Yr. Old Second Place Trophies	5"x2 1/2" marble 2 hole base, color resin sport trim and place trim, 7" sport riser, 4" premium rectangular column and premium endcaps, double action figure.
11277	13 Yr. Old Participation Trophies	7 1/4"x6" Tall full color explosion oval resins.
11278	13 Yr. Old First Place Trophies	2 1/2"x4 1/2"x4 1/2" Marble cup base, 7" sport riser, 4" premium round column, double action figure.
11279	13 Yr. Old Second Place Trophies	3 1/2"x4 1/2"x4 1/2" Marble cup base, 7" sport riser, 2" premium round column, double action figure.
11280	Adult Team 1st Place Trophies	36" 3 posted, 2 tiered trophy - 8"x8" alamar base and lids, bottom tier - 7" sport riser with figure, middle tier - mylar holder with hologram mylar, top tier - 8 1/2" cup with double action figure.
11281	Adult Team 2nd Place Trophies	32" 3 posted, 2 tiered trophy - 8"x8" alamar base and lids, bottom tier - 7" sport riser with figure, middle tier - mylar holder with hologram mylar, top tier - 8 1/2" cup with double action figure.

BID PROPOSAL CHECKLIST

Note: Please submit your bid in this order for electronic and paper bids.

- YES ☒ NO ☐ 1. Bid submittal – If submitting a paper bid → one (1) original and one (1) PDF (CD) copy or flash drive
- YES ☒ NO ☐ 2. Bid Cover Page
- YES ☒ NO ☐ 3. Acknowledgment of addendums (if any)
- YES ☒ NO ☐ 4. Bid Submittal Form
- YES ☒ NO ☐ 5. Schedule of Value
- YES ☒ NO ☐ 6. Questionnaire
- YES ☒ NO ☐ 7. Drug Free Workplace
- YES ☒ NO ☐ 8. Sworn Statement under Section 287.133(3) (a)
- YES ☒ NO ☐ 9. Certification Pursuant To Florida Statute § 215.4725 and § 287.135
- YES ☒ NO ☐ 10. Conflict of Interest
- YES ☒ NO ☐ 11. Non-Collusion Affidavit
- YES ☒ NO ☐ 12. Insurance Certificates
- YES ☒ NO ☐ 13. Copy of Appropriate Licenses
- YES ☒ NO ☐ 14. E-Verify Memorandum of Understanding (MOU)
- YES ☒ NO ☐ 15. No Coercion for Labor or Services Affidavit
- YES ☒ NO ☐ 16. Foreign Countries of Concern Affidavit

BID SUBMITTAL

To:

Village of Wellington

12300 Forest Hill Blvd.

Wellington, Florida 33414

Visual Images

(Vendor)

agrees to provide material for the **Supply and Delivery of Trophies, Plaques & Medals** in accordance with the requirements and specifications of the Bid Documents for the Village of Wellington as specified.

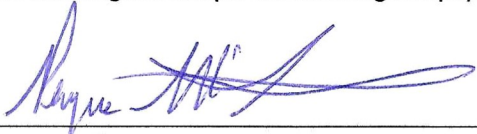
Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Wellington for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Wellington to hold all Bids and Bid guarantees for a period not to exceed one hundred and twenty (120) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.



Contractor's Signature

Dated this 15th day of July, 2026

(Month)

(Year)

SCHEDULE OF VALUES

Complete all fields below. Please refer to the item/commodity specifications on pages 18-19. All pricing shall include labor, materials, equipment, pallets, fuel, shipping, delivery, setup charges and all other necessary items. Bidder understands and agrees that awarded vendor(s) will be paid based upon items and quantities actually accepted by owner. Quantities listed are estimates only and are not to be construed as guaranteed work quantities. In the event Wellington requires add-ons and/or replacements (additional items or additional teams), vendor shall provide commodity at quoted price. Quantities listed reflect a single contract year.

Item	Commodity	Est. Qty	Unit Price Each	Extended Total
11264	Coach Plaques	420	\$ 20.00	\$ 8,400
11265	Sponsor Plaques	380	\$ 23.00	\$ 8,700
11266	Medals	940	\$ 4.00	\$ 3,760
11267	5-6 Yr. Old Participation Trophies	840	\$ 7.00	\$ 5,880
11268	7-8 Yr. Old Participation Trophies	520	\$ 8.00	\$ 4,160
11269	7-8 Yr. Old First Place Trophies	112	\$ 9.00	\$ 1,008
11270	7-8 Yr. Old Second Place Trophies	112	\$ 8.50	\$ 952
11271	9-10 Yr. Old Participation Trophies	560	\$ 9.50	\$ 5,320
11272	9-10 Yr. Old First Place Trophies	112	\$ 10.50	\$ 1,176
11273	9-10 Yr. Old Second Place Trophies	112	\$ 10.00	\$ 1,120
11274	11-12 Yr. Old Participation Trophies	500	\$ 11.00	\$ 5,500
11275	11-12 Yr. Old First Place Trophies	112	\$ 12.00	\$ 1,344
11276	11-12 Yr. Old Second Place Trophies	112	\$ 11.50	\$ 1,288
11277	13 Yr. Old Participation Trophies	370	\$ 13.00	\$ 4,810
11278	13 Yr. Old First Place Trophies	112	\$ 14.00	\$ 1,568
11279	13 Yr. Old Second Place Trophies	112	\$ 13.50	\$ 1,512
11280	Adult Team 1st Place Trophies	15	\$ 60.00	\$ 900
11281	Adult Team 2nd Place Trophies	15	\$ 55.00	\$ 825
GRAND TOTAL:				\$ 58,223

All deliveries will be made by Common Carrier ONLY: Yes X No _____
 Delivery will be made within 15 - 30 calendar days after receipt of purchase order.
 (Provide a SINGLE delivery time applicable to all 18 items.)

CATALOG – Product Information For Schedule of Values

All bidders MUST submit catalog/product and specification information for the units they propose to furnish for each of the 18-line items on the Schedule of Values, page 22. Failure to submit this information will result in rejection of the bid. This requirement is satisfied by completing the Catalog Pricing section below and including supporting product literature:

Catalog Name / Manufacturer	Catalog Number	Catalog Expiration Date	Percentage Discount off List Price
PDU	2026-2027	2026-27	_____ %
Marco Awards	2026-27	2026-27	_____ %
Simba	2026-27	2026-27	_____ %
			_____ %
			_____ %
			_____ %

CATALOG / BALANCE-OF-LINE PRICING (Section 1.8 Page 17)

This section covers items NOT listed on the Schedule of Values. Provide the information below for each manufacturer/catalog from which balance-of-line items may be ordered. The percentage discount must remain firm for the entire contract duration regardless of catalog price changes. Vendor shall indicate in the spaces provided, the Catalog/Manufacturer Name, Catalog Numbers, Catalog Expiration Dates and Percent Discount.

NOTE: The Catalog Pricing section is NOT a basis for award. The Village is not asking to identify which supplier companies you source components from; only provide your catalog discount information as described below.

Catalog Name / Manufacturer	Catalog Number	Catalog Expiration Date	Percentage Discount off List Price
PDU	2026-2027	2026-2027	_____ %
Marco Awards	2026-2027	2026-2027	_____ %
Simba	2026-2027	2026-2027	_____ %
			_____ %
			_____ %
			_____ %

All deliveries will be made by Common Carrier ONLY: Yes X No _____

ALL CONTRACTORS MUST INDICATE PERCENTAGE OFF LIST PRICE FOR BALANCE-OF-LINE CATALOG: _____%

Delivery will be made within 15-30 calendar days after receipt of purchase order.

QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in with the Bid. By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? 41 years

2. What is the last project of this nature that you have completed?

Royal Palm Beach Willows Tournament

3. Have you ever failed to complete work awarded to you? If so, where and why? No

4. Name three individuals or corporations for which you have performed work and to which you refer:

Tom Pastore	Phipps Park Baseball 4715 S. Dixie Hwy.	561-352-6047	tjpneen@yahoo.com
Name	Address	Phone	Email
Gary Stellges	100 Wildcat Way, Royal Palm Beach, Fl.	561-315-9837	gstellges@yahoo.com
Name	Address	Phone	Email
Tony DeCarlo	10000 NW 29th St., Coral Springs 33065	954-830-1848	tonydecarlo.csa@gmail.com
Name	Address	Phone	Email

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion to Date
Coral Springs Softball	Tony DeCarlo	450.00	7/10/26	100%
Wellington Wolves	Jay Midget	1000.00	7/13/26	0%

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? YES

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed
N/A	

8. What equipment do you own that is available for the work? ALL

Equipment Type	Equipment Type
Engraving Machine	Circular Saw
Sublimation press & printer	
various tools	

9. What equipment will you purchase for the proposed work? _____

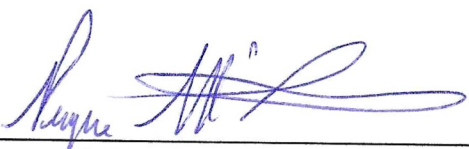
10. What equipment will you rent for the proposed work? None
11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.
Steven Dor, who has been building trophies for us since 2008
12. The address of principal place of business is 200 Business Parkway Suite C, Royal Palm Beach
13. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: Payne McIntosh / President
14. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers. None
15. List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition. None
16. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s). None
17. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute. None
18. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants. None
19. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details. No
20. List and disclose any and all business relations with any members of Wellington Council. None

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. In order to have a drug-free workplace program, a business must attest to the following:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. We inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Contractor's Signature

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Village of Wellington
[print name of the public entity]
by Visual Images for Payne McIntosh / President
[print name of entity submitting sworn statement] [print individual's name and title]

whose business address is 200 Business Parkway Suite C, Royal Palm Beach and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0614968 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

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

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

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

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

STATE OF Florida

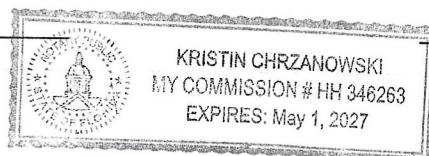
COUNTY OF Palm Beach

[Signature]
[signature]
7/15/20
[date]

Subscribed and Sworn to (or affirmed) before me on 7/15/20 by Payne McIntosh
[date] [name]

He/she is personally known to me or has presented _____ as identification.
[type of identification]

[Signature]
[Notary's Signature and Seal]



Kristin Chrzanowski
Print Notary Name and Commission No.

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 215.4725 and § 287.135

I, Payne McIntosh, on behalf of Visual Images,
certifies

Print Name Company Name

that Visual Images :
Company Name

1. Is not engaged in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List ; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and
5. Has not engaged in business operations in Cuba or Syria.


Signature

President
Title

7/15/20
Date

CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

NO CONFLICT:

☒ To the best of our knowledge, the work contemplated by this agreement would not create a conflict of interest due to the undersigned's representation of other clients on projects pending before the Village of Wellington.

☒ To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

☒ To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

☒ To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

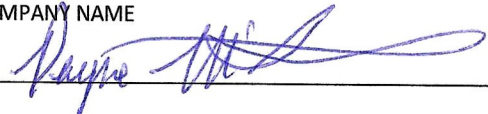
POTENTIAL CONFLICT:

☐ The undersigned business, by attachment to this form, submits a list of current clients and projects for which it is currently seeking Village approval and which may cause a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT IT IS INELIGIBLE TO PERFORM WORK ON BEHALF OF THE VILLAGE OF WELLINGTON FOR ANY OF THE CLIENTS OR PROJECTS LISTED IN THE ATTACHEMENT TO THIS FORM. FAILURE TO DISCLOSE A POSSIBLE CONFLICT OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

Visual Images

COMPANY NAME



AUTHORIZED SIGNATURE

Payne McIntosh

NAME (PRINT OR TYPE)

President

TITLE

Rev. 5.28.2025

NON-COLLUSION AFFIDAVIT

State of Florida

County of Palm Beach

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that the bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a bid for the same materials, services, supplies or equipment, either directly or indirectly, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in disqualification, contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid lists

Visual Images

Name of Bidder

Payne McIntosh

Print name of designated signatory

Payne McIntosh

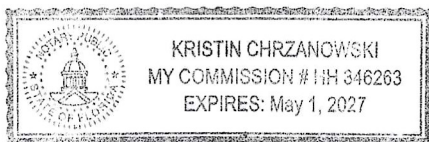
Signature

President

Title

On this 15 day of July, 2020, before me appeared Payne McIntosh personally known to me to be the person described in and who executed this _____ and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed seal the day and year last written above.



(Affix Seal Here)

Kristin Chrzanowski

Signature

Notary Public in and for the State of Florida

Kristin Chrzanowski
(Name Printed)

Residing at _____

My commission expires May 1, 2027

REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to Wellington, we require that you provide us either proof of workers compensation coverage or proof of exemption.

Employers conducting work in the State of Florida are required to provide workers' compensation insurance for their employees. Specific employer coverage requirements are based on the type of industry, number of employees and entity organization. To determine coverage requirements for a specific employer, the following information is provided by the Bureau of Compliance.

Construction Industry - One (1) or more employees, including the owner of the business who are corporate officers or Limited Liability Company (LLC) members. For a list of the trades considered to be in the construction industry see [69L-6.021 Florida Administrative Code](#).

Non-Construction Industry - Four (4) or more employees, including business owners who are corporate officers or Limited Liability Company (LLC) members.

Please note: Non-construction industry Sole Proprietors or partners in a Partnership are not employees unless they want to be included on the business' Workers' Compensation Insurance policy and file a form [DWC 251](#) with the Division of Workers' Compensation.

Agricultural Industry - Six (6) regular employees and/or twelve (12) seasonal workers who work more than 30 days during a season but no more than a total of 45 days in a calendar year.

Out of State Employers must notify their insurance carrier that they are working in Florida. If there is no insurance, the out of state employer is required to obtain a Florida Workers' Compensation Insurance policy with a Florida [approved insurance carrier](#) which meets the requirements of Florida law and the Florida Insurance Code. This means that "Florida" must be specifically listed in Section 3A of the policy (on the Information Page).

An Extraterritorial Reciprocity clause in [the home state's](#) statute allows some out of state Employers to work in Florida temporarily using their home state's Workers' Compensation insurance policy.

Contractors are required to make certain that all sub-contractors have the required Workers' Compensation Insurance **before** they begin work on a project. To see the documentation that is required from a sub-contractor, see [69L-6.032 Florida Administrative Code](#).

If the sub-contractor does not have Workers' Compensation Insurance for its employees, those workers become the employees of the contractor. If an injury occurs, the contractor is responsible for paying the benefits for the work related injury, illness or fatality.

If you meet the above criteria to be exempt, you **MUST** provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers compensation insurance as per the requirements as outlined above, you must provide the Village with a copy of your Florida Division of Workers' Compensation Certificate of Election to be Exempt.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faia.com, www.piafl.org/wc-info.pdf , or call (850) 893-8245.

Please be reminded that the furnishing of this information to Wellington is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, of Workers' Compensation Certificate of Election to be Exempt, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Department located at 12300 Forest Hill Boulevard, Wellington, Florida, 33414.

NO COERCION FOR LABOR OR SERVICES AFFIDAVIT

STATE OF Florida)

COUNTY OF Palm Beach)

BEFORE ME, the undersigned, personally appeared Payne McIntosh (Name of Affiant), who, first being duly sworn, deposes and says:

1. I have personal knowledge of the facts in this affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.

2. I am the officer or agent of the business entity named below and make this affidavit to comply with section 787.06, Florida Statutes.

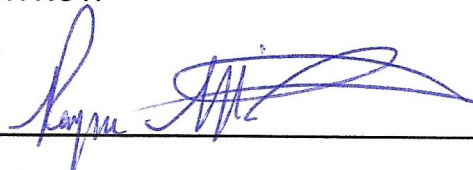
3. The business entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.

5. Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NOT.

Affiant Name:

Signature: 

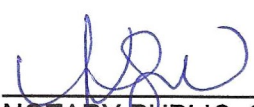
Title: President

Business Entity Name: Visual Images

Date: 7/15, 2026

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this ___ day of July 15, 2026, by Payne McIntosh (Name of Affiant), as President (Title) of Visual Images (Name of Business Entity), who is personally known to me or who has produced _____, as identification.




NOTARY PUBLIC, State of: Florida

Printed Notary Name:

My Commission Expires:

FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

(Pursuant to Section 287.138, Florida Statutes)

I Payne McIntosh (name of affiant) of Visual Images (name of business entity),
attest that the following is true:

6. I have personal knowledge of the facts in this Affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.

7. I am the officer or agent of the business entity named below and make this Affidavit to comply with section 287.138, Florida Statutes.

8. I certify that the business entity named below does not provide access to an individual's personal identifying information to any entity that:

- a) is owned by the government of a foreign country of concern;
- b) has provided a foreign country of concern a controlling interest; or
- c) is organized under the laws of or has its principal place of business in a foreign country of concern.

9. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.

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

Affiant Name: Payne McIntosh

Signature: 

Title: President

Business Entity Name: Visual Images

Date: July 15th, 2026

Bid Tabulation - Supply and Delivery of Trophies, Plaques & Medals

ITB 018-26/ER

VENDORS	Payle, Inc. dba Visual Images	MTM Recognition Corp.
Original and one(1) pdf Copy	Yes	Yes
Bid Cover Page	Yes	Yes
Acknowledgement of Addendum 1	Yes	Yes
Bid Submittal Form	Yes	Yes
Schedule of Values	Yes	Yes
Questionnaire	Yes	Yes
Drug Free Workplace	Yes	Yes
Sworn Statement Under Section 287.133(3)(a)	Yes	Yes
Certification Pursuant to FL Statue 215.4725 and 287.135	Yes	Yes
Conflict of Interest Form	Yes	Yes
Non-Collusion Affidavit	Yes	Yes
Insurance Certificates	Yes	Yes
Copy of Appropriate Licenses	Yes	No
E-Verify MOU	Yes	No
No Coercion for Labor or Services Affidavit	Yes	Yes
Foreign Countries of Concern Affidavit	Yes	Yes
Total Bid Price:	\$ 58,263.00	\$ 119,782.40

Bid Tabulation - Supply and Delivery of Trophies, Plaques & Medals
ITB 018-26/ER

				Payle, Inc. dba Visual Images		MTM Recognition Corp.	
Item	Commodity	Est. Quantity	Unit	Unit Cost	Extended Cost	Unit Cost	Extended Cost
11264	Coach Plaques	420	EA	\$ 20.00	\$ 8,400.00	\$ 45.00	\$ 18,900.00
11265	Sponsor Plaques	380	EA	\$ 23.00	\$ 8,740.00	\$ 82.00	\$ 31,160.00
11266	Medals	940	EA	\$ 4.00	\$ 3,760.00	\$ 8.00	\$ 7,520.00
11267	5-6 Yr. Old Participation Trophies	840	EA	\$ 7.00	\$ 5,880.00	\$ 7.50	\$ 6,300.00
11268	7-8 Yr. Old Participation Trophies	520	EA	\$ 8.00	\$ 4,160.00	\$ 10.50	\$ 5,460.00
11269	7-8 Yr. Old First Place Trophies	112	EA	\$ 9.00	\$ 1,008.00	\$ 11.00	\$ 1,232.00
11270	7-8 Yr. Old Second Place Trophies	112	EA	\$ 8.50	\$ 952.00	\$ 11.50	\$ 1,288.00
11271	9-10 Yr. Old Participation Trophies	560	EA	\$ 9.50	\$ 5,320.00	\$ 15.50	\$ 8,680.00
11272	9-10 Yr. Old First Place Trophies	112	EA	\$ 10.50	\$ 1,176.00	\$ 16.00	\$ 1,792.00
11273	9-10 Yr. Old Second Place Trophies	112	EA	\$ 10.00	\$ 1,120.00	\$ 15.50	\$ 1,736.00
11274	11-12 Yr. Old Participation Trophies	500	EA	\$ 11.00	\$ 5,500.00	\$ 18.75	\$ 9,375.00
11275	11-12 Yr. Old First Place Trophies	112	EA	\$ 12.00	\$ 1,344.00	\$ 18.20	\$ 2,038.40
11276	11-12 Yr. Old Second Place Trophies	112	EA	\$ 11.50	\$ 1,288.00	\$ 18.00	\$ 2,016.00
11277	13 Yr. Old Participation Trophies	370	EA	\$ 13.00	\$ 4,810.00	\$ 37.00	\$ 13,690.00
11278	13 Yr. Old First Place Trophies	112	EA	\$ 14.00	\$ 1,568.00	\$ 25.00	\$ 2,800.00
11279	13 Yr. Old Second Place Trophies	112	EA	\$ 13.50	\$ 1,512.00	\$ 35.00	\$ 3,920.00
11280	Adult Team 1st Place Trophies	15	EA	\$ 60.00	\$ 900.00	\$ 65.00	\$ 975.00
11281	Adult Team 2nd Place Trophies	15	EA	\$ 55.00	\$ 825.00	\$ 60.00	\$ 900.00
		Grand Totals:			\$ 58,263.00		\$ 119,782.40
					*Corrected Total		

Council

Michael J. Napoleone, Mayor
Maria Antuña, Vice Mayor
Amanda Silvestri, Councilwoman
Stephen A. Levin, Councilman
Johnny Meier, Councilman

Manager

Jim Barnes

July 30, 2026

NOTICE OF INTENT TO AWARD

Pursuant to Wellington's Purchasing Policies and Procedures, notice is provided as follows:

INVITATION TO BID: ITB #018-26/ER – Supply and Delivery of Trophies, Plaques & Medals opening date and time July 30, 2026 at 11 am. local time.

1. Wellington has completed its evaluation and intends to recommend to Council the award to **Payle, Inc. DBA Visual Images**.
2. This Notice is conditioned upon and subject to Wellington's reservation of rights as contained in the ITB Documents and approval by the Wellington Council.



Legislation Text

File #: 26-7692, **Version:** 1

ITEM: AUTHORIZATION TO RENEW AN EXISTING MAINTENANCE CONTRACT FOR THE AMPHITHEATER LAWN AND BALL FIELDS LOCATED AT GREENBRIAR PARK AND SOUTH SHORE PARK

REQUEST: Authorization to renew an existing contract with Haverland Ag Innovations for the Maintenance of the Amphitheater Lawn and the ball fields located at Greenbriar Park and South Shore Park in the amount of \$248,057.00.

EXPLANATION: The Public Works Department manages a specialized schedule to maintain the Amphitheater lawn, Greenbriar Park ball fields and South Shore Park Ball fields. The program includes mowing, trimming, fertilization, soil conditioning, thatch removal and chemical application.

On August 17, 2023, the Village released ITB #202335 for the Amphitheater Annual Lawn Maintenance, seeking qualified vendors to provide these services. On October 10, 2023, Council awarded ITB #202335 to Florida ULS Operating LLC dba Haverland Ag Innovations to provide these services. Haverland Ag Innovations was the sole bidder. Amendments were subsequently approved by the Village Council on June 10, 2025 adding the maintenance of Greenbriar Park and South Shore Park ball fields.

The initial term of the contract was for three (3) years, beginning on December 1, 2023, and includes the option to renew for three (3) additional one (1) year periods. Haverland Ag Innovations has agreed to renew with no price increase for this renewal period.

Staff requests authorization to exercise the first renewal option through October 9, 2027 with Haverland Ag Innovations for the maintenance of the Amphitheater lawn, and ball fields located at Greenbriar Park and South Shore Park in the amount of \$248,057.00.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds have been allocated in the Public Works operating budget to cover these expenditures.

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Authorization to renew an existing contract with Haverland Ag Innovations for the Maintenance of the Amphitheater Lawn and the ballfields located at Greenbriar Park and South Shore Park in the amount of \$248,057.00.

Council

Anne Gerwig, Mayor
Michael J. Napoleone, Vice Mayor
John T. McGovern, Councilman
Michael Drahos, Councilman
Tanya Siskind, Councilwoman

Manager

Jim Barnes

NOTICE OF AWARD

Pursuant to Wellington's Purchasing Policies and Procedures, notice is provided as follows:

Reference –

INVITATION TO BID – ITB # 202335 – Annual Lawn Maintenance for Amphitheater

On October 10, 2023, Wellington awarded the referenced contract to the following:

- **Florida ULS Operating LLC dba Haverland Ag Innovations**

Council

Michael J. Napoleone, Mayor
Maria Antuña, Vice Mayor
Amanda Silvestri, Councilwoman
Stephen A. Levin, Councilman
Johnny Meier, Councilman

Manager
Jim Barnes

June 30, 2026

Florida ULS Operating LLC dba Haverland Ag Innovations
12276 San Jose Blvd, Suite 747
Jacksonville, FL 32223
Keely Haverland
Keely@haveag.com

RE: ITB# 202335 Annual Lawn Maintenance for Amphitheater, Greenbriar Park and South Shore Park Ball fields

Dear Ms. Haverland,

(Florida ULS Operating LLC dba Haverland Ag Innovations) (AWARDEE) is an awardee for contract ITB# 202335 Annual Lawn Maintenance for Amphitheater, Greenbriar Park and South Shore Park Ball fields. The contract is set to expire on October 9, 2026 and allows for three (3) additional one (1) year renewals by mutual agreement. Wellington would like to exercise the first renewal option through October 9, 2027 under the same terms, and conditions as stipulated on page 12 of the referenced ITB which is conditioned upon subsequent approval by Wellington Council.

The award/renewal is subject to provisions of State Statutes, Palm Beach County Commission on Ethics and Code of Ethics, and Wellington policies. All Awardees must disclose with their Renewal the name of any officer, director, or agent who is also a Wellington employee. Further, all Awardees must disclose the name of any Wellington employee who is employee in the Awardees firm or any of its branches.

If AWARDEE violates or is a party to a violation of the Wellington, Palm Beach County or Florida Code of Ethics with respect to this Renewal, AWARDEE may be disqualified from performing the work described in this Renewal or from furnishing the goods or services for which the AWARDEE submitted and shall be further disqualified from bidding on any future Proposals/Bids for work or for goods or services for Wellington. A copy of the Wellington, Palm Beach County Commission on Ethics and Code of Ethics and State Ethics Codes is available at the Wellington Clerk's Office, 12300 Forest Hill Boulevard, Wellington, FL 33414. By signing this Renewal Agreement, AWARDEE acknowledges no such conflict.

AWARDEE shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. AWARDEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In

addition, AWARDDEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

AWARDEE's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Please indicate acceptance or rejection of the renewal and return to my attention by Tuesday, July 7, 2026.

If you should have any questions, please contact me or anyone else in the Purchasing Department.

Accept Renewal:	<u>Keely Haverland</u> Printed Name/Title Regional Sales Director	<u>Keely Haverland</u> Signature	<u>7/1/26</u> Date
Reject Renewal:	_____ Printed Name/Title	_____ Signature	_____ Date

Thank you,

Steven Koch
561-753-2534
skoch@wellingtonfl.gov



Legislation Text

File #: 26-7835, **Version:** 1

ITEM: AUTHORIZATION TO UTILIZE A CITY OF WEST PALM BEACH CONTRACT AS A BASIS FOR PRICING FOR THE INSTALLATION OF ROCK RIP RAP

REQUEST: Authorization to utilize a City of West Palm Beach contract with Murray Logan Construction, LLC. as a basis for pricing for the installation of rock rip rap at 130th Avenue and 50th Street and the southside of 50th Street across 120th Avenue, in the amount of \$132,100.00.

EXPLANATION: The City of West Palm Beach executed master contracts with various vendors for RFQ 23-24-405. The Village of Wellington invited all of the awarded vendors to provide a quote for the installation of rock rip rap, at the following locations:

Location 1 is for 130th Avenue and 50th Street and will include furnishing and installing rip rap around an existing culvert pipe where the C-25 ties into the east side of 130th Avenue.

Location 2 is for the south side of 50th Street and will include furnishing and installing rock rip rap around the east and west sides of the culvert pipe that connects the C-25 to the C-7 canal.

The Village received three (3) quotes utilizing the City of West Palm Beach contract # RFQ 23-24-405 MK, effective through October 9, 2027:

Vendors	Location #1: 130th Avenue & 50th Street	Location #2: Southside of 50th Street Across from 120th Avenue	Combined Project Costs
Murray Logan Construction, LLC	\$47,550.00	\$84,550.00	\$132,100.00
Johnson-Davis Incorporated	\$177,365.00	\$151,765.00	\$329,130.00
FG Construction, LLC	\$224,608.00	\$305,157.00	\$529,765.00

Staff recommend utilizing a City of West Palm Beach contract with Murray Logan Construction, LLC. as a basis for pricing for the rock rip rap for 130th Avenue and 50th Street and the south side of 50th Street across 120th Avenue projects, in the amount of \$132,100.00.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

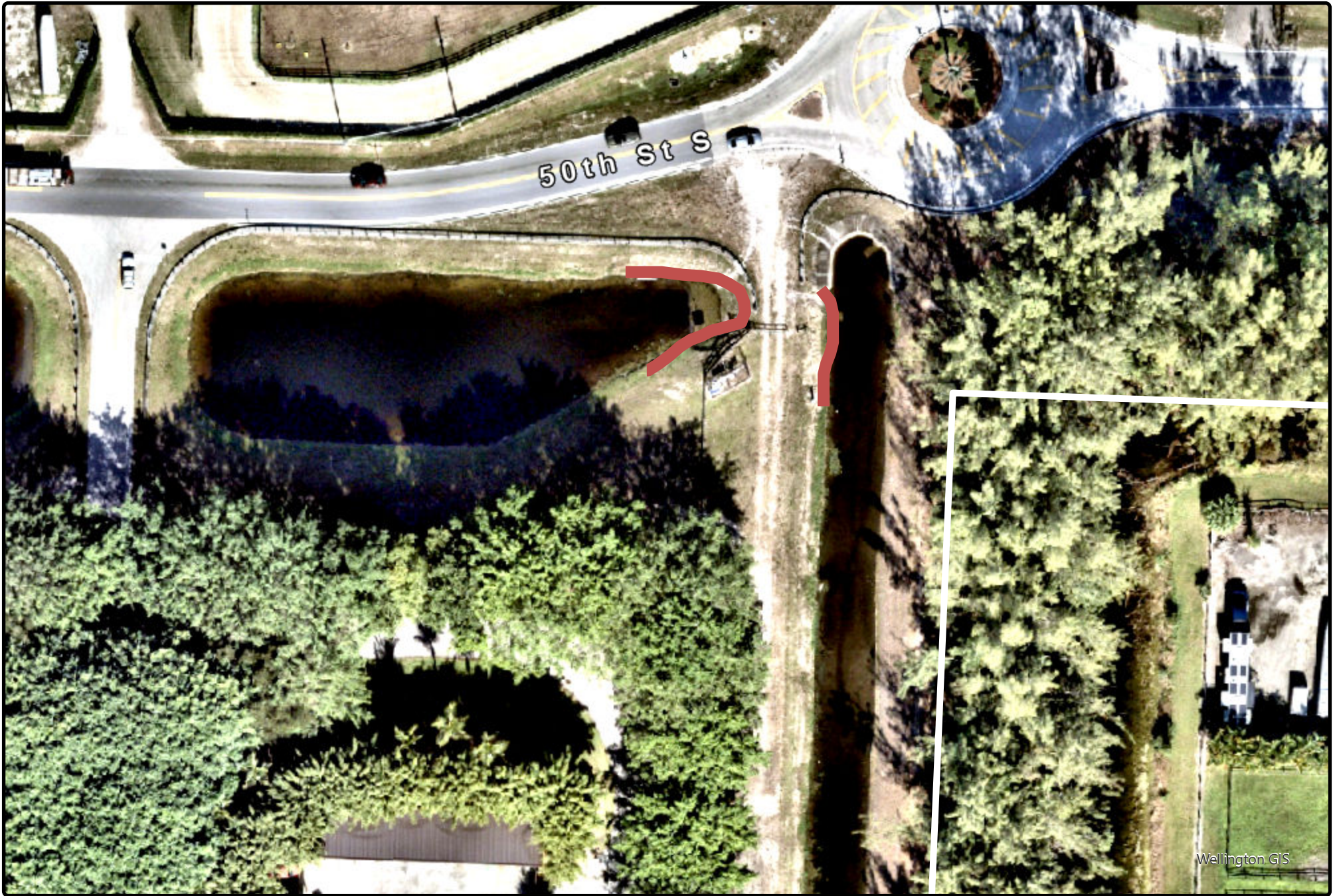
LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funding is allocated in the Major Maintenance Account for Surface Water.

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Authorization to utilize a City of West Palm Beach contract with Murray Logan Construction, LLC. as a basis for pricing for the installation of rock rip rap at 130th Avenue and 50th Street and the southside of 50th Street across 120th Avenue, in the amount of \$132,100.00.

Project: Rock Rip Rap for 130th Avenue & 50th Street and Southside of 50th Street Across from 120th Avenue Quote Tabulation Due Date: July 29, 2026 5:00PM Local Time Request for Quotes #2026-01/MM					
	Vendors				Low Bidder
Project	Murray Logan Construction, LLC	Johnson-Davis Incorporated	FG Construction LLC		
Rock Rip Rap for 130th Avenue & 50th Street - Project Cost	\$ 47,550.00	\$ 177,365.00	\$ 224,608.00		
Southside of 50th Street Across from 120th Avenue - Project Cost	\$ 84,550.00	\$ 151,765.00	\$ 305,157.00		
Total Cost of Projects	\$ 132,100.00	\$ 329,130.00	\$ 529,765.00		

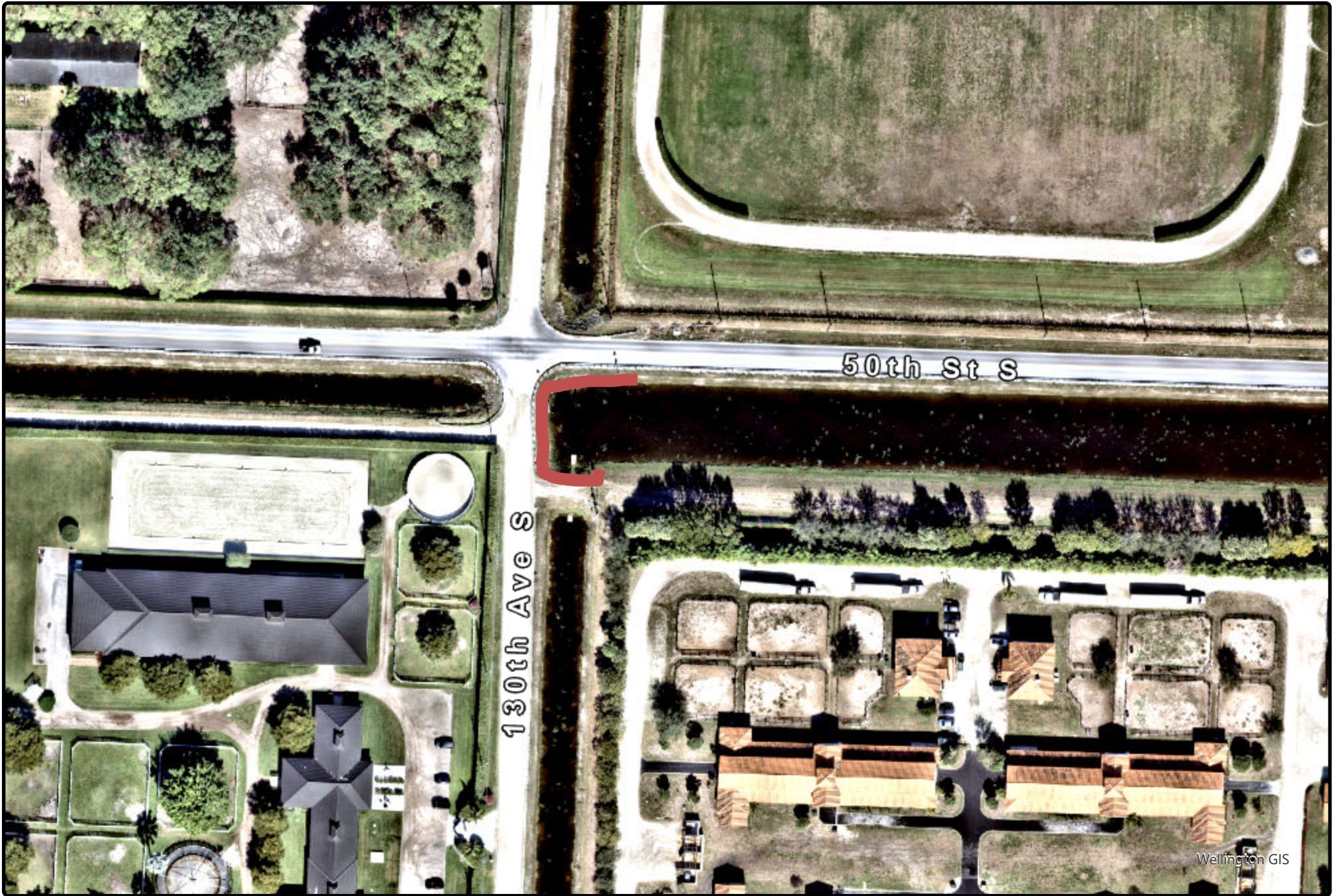


Wellington GIS • 12300 Forest Hill Blvd • Wellington, FL 33414 • www.wellingtonfl.gov



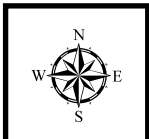
Village of Wellington
Palm Beach County, FL

Wellington	Streets_1K	Major	State
	Priority Type	Non-Wellington	
	Florida Turnpike	Residential	



Wellington GIS

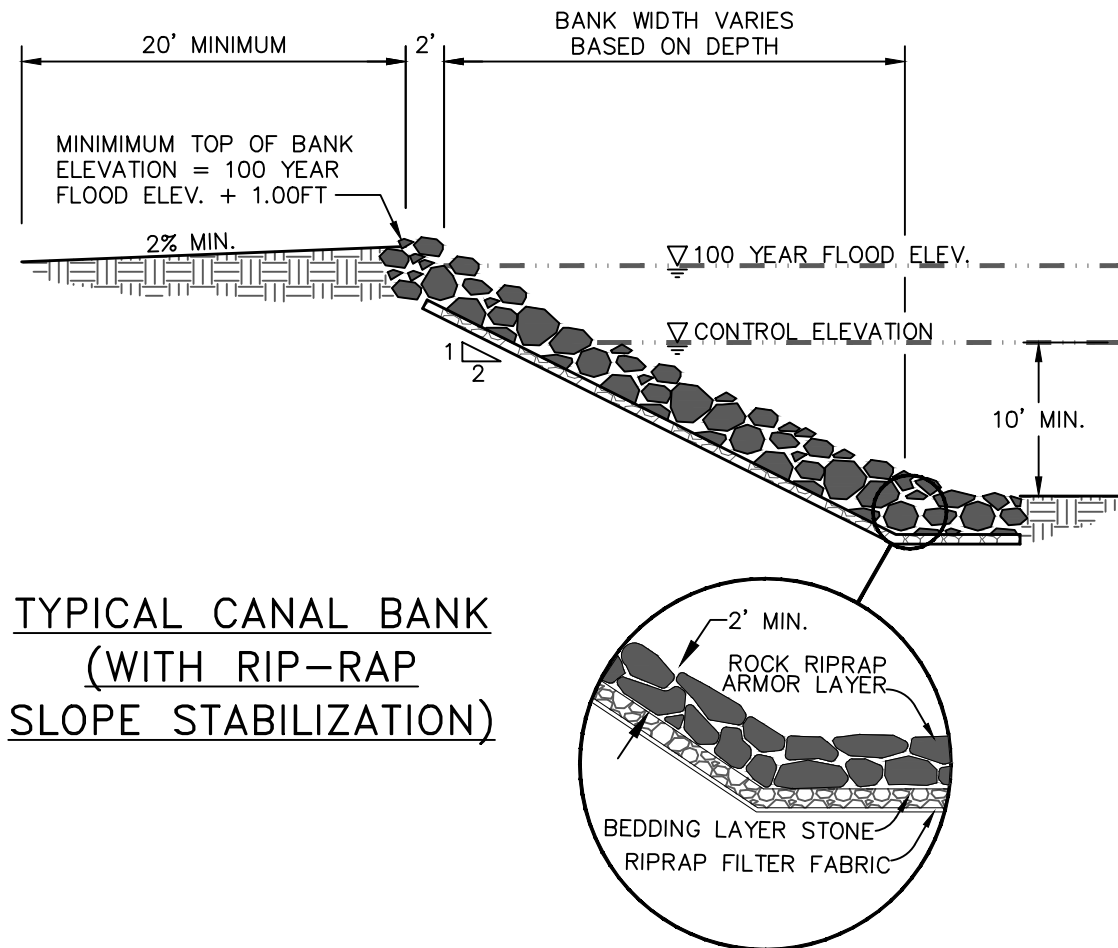
Wellington GIS • 12300 Forest Hill Blvd • Wellington, FL 33414 • www.wellingtonfl.gov



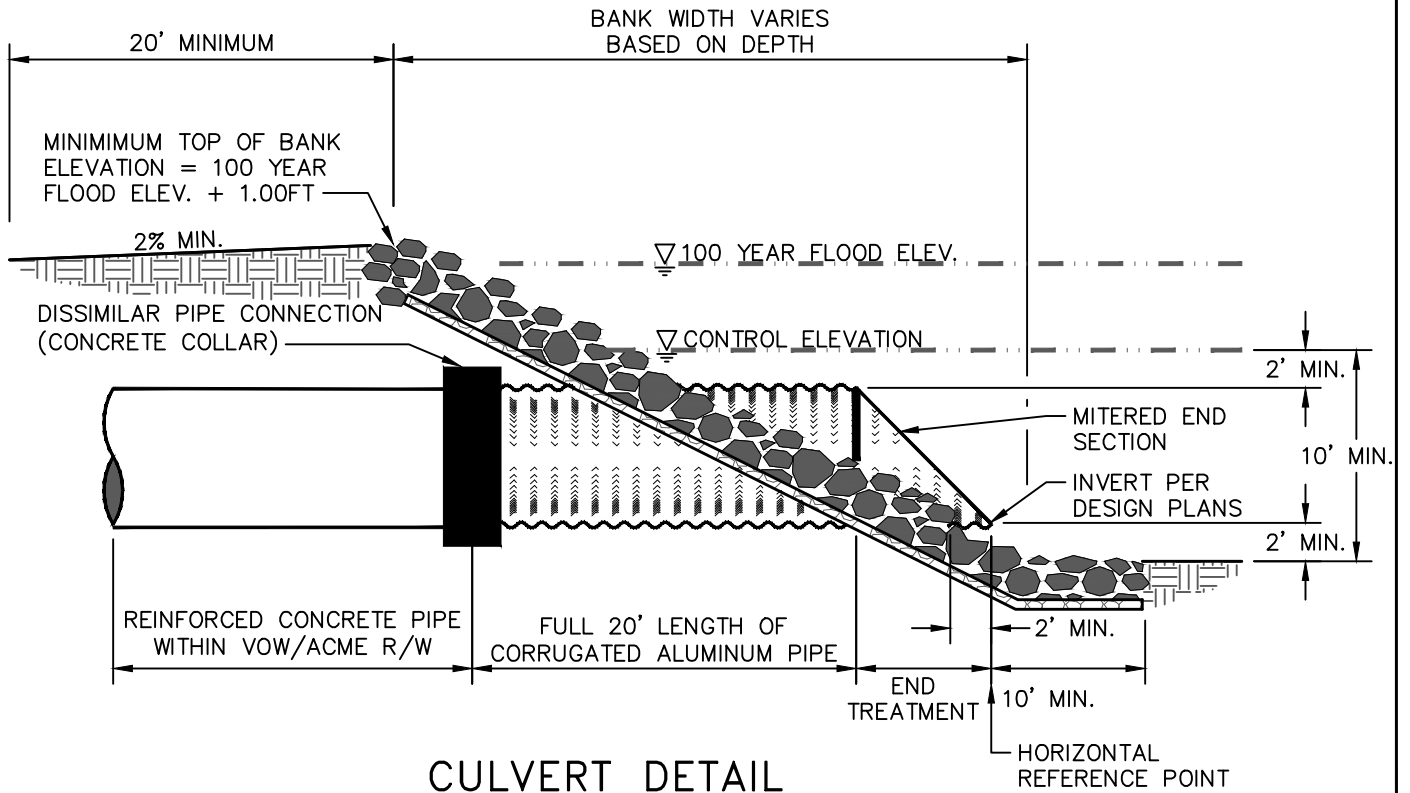
Village of Wellington
Palm Beach County, FL

Wellington	Streets_1K	Major	State
	Priority Type	Non-Wellington	
	Florida Turnpike	Residential	





VILLAGE OF WELLINGTON DEPARTMENT OF ENGINEERING AND CONSTRUCTION				TYPICAL CANAL BANK (WITH RIP-RAP STABILIZATION)		DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:	APPROVED:	EFFECTIVE:	800.2
J.R.R.	07/12/17			JONATHAN REINSVOLD, PE VILLAGE ENGINEER	12/03/21	
REVISED BY:	DATE:					
J.R.R.	12/28/2021					



**CULVERT DETAIL
(SECTION VIEW)**

VILLAGE OF WELLINGTON DEPARTMENT OF ENGINEERING AND CONSTRUCTION				CONVEYANCE CULVERT DETAIL		DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:	APPROVED:	EFFECTIVE:	800.3
J.R.R.	07/12/17			JONATHAN REINSVOLD, PE VILLAGE ENGINEER	12/03/21	
REVISED BY:	DATE:					
J.R.R.	12/28/2021					

Council

Michael J. Napoleone, Mayor
Maria Antuña, Vice Mayor
Amanda Silvestri, Councilwoman
Stephen A. Levin, Councilman
Johnny Meier, Councilman

Manager
Jim Barnes

July 9, 2026

REQUEST FOR QUOTES #2026-01/MM

Rock Rip Rap for 130th Avenue & 50th Street and Southside of 50th Street Across from 120th Avenue

The Village of Wellington is utilizing the City of West Palm Beach's Contract RFQ 23-124-405 MK Term Contract for the Rock Rip Rap for the two locations: 130th Avenue & 50th Street and Southside of 50th Street across from 120th Avenue.

As stated in the contract's Contractor Requirements:

The details for each individual small project will be provided to the pool of small utility contractors. Contractor, along with the other small utility contractors, will have the opportunity to submit a work order quote for the project pursuant to the terms of this Contract. The Contractor must be able to provide all the required services for any individual project for which a work order quote is submitted, either through the self-performance of the scope of work or the use of subcontractors, which must be identified in the quote submitted. The small utility contractor offering the best values to the City will be awarded the project and a work order will be issued for the project, subject to the terms and conditions of this Contract.

"Work order quote" means the pricing quote for each project and is calculated based on establish fee schedule under this Contract. Each work order quote shall include the following:

- 1) Brief description of the work to be performed including applicable permits and licenses required by law.
- 2) Detailed labor and material costs for each of the major elements of work based on the contract rates; and total cost of project.
- 3) List of sub-contractors and equal opportunity participation.
- 4) Signed statement confirming that the Contractor has visited the site prior to preparing the estimate and is thoroughly familiar with the site and the scope of work.
- 5) Number of calendar days required to complete the work after execution of Work Order and issuance of notice to proceed. It is the responsibility of the Contractor to ensure that the Contractor has all of the information necessary to prepare an accurate work order quote.
- 6) The completed work order quote shall be signed and dated by the Contractor and returned to the City for review within the specified time period stated on the request.

Mandatory Onsite Visits. When required by the City's Project Manager or designee, Contractor will attend any mandatory onsite visits required for work order quotes. Only work order quotes received from contractors that have been awarded a master contract, and whose attendance is evidenced by signature on a sign in sheet from the mandatory onsite visit, will be considered for evaluation or award of the work order.

A mandatory walk-through site visit is scheduled on Wednesday, July 15, 2026 at 9:00 am. local time where we will gather at the #1 site location of 130th Avenue and 50th Street, Wellington FL 33414. We then will proceed to the #2 location of Southside of 50th Street across from 120th Avenue, Wellington, FL 33414. **This mandatory site visit will be the only opportunity to visit these sites. Attendance will be evidenced by signature on a sign in sheet taken at both locations. As a reminder, only the Contractors awarded to this Master Contract and that have attended this mandatory site visit will be considered for evaluation or award of the work.**

All quotes should be submitted via e-mail to Maria Miserendino at mmiserendino@wellingtonfl.gov, no later than Wednesday, July 29, 2026 at 5:00 pm. local time.

Scope of Work

- Project for 130th Avenue & 50th Street will include furnishing and installing rock rip rap around an existing culvert pipe where the C-25 ties into the east side of 130th Avenue.
- Project for Southside of 50th Street will include furnishing and installing rock rip rap around the east and west side of the culvert pipe that connects the C-25 to the C-7 canal.

Price should include all labor, material and equipment to perform these projects. The Village of Wellington will be exporting excavated fill materials off-site.

Project Plans

See separate project plans document created by Village Engineer, Jonathan Reinsvold, P.E.

Quote Document

Project Name: Rock Rip Rap for 130th Avenue & 50th Street and Southside of 50th Street Across from 120th Avenue.

Locations: As state above.

Business Name: Murray Logan Construction, LLC

Contact Person: Kurt Kapsos

Address: 313 65th Trail N., West Palm Beach, FL 33413

Phone Number: (561)686-3949

E-mail Address: kurt.kapsos@murraylogan.com

FID Number: 87-2566543

Project	Total Project Cost
*130 th Avenue & 50 th Street	\$ 47,550.00
*Southside of 50 th Street Across from 120 th Avenue	\$ 84,550.00

***Please provide a breakdown to include labor and material costs as a separate attachment.**

BIDDER/CONTRACTOR understands that contractor will be paid based upon work actually performed and accepted by Wellington. Price shall include all labor, materials, transportation, equipment, fuel and all other items necessary to complete the work. All items incidental to or necessary for the completion of the project shall be included in the price.

MURRAY LOGAN CONSTRUCTION, LLC.
General Contractors
313 65th Trail North
West Palm Beach, FL. 33413
TELEPHONE 561-686-3948
FAX 561-686-7465

QUOTATION

DATE: August 3, 2026

TO: Maria Miserendino
Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414

NAME OF PROJECT: RFQ 2026-01/MM Rock Rip Rap for two locations: 130th Ave & 50th St and Southside of 50th Street across from 120th Ave

LOCATION: Village of Wellington

PLANS AND SPECIFICATIONS: Site visit

PRICE TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT TO PERFORM THE FOLLOWING:

Cost Break Down per City of West Palm Beach annual contract RFQ#23-24-405MK

130th Avenue and 50th Street:

Labor & Equipment:				
Alt 13	Heavy Equipment Lowboy	3.312 Hours	\$300.00/hour	\$993.60
219A	Crew	29 Hours	\$275.00/hour	\$7,975.00
Alt 25	Pickup w/ tools	29 Hours	\$100.00/hour	\$2,900.00
Alt 18	Long Reach Backhoe	28 Hours	\$350.00/hour	\$9,800.00
Alt 6	Loader	28 Hours	\$175.00/hour	\$4,900.00

				\$26,568.60
Materials:	Rock Rip Rap	340 Tons	\$56.10 Ton	\$19,074.00
	Markup	10%		\$1,907.40

				\$20,981.40
				=====
Total:				\$47,550.00

50th Street across from 120th Ave:

Labor & Equipment:				
Alt 13	Heavy Equipment Lowboy	3.562 Hours	\$300.00/hour	\$1,068.60
219A	Crew	52 Hours	\$275.00/hour	\$14,300.00
Alt 25	Pickup w/ tools	52 Hours	\$100.00/hour	\$5,200.00
Alt 18	Long Reach Backhoe	51 Hours	\$350.00/hour	\$17,850.00
Alt 6	Loader	51 Hours	\$175.00/hour	\$8,925.00

				\$47,343.60
Materials:	Rock Rip Rap	604 Tons	\$56.00 Ton	\$33,824.00
	Markup	10%		\$3,382.4

				\$37,206.40
				=====
Total:				\$84,550.00

- Notes:
- 1. Survey, as-builts, material testing, resodding disturbed areas and permit fees are excluded.
 - 2. Price based on the Village of Wellington exporting excavated fill material off site.

BUYERS’ SIGNED ACCEPTANCE CONSTITUTES A BINDING CONTRACT. IN THE EVENT THERE IS ANY DEFAULT IN PAYMENT DUE UNDER THIS CONTRACT AND THE SAME IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION, THE PURCHASER AND/OR PURCHASERS HEREBY AGREE TO PAY ALL COST OF COLLECTION INCLUDING, BUT NOT LIMITED TO, A REASONABLE ATTORNEY’S FEE. TERMS NET 30 DAYS.

ACCEPTED: MURRAY LOGAN CONSTRUCTION, LLC.

By: _____ By: _____
Date: _____ Title: Kurt Kapsos, Vice President

MURRAY LOGAN CONSTRUCTION, LLC.
General Contractors
313 65th Trail North
West Palm Beach, FL. 33413
TELEPHONE 561-686-3948
FAX 561-686-7465

QUOTATION

DATE: July 20, 2026

TO: Maria Miserendino
Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414

NAME OF PROJECT: RFQ 2026-01/MM Rock Rip Rap for two locations: 130th Ave & 50th St and Southside of 50th Street across from 120th Ave

LOCATION: Village of Wellington

PLANS AND SPECIFICATIONS: Site visit

PRICE TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT TO PERFORM THE FOLLOWING:

<u>130th Avenue and 50th Street:</u>	
Labor & Equipment:	\$26,814.00
Materials:	\$20,736.00
	=====
	\$47,550.00

<u>50th Street across from 120th Ave:</u>	
Labor & Equipment:	\$47,767.00
Materials:	\$36,783.00
	=====
	\$84,550.00

Notes:

- 1. Survey, as-builts, material testing, resodding disturbed areas and permit fees are excluded.
- 2. Price based on the Village of Wellington exporting excavated fill material off site.

BUYERS' SIGNED ACCEPTANCE CONSTITUTES A BINDING CONTRACT. IN THE EVENT THERE IS ANY DEFAULT IN PAYMENT DUE UNDER THIS CONTRACT AND THE SAME IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION, THE PURCHASER AND/OR PURCHASERS HEREBY AGREE TO PAY ALL COST OF COLLECTION INCLUDING, BUT NOT LIMITED TO, A REASONABLE ATTORNEY'S FEE. TERMS NET 30 DAYS.

ACCEPTED: MURRAY LOGAN CONSTRUCTION, LLC.

By: _____

By: _____

Date: _____

Title: Kurt Kapsos, Vice President



Wellington GIS • 12300 Forest Hill Blvd • Wellington, FL 33414 • www.wellingtonfl.gov

Village of Wellington
Palm Beach County, F

Wellington
Streets_1K
Priority Type
Florida Turnpike

Major
Non-Wellington
Residential
State





Wellington GIS • 12300 Forest Hill Blvd • Wellington, FL 33414 • www.wellingtonfl.gov

Village of Wellington
Palm Beach County, F

Wellington
Streets_1K
Priority Type
Florida Turnpike

Major
Non-Wellington
Residential

State





City of West Palm Beach
Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
TEL: (561) 822-2100

October 9, 2024

Via Email: kurt.kapsos@murraylogan.com

Murray Logan Construction, LLC.
Attn: Kurt Kapsos, Vice President
313 65th Trail N.
West Palm Beach, FL 33413

RE: Notice of Intent Award
RFQ 23-24-405 Master Agreement for Small Utility Contractors

Dear Mr. Kapsos,

Congratulations. Murray Logan Construction, LLC was selected as one of the top five ranked proposers for RFQ 23-24-405, Master Agreement for Small Utility Contractors.

On behalf of the City of West Palm Beach (City) and the East Central Regional Wastewater Treatment Facilities Board (ECR), please accept this Notice of Intent to Award a contract with your firm pursuant to the above referenced solicitation. The City will commence preparing contracts for the City and ECR.

Pursuant to Sec. 66-70 of the City's Code of Ordinance, your firm and the City/ECR will be contractually bound only if and when a written contract between the parties is duly and fully executed.

We look forward to a successful working relationship with your firm. If you have any questions, please contact Monica Keel (561) 494-1055.

Sincerely,

Donna Levengood

Digitally signed by Donna
Levengood
Date: 2024.10.09 11:38:23 -04'00'

Donna L. Levengood, CPPO, CPPB
Procurement Official

cc: Burt Baird, Utilities O&M Superintendent
Ewa Kudela-Leczynski, Water Treatment Plant Manager
Edward Shelton, Utilities Operations & Maintenance Manager

28084



Legislation Text

File #: 26-7789, **Version:** 1

ITEM: RESOLUTION NO. R2026-41 (DROWNING PREVENTION COALITION “BUCKS” CERTIFICATE PROGRAM)

A RESOLUTION OF WELLINGTON, FLORIDA’S COUNCIL APPROVING AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE DROWNING PREVENTION COALITION OF PALM BEACH COUNTY TO PROVIDE FOR VOUCHERS FOR FREE SWIMMING LESSONS UNDER THE “BUCK” PROGRAM FOR FISCAL YEAR 2026-2027; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of the FY27 Drowning Prevention Coalition “Bucks” Program.

EXPLANATION: The Drowning Prevention Coalition's “Bucks” Program assists underprivileged individuals from across Palm Beach County who would like to participate in swimming lessons but who might not otherwise be able to afford them.

In 2004, Wellington joined other aquatics facilities in Palm Beach County to accept the Drowning Prevention Coalition “Bucks” Program certificates. These certificates are accepted through the program as a form of payment, which is then reimbursed to Wellington by the Drowning Prevention Coalition in the form of a monthly check. Wellington has accepted these certificates as a form of payment for the past twenty-two years.

The participation summary for the past four (4) years is listed below:

	2022	2023	2024	2025	2026
Total Vouchers	96	84	124	90	60 to date
Revenue	\$5,760	\$5,040	\$7,440	\$5,400	\$3,360 to date

Staff recommends approval of Resolution No. R2026-41, authorizing the Mayor and Clerk to execute an interlocal agreement with the Drowning Prevention Coalition of Palm Beach County, to provide vouchers for free swimming lessons under the “Buck” Program. The term of the agreement is for three years, effective October 1, 2026 through September 30, 2029.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Anticipated revenues are based on historical participation.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of the FY27 Drowning Prevention “Bucks” Program.

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RESOLUTION NO. R2026-41

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL
APPROVING AND AUTHORIZING THE MAYOR AND
CLERK TO EXECUTE AN INTERLOCAL AGREEMENT
WITH THE DROWNING PREVENTION COALITION OF
PALM BEACH COUNTY TO PROVIDE FOR VOUCHERS
FOR FREE SWIMMING LESSONS UNDER THE "BUCK"
PROGRAM FOR FISCAL YEARS 2026-2027, 2027-2028
and 2028-2029; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Drowning Prevention Coalition of Palm Beach County was created to generate public awareness of the danger of childhood drowning and implement a water safety program to reduce drowning incidents; and

WHEREAS, the Drowning Prevention Coalition of Palm Beach County has proposed an Interlocal Agreement with Wellington to provide for vouchers for free swimming lessons for those individuals under the "Buck" Program who may not otherwise have the ability to afford them; and

WHEREAS, the Agreement is for a three (3) year term commencing on October 1, 2026 and expiring on September 30, 2029; and

WHEREAS, Staff recommends that the Village Council approve the Interlocal Agreement with the Drowning Prevention Coalition of Palm Beach County; and

WHEREAS, such Interlocal Agreement has been prepared, and a copy is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY WELLINGTON, FLORIDA'S COUNCIL that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The Wellington Council hereby approves the Interlocal Agreement with the Drowning Prevention Coalition of Palm Beach County, attached hereto as Exhibit "A" and authorizes the Mayor and Clerk to execute the Agreement.

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2 **SECTION 3.** This Resolution shall become effective immediately upon adoption.
3

4 **PASSED AND ADOPTED** this 11th day of August, 2026.
5

6 **ATTEST:**

WELLINGTON

7
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9 By: _____
10 Chevelle D. Hall, Village Clerk

By: _____
Michael Napoleone, Mayor

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12 **APPROVED AS TO FORM**
13 **AND LEGAL SUFFICIENCY**

14
15
16 By: _____
17 Laurie Cohen, Village Attorney
18
19

MUNICIPAL AGREEMENT FOR SWIMMING LESSONS

THIS AGREEMENT FOR SWIMMING LESSONS (the “Agreement”) is made and entered into on _____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and the Village of Wellington, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter referred to as “MUNICIPALITY”).

WHEREAS, COUNTY’s Fire Rescue Department manages and houses the Drowning Prevention Coalition (“DPC”); and

WHEREAS, COUNTY, by and through its DPC Learn to Swim Program, distributes vouchers to the public which may be redeemed for swimming lessons at designated aquatic facilities within Palm Beach County; and

WHEREAS, the parties desire to enter into this Agreement for MUNICIPALITY to provide swimming lessons as part of the DPC Learn to Swim Program, and to define the parties’ responsibilities relating thereto.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and the MUNICIPALITY agree as follows:

ARTICLE 1 - SERVICES

MUNICIPALITY shall offer and provide swimming lesson classes to students named on DPC Learn to Swim Program vouchers presented to MUNICIPALITY. Each swim class shall consist of a series of water safety swimming lessons that total at least three hours. Voucher holders shall not be charged for any swim class for which MUNICIPALITY’S usual and customary fee is \$60.00 or less. If MUNICIPALITY’S usual and customary fee for a swim class is more than \$60.00, then voucher holders shall not be charged more than MUNICIPALITY’s usual and customary fee for said class minus \$60.00. Said classes may be open to the public and are not restricted to voucher holders. Swim classes shall be provided consistent with any parameters noted on vouchers, for example age, dates or swimming lesson level, or otherwise set out by the DPC Learn to Swim Program.

The swim classes must be provided at an aquatic facility that meets the criteria as described herein. MUNICIPALITY agrees to provide swim instructions at an aquatic facility that is safe, clean and hygienic, and maintained in accordance with all safety and health standards and all other applicable laws and regulations. MUNICIPALITY agrees to provide and maintain in proper working order all equipment necessary to provide and maintain the services as provided herein. MUNICIPALITY represents and warrants that the aquatic facility is in compliance, and shall continue to be in compliance, with Sections 514.031 and 514.0315, Florida Statutes, all applicable rules and requirements of the State and County Health Departments, and all other applicable laws, rules and regulations. Prior to execution of this Agreement, and by the annual anniversary date of this Agreement for each year covered under this Agreement, MUNICIPALITY must complete the following requirements: (1) provide to COUNTY the name and address of the facility MUNICIPALITY will use for swimming instructions; (2) provide to COUNTY copies of the facility’s current operating permit and most current inspection report, which must evidence a satisfactory inspection; (3) submit to a facility inspection from the DPC Manager or designee; (4) receive approval from the DPC Manager to use the facility. MUNICIPALITY must complete the aforementioned requirements prior to changing aquatic facilities at any time during the term

of this Agreement.

MUNICIPALITY, including but not limited to all swimming instructors, shall perform the services set forth herein in accordance with all applicable laws, rules and regulations, and in a competent, professional, safe and responsible manner with full regard for the safety of the participants. MUNICIPALITY agrees and warrants that all swimming instructors utilized by MUNICIPALITY to provide lessons hereunder shall be certified as required by Section 514.071, Florida Statutes, and shall operate in compliance with the highest professional standards and all applicable laws, rules and regulations, including a current CPR certification. MUNICIPALITY shall provide proof of such certifications to COUNTY'S representative upon request. MUNICIPALITY represents and warrants that it has in place, and shall continue to maintain, a drug-free workplace policy.

ARTICLE 2 – COMMENCEMENT AND TERM

This Agreement shall commence October 1, 2026, and shall remain in effect until September 30, 2029.

ARTICLE 3 - PAYMENTS TO MUNICIPALITY

- A. For swim classes provided by MUNICIPALITY in exchange for DPC Learn to Swim Program vouchers, COUNTY shall pay MUNICIPALITY its usual and customary fee per swim class up to a maximum of \$60.00 per swim class series. As provided in Resolution No. R-2022-0450, the total payments to all swimming lesson providers utilized in the DPC Learn to Swim Program for each fiscal year shall not exceed the amount budgeted by COUNTY for this purpose for said fiscal year.
- B. MUNICIPALITY shall invoice COUNTY monthly based on the number of DPC Learn to Swim Program vouchers redeemed. Invoices must include the following information for each voucher redeemed: Voucher number; student's name and contact name, address and phone number; type, level, and age range of swim class, and days and times of lessons; beginning and end dates of lessons; number of classes attended; level achieved; dollar amount invoiced to County; dollar amount charged to student; MUNICIPALITY's usual and customary fee for the class; and any other documentation deemed necessary by COUNTY.
- C. In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If MUNICIPALITY intends to use a subcontractor, MUNICIPALITY must also ensure that all subcontractors are registered as contractors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that MUNICIPALITY and all of its subcontractors are registered in VSS.

ARTICLE 4 - TERMINATION

The COUNTY may terminate this Agreement at any time upon written notice to the MUNICIPALITY with or without cause and without penalty, damages or recourse against COUNTY. MUNICIPALITY may terminate this Agreement upon thirty days (30) days' prior written notice to the COUNTY.

ARTICLE 5 - PERSONNEL

The MUNICIPALITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the instructional services required hereunder shall be performed by the MUNICIPALITY or under by MUNICIPALITY personnel under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized and permitted under state and local law to perform such services.

The MUNICIPALITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The MUNICIPALITY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, MUNICIPALITY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 7 - AVAILABILITY OF FUNDS

The COUNTY'S performance under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners and subject to the provisions of Palm Beach County Resolution No. R-2025-1207, as amended from time to time. The MUNICIPALITY'S performance under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by its governing body.

ARTICLE 8 - INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, MUNICIPALITY acknowledges to be self-insured for General Liability, Automobile Liability and Professional Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

When requested, MUNICIPALITY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to

recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve MUNICIPALITY of its liability and obligations under this Agreement.

ARTICLE 9 - INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless MUNICIPALITY against any actions, claims or damages arising out of COUNTY'S negligence in connection with this Agreement, and MUNICIPALITY shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of MUNICIPALITY'S negligence in connection with this Agreement, including the acts or omissions of swimming instructors. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The COUNTY and the MUNICIPALITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, delegate or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other party.

ARTICLE 11 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or MUNICIPALITY.

ARTICLE 12 - CONFLICT OF INTEREST

The MUNICIPALITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The MUNICIPALITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The MUNICIPALITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the MUNICIPALITY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the MUNICIPALITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the MUNICIPALITY. The COUNTY agrees to notify the MUNICIPALITY of its opinion by certified mail within thirty (30) days of receipt of notification by the MUNICIPALITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MUNICIPALITY, the COUNTY shall so state in the notification and the MUNICIPALITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the MUNICIPALITY under the terms of this Agreement.

ARTICLE 13 - EXCUSABLE DELAYS

MUNICIPALITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of MUNICIPALITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon MUNICIPALITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the MUNICIPALITY'S failure to perform was without its or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 14 - ARREARS

The MUNICIPALITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The MUNICIPALITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 15 – PUBLIC RECORDS

The MUNICIPALITY shall comply with Florida's Public Records Law with regard to any documents or other records relating to this Agreement.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The MUNICIPALITY is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the MUNICIPALITY'S sole direction, supervision, and control. The MUNICIPALITY shall exercise control over the means and manner in which it and its employees

perform the work, and in all respects the MUNICIPALITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The MUNICIPALITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 17 - CONTINGENT FEES

The MUNICIPALITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the MUNICIPALITY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the MUNICIPALITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 - ACCESS AND AUDITS

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the MUNICIPALITY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 19 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the MUNICIPALITY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the MUNICIPALITY represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution R2025-0478, as amended. As part of such compliance, the MUNICIPALITY shall not discriminate on the basis

of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the MUNICIPALITY retaliate against any person for reporting instances of such discrimination. The MUNICIPALITY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The MUNICIPALITY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. MUNICIPALITY shall include this language in its subcontracts.

ARTICLE 20 - AUTHORITY TO PRACTICE

The MUNICIPALITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 21 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 22- PUBLIC ENTITY CRIMES

As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 23 - SURVIVABILITY

Any covenant, agreement, representation, warranty or other provision of this Agreement that is of a continuing nature or which by its language or its nature imposes an obligation that extends beyond the term of this Agreement, including but not limited to representations relating to indemnification and the disclosure or ownership of documents, shall survive the expiration or early termination of this Agreement and the consummation of the transactions contemplated hereunder.

ARTICLE 24 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County Fire-Rescue
405 Pike Road
West Palm Beach, FL 33411-3815
Attn: Fire Rescue Administrator

If sent to the MUNICIPALITY, notices shall be addressed to:

Village of Wellington
12300 Forest Hill Boulevard
Wellington, FL 33414

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the MUNICIPALITY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered unless agreed to in writing by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

ARTICLE 27 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature on this Agreement by MUNICIPALITY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the MUNICIPALITY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 28 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the MUNICIPALITY. MUNICIPALITY is not authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

MUNICIPALITY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

The MUNICIPALITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. MUNICIPALITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 - COUNTERPARTS

This Agreement, including any exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. MUNICIPALITY shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 31 - E-VERIFY - EMPLOYMENT ELIGIBILITY

MUNICIPALITY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. MUNICIPALITY has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers. MUNICIPALITY shall verify that all of its subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

MUNICIPALITY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. MUNICIPALITY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that MUNICIPALITY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that MUNICIPALITY's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify MUNICIPALITY to terminate its contract with the subcontractor and MUNICIPALITY shall immediately terminate its contract with the subcontractor.

If COUNTY terminates this Agreement pursuant to the above, MUNICIPALITY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, MUNICIPALITY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY, and MUNICIPALITY has hereunto set its hand the day and year above written.

WITNESS

**PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS**

Signature

By:_____
Patrick Kennedy, Fire Rescue Administrator,
through Joseph Abruzzo County Administrator

Name (type or Print)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By:_____
County Attorney

By:_____
Palm Beach County Fire Rescue

ATTEST:

VILLAGE OF WELLINGTON, FLORIDA

By:_____
Chevelle D. Hall, Village Clerk

By:_____
Michael J. Napoleone, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By:_____
Laurie S. Cohen, Village Attorney



Legislation Text

File #: 26-7845, **Version:** 1

ITEM: RESOLUTION NO. R2026-37 RATIFYING THE AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES FOR THE PURPOSE OF RECEIVING A GRANT UNDER PROVISIONS OF THE INFLATION REDUCTION ACT PROGRAM FOR THE VILLAGE PARK TREE PLANTING PROJECT; AUTHORIZING THE SIGNATORY; AND RESOLUTION NO. R2026-38 FOR A BUDGET AMENDMENT TO ALLOCATE THE GRANT

RESOLUTION NO. R2026-37 (RATIFYING THE AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES FOR THE VILLAGE PARK TREE PLANTING PROJECT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES FOR THE PURPOSE OF RECEIVING A GRANT UNDER PROVISIONS OF THE INFLATION REDUCTION ACT PROGRAM FOR THE VILLAGE PARK TREE PLANTING PROJECT; AUTHORIZING THE SIGNATORY; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. R2026-38 (BUDGET AMENDMENT FOR FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES GRANT FUNDS OF \$50,000)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE FISCAL YEAR 2025-2026 GOVERNMENTAL CAPITAL FUND BUDGET FOR FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES GRANT FUNDS AWARDED FOR VILLAGE PARK TREE PLANTING PROJECT; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Resolution No. R2026-37 ratifying the Agreement with the Florida Department of Agriculture and Consumer Services (FDACS) for the Inflation Reduction Act Grant for the Village Park Tree Planting Project; and authorizing the Mayor, Village Manager, or Deputy Village Manager to enter into said agreement; and approval of Resolution No. R2026-38 for a budget amendment to allocate the \$50,000 in grant monies to the General Fund.

EXPLANATION: The Florida Department of Agriculture and Consumer Services (FDACS) administers the Inflation Reduction Act Grant Program to provide grants to promote to enhance local urban and community forestry programs and improve the urban environment within the state of Florida. This funding is provided to generate and maintain healthy urban forests.

FDACS has awarded \$50,000 in grant funding for the Village Park Tree Planting Project. There is no match requirement for this grant.

Approval of Resolution No. R2026-37 authorizes the Mayor, Village Manager, or Deputy Village Manager to enter into an agreement with FDACS for the grant, and ratifies said agreement. Approval of the associated Budget Amendment Resolution No. R2026-38 will allocate the grant monies for the Project.

BUDGET AMENDMENT REQUIRED: YES

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY:

FISCAL IMPACT: The budget amendment will allocate \$50,000 in grant monies to the Governmental Capital Fund grant revenues and the Village Park Tree Planting project expense.

WELLINGTON FUNDAMENTAL: Respecting the Environment

RECOMMENDATION: Approval of Resolution No. R2026-37 ratifying the Agreement with the Florida Department of Agriculture and Consumer Services (FDACS) for the Inflation Reduction Act Grant for the Village Park Tree Planting Project; and authorizing the Mayor, Village Manager, or Deputy Village Manager to enter into said agreement; and approval of Resolution No. R2026-38 for a budget amendment to allocate the \$50,000 in grant monies to the General Fund.

RESOLUTION NO. R2026-37

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES FOR THE PURPOSE OF RECEIVING A GRANT UNDER PROVISIONS OF THE INFLATION REDUCTION ACT PROGRAM FOR THE VILLAGE PARK TREE PLANTING PROJECT; AUTHORIZING THE SIGNATORY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Wellington desires to maintain and generate healthy urban forests as vital components of urban infrastructure; and

WHEREAS, the Village of Wellington hereby accepts with the Florida Department of Agriculture and Consumer Services (FDACS) Inflation Reduction Act Grant for the Village Park Tree Planting Project in the amount of \$50,000; and

WHEREAS, the Village of Wellington ratifies the agreement with FDACS to receive the grant funds; and

WHEREAS, the grant funds will be allocated to the Village Park Tree Planting Project;

NOW, THEREFORE, BE IT RESOLVED BY WELLINGTON, FLORIDA'S COUNCIL that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The Wellington Council hereby authorizes the Mayor, Village Manager, or Deputy Village Manager to enter into an Agreement with FDACS for the purpose of receiving grant funds; and ratifies said Agreement.

SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 11th day of August, 2026.

ATTEST:

WELLINGTON

By: _____
Chevelle Hall, MMC, Clerk

By: _____
Michael J. Napoleone, Mayor

APPROVED AS TO FORM

AND LEGAL SUFFICIENCY

By: _____
Laurie Cohen, Village Attorney



Florida Department of Agriculture and Consumer Services
Division of Administration

**FEDERAL FINANCIAL ASSISTANCE
SUBRECIPIENT AGREEMENT**

This Federal Financial Assistance Subrecipient Agreement (Agreement) made and entered into on 7/27/2026, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the Recipient, and the Village of Wellington, the Subrecipient. The Subrecipient's Application package for federal financial assistance, dated, November 17, 2025 (Application) is incorporated by reference. The Subrecipient shall perform the Scope of Work contained in the Subrecipient's Application.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is 70151500.

A. SUBAWARD AMOUNT

1. The total award amount for satisfactorily completing the Scope of Work is \$50,000.00. In no event shall the Recipient be liable for payment of any amount, which exceeds the total award amount.
 - a. The Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the agreement period.
 - b. The balance of unobligated funds which have been advanced or paid must be refunded to the Recipient.
 - c. Funds paid in excess of the amount to which the Subrecipient is entitled under the terms and conditions of the agreement must be refunded to the Recipient.

B. TERM

1. The agreement period of this Subrecipient agreement shall commence upon execution and, unless sooner terminated or canceled, shall end on the 31st day of August, 2027 (Term).
2. No-cost extensions require the prior written approval of the Recipient and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The Subrecipient shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The Subrecipient must register and maintain a registration in SAM until submittal of the final financial report. A unique entity identifier is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
2. Compliance with 2 CFR, Part 25 is not required for individuals.

D. FINANCIAL AND PROGRAM MANAGEMENT

1. Statutory and National Policy Requirements

- a. All expenditures of federal financial assistance under the Agreement shall be in compliance with all applicable laws, rules, and regulations applicable to expenditures of federal funds.
- b. The Subrecipient shall implement applicable National Policy Requirements.

2. Deliverables

- a. The Subrecipient must provide quantifiable, measurable, and verifiable units of Deliverables which must be received and accepted in writing by the Recipient before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work contained in the Subrecipient Application.
- b. The Subrecipient shall perform all deliverables within the time frame established in this Agreement. Unless otherwise set forth in the Scope of Work, failure to meet the Deliverables of this Agreement shall result in a financial consequence up to 100% of the final payment request unless the failure to perform the deliverable is corrected or prohibited by the federal agency awarding the grant.

3. Financial Management

- a. The Subrecipient shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this Agreement.
- b. The Subrecipient shall comply with 2 CFR, Part 200, as currently in effect and as may be amended from time to time and adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

4. Reimbursement Requests

- a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the Subrecipient and terms of this Agreement.
- b. The Subrecipient shall submit the payment request packet to the Recipient's Grant Manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary, and reasonable, and must be submitted by budget category consistent with the budget plan submitted with the Subrecipient's Application.
- c. All reimbursement requests must be submitted using the Recipient's standard payment request packet and provide supporting documentation for each cost. An authorized Subrecipient representative shall sign the certifications on the payment request packet submitted.

- d. The payment request packet is downloadable from <https://forms.fdacs.gov/02019.pdf>.
- e. A Subrecipient whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.
- f. \$50,000.00 for one year based on invoices submitted for expenses incurred during the quarterly periods ending March 31, June 30, September 30 and December 31 of each year. Each quarter, The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT'S performance progress report. Invoices must be received within 30 calendar days of the conclusion of each quarter. Bills will be in the form of an invoice by major categories and will include local funding information detailing staff salaries, benefits, indirect costs (at 10% of Total Direct Costs) and other approved expenses, if accrued.
- g. Travel and per diem costs are not allowable under this contract.

5. Payment of Reimbursement Requests

- a. Payment for allowable, necessary, and reasonable costs shall be made within thirty (30) days after acceptance by the Recipient. Payment request packets returned to the Subrecipient due to omissions or preparation errors will result in a payment delay.
- b. Payment requests for a percentage of work completed on each task deliverable are allowed.
- c. Payment is contingent upon the availability of funding from the federal agency and the Subrecipient's compliance with the terms and conditions of this Agreement.
- d. The final payment under this Agreement shall be made upon completion of the Scope of Work including all Deliverables and the receipt and approval of all reports required hereunder.
 - (1) The final payment under this Agreement shall be made upon completion of the Scope of Work including all Deliverables and the receipt and approval of all reports required hereunder. Reimbursement request form with required backup documentation.
 - (2) Final Report – brief paragraph on letterhead or form FDACS-02018 summarizing what was accomplished with the grant funding.
 - (3) Copy of a news release that will be submitted to a local publication crediting the U.S. Forest Service for providing funding.
 - (4) Copy of Congressional thank you letter - Thank you letter addressed to your federal congressional representatives for the grant funding. Include a brief description of what you were able to accomplish with the funding.
 - (5) Certification of Acceptance executed by a Florida Forest Service official.
 - (6) An iTree Design report of the project is required to be submitted prior to the processing of the final reimbursement. This tool estimates the future reduction in storm water runoff and increase in water quality over the life of the planted trees. The report should include

assessments for years 5, 15, and 25. iTree Design is an easy to use and free program that can be found at <https://design.itreetools.org/>.

- e. Disallowance or adjustments due to audit findings may require the Subrecipient to return funds to the Recipient. The Subrecipient is solely responsible for reimbursing the Recipient for amounts incorrectly paid to the Subrecipient.

6. Program Income

- a. "Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds". 2 CFR 200.80
- b. The Subrecipient must report to the Recipient any program income received or anticipated from the activities performed under this Agreement.

7. Revision of Budget Plan

- a. The Budget Plan contained in the Subrecipient Application lists costs and budget categories to fund the Subrecipient's performance of the Scope of Work, including the completion of Deliverables.
- b. The Subrecipient is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.
- c. Prior approval, evidenced by contract amendment, is required for:
 - (1) Any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.
 - (2) Any equipment purchases not noted in the original Budget Plan and/or Scope of Work.
 - (3) Any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

- a. The Subrecipient shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel, and delays in completion of the work.

9. Acknowledgements

- a. The Subrecipient shall have an acknowledgement of the USDA Forest Service support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public.

Minimum verbiage requirement is as follows: "This publication made possible through a grant from the USDA Forest Service in cooperation with the Florida Forest Service."

- b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.
- c. Audiovisual means a product containing visual imagery or sound or both.
- d. The Subrecipient acknowledgement must contain a disclaimer which states: "Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the USDA Forest Service."
- e. Language shall read:

The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the USDA Forest Service through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the USDA Forest Service nor does mention of trade names, commercial productions, services, or organizations imply endorsement by the U.S. Government.

E. PROPERTY STANDARDS

1. Equipment and Real Property

- a. Equipment must be used in the project for which the federal funds are derived.
- b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds \$5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.
- c. The Subrecipient must maintain property records, which include, but are not limited to, the description, serial number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.
- d. A physical inventory is required at least once every two years.

- e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the Recipient is required.
- f. At the end of the award period, the Subrecipient is required to request from the Recipient disposal instructions and is required to notify the Recipient of the fair market value of the equipment and/or real property.

2. Insurance Coverage

- a. The Subrecipient will carry sufficient insurance coverage to protect all assets required under the Agreement from loss due to theft, fraud, and/or undue physical damage. The Subrecipient shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

3. Intellectual Property

- a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this Agreement shall become the exclusive property of the Recipient and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Subrecipient nor any individual employed under this Agreement shall have any proprietary interest in such property.
- b. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Recipient.
- c. In the event it is determined as a matter of law that any such work is not a "work for hire," the Subrecipient shall immediately assign to the Recipient all copyrights subsisting therein for the consideration set forth in the Agreement and with no additional compensation.
- d. The foregoing shall not apply to any preexisting software, or other work of authorship used by the Subrecipient to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by the Subrecipient pursuant to a previous Agreement with the Recipient or by a purchase by the Recipient under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

- 1. The matching or cost share portion must be tracked using a unique identifier in the Subrecipient accounting system.
- 2. If the matching or cost share portion is not met, the Recipient may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.
- 3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.

4. The matching or cost share portion must be reported based upon the Budget Plan submitted with the Application.
5. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign-in/sign-out logs and must explicitly state the method for valuation of the hours. The value must be reasonable.
6. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.
7. In-kind contributions must be provided by a third party during the period for which they are being claimed.
8. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third-party in-kind contributions may count if they have been used towards other cost sharing requirements.

G. GENERAL PROCUREMENT STANDARDS

1. The Subrecipient will follow the same policies and procedures it uses for procurements from other funding sources.
2. The Subrecipient must have documented procurement procedures.
3. The Subrecipient must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

H. PERFORMANCE MONITORING AND REPORTING

1. The Subrecipient shall submit detailed quarterly reports using the format and content shown on the Recipient's performance progress report. The performance progress report is downloadable from <https://forms.fdacs.gov/02018.pdf>.
2. In the event the Agreement is terminated, the Subrecipient shall furnish a report detailing progress made under this Agreement through the date of termination within twenty (20) days of termination.
3. The Subrecipient shall cooperate in all on-site reviews from the Recipient, its authorized representatives, or federal government personnel.
4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this Agreement to ensure compliance with project activities and statutes, regulations, and rules.
5. The Recipient will give 48 hours' notice of any on site review.
6. The Subrecipient shall make available all personnel involved in the performance of work on this Agreement.

7. Failure to correct substandard performance within thirty (30) days after written notice from the Recipient shall result in suspension and/or termination of the Agreement.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

- a. Upon reasonable notice, the Recipient shall have access to the Subrecipient's records during normal business hours.
- b. The Subrecipient shall maintain all records pertinent to the activities to be funded under this Agreement for a period of five (5) years after final payment is received and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the Agreement have been completely resolved.

2. Access to Public Records

- a. The Subrecipient shall comply with all applicable requirements of Chapter 119, F.S.
- b. To the extent that Subrecipient meets the definition of "Contractor" under Section 119.0701, F.S., all documents, including papers, letters, or any other record or materials prepared pursuant to this Agreement are subject to Florida's Public Records Law. Subrecipient must:
 - (1) Keep and maintain public records required by the Recipient to perform the service.
 - (2) Upon request from the Recipient's custodian of public records, provide the Recipient with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Recipient.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the Subrecipient does not transfer the records to the Recipient.
 - (4) Upon completion or termination of the contract, transfer, at no cost, to the Recipient all public records in possession of the Subrecipient or keep and maintain public records required by the Recipient to perform the service. If the Subrecipient transfers all public records to the Recipient upon completion or termination of the contract, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion or termination of the contract, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Recipient, upon request from the Recipient's custodian of public records, in a format that is compatible with the information technology systems of the Recipient.
- c. The Recipient shall have the right of unilateral cancellation for refusal by the Subrecipient to allow public access to all documents, papers, letters, or other

material made or received by the Recipient in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

- d. Nothing in this article shall be considered a waiver of the provisions of Section 119.0701, F.S.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV**

J. REMEDIES FOR NONCOMPLIANCE

- 1. Prior to the exercise of any remedy provided for herein, the Recipient shall provide thirty (30) calendar days written notice of default and shall provide the Subrecipient the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the Recipient shall have all rights and remedies provided at law or in equity, including without limitation the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.
- b. Disallow all or part of the cost of the services not in compliance.
- c. Wholly or partly suspend or terminate this Agreement.

2. Termination

- a. This Agreement may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. The Subrecipient shall be paid for all work satisfactorily performed prior to the date of termination provided the Subrecipient has otherwise complied with the terms of this Agreement, including the submission of all reports.
- b. The Recipient may suspend or terminate this Agreement if the Subrecipient:
 - (1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;

- (2) Fails to timely fulfill its obligations under the Agreement;
- (3) Improperly or illegally uses funds provided under this Agreement; or
- (4) Submits reports that are incorrect in any material respect.

K. CLOSE OUT

1. Notwithstanding the termination of this Agreement, the Subrecipient's obligations to the Recipient shall survive until all close out requirements are completed. Close out activities shall include but are not limited to completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to Recipient or its designee.
2. Post-close Out Adjustments
 - a. Any funds paid in excess of the amount to which the Subrecipient is entitled under the Agreement must be refunded to the Recipient within thirty (30) days after demand therefore by Recipient.

L. AUDIT REQUIREMENTS

1. Audit Provisions
 - a. If the Subrecipient is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.
 - b. If the Subrecipient is a commercial organization (for-profit), the organization will provide the Recipient with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.
 - c. Audit provisions are not required for a Subrecipient who is an individual.
 - d. In the event that the Subrecipient expends \$1,000,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.
 - e. If the Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.
 - f. If the Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.
2. Basis for Determining Federal Awards Expended
 - a. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from the Recipient.

- b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

3. Relation to Other Audit Requirements

- a. If the Subrecipient has an audit conducted in relationship to any other federal regulation or statute, the Recipient may determine upon review if the audit reports meet the needs of the Recipient. If so, an additional audit will not be required.
- b. An audit of the Subrecipient conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200 Subpart F will meet these requirements.
- c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO), or Recipient to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

4. Frequency of Audits

- a. Audits shall be performed annually to meet this requirement.

5. Sanctions

- a. If the Subrecipient is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

6. Subrecipient Responsibilities

- a. The Subrecipient shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR 200.512.
- b. The Subrecipient shall prepare the financial statements in accordance with 2 CFR 200.510.
- c. The Subrecipient shall promptly follow up and take corrective action on audit findings.
- d. The Subrecipient will provide the auditor with access to records, personnel, documentation, and other information as needed by the auditor.

7. Audit Findings Follow-up

- a. At the completion of the audit, the Subrecipient must prepare, in a document separate from the auditor's findings a corrective action plan to address each audit finding included in the current year auditor's reports.
- b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.

- c. If the Subrecipient does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.
- d. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient.
- e. Failure of the Subrecipient to comply with the above requirement will constitute a violation of this Agreement and may result in the withholding of future payments.

8. Report Submission

- a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.
- b. The Subrecipient must submit required data elements described in Appendix X to 2 CFR, Part 200 – Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the Subrecipient, its federal programs and the results of the audit.
- c. A senior representative of the Subrecipient must sign a statement to be included as part of the data collection that the Subrecipient has complied with the audit requirements, the data was prepared in accordance with 2 CFR 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete, and the reporting package and form will be publicly available on the web.
- d. The Subrecipient shall also submit to the Recipient's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor, and the data collection form described in Appendix X to 2 CFR, Part 200.
- e. The Subrecipient is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at <https://www.fac.gov/>.
- f. The Subrecipient shall ensure that audit working papers are made available to the Recipient's Chief Financial Officer or Auditor General, or its designee, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Recipient.

M. GENERAL CONDITIONS

- 1. Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or employer and employee between the parties. The Subrecipient will at all times remain an independent contractor with respect to the services to be performed under this Agreement.
- 2. Indemnification. The Subrecipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold

harmless the Recipient, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Subrecipient, its agent, employees, partners, or subcontractors, provided, however that the Subrecipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Recipient. Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity, as set forth in Section 786.28, F.S., may otherwise apply.

3. Liability. The Recipient shall not assume any liability for the acts, omissions to act or negligence of the Subrecipient, its agents, servants, and employees, nor shall the Subrecipient disclaim its own negligence to the Recipient or any third party.
4. The Subrecipient shall not discriminate on the basis of race, sex, religion, color, national origin, age, or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).
5. The Subrecipient acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the Subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), F.S., during the term of the contract, including receiving and maintaining required affidavits from subcontractors.
6. This Agreement is contingent upon the availability of funding from the federal agency. This Agreement may be terminated by Recipient if funding from the federal agency is reduced or terminated.
7. The Subrecipient represents and warrants that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. Any lower tier contract provider who receives funds as a result of this Agreement shall be verified by Subrecipient through the General Services Administration (GSA) Federal Excluded Parties List: <https://sam.gov/SAM/>.
8. The Subrecipient shall comply with the Federal Acquisition Regulation 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, as currently in effect and as may be amended from time to time. Failure to comply or if the Subrecipient knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this Agreement.
9. The Subrecipient acknowledges it has completed the certification regarding lobbying.

10. If prior written authorization for subcontracting is granted by the Recipient, any work or services subcontracted by the Subrecipient shall be specifically by written contract or Agreement, and such subcontracts shall be subject to each provision of this Agreement and applicable Federal, State or County guidelines and regulations as currently in effect and as may be amended from time to time. Prior to execution by the Subrecipient of any subcontract hereunder, the Subrecipient must submit such subcontracts to the Recipient for its review and approval.
11. The Subrecipient will comply with section 20.055, F.S.
12. This Agreement may not be modified except by a written instrument executed by a duly authorized representative of each party hereto.
13. In the event that two or more documents combine to form this Agreement, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the Recipient shall be controlling.
14. This Agreement shall be controlled by Florida law, without regard to any conflict of law provisions thereof with venue in Leon County, Florida.
15. Severability. In the event that any clause or requirement of this Agreement is contradictory to, or conflicts with the requirements of Florida or federal law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the applicable Florida or federal law shall substitute for that clause or requirement and be binding on all parties hereto.
16. Paragraph Headings. Paragraph headings contained in this Agreement are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this Agreement.
17. Compliance. The Subrecipient shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in effect and as may be amended from time to time pertaining to the duties and obligations arising from this Agreement.
18. Survival. The termination of this Agreement (whether by expiry, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the terms of Article D (entitled "FINANCIAL AND PROGRAM MANAGEMENT"), Article I (entitled "RECORD RETENTION AND ACCESS"), Article K (entitled "CLOSE OUT"), and Article L (entitled "AUDIT REQUIREMENTS") hereof will survive the termination of this Agreement.
19. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

20. The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

21. Administration of Agreement.

The Grant Manager for the Recipient is Todd Little and is located at 3125 Conner Boulevard, Tallahassee, Florida 32399.

The Grant Manager for the Subrecipient is Tanya Quickel and is located at 12300 Forest Hill Boulevard, Wellington, Florida, 33414.

Substitution of a Grant Manager by any party after execution of this Agreement shall not require a formal amendment of this Agreement; however, the other Grant Manager shall be informed in writing within seven (7) business days of the substitution.

22. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth above.

23. Entire Agreement. The instrument, including any attachments or exhibits, embodies the Entire Agreement of the parties for the use of the funds received under this Agreement. This Agreement supersedes all previous oral or written communications, representations, or Agreements on this subject.

N. STATE FUNDS; REPORTING

1. Inspection and Reporting Requirements. Upon request, the Subrecipient shall comply with Section 216.1366(3), F.S., inspection requirements. Any records, papers, and documents requested by the Department must be provided for inspection within ten (10) business days after the request is made. If the Subrecipient is a non-profit organization as defined in Section 215.97(2), F.S., then the Subrecipient must provide documentation that indicates the amount of state funds (1) allocated to be used during the full term of the contract for remuneration of any member of the board of directors or an officer of the Subrecipient, and (2) allocated under each payment by the Recipient to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and receipts of remuneration.
2. The Subrecipient is not classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore the Subrecipient is not required to complete and return the [Total Compensation Paid to Non-Profit Personnel Using State Funds form \(FDACS-01324\)](#) located at <https://forms.fdacs.gov/01324.pdf> in accordance with Section 216.1366, F.S., no later than ten (10) business days from execution of this Agreement and with each invoice or reimbursement submission in accordance with Section D. If the non-profit Subrecipient maintains a website, the Subrecipient must post the information required by Section 216.1366(3), F.S., on its website.

3. Failure to comply with any of the requirements of Section 216.1336, F.S., may result in termination of the Agreement as prescribed in Section J.

NOTE: Articles O and P do not apply to Individuals or Private Citizens.

O. EXECUTIVE COMPENSATION

1. The Subrecipient shall complete and return the [Executive Compensation Attestation for Agreements Involving State Funds form \(FDACS-01317\)](https://forms.fdacs.gov/01317.pdf) located at <https://forms.fdacs.gov/01317.pdf> no later than ten (10) business days from execution of this Agreement. Executive Compensation Attestation is required pursuant to Executive Order 20-44. Governmental entities as defined in Section 287.012(14), F.S., are excluded from the executive compensation reporting.
2. In the event that the Subrecipient receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, or this Agreement results from the Subrecipient being named in statute as the required Subrecipient of a sole-source, public-private Agreement, then the Subrecipient shall provide an annual report to the Recipient due on or before June 30th. An annual report shall be required for each year that this Agreement remains in existence. The report shall detail the total compensation of the Subrecipient's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the Subrecipient's IRS Form 990.
3. The Subrecipient understands and agrees that it must provide Recipient of written notice detail any change in executive compensation in the intervening period between annual reports.
4. The Subrecipient understands and agrees that failure to comply with any provision of this section constitutes a material breach for which Recipient may seek termination of this Agreement pursuant to Article 7 of this Agreement.
5. The final annual report shall be delivered to the Recipient as part of the close out process detailed in Article 8.

P. AFFIDAVIT FOR NONGOVERNMENTAL ENTITY

Pursuant to Section 787.06(13), F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, as defined in Section 287.138(1), F.S., an officer or representative of the nongovernmental entity must attest under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, F.S. The [Non-Coercion for Labor or Services Affidavit \(FDACS-01364\)](https://forms.fdacs.gov/01364.pdf) located at <https://forms.fdacs.gov/01364.pdf> or a substantially similar affidavit must be completed and returned to the Recipient no later than ten (10) business days from the contract being executed, renewed, or extended. Email the completed affidavit to the Recipient's Grant Manager and reference the contract number in the subject line.

Federal resources awarded to the Subrecipient pursuant to this agreement are from USDA Forest Service, federal financial assistance funding opportunity under FAIN #23-DG-11083112-500 and Assistance Listing Number (ALN) (formerly known as Catalog of Federal Domestic Assistance Number) 10.727, Inflation Reduction Act Urban & Community Forestry.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the parties have caused to be executed this Agreement by the undersigned officials duly authorized:

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

SUBRECIPIENT

Joy B. Hicks
Signature

TAMIA QUICKEL
Signature

Director of Administration
Title

Deputy Village Manager
Title

7/21/2026
Date

7/27/2026
Date

Florida Department of Agriculture and Consumer Services
Division of Administration

SCOPE OF WORK
2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-500	2. Subrecipient FEIN: 650645105
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3. Subrecipient Legal Name: Village of Wellington

Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.

Performance Measures					
Deliverable #	Tasks	Task Description	Indicator	Costs per Unit	Outcome Measures
1	1	Native Tree Planting	Purchase, Transport, and Planting of 65 Wind-resistant Native Trees	\$50,000	Planting of approximately 65 Native Trees of five separate species

Describe in detail the activity or work to be conducted.

Project Task #1: The Village will select a landscape contractor to acquire, transport, and install the new plantings. The contractor will be selected through a competitive bid process that will require the installation of the trees with a 60-day establishment period provided by the same company. The plantings will all be Florida Grade #1 and native to the area. The task will be completed according to the final design of the sites and will consist of approximately the following native species. For this project, the Village has designated two parking lot locations within Village Park, one on the east side and one on the west side, as the focus areas for canopy enhancement and shade expansion.

Wellington Village Park Location

Common Name	Gallon Size	Price Per Tree	Quantity of Trees	Total Amount
Dahoon Holly	30 gal	\$375	13	\$4,875
Silver Buttonwood	30 gal	\$375	13	\$4,875
Pidgeon plum	30 gal	\$425	13	\$5,525
Satin Leaf	30 gal	\$500	13	\$6,500
Wild Tamarind	45 gal	\$550	13	\$7,150
				\$28,925
Mulch				\$2,075
Irrigation Repairs				\$5,000
Site Preparation				\$14,000
Total				\$50,000

Under the guidance of the Village of Wellington's Landscape Division Superintendent, the contractor will purchase and transport the trees, prepare the site for planting, plant the trees, and follow with a 60-day establishment period. This will include:

- 1) Purchase and transport 65 identified trees to the Wellington Environmental Preserve location.
- 2) Site Assessment: Conduct a thorough evaluation of the site, including sun exposure, soil type, drainage, and surrounding infrastructure.
- 3) Site Clearing and Preparation: Remove unwanted vegetation, grind down stumps and roots, and eliminate invasive species.
- 4) Soil Preparation: Conduct a soil test to determine pH, nutrient levels, and compaction. Loosen compacted soil if needed.
- 5) Infrastructure Preparation: Mark locations, install root barriers, lay out irrigation, and ensure access routes for equipment.
- 6) Digging Planting Holes: Dig each planting hole 2-3 times wider than the root ball.
- 7) Staging Materials: Move plants to the planting locations.
- 8) Planting the trees: Plant the trees at the identified locations.

To be completed in eight months

Once the trees are planted, the contractor will be responsible for monitoring and watering the newly planted trees for the 60-day grow-in period. This will include daily surveys and watering at least twice a week. Watering will be more if rainfall is insufficient during the time period.

To be completed in two months.

The total project will take ten months to complete.

Once the grow-in period is complete, the project will be included in the Village's landscape maintenance plan and tree inventory.

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN
2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-500				2. Subrecipient FEIN: 650645105	
3. Subrecipient Legal Name: Village of Wellington					
Category	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total Estimated Budget
Personnel	\$0	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0	\$0
Travel (if authorized)	\$0	\$0	\$0	\$0	\$0
Equipment (if authorized)	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0
Contractual (if authorized)	\$0	\$0	\$0	\$50,000	\$50,000
Other Expenses	\$0	\$0	\$0	\$0	\$0
Total Direct Charges	\$0	\$0	\$0	\$50,000	\$50,000
Indirect Charges	\$0	\$0	\$0	\$0	\$0
Total Amount	\$0	\$0	\$0	\$50,000	\$50,000



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

**CERTIFICATION REGARDING LOBBYING;
DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS
FOR EXPENDITURE OF FEDERAL FUNDS**

LOBBYING

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

TANYA QUICKEL Deputy Village Manager

FDACS# 34129

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

Tanya Quickel 7/27/2026

SIGNATURE OF REPRESENTATIVE / DATE

RESOLUTION NO. R2026-38

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE FISCAL YEAR 2025-2026 GOVERNMENTAL CAPITAL FUND BUDGET FOR FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES GRANT FUNDS AWARDED FOR THE VILLAGE PARK TREE PLANTING PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Wellington desires to promote better urban forest management and the resources necessary for the retention and maintenance of healthy urban forests; and

WHEREAS, the Village of Wellington has accepted a Florida Department of Agriculture and Consumer Services (FDACS) for the Inflation Reduction Act Grant in the amount of \$50,000 for the Village Park Tree Planting Project; and

WHEREAS, the capital project budget may be amended by the Wellington Village Council; and

WHEREAS, a Budget Amendment, attached as Exhibit "A", has been prepared in accordance with Section 6 of Wellington's Charter and in compliance with §166.241 (4) (c) Florida's Statutes and Article VII, Purchasing Contracts, and Property Management Policies, Section 2-332 of Wellington's Code of Ordinances appropriating \$50,000 for grant revenues and project expenditures to the Governmental Capital Fund; and

WHEREAS, Wellington's Manager recommends approval of the Budget Amendment.

NOW, THEREFORE, BE IT RESOLVED BY WELLINGTON, FLORIDA'S COUNCIL that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The Wellington Council hereby approves the Budget Amendment #2026-015 as set forth in Exhibit "A" and authorizes the Mayor to execute the Amendment as presented.

SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

ATTEST:

WELLINGTON

By: _____
Chevelle Hall, MMC, Village Clerk

By: _____
Michael J. Napoleone, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Laurie Cohen, Village Attorney

Exhibit A

Village of Wellington , FL Budget Amendment #2026-015 Fiscal Year 2025-2026

Amend the Governmental Capital Fund to budget grant revenues and expenditures associated with the Florida Department of Agriculture & Community Inflation Reduction Act grant for the Village Park Tree Planting project.

Description	GOVERNMENTAL CAPITAL FUND	
	Revenue Budget Increases/ Decreases	Expenditure Budget Increases/ Decreases
Amended FY 2026 Budget	\$ 42,811,203	\$ 42,811,203
Budget Amendment:		
Grant Revenues	\$ 50,000	
Village Park Tree Planting Project		\$ 50,000
<i>Budget Amendment Total</i>	<i>\$ 50,000</i>	<i>\$ 50,000</i>
Total Amended Budget	\$ 42,861,203	\$ 42,861,203

Approved: _____
Michael J. Napoleone, Mayor Date



Legislation Text

File #: 26-7810, **Version:** 1

ITEM: RESOLUTION NO. R2026-32 (BUDGET AMENDMENT FOR REDUCED LICENSE FEE PAYMENT FROM WELLINGTON ATHLETICS, LLC IN THE AMOUNT OF \$477,000.00)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE FISCAL YEAR 2025-2026 GENERAL FUND BUDGET FOR THE FUNDING OF \$477,000.00 FOR REDUCED LICENSE FEE PAYMENT FROM WELLINGTON ATHLETICS, LLC; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Resolution No. R2026-32 Budget amendment for the reduced license fee payment from Wellington Athletics, LLC in the amount of \$477,000.00.

EXPLANATION: The Comprehensive Agreement between the Village of Wellington, ACME Improvement District, and Wellington Athletics, LLC dated June 21, 2022 Article 16 provides for the payment of semi-annual license fees. Subsequent Amendments Nos. 2 and 3 clarify the schedule and amounts and establish a detailed payment schedule. Wellington Athletics, LLC failed to make the required June 15, 2026 payment in full. The license payment due June 15, 2026 and received July 8, 2026 from Wellington Athletics, LLC included a reduction of \$477,000.00.

The outstanding balance of \$477,000.00 remains unpaid. The Village of Wellington has made the semi-annual bond payment as required. Resolution No. R2026-32 Budget Amendment appropriates \$477,000 from unassigned fund balance to the General Fund to offset the reduced license payment received from Wellington Athletics, LLC.

BUDGET AMENDMENT REQUIRED: YES

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY:

FISCAL IMPACT: Resolution No. R2026-32 Budget Amendment appropriates \$477,000 from unassigned fund balance to the General Fund to offset the reduced license payment received from Wellington Athletics, LLC. The license payment due June 15, 2026 and received July 8, 2026 from Wellington Athletics, LLC included a reduction of \$477,000.00.

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Approval of Resolution No. R2026-32 Budget amendment for the reduced license fee payment from Wellington Athletics, LLC in the amount of \$477,000.00.

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A RESOLUTION OF WELLINGTON, FLORIDA’S COUNCIL AMENDING THE FISCAL YEAR 2025-2026 GENERAL FUND BUDGET FOR THE FUNDING OF \$477,000 FOR REDUCED LICENSE FEE PAYMENT FROM WELLINGTON ATHLETICS, LLC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Agreement between the Village of Wellington, ACME Improvement District, and Wellington Athletics, LLC dated June 21, 2022 Article 16 provides for the payment of semi-annual license fees. Subsequent Amendments Nos. 2 and 3 clarify the schedule and amounts and establish a detailed payment schedule; and

WHEREAS, Wellington Athletics, LLC failed to make the required June 15, 2026 payment in full. The license payment due June 15, 2026 and received July 8, 2026 from Wellington Athletics, LLC included a reduction of \$477,000; and

WHEREAS, the outstanding balance of \$477,000 remains unpaid. The Village of Wellington has made the semi-annual bond payment as required.

WHEREAS, Resolution 2026-32 Budget Amendment appropriates \$477,000 from unassigned fund balance to the General Fund to offset the reduced license payment received from Wellington Athletics, LLC; and

WHEREAS, a Budget Amendment, attached as Exhibit “A”, has been prepared in accordance with Section 6 of Wellington’s Charter and in compliance with §166.241 (4) (c) Florida’s Statutes and Article VII, Purchasing Contracts, and Property Management Policies, Section 2-332 of Wellington’s Code of Ordinances appropriating \$477,000 from Unassigned fund balance to the General Fund for funding; and

WHEREAS, Wellington's Manager recommends approval of the Budget Amendment.

NOW, THEREFORE, BE IT RESOLVED BY WELLINGTON, FLORIDA'S COUNCIL that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The Wellington Council hereby approves the Budget Amendment #2026-014 as set forth in Exhibit “A” and authorizes the Mayor to execute the Amendment as presented.

SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this day of , 2026.

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ATTEST:

By: _____
Chevelle Hall, MMC, Village Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Laurie S. Cohen, Village Attorney

WELLINGTON

By: _____
Michael J. Napoleone, Mayor

Exhibit A

Village of Wellington , FL
Budget Amendment #2026-014
Fiscal Year 2025-2026

Amend the General Fund to appropriate Unassigned fund balance and contribute to the relocation of the Wellington Athletics Recreational Facility pursuant to the Comprehensive Agreement for the Design, Development, Construction and Operation of Wellington Community Park.

Description	GENERAL FUND	
	Revenue Budget Increases/ Decreases	Expenditure Budget Increases/ Decreases
Amended FY 2026 Budget	\$ 82,825,816	\$ 82,825,816
Budget Amendment:		
Appropriation of Fund Balance	\$ 477,000	
Recreation License Fees	\$ (477,000)	
<i>Budget Amendment Total</i>	<i>\$ -</i>	<i>\$ -</i>
Total Amended Fund Budget	\$ 82,825,816	\$ 82,825,816

Approved: _____

Michael J. Napoleone, Mayor

Date



Legislation Text

File #: 26-7852, **Version:** 1

ITEM: RESOLUTION NO. R2026-42 (WALKSAFE & BIKESAFE)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL, ENCOURAGING THE SCHOOL DISTRICT OF PALM BEACH COUNTY TO EVALUATE AND CONSIDER IMPLEMENTING THE WALKSAFE® (K-5) AND BIKESAFE® (6-8) EVIDENCE-BASED PEDESTRIAN AND BICYCLE SAFETY CURRICULA; ENCOURAGING PUBLIC AND PRIVATE ELEMENTARY AND MIDDLE SCHOOLS TO PARTICIPATE IN NATIONAL WALK & ROLL TO SCHOOL DAY AND NATIONAL BIKE & ROLL TO SCHOOL DAY; ENCOURAGING THE USE OF AVAILABLE EDUCATIONAL RESOURCES; AND PROVIDING FOR AN EFFECTIVE DATE.

REQUEST: Approve Resolution No. R2026-42 encouraging schools in Wellington to implement the WalkSafe and BikeSafe curricula and participation in the National Walk & Roll and Bike & Roll to School.

EXPLANATION: WalkSafe® is a no-cost, evidence-based pedestrian safety curriculum for students in Kindergarten through Grade 5, and BikeSafe® is a no-cost, evidence-based bicycle safety curriculum for students in Grades 6 through 8, both developed by the University of Miami Miller School of Medicine.

National Walk & Roll to School Day, held each October, and National Bike & Roll to School Day, held each May, reinforce classroom instruction, encourage healthy lifestyles, promote active transportation, increase awareness of pedestrian and bicycle safety, and strengthen partnerships among schools, families, law enforcement, and local governments.

The Village Council encourages the School District of Palm Beach County, school administrators, teachers, parents, PTAs/PTOs, the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, the Florida Department of Health in Palm Beach County, the Health Care District of Palm Beach County, the Palm Beach Metropolitan Planning Organization (MPO), Safe Kids, healthcare providers, and other community organizations to work collaboratively to improve youth pedestrian, bicycle, and micromobility safety.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: NO

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approve Resolution No. R2026-42 encouraging schools in Wellington to implement the WalkSafe and BikeSafe curricula and participation in the National Walk & Roll and Bike & Roll to School.

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A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL, ENCOURAGING THE SCHOOL DISTRICT OF PALM BEACH COUNTY TO EVALUATE AND CONSIDER IMPLEMENTING THE WALKSAFE® (K-5) AND BIKESAFE® (6-8) EVIDENCE-BASED PEDESTRIAN AND BICYCLE SAFETY CURRICULA; ENCOURAGING PUBLIC AND PRIVATE ELEMENTARY AND MIDDLE SCHOOLS TO PARTICIPATE IN NATIONAL WALK & ROLL TO SCHOOL DAY AND NATIONAL BIKE & ROLL TO SCHOOL DAY; ENCOURAGING THE USE OF AVAILABLE EDUCATIONAL RESOURCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Wellington is committed to improving roadway safety, protecting the health and well-being of its residents, reducing traffic-related injuries and fatalities, and promoting safe, healthy, and active transportation options for youth and families; and

WHEREAS, walking, bicycling, and other forms of active transportation contribute to improved physical health, mental well-being, independence, and lifelong healthy habits for youth; and

WHEREAS, every student is a pedestrian at some point during the school day, whether arriving by school bus, family vehicle, bicycle, e-bicycle, scooter, or on foot, making pedestrian safety education essential for all students; and

WHEREAS, youth are among the most vulnerable roadway users, and improving pedestrian, bicycle, and micromobility safety requires a comprehensive approach that includes education, engineering, enforcement, encouragement, and evaluation; and

WHEREAS, the University of Florida, Signal4 Analytics crash reporting data reflects that between 2020 and 2024, 718 people were seriously injured and 308 people were killed in crashes involving a person walking or bicycling in Palm Beach County, demonstrating the continued need for proactive safety education in addition to engineering improvements and enforcement efforts; and

WHEREAS, educating children and families about safe walking, bicycling, and micromobility practices complement investments in sidewalks, bicycle facilities, crossings, traffic calming, and other safety improvements by helping residents safely use the transportation system; and

WHEREAS, WalkSafe® is a no-cost, evidence-based pedestrian safety curriculum for students in Kindergarten through Grade 5, and BikeSafe® is a no-cost, evidence-based bicycle safety curriculum for students in Grades 6 through 8, both developed by the University of Miami Miller School of Medicine; and

WHEREAS, WalkSafe® has been implemented districtwide in Miami-Dade County Public Schools and, as part of a comprehensive child pedestrian injury prevention initiative, has been associated with a seventy-eight percent (78%) reduction in child pedestrian trauma center admissions over approximately fifteen years, demonstrating the

effectiveness of evidence-based safety education when combined with engineering, enforcement, and community partnerships; and

WHEREAS, National Walk & Roll to School Day, held each October, and National Bike & Roll to School Day, held each May, reinforce classroom instruction, encourage healthy lifestyles, promote active transportation, increase awareness of pedestrian and bicycle safety, and strengthen partnerships among schools, families, law enforcement, and local governments; and

WHEREAS, the Village Council finds that providing students with age-appropriate pedestrian, bicycle, e-bicycle, and micromobility safety education is a worthwhile investment that can help prevent serious injuries and save lives; and

WHEREAS, the Village Council recognizes that safety education complements, but does not replace, the continued need for safe roadway design, traffic calming, sidewalks, bicycle facilities, new and improved roadway crossings, and other engineering measures to increase safety for pedestrians, bicyclists, and users of e-bicycles and other micromobility devices.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA:

Section 1. The Village Council encourages the School District of Palm Beach County to incorporate the WalkSafe® curriculum for elementary school students (Kindergarten through Grade 5) and the BikeSafe® curriculum for middle school students (Grades 6 through 8), following the successful implementation of these programs in Miami-Dade County Public Schools.

Section 2. The Village Council encourages all public and private elementary and middle schools located within the Village of Wellington to support pedestrian and bicycle safety education by participating in WalkSafe®, BikeSafe®, Walk & Roll to School events, and other safety initiatives, as appropriate.

Section 3. The Village Council encourages all schools located within Wellington to annually participate in National Walk & Roll to School Day each October, and National Bike & Roll to School Day each May to reinforce pedestrian and bicycle safety education, promote healthy lifestyles, encourage active transportation, and engage students, families, and the community.

Section 4. The Village Council encourages schools to utilize the educational resources identified in Exhibit A, including supplemental e-bicycle and micromobility safety resources, and to register their Walk & Roll to School events through the National Center for Safe Routes to School.

Section 5. The Village Council encourages the School District of Palm Beach County, school administrators, teachers, parents, PTAs/PTOs, the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, the Florida Department of Health in Palm Beach County, the Health Care District of Palm Beach County, the Palm Beach Metropolitan Planning Organization (MPO), Safe Kids, healthcare providers, and other

community organizations to work collaboratively to improve youth pedestrian, bicycle, and micromobility safety.

Section 6. The Village Clerk shall provide copies of this Resolution and Exhibit A to:

- The Superintendent of the School District of Palm Beach County
- Members of the School Board of Palm Beach County
- Principals of all public and private schools located within the Village of Wellington
- Palm Beach County Sheriff's Office
- Palm Beach County Fire Rescue
- Palm Beach Metropolitan Planning Organization
- Florida Department of Health in Palm Beach County
- Health Care District of Palm Beach County
- Safe Kids Palm Beach County
- Such other agencies and organizations as the Village Manager deems appropriate.

Section 7. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____ 2026.

WELLINGTON

BY: _____
Michael J. Napoleone, Mayor

ATTEST:

BY: _____
Chevelle D. Hall, MMC, Village Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: _____
Laurie Cohen, Village Attorney

EXHIBIT A

WalkSafe®, BikeSafe®, and Supplemental E-Bike & Micromobility Resources

Why These Programs Matter

Research demonstrates that evidence-based pedestrian and bicycle safety education can significantly reduce child injuries when combined with engineering, enforcement, and community engagement.

WalkSafe® and BikeSafe® were developed by the University of Miami Miller School of Medicine and are designed to provide age-appropriate safety instruction that helps children safely navigate their communities as pedestrians and bicyclists.

Following districtwide implementation of WalkSafe® in Miami-Dade County Public Schools as part of a comprehensive child pedestrian injury prevention initiative, child pedestrian trauma center admissions declined by approximately 78 percent over fifteen years.

WalkSafe® (Grades K–5)

An evidence-based pedestrian safety curriculum that teaches children how to:

- Cross streets safely.
- Recognize traffic hazards.
- Understand signs and signals.
- Make safe walking decisions.
- Practice safe behaviors around school and in the community.

Website:

<https://iwalksafe.org/>

BikeSafe® (Grades 6–8)

An evidence-based bicycle safety curriculum that teaches students:

- Proper helmet fit and use.
- Bicycle handling skills.
- Traffic laws and roadway positioning.
- Visibility and safe riding practices.
- Hazard recognition and crash avoidance.

Website:

<https://ibikesafe.org/>

Additional E-Bike & Micromobility Safety Resources

- American Bicycle Education Association – Teen Ebike Course
 - League of American Bicyclists & PeopleForBikes – E-Bike Smart Guide
 - Motorcycle Safety Foundation – E-Bike Course
 - Trainees for Child Injury Prevention – E-Bike Day of Action
-

National Walk & Roll to School Day

Held annually each October, this event encourages students, families, and schools to safely walk, bicycle, roll, or use other forms of active transportation while promoting pedestrian safety and healthy lifestyles.

Website:

<https://www.walkbiketoschool.org/>

National Bike & Roll to School Day

Held annually each May, this event promotes bicycle safety, active transportation, and community engagement.

Future event dates and planning resources:

<https://www.walkbiketoschool.org/plan/how-to-plan/future-dates/>



Legislation Text

File #: 26-7853, **Version:** 1

ITEM: APPROVAL OF SECOND AMENDMENT TO LAND SWAP AGREEMENT WITH MH WELLINGTON 2023 LLC

REQUEST: Approval of Second Amendment to Land Swap Agreement with MH Wellington 2023, LLC.

EXPLANATION: In February, 2026, Acme Improvement District and MH Wellington 2023 LLC entered into a Land Swap Agreement pursuant to which Acme will convey a portion of the land located at the corner of South Shore Blvd. and Pierson Road to MH Wellington 2023 LLC in exchange for MH Wellington 2023's conveyance of needed bridle trail adjacent to and north of Pierson Road.

The Due Diligence Period, as defined in the Agreement, as amended, is expiring July 31, 2026. MH Wellington has requested addition time to complete its due diligence and is requesting the Due Diligence Period be extended to September 30, 2026.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: NONE

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Second Amendment to Land Swap Agreement with MH Wellington 2023, LLC.

SECOND AMENDMENT TO LAND SWAP AGREEMENT

THIS SECOND AMENDMENT TO LAND SWAP AGREEMENT (this “**Amendment**”) is made effective as of August 1, 2026 between **MH WELLINGTON 2023 LLC**, a Delaware limited liability company (“**Buyer**”), and **ACME IMPROVEMENT DISTRICT**, a dependent district of the Village of Wellington existing under the laws of the State of Florida (“**Seller**” and together with Buyer, the “**Parties**” and each a “**Party**”), with reference to the following:

R E C I T A L S

- A. Seller and Buyer are the Parties to that certain Land Swap Agreement having an Effective Date of April 1, 2026, as amended by First Amendment to Land Swap Agreement dated effective June 1, 2026 (as amended, the “**Agreement**”), relating to a proposed exchange of certain real property located in the Village of Wellington, Palm Beach County, Florida, as more particularly identified in the Agreement.
- B. The Due Diligence Period as defined in the Agreement expired July 31, 2026.
- C. The Parties hereby desire to amend the Agreement to extend the Due Diligence Period as set forth below.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the Parties agree as follows:

AGREEMENT

- 1. **Amended Provisions.** The Agreement is modified and amended as follows:
 - a. **Due Diligence Period.** The definition of “**Due Diligence Period**” as provided in **Exhibit “A” Glossary of Defined Terms**, of the Agreement, is amended to read as follows:

“Due Diligence Period” means the period of time commencing on the Effective Date and expiring September 30, 2026.”
- 2. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 3. **Ratification and Confirmation.** Except as provided herein, the terms and provisions of the Agreement remain unchanged and remain in full force and effect. The Agreement, as modified and amended hereby, is hereby ratified and confirmed in all respects. Seller agrees that Buyer is in full compliance with all of the terms and provisions of the Agreement, and Buyer is not in default under the Agreement, nor is there any event or condition that with the passage of time or the giving of notice, or both, would place Buyer in default under the Agreement. Buyer agrees that Seller is in full compliance with all of the terms and provisions of the Agreement, and Seller is not in default under the Agreement, nor is there any event or condition that with the passage of time or the giving of notice, or both, would place Seller in default under the Agreement.

4. **Counterparts.** This Amendment may be executed in counterparts. Each executed counterpart of this Amendment will constitute an original document, and all executed counterparts, together, will constitute the same agreement. Documents executed pursuant to Florida Statutes §668.50 et seq. (the Florida Uniform Electronic Transaction Act) shall be binding on the sending Party when such electronic counterpart is sent to the other Party.
5. **Conflict.** In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail.

[SIGNATURE PAGES (2) FOLLOW]

IN WITNESS WHEREOF, Seller has executed this Amendment as of the date written below.

SELLER:

Attest: _____
Chevelle D. Hall, Board Secretary

ACME IMPROVEMENT DISTRICT,
a dependent district of the Village of
Wellington

By: _____
Michael J. Napoleone, Board President

Signed on: _____

Approved as to Form and Legal Sufficiency:

By: _____
Laurie Cohen, Board Attorney

Signed on: _____

[ADDITIONAL SIGNATURES FOLLOW]

IN WITNESS WHEREOF, Buyer has executed this Amendment as of the date below.

BUYER:

MH WELLINGTON 2023 LLC, a Delaware limited liability company

By: Jenna Ventures LLC, a Delaware limited liability company, its manager

By: _____

Name: Josh Posthuma

Title: Manager

By: _____

Name: Matiele Law

Title: Manager

Signed on: August ____, 2026

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Legislation Text

File #: 26-7841, **Version:** 1

ITEM: ORDINANCE NO. 2026-15 (INTERLOCAL SERVICE BOUNDARY AGREEMENT)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, ADOPTING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT (ISBA) WITH PALM BEACH COUNTY TO COORDINATE FUTURE LAND USE, PUBLIC FACILITIES, AND SERVICES IN ADVANCE OF FUTURE ANNEXATIONS WITHIN THE AREA DEFINED BY THE ISBA; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Ordinance No. 2026-15 adopting an Interlocal Service Boundary Agreement (ISBA) with Palm Beach County for the area north of Southern Boulevard, approximately ½-mile west of Lion Country Safari Road, as illustrated in the Ordinance.

EXPLANATION: On March 10, 2026, the Village Council adopted Ordinance No. 2026-03 annexing the Artistry Lakes property located east of the Arden development. On March 26, 2026, Palm Beach County adopted a resolution objecting to the annexation and initiating a Chapter 164, Florida Statutes, Conflict Resolution process. In response to the initiation of the Conflict Resolution, an Interlocal Service Boundary Agreement (ISBA) between Wellington and Palm Beach County was proposed. The ISBA is designed to address the County's objections to the annexation and to coordinate future land use, public facilities, and services in advance of future annexations within the area defined by the ISBA.

The ISBA does not annex any property. All future annexations will still be required to comply with Chapter 171, Florida Statutes.

The ISBA was approved by the Village Council at the first reading on June 30, 2026. Once adopted, the ISBA will be forwarded to the Palm Beach County Board of County Commissioners (BCC) for adoption.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: YES **QUASI-JUDICIAL:** NO

FIRST READING: **SECOND READING:** YES

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: NONE

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Ordinance No. 2026-15 adopting an Interlocal Service Boundary Agreement (ISBA) with Palm Beach County for the area north of Southern Boulevard, approximately ½-mile west of Lion Country Safari Road, as illustrated in the Ordinance.

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WHEREAS, Section 163.01, F.S., known as the “Florida Interlocal Cooperation Act of 1969,” authorizes public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately to make the most efficient use of their powers; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, F.S., and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, F.S., recognize the use of Interlocal Service Boundary Agreements to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, Chapter 171, Part II, F.S., establishes the interlocal service boundary agreement (ISBA) process as a flexible, joint planning option for municipalities and counties to cooperatively adjust municipal boundaries while planning for service delivery and land use changes; and

WHEREAS, the Village of Wellington and Palm Beach County have complied with the procedural requirements contained in Chapter 171, Part II, F.S., and have negotiated an ISBA; and

WHEREAS, the ISBA serves to jointly determine how to provide services to residents and property most efficiently and effectively while balancing the needs and desires of the community in certain unincorporated areas of the County, as set forth more fully in the ISBA, and establishes the means and process by which the parties will accomplish future annexations and planning activities; and

WHEREAS, the Village Council deems it in the best interest of Wellington to enter into the ISBA with Pam Beach County, attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Section 171.203(14), F.S. requires that both the municipality and the county adopt the ISBA by ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF WELLINGTON,
FLORIDA, THAT:**

SECTION 1: The Village of Wellington hereby adopts the Interlocal Service Boundary Agreement with Palm Beach County, which is attached hereto as Exhibit A, and authorizes the Mayor to execute the Agreement.

SECTION 2: The Manager is hereby authorized and directed to transmit the executed ISBA to the Palm Beach County Board of County Commissioners.

SECTION 3: Should any section, paragraph, sentence, clause, or phrase of this Ordinance conflict with any section, paragraph, clause, or phrase of any prior Wellington Ordinance, Resolution, or Municipal Code provision, then in that event, the provisions of this Ordinance shall prevail to the extent of such conflict.

SECTION 4: Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion or part thereof, other than the part to be declared invalid.

SECTION 5: This Ordinance shall become effective immediately upon adoption by the Wellington Council upon second reading.

PASSED this 30th day of June, 2026, on first reading.

PASSED AND ADOPTED this ____ day of _____, 2026, on second and final reading.

WELLINGTON

FOR

AGAINST

BY: _____

Michael J. Napoleone, Mayor

Maria Antuña, Vice Mayor

Maria Antuña, Vice Mayor

Amanda Silvestri, Councilwoman

Amanda Silvestri, Councilwoman

Johnny Meier, Councilman

Johnny Meier, Councilman

Stephen A. Levin, Councilman

Stephen A. Levin, Councilman

1 **ATTEST:**
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4 BY: _____
5 Chevelle D. Hall, MMC, Village Clerk
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7 **APPROVED AS TO FORM AND**
8 **LEGAL SUFFICIENCY**
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11 BY: _____
12 Laurie Cohen, Village Attorney

**Exhibit A –
Interlocal Service Boundary Agreement**

INTERLOCAL SERVICE BOUNDARY AND JOINT PLANNING AGREEMENT
ENTERED INTO BY THE VILLAGE OF WELLINGTON
AND THE BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA

THIS INTERLOCAL SERVICE BOUNDARY AND JOINT PLANNING AGREEMENT ("Agreement") is made on this _____ day of _____, 2026, between the VILLAGE OF WELLINGTON, a Florida municipal corporation located in Palm Beach County, Florida, hereinafter referred to as "Village", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", each entity constituting a "public agency" as defined in Part 1, Chapter 163, F.S.

WHEREAS, the Village possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, F.S.; and

WHEREAS, the County possesses Home Rule powers as a Charter County pursuant to Article VIII, Section 1(g), Florida Constitution and Section 125.01, F.S.; and Article 1 of the Charter of Palm Beach County; and

WHEREAS, Section 163.01, F.S., known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments and public agencies to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, F.S., and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, F.S., recognize the use of Interlocal Service Boundary Agreements to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, the area described in Exhibit "A" will be added to the future annexation areas of the Village as identified on the Future Annexation Areas map in the Land Use and Community Design Element in the Village's Comprehensive Plan; and

WHEREAS, Chapter 171, Part II, F.S., establishes the Interlocal Service Boundary Agreement process as a flexible, joint planning option for counties and municipalities to cooperatively adjust municipal boundaries while planning for service delivery and land use changes; and

WHEREAS, the Village and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs, and providers for such lands, and to agree on certain procedures for the timely review and processing of annexations within those areas; to provide alternate annexation methodologies; and

WHEREAS, the agreement of the Village to undertake annexation efforts in a manner that is coordinated with the County is a material inducement to the County to enter into this Agreement; and

WHEREAS, pursuant to Section 171.094(1) F.S., an Interlocal Service Boundary Agreement is binding on the Parties to the agreement, and a Party may not take any action that violates the Agreement; and

WHEREAS, Section 163.3171(3) F.S. authorizes municipalities and counties to jointly enter into agreements to exercise the powers granted to the county and the municipalities pursuant to Chapter

163, Part II, the Local Government Comprehensive Planning and Land Development Regulation Act; after each government conducts a public hearing with due public notice; and

WHEREAS, the Village has complied with the notification requirements in Section 171.203 F.S. and adopted Resolution No. R2026-11, an Initiating Resolution pursuant to said statute, and

WHEREAS, the County adopted Resolution R-2026-0212, a Responding Resolution pursuant to Section 171.203 F.S.; and

WHEREAS, the County and Village have each held duly noticed public hearings to consider the adoption of this Agreement; and

WHEREAS, the Village and the County have enacted this agreement by ordinance as required by Section 171.203(14) F.S.; and

WHEREAS, the Future Land Use Element of the Palm Beach County Comprehensive Plan states that Palm Beach County shall pursue interlocal agreements with municipalities that have established future land use designations for adjacent unincorporated areas and will establish Joint Planning Areas between the County and the respective municipalities; and

WHEREAS, the Intergovernmental Coordination Element of the County's Comprehensive Plan states that Palm Beach County shall adopt policies and implement strategies which support municipal efforts to secure boundary changes that maintain cost-effective service delivery, assisting the elimination of enclaves, pockets, and finger-like areas, and ensure consistency between municipal and County land use; and

WHEREAS, the Intergovernmental Coordination Element Policy of the County's Comprehensive Plan requires Palm Beach County to support municipal efforts to secure boundary changes; and

WHEREAS, the Intergovernmental Coordination Element Policy of the County's Comprehensive Plan requires the County to work with municipalities to determine areas to be considered for annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AND THE VILLAGE COUNCIL OF WELLINGTON that:

Section 1. Purpose

The purpose of the Agreement is to jointly determine how to provide services to residents and property most efficiently and effectively while balancing the needs and desires of the community in the area identified in the unincorporated area, depicted in Exhibit A, attached hereto and made a part hereof. This agreement establishes the means and process by which future annexations and planning activities will be accomplished. The Village and the County (the "Parties") hereby establish a Joint Planning Agreement (the "JPA"). All areas specifically delineated, mapped, and referenced in the legend on Exhibit A are within the JPA.

Section 2. Definitions and Terminology

The following definitions apply to this Agreement:

(1) "Interlocal Service Boundary Agreement" (the "ISBA") means an agreement adopted under Chapter 171, Part II, F.S., between a county and one or more municipalities, which may include one or more independent special districts as Parties to the agreement defined as set forth in Section 171.202, F.S.

(2) "Municipal Service Area" means the area identified by the boundaries in Exhibit A.

(3) "Enclave" shall be defined as set forth in Section 171.031(5)(a) & (b), F.S.

(4) "Agreement" means this ISBA and JPA, including any amendments or supplements, which also serves as a joint planning agreement under Section 163.3171(3) F.S.

(5) All references to the Florida Statutes in this Agreement are to the 2025 Florida Statutes, referred to as F.S.

Section 3. Annexation Process

A. The Village may annex lands designated within the area depicted on Exhibit A hereto during the term of this Agreement by using any of the procedures established in Chapter 171, F.S., Parts I and II unless otherwise noted in this agreement. The County and Village agree that the area is urban in character, as required by s. 171.204, F.S., and is eligible for annexation subject to this Agreement.

B. Within 10 days of reaching the necessary consent threshold for a particular area proposed for annexation, the Village and County agree that the Village shall provide a copy of the annexation petition bearing the signatures of more than 50% of the persons who own property in the area proposed to be annexed and/or a petition of more than 50% of the registered voters in the area proposed to be annexed to the County Administrator and the County Planning Director and include a cover letter confirming consistency of the Village's planned service delivery with the terms of this Agreement. Unless otherwise provided in Chapter 171, Part I or II, annexations shall be adopted by the Village Council after a public hearing. The public hearing shall be noticed and advertised in accordance with Village Code and s. 166.041, F.S. Not fewer than ten (10) days prior to publishing or posting the ordinance annexing any of the areas set forth in Exhibit A, the Village must provide a copy of the notice, via certified mail, to the county administrator and the county planning director. Failure to comply with the notice provisions of this section may be the basis for a cause of action invalidating an annexation undertaken pursuant to this Agreement.

C. The Village and County agree that the term "petition" as used in this Agreement and in the referenced sections of Chapter 171, F.S. shall mean a written signature affixed to: an application for annexation, a list of parties consenting to annexation, or upon an individual statement of consent.

D. The Village and County agree that within the area depicted in Exhibit A, the Village may annex lands in accordance with the requirements established in Chapter 171, Part I, F.S., and Chapter 171, Part II, F.S., subject to the terms of this Agreement.

E. The fee-owned real property owned by Florida Power & Light Company or its affiliate, including the property commonly known as the West County Energy Center and identified by PCNs 00-40-43-29-00-000-3040, 00-40-43-29-00-000-7010, 00-40-43-32-00-000-3010, 00-40-43-29-00-000-3020, 00-40-43-29-00-000-3010, and 00-40-43-32-00-000-3030, consisting of approximately 364 acres, shall be treated as a separate proposed annexation area for purposes of determining consent under Section 171.205, Florida Statutes, unless Florida Power & Light Company, or the then-current fee owner of the affected property, consents in writing to inclusion in a larger proposed annexation area.

F. The Declaration of Restrictive Covenant on Annexation and Land Use recorded in book 17900, page 257, in the Official Records of Palm Beach County, Florida, is released pursuant to the amended declaration approved by the Board of County Commissioners on DATE, 2026.

G. For the County to be able to verify that the Village has complied with the terms of this Agreement, the Village will adopt all applicable comprehensive plan amendments and zoning approvals at the same time that it adopts its annexation ordinance.

Section 4. Notification to Property Owners and Registered Voters

A. When seeking the consent of property owners within a proposed annexation area, the Village shall provide notice by first-class United States Mail using property ownership and address information obtained from the Palm Beach County Property Appraiser's Office.

B. When seeking the consent of registered voters residing within a proposed annexation area, the Village shall provide notice by first-class United States Mail using voter information from the Palm Beach County Supervisor of Elections Office.

Section 5. County Consent to Annexation by the Village

If the annexation ordinances of the Village are adopted under the conditions set forth in this Agreement, the County will not challenge, administratively, judicially, or otherwise, any annexations by the Village that annex lands within the Municipal Service Area depicted in Exhibit A.

Section 6. Future Land Use for the Municipal Service Area

A. Future land uses are identified herein and agreed to by the Village and County for each of the areas within the areas as set forth in Exhibit A. If one or more of the future land uses identified in Section 6 of this Agreement are not adopted by the Village, then the future land uses presently depicted upon the County's Future Land Use Atlas shall remain in effect, unless another land use category acceptable to both Parties is agreed upon and unless the Village requests by resolution and the Board of County Commissioners approves by resolution a mutually acceptable alternative land use designation.

B. Future Land Use designation definitions: Except as otherwise provided in this Agreement, the following densities shall apply to the land uses indicated on Exhibit B and in Paragraph B, below:

- (1) Residential B: This residential designation provides for a residential density of up to one (1) dwelling unit per acre.
- (2) Residential C: This residential designation provides for a residential density of up to three (3) dwelling units per acre.
- (3) Flex: This light industrial designation provides for a building intensity of up to 0.4 Floor Area Ratio.

C. Property 1 on Exhibit B Owned by Leonard Land Company LLC: Should all or part of the approximately 496.84 acre (PCN: 00-40-43-22-00-000-7020) property identified as Property 1 in Exhibit B be annexed into the Village, the following shall be applied by the Village as part of the future land use atlas amendment ordinance for Property 1 and will be carried forward in the Village's zoning resolution as a condition of approval as follows:

1. The use shall be limited to residential, and the density allowed on the property shall be limited to no more than two (2) units per acre and compatible with the surrounding developed properties as established by the Wellington Comprehensive Plan and Land Development Regulations.

D. Property 2 on Exhibit B, known as Artistry Lakes: The ordinance annexing the 446.14-acre Property 2, known as Artistry Lakes PUD (Control No. 2022-58), into the Village has already been

adopted by the Village, along with the future land use atlas amendment ordinance and corresponding zoning and master plan resolutions. The master plan resolution includes the following:

1. The density of Property 2 shall be limited to 1.4 units per acre.
2. The Developer, as a condition of approval set forth in the Village's development approvals, shall contribute \$1 million to the Village's Workforce Housing Fund.

A separate agreement between Palm Beach County and the developer of Artistry Lakes for a workforce housing contribution must be approved and executed before the effective date of this agreement.

Section 7. Infrastructure and Service Delivery Provisions

Within the Municipal Service Area as designated on Exhibit A hereto, the Village and County agree to ensure the efficient provision of infrastructure and service delivery as set forth below:

A. **Water and Sewer Utilities:** The parcels depicted in Exhibit A are included in the County's water and sewer utility service area. Service to lands within the Municipal Service Area may require the design and construction of additional utility infrastructure, including water mains, wastewater facilities, easements, and related appurtenances, as determined by Palm Beach County Water Utilities Department (the "PBCWUD"). Annexation into the Village shall not change Palm Beach County's role as the utility provider or require the County to construct utility improvements except in accordance with applicable County requirements and approvals.

B. **Okeechobee Boulevard Extension Utility Easement:** A 30-foot-wide utility easement is required along the south side of the road right-of-way for the Okeechobee Boulevard extension to accommodate the installation of a potable water main and a wastewater force main. This infrastructure is necessary to provide redundant water and wastewater service to existing, new, and future development within the Municipal Service Area. The Village shall require this easement as a condition of approval in all future development orders within the Municipal Service Area, to be conveyed to PBCWUD by a recorded easement at the time of utility project completion and PBCWUD acceptance.

C. **Rights-of-Way and Transportation:**

- a. **Road Transfers:** There are no identified County-owned and maintained roads to transfer to the Village. Any future roadway transfers will be addressed on a case-by-case basis.
- b. **North-South Connection:** The Parties acknowledge that a north-south connection between the future Okeechobee Boulevard extension and State Road 80 (Southern Boulevard) is necessary for traffic circulation and connectivity in this area. Therefore, a north-south connection between the future Okeechobee Boulevard extension and State Road 80 will be required by the Village in the applicable land use, zoning, or development orders in the Municipal Service Area in Exhibit A.
- c. **Thoroughfare Right-of-Way Protection:** The Village agrees to protect all road rights of way shown on the County's Thoroughfare Right of Way Identification Map (the "TIM") within the Municipal Service Area in Exhibit A, including by imposing development order conditions for TIM compliance.
- d. **Open Space Trail Corridor:** The Village agrees that all zoning development orders or approvals shall include and indicate on all master plans and subdivision plans a minimum 50 foot wide (inclusive of right-of-way buffers) open space trail corridor located south of the future Okeechobee Boulevard extension right-of-way to include a

vehicular/pedestrian connection to the future extension, which will link to the planned trail network to the west and to the east.

- e. **Traffic Enforcement and School Zone:** Pursuant to section 316.006(3)b, F.S., the County has a Traffic Enforcement Agreement with the Arden HOA that transferred traffic control authority to the County over the private roads within Arden, the property shown as 3 in Exhibit B. The Traffic Enforcement Agreement allows the Palm Beach County Sheriff's Office (the "PBSO") to enforce traffic laws on Arden's roads. When Arden is annexed into the Village, section 316.006(2), F.S. will apply, and the Traffic Enforcement Agreement must be terminated and may be replaced by an agreement between the Village and the Arden HOA. The Village must accept traffic control authority and coordinate with PBSO to execute such an agreement. Pursuant to section 316.1895(3)(c), F.S., the Village will be responsible for the Saddle View Elementary School zone. The Village will review the school zone to ensure that it meets standards. The Village will have traffic control authority over the portions of Cane Field Trace and Arden Lake Way that are open to the public.

D. **Fire and Rescue Services:** The Village is part of the Palm Beach County Fire-Rescue Municipal Service Taxing Unit. Palm Beach County Fire-Rescue will continue to provide fire rescue services to the parcels in Exhibit A.

E. **Law Enforcement:** The County and Village acknowledge that PBSO, through a contractual agreement with Wellington, provides public safety services to the Municipal Service Area, and PBSO will continue to serve the Municipal Service Area as modified by annexation.

F. **Artistry Lakes Public Civic Site:** To facilitate the delivery of public infrastructure and services, a 4.0-acre civic pod of the Artistry Lakes PUD, the property identified as Pod B of Wellington Resolution No. R2026-02 shall be conveyed in full to the County in accordance with the Property & Real Estate Management conditions of approval as contained within Resolution No. R-2024-0414 of the Palm Beach County Board of County Commissioners approving the rezoning to the Planned Unit Development (PUD) Zoning District on the 446.14 acres that are the subject thereof.

G. **Parks and Recreation:** The parties acknowledge that two (2) parcels depicted within Exhibit A (the 25-acre Arden Park Property and the adjacent 3.76-acre Arden Trailhead) are owned by Palm Beach County. The Parcels are identified in the Palm Beach County Parks and Recreation Department's adopted Master Plan for future development as an active, County-managed district park within an anticipated timeframe of ten (10) years. These parcels will provide additional district park acreage necessary to maintain the countywide park level of service established within the County's Comprehensive Plan. Annexation of these parcels into the Village shall not alter Palm Beach County's need to develop an active park. Upon annexation, land use and zoning designations applicable to the Parcels are to be consistent with and permit the development and use of the Parcels as public park and recreation facilities. If the 25-acre Arden Park Property is annexed prior to the development of the park, the design of the facility shall be coordinated with the Village.

Section 8. Incorporation into Comprehensive Plans

As required by Section 171.203(9) F.S. no later than six (6) months following approval of this Agreement, the Parties shall prepare amendments to their respective Intergovernmental Coordination Elements, and as necessary other Elements of their Comprehensive Plans, acknowledging this Agreement and scheduling a review of the Agreement at the time of each Evaluation and Appraisal Report periodic review and negotiations per section 13 of this Agreement and shall consider incorporation of said amendments into their respective comprehensive plans.

Section 9. Other Rights and Agreements

A. The Parties agree that the requirements of Chapter 164, F.S. shall be complied with before litigation to enforce this Agreement.

B. The Parties do not intend for this Agreement to amend, modify, supersede, or terminate any other agreement between the Village and County in effect as of the effective date of this Agreement.

Section 10. Notice to Parties

All notices, consents, approvals, waivers, and elections that any Party requests or gives under this Agreement will be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices will be delivered or mailed to the County Administrator and the County Planning Director, or as either Party may otherwise designate in writing. Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended. If a notice provided by either party under this Agreement relates to or in any way impacts fire rescue services, then a duplicate copy of such notice shall be provided at the same time to the following:

As to the County:
Fire Rescue Administrator
Palm Beach County Fire Rescue
405 Pike Road
West Palm Beach, Florida 33411-3815

As to the Village:
Village Manager
Village of Wellington
12300 Forest Hill Boulevard
Wellington, Florida 33414

Furthermore, the Village Manager shall promptly inform the County Fire Rescue Administrator of all planned annexations within the Municipal Service Area depicted on Exhibit A to this Agreement. For all notices relating to annexations provided to the County pursuant to this Agreement or otherwise pursuant to the annexation process or law, the Village also shall provide a duplicate copy to the County Fire Rescue Administrator at the same time.

Section 11. Discharge

This Agreement is solely for the benefit of the Village and the County, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

Section 12. Enforcement

This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance. If this Agreement or any portion hereof is challenged by any person or entity not a Party hereto in any judicial, administrative, or appellate proceeding, representatives of the Parties hereto agree to promptly meet and discuss said challenge. If only one Party is a defendant in the challenge, the other Party agrees to cooperate with the defending Party in the defense of the challenge and make itself available for consultations, depositions and evidentiary hearings.

Section 13. Term and Review

A. Original Term: This Agreement, unless amended or extended in accordance with its terms, shall expire 20 years from the effective date as provided in Section 15.

B. Review: During the comprehensive plan Evaluation and Appraisal review process required by Chapter 163, F.S., each Party will review the terms of this Agreement and consider amendments, as necessary.

C. Renegotiation: At least 18 months before the expiration of the full term, the Parties agree to commence negotiations for another interlocal agreement to govern the matters addressed in this Agreement or an extension of this agreement if any of the areas identified in Exhibit A remain unincorporated.

D. Amendment: Amendments may be proffered by either Party at any time. Proposed amendments shall be in writing and must be approved by the boards of both Parties or shall be considered not adopted.

Section 14. Miscellaneous

A. Entire Agreement: Except as otherwise set forth herein, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.

B. Governing Law and Venue: The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall be in the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, Florida.

Section 15. Effective Date

This agreement shall take effect upon execution by both Parties and upon the adoption of duly adopted ordinances by both Parties adopting this agreement.

Section 16. Filing

Upon execution by both Parties, a certified copy of this agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 17. Notification

The Village hereby acknowledges that it has provided written notice to all owners of real property located in the areas identified in Exhibit A whose names and addresses are known by reference to the latest published ad valorem tax records of the Palm Beach County Property Appraiser. The written notice described the purpose of the Interlocal Service Boundary Agreement and stated the date, time, and place of the meeting in the Village where this Interlocal Agreement is to be considered for adoption. The written notice also indicated the name and telephone number of the Palm Beach County staff person to contact regarding the date, time, and place when the Palm Beach County Board of County Commissioners is to consider the adoption of this Interlocal Agreement.

Section 18. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 19. Severability

In the event a court of competent jurisdiction hereof holds any section, paragraph, sentence, clause, or provision to be invalid, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

Section 20. Entire Agreement & Counterparts

This Agreement represents the entire understanding between the Parties concerning the subject and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the **VILLAGE OF WELLINGTON, FLORIDA**, has caused this Agreement to be executed by its Mayor and affixed its official seal, attested by its Clerk pursuant to the Authorization of the Wellington Village Council, and **PALM BEACH COUNTY, FLORIDA**, has caused this Agreement to be executed by its Mayor and affixed its official seal, attested by its Clerk, pursuant to the authorization of the Board of County Commissioners, on the day and year indicated below.

ATTEST:

VILLAGE OF WELLINGTON, FLORIDA:

By: _____
Chevelle D. Hall, Village Clerk

By: _____
Michael Napoleone, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Laurie Cohen, Village Attorney

ATTEST:
Mike Caruso, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Sara Baxter, Mayor

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Darren Leisser
Assistant County Attorney

By: _____
Whitney Carroll, Executive Director
Planning, Zoning & Building

EXHIBIT A
ISBA BOUNDARY MAP AND LEGAL DESCRIPTION



DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 21, 22, 26, 27, 28, 29, 30, 31, 32, 33 AND 34, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 26, THENCE SOUTHERLY, WESTERLY AND SOUTHERLY AONG THE WEST LINES OF FOX TRAIL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 157 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80); THENCE WESTLERY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST 24.00 FEET OF SAID SECTION 31; THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST 24.00 FEET OF SAID SECTIONS 31 AND 30 TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID SECTION 30; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTIONS 30 AND 29 TO THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTHLERY ALONG THE WEST LINE OF SAID SECTION 21 TO THE SOUTHWEST CORNER OF DEER RUN, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 35, PAGE 34 OF SAID PUBLIC RECORDS; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE SOUTH LINE OF SAID DEER RUN TO THE POINT OF BEGINNING.

EXHIBIT B
ISBA PROPOSED FUTURE LAND USES

Property No.	Acres	Parcels	EXLU ¹	Existing County FLU ²	Proposed Village FLU ³	Water & Sewer Provider	Right-of-way Maintenance
1	496.84	1	AGR	RR-10	Res C	PBC	FDOT, PBC
2*	446.14	4	AGR	LR-2	Res C	PBC	FDOT, PBC
3	1,209.96	2,000 +	SFR	LR-2	Res C	PBC	FDOT, PBC
4		30 +	IND	EDC, RR-10	Flex, Res C	PBC	FDOT, PBC

* Annexed by Wellington Ordinance No. 2026-03 on March 10, 2026; effective date April 14, 2026.

¹Existing Land Use (EXLU) Codes:

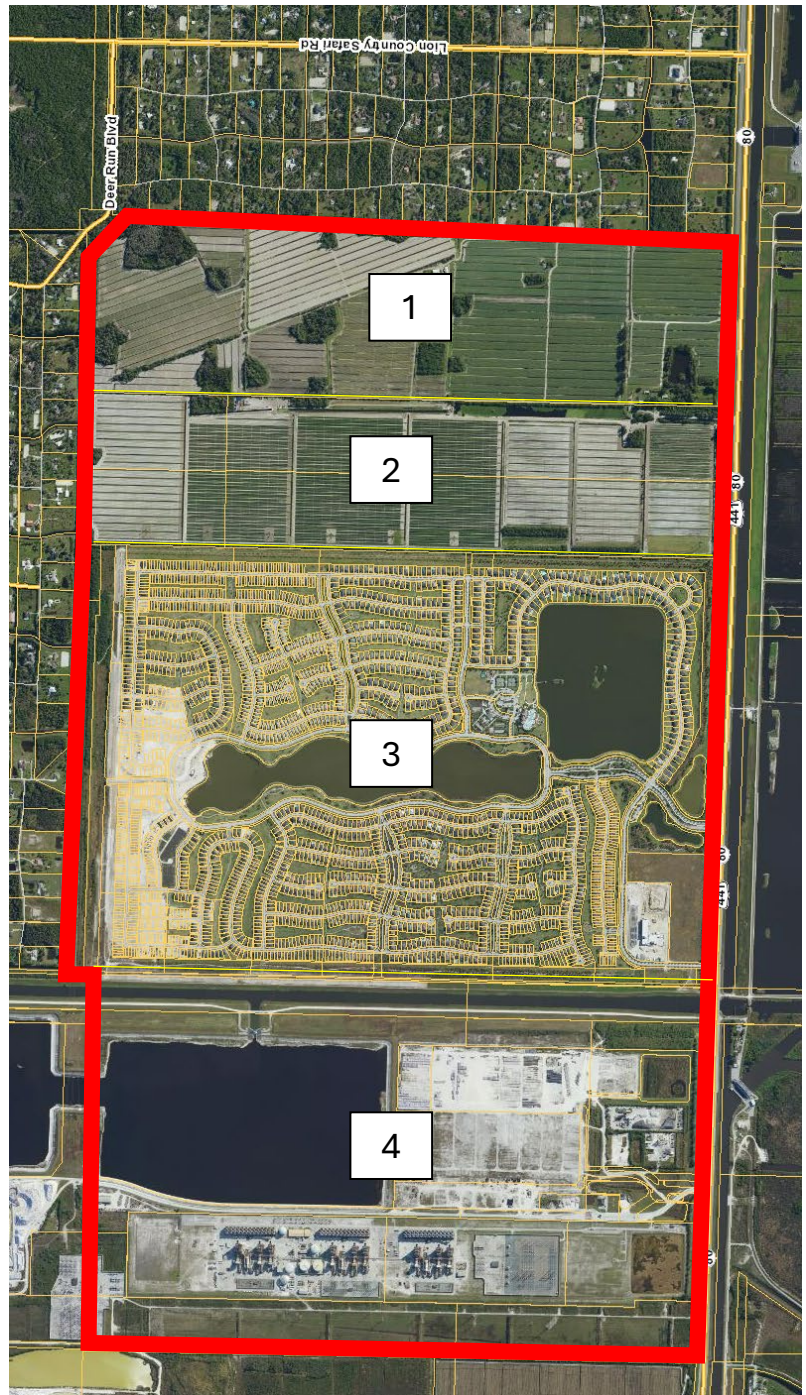
AGR = Agricultural
SFR = Single Family Residential
IND = Industrial

²Existing County Future Land Use (FLU) Codes:

LR-2 = Low Residential 2
EDC = Economic Development Center
RR-10 = Rural Residential 10

³Proposed Wellington Future Land Use (FLU) Codes:

Res C = Residential C
Flex = Flex





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RECORDED 12/16/2004 15:48:40
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court
Pg: 0257 - 270; (14pgs)

Prepared by and Return to:

Robert P. Banks, Esq.
Palm Beach County Attorney's Office
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401

R2004-2538
DEC 13 2004

**DECLARATION OF RESTRICTIVE COVENANT ON
ANNEXATION AND LAND USE**

This Declaration of Restrictive Covenant on Annexation and Land Use is made this 13th day of December, 2004, by Palm Beach Aggregates, Inc., a Florida corporation, with a mailing address of P.O. Box 700, Loxahatchee, FL 33470 ("Grantor"), in favor of Palm Beach County, Florida, a political subdivision of the State of Florida, with a mailing address of 301 North Olive Avenue, Suite 601, West Palm Beach, Florida 33401, Attention: County Attorney ("Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of certain lands situated in the unincorporated portion of Palm Beach County, Florida, which is more particularly described in Exhibit "A" (the "Property"), attached hereto and incorporated herein and is depicted in the map attached hereto as Exhibit "B"; and

WHEREAS, the Property is, or in the future may be, co-terminus with municipal boundaries of certain cities; and

WHEREAS, Grantee has requested Grantor impose these restrictions on the Property as part of Grantee's review of certain comprehensive land use plan changes requested by Grantor.

KNOW ALL MEN BY THESE PRESENTS that for an in consideration of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby impose the following restrictions upon the Property in favor of Grantee, which restrictions shall constitute a covenant running with the land and shall be binding upon all successors in interest, heirs, assigns, and grantees until released pursuant to paragraph 3 hereof.

1. **Annexation Restrictions.** (a). The Property shall not be voluntarily annexed into any municipality. (b). Grantor shall not petition any municipality for the voluntary annexation of the Property or in any form or manner or way consent to the voluntary annexation of any or all of the Property into any municipality. (c). Grantor shall not consent to the involuntary annexation/annexation by referendum of any or all of the Property pursuant to sec. 171.0413, Florida Statutes (2003) as such statute may be amended from time to time. (d). Grantor shall not consent to any annexation of the Property and has an affirmative duty to object to the annexation of the Property.
2. **Use Restriction.** The property use shall be limited to (a). the uses approved by the County as of December 13, 2004, and all ancillary and accessory uses allowed thereto, pursuant to the Palm Beach County Land Development Code, as amended from time to time; and (b). any additional uses allowed by the Land Use Plan Policy 2.10-b of the Glades Area Protection Overlay adopted December 13, 2004, and as amended from time to time.
3. **Release of Restrictions.** The restrictions imposed hereby may be released at the sole and absolute discretion of the Grantee upon the recording of a notice

of the Board of County Commissioners of Palm Beach County, Florida, that an agenda item advertised pursuant to Florida Statutes Section 125.66(2)(a), releasing this restriction was approved by at least five members of the Board of County Commissioners sitting in a regular session of the Board of County Commissioners.

4. Enforceability. These restrictions shall be enforceable only by the Board of County Commissioners of Palm Beach County. The County has no adequate remedy at law and would be irreparably injured if these restrictions are violated. Grantor acknowledges that enforcement of these restrictions is in the public interest. Enforcement shall be by suit for specific performance or injunctive relief in the Circuit Court of Palm Beach County, Florida, and is not intended to benefit or confer any rights upon or be enforceable by any other party whatsoever.
5. Recorded in the Public Records. These restrictions shall be recorded in the public records of Palm Beach County.

TO HAVE AND TO HOLD until Grantee forever. The terms, conditions, restrictions and purpose imposed with this covenant shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this covenant and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to execute this

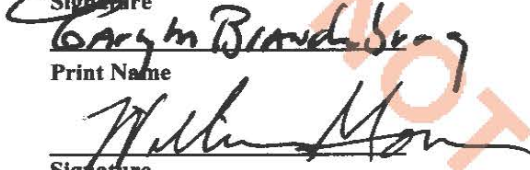
covenant and that it hereby fully warrants and defends the title to the covenant hereby conveyed against the lawful claims of all persons whomsoever.

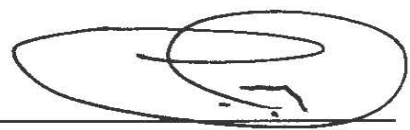
IN WITNESS WHEREOF, Grantor has hereunto authorized the execution of this document and imposition of the restrictions set forth herein.

GRANTOR:

PALM BEACH AGGREGATES, INC.
a Florida corporation

Witness

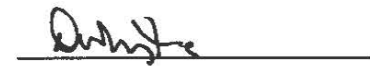
Signature
Gary M Brandberg
Print Name

Signature
WILLIAM G. ...
Print Name

By: 
Its: President
Date: 12/13/04

ACCEPTANCE BY GRANTEE:

PALM BEACH COUNTY, FLORIDA

Witness

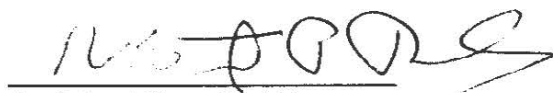

Signature
DAWN WHYTE
Print Name


Signature
DENISE CARMONA
Print Name

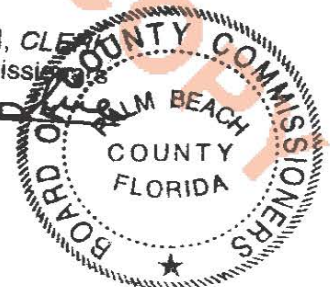
By: 
Tony Masilotti, Chair--
Addie L. Greene, Vice-Chair
Date: 12/13/04

R2004 2538
DEC 13 2004

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**


Assistant County Attorney

DOROTHY H. WILKEN, CLERK
Board of County Commissioners
By 
DEPUTY CLERK



STATE OF FLORIDA)

COUNTY OF _____)

The foregoing Declaration of Restrictive Covenant on Annexation and Land Use was acknowledged before me this 13th day of December, 2004, by Augusta, the President of Palm Beach Aggregates, who is personally known to me or has produced Don Crane as identification.

OFFICIAL NOTARIAL SEAL



Joyce Johnston
MY COMMISSION # DD299718 EXPIRES
July 6, 2008
BONDED THRU TROY FAIR INSURANCE, INC.

Joyce Johnston
Notary Public
Print Name Joyce Johnston
Commission No. DD299718
My Commission Expires 7/6/08

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing Declaration of Restrictive Covenant on Annexation and Land Use was acknowledged before me this ____ day of _____, 2004, by _____, the _____ of Palm Beach County, Florida, who is personally known to me or has produced _____ as identification.

OFFICIAL NOTARIAL SEAL

Notary Public
Print Name _____
Commission No. _____
My Commission Expires _____

JOINDER OF EXISTING LENDER

The undersigned holder of a Mortgage and Security Instrument from Palm Beach Aggregates, Inc., recorded in the Public Records of Palm Beach County, Florida in Official Record Book 11634, Page 1491 and amended in Official Record Book 12139, Page 1686 and Official Record Book 16240, Page 932; and Official Record Book 12009, Page 1576, Official Record Book 12150, Page 860, Official Record Book 11634, Page 1922, hereby joins in this Declaration of Restrictive Covenant on Annexation and Land Use this 10 day of December, 2004, to evidence its consent to the provisions hereof and agreement to be bound hereby.

Signed, scaled and delivered
In the presence of:

Kenna R Taylor
Name:

Selma Kemp
Name:

By: Donald C. Hellmann
Donald C. Hellmann
Vice President
JP Morgan Chase & Co.
F.K.A. Bank One
Kentucky, N.A.

STATE OF Kentucky)
COUNTY OF Fayette) ss

The foregoing Joinder of Existing Lender was acknowledged before me this 10th day of December 2004 by Donald Hellmann of JP Morgan Chase he is personally known to me or has produced himself as identification. F.K.A. Bank One

Kathy Hayden
Notary Public

Kathy Hayden
Printed name of notary

My commission expires: 6-7-2005

LEGAL DESCRIPTION**Parcel A**

IN TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA:

BEING ALL THAT PART OF SECTIONS 17 AND 20 lying West of the West right-of-way line of Levee L-8; LESS the East 660 feet of the West 745 feet of Sections 17 and 20 for Florida Power and Light right-of-way. LESS a parcel of land lying in Section 20, Township 43 South, Range 40 East. Said parcel described as being the East 900 feet, of the West 1,645 feet, of the South 761 feet, of said Section 20, as measured along the South and West lines thereof.

AND ALL THAT PART OF SECTION 29 lying West of the West right-of-way line of Levee L-8; LESS the East 660 feet of the West 745 feet of Section 29 for Florida Power and Light right of way; LESS a parcel of land lying in Section 29, Township 43 South, Range 40 East. Said parcel described as being the East 900 feet, of the West 1,645 feet, of the North 589 feet, of said Section 29, as measure along the North and West lines thereof.

AND THE EAST 24 FEET OF SECTION 30

AND THE EAST 24 FEET OF SECTION 31 lying North of State Road 80.

AND ALL THAT PART OF SECTION 32 lying North of State Road 80 and lying West of the Levee L-8 right-of-way; Less the East 660 feet of the West 745 feet of the North 2,501.47 feet AND LESS the East 760 feet of the West 845 feet of the remaining portion of Section 32 (South of the North 2,501.47 feet) lying North of the Northerly right-of-way of State Road 80; LESS that part of Section 32, Township 43 South, Range 40 Eat in Palm Beach County, Florida more particularly described as follows:

Commence at the Southwest corner of said Section 32; thence North 00° 52' 33" East along the West line of said Section 32 a distance of 1,717.54 feet to a point on the Baseline of Survey for State Road 80; thence South 88° 28' 42" East along said Baseline of Survey a distance of 843.37 feet; thence North 01° 31' 18" East a distance of 173 feet to the Point of Beginning. Thence South 88° 28' 42" East a distance of 3,944.30 feet; thence South 01° 50' 06" West a distance of 98 feet; thence North 88° 28' 42" West a distance of 3,942.80 feet; thence North 00° 57' 33" East a distance of 98 feet to the Point of Beginning. AND THAT PART OF THE SOUTH 360 FEET OF SECTION 20 lying East of the East right-of-way line of Levee L-8; LESS the North 240 feet of the South 360 feet of said Section 20, lying East of the South Florida Water Management District's Canal L-8 right-of-way. AND THE SOUTH 360 FEET OF SECTION 21; Less the North 240 feet, of

the South 360 feet of said Section 21. Also the North 50 feet, of the South 120 feet, of the East 220 feet, of said Section 21. AND THE SOUTH 360 FEET OF THE WEST 780 FEET OF SECTION 22; LESS THE North 290 feet of the South 360 feet of the West 780 feet of said Section 22. AND THE WEST 780 FEET OF SECTION 27; LESS a parcel of land lying in Sections 27 and 22, Township 43 South, Range 40 East, being described as a portion of Sections 27 and 22, bounded as follows:

Records of Palm Beach County, Florida; Bounded on the West by a line lying 2.0 feet West of and parallel with an existing hogwire fence;

Said line being more particularly described as follows: Beginning at a point on the South line of Section 27 lying 146.05 feet Easterly (as measured along the South line of Section 27); thence North $01^{\circ} 27' 30''$ West a distance of 1,748.16 feet; thence North $13^{\circ} 11' 09''$ West a distance of 165.89 feet to a point lying 290.00 feet South of the South line of said Subdivision "Deer Run" and 621.65 feet Westerly of the Northeast corner of the above described parcel of land (said point being the termination of the West line of said Parcel).

Pg 1509

AND ALL OF SECTION 28; AND THAT PART OS SECTION 29 LYING East of the East right-of-way line of Levee L-8; AND THAT PART OF SECTION 32 North of State Road 80 right-of-way lying East of the East right-of-way line o Levee L-8; AND ALL OF SECTION 33 lying North of State Road 80 right-of-way; AND THE WEST 780 FEET OF SECTION 34 lying North of State Road 80 right-of-way; LESS that part of Sections 33 and 34, Township 43 South, Range 40 East in Palm Beach County, Florida more particularly described as follows:

Commence a the Southwest corner of said Section 33; thence North $01^{\circ} 50' 06''$ East along the West line of said Section 33 a distance of 1,812.38 feet to the Point of Beginning; thence continue North $01^{\circ} 50' 06''$ East a distance of 98 feet; thence South $88^{\circ} 28' 42''$ East a distance of 2,870.68 feet; thence South $88^{\circ} 25' 55''$ East a distance of 2,402.53 feet to a point on the East line of said Section 33; thence continue South $88^{\circ} 25' 55''$ East a distance of 780.04 feet; thence South $00^{\circ} 58' 57''$ West a distance of 98 feet; thence North $88^{\circ} 25' 55''$ West a distance of 780.04 feet to a point on the West line of said Section 34; thence continue North $88^{\circ} 25' 55''$ West a distance of 2,403.49 feet; thence North $88^{\circ} 28' 42''$ West a distance of 2,871.18 feet to the Point of Beginning Less a parcel of land lying in Section 34, Township 43 South, Range 40 East, being described as a portion of Section 34, bounded as follows:

Bounded on the South by the North right-of-way line of State Road 80; bounded on the East by a line being described as lying 780.00 feet East of and parallel to the West line of Section 34; bounded on the North by the North line of Section 34; bounded on the West by a line 2.0 feet West of and parallel with an existing hogwire fence; said Northwest corner being described as lying 146.05 feet East of the Northwest corner of Section 34, as measured along the North line of Section 34, the Southwest corner being described as lying 108.72 feet East of

the intersection of the West line of Section 34, and the North right-of-way line of State Road 80, as measured along the North right-of-way line of State Road 80.

PARCEL B

A parcel of land lying in Section 34, Township 43 South, Range 40 East, Palm Beach County, Florida, being described as a portion of Section 34, bounded as follows:

Bounded on the South by the North right-of-way line of State Road 80; bounded on the East by a line being described as lying 780.00 feet East of and parallel to the West line of Section 34; bounded on the North by the North line of Section 34; bounded on the West by a line lying 2.0 feet West of and parallel with an existing hogwire fence: said Northwest corner being described as lying 146.05 feet East of the Northwest corner of Section 34, as measured along the North line of Section 34, the Southwest corner being described as lying 108.72 feet East of the Intersection of the West line of Section 34, and the North right-of-way line of State Road 80, as measured along the North right-of-way line of State Road 80.

Together with:

A parcel of land lying in Sections 27 and 22, Township 43 South, Range 40 East, Palm Beach County, Florida, bounded as follows:

Bounded on the South by the South line of Section 27; bounded on the East by a line being described as lying 780.00 feet East of and parallel to the West line of Section 27; bounded on the North by a line lying 290.00 feet South of and parallel to the South line of the Subdivision "Deer Run" as recorded in Plat Book 35, pages 34-39 of the Public Records of Palm Beach County, Florida; bounded on the West by a line lying 2.0 feet West of and parallel with an existing hogwire fence:

Said line being more particularly described as follows:

Beginning at a point on the South line of Section 27, lying 146.05 feet Easterly (as measured along the South line of Section 27); thence North $01^{\circ} 27' 30''$ West, a distance of 3,443.12 feet; thence North $01^{\circ} 43' 06''$ East, a distance of 165.89 feet to a point lying 290.00 feet South of the South line of said Subdivision "Deer

Run" and 621.65 feet Westerly of the Northeast corner of the above described parcel of land (said point of being the termination of the West line of said parcel)

AND

PARCELS 1 AND 2.

LEGAL DESCRIPTION

PARCEL 1

"Being a parcel of land lying within the East one-half of Sections 30, 19 and 18, Township 43 South, Range 40 East, Palm Beach County, Florida, said parcel being more particularly described as follows-.

Commence at the Southeast corner of said Section 30, thence North 00 degrees 49 minutes 09 seconds East (bearings are based on State Plane Coordinate ,System, Florida East Zone, NAD 83, adjustment of 1990) along the East line of said Section 30, a distance of 286.75 feet; thence North 88 degrees 37 minutes 31 seconds West along the Easterly extension of a line parallel with and 13.00 feet North of the centerline of an East-West feel ditch for a distance of 24.00 feet to the Point of Beginning of the following described parcel thence continue North 88 degrees 37 minutes 31 seconds West, along said line, being 13.00 feet North of and parallel with the centerline of said field ditch a distance of 2,460.91 feet point being approximately 10.0 feet Easterly of the Easterly traveled edge of the Easterly North-South rock road, as measured along aforesaid East-West line; thence North 01 degrees 16 minutes 02 seconds East along a line, lying approximately 10.0 feet East of the traveled edge of said Easterly North-South rock road, a distance of 1,415.91 feet, thence North 02 degrees 14 minutes 30 seconds East along line lying approximately 10.00 feet East of the traveled edge and its Northerly extension, a distance of 11,648.98 feet to the Northerly toe of slope of the Southerly East-West rock road; thence North 89 degrees 47 minutes 27 seconds East along the Northerly toe of slope of the Southerly East-West rock road and its Easterly extension, a distance of 2,201.61 feet, to the Easterly line of said Section 18; thence South 00 degrees 54 minutes 47 seconds West along the East line of said Section 18 a distance of 2,714.41 feet, to the Southeasterly corner of said Section 18, also being the Northeasterly corner of said Section 19; thence South 00 degrees:56 minutes 51 seconds West along the East line of said Section 19, a distance of 5,467.86 feet to the Southeasterly corner of said Section 19; thence North 88 degrees 43 minutes; 41 seconds West along the South line of Said Section 19, a distance of 24.00 feet; thence, South, 00 degrees 49 minutes 09 seconds West, along a line 24.00 feet West of and parallel with the East line of said Section 30, a distance of 4,942.55 feet, to the Point of Beginning.

Containing 703.88 acres, more or less."

PARCEL 2

"Being a parcel of land lying in Section 18, Township 43 South, Range 40 East and Section 13, Township 43 South, Range 39 East Palm Beach County, Florida, said parcel being more particularly described as follows:

Commence at the Southeast corner of said Section 18, thence North 00 degrees 54 minutes 47 seconds East along the Easterly line of said Section 18, a distance of 2,714.41 feet, to the intersection of the Easterly extension of the Northerly toe of slope of the Southerly East-West rock road; thence South 89 degrees 47 minutes 27 seconds West along the Northerly toe of slope of the Southerly East-West rock road and its Easterly extension, a distance of 2,201.61 feet, to the Point of Beginning of the following described parcel; thence continue South 89 degrees 47 minutes 27 seconds West along the Northerly toe of slope of the Southerly East-West rock road, a distance of 5,113.51 feet to the intersection with a North-South line, said line being the Northerly extension of the East toe of slope of the Easterly North-South road, approximately along the North-South one quarter section line of said Section 13; thence South 00 degrees 04 minutes 24 seconds West along the Easterly toe of slope of the Easterly rock road and its Northerly extension, a distance of 2,575.77 feet to the Southerly edge of an existing East-West rock road; thence South 89 degrees 34 minutes 23 seconds East along the Southerly edge of said East-West rock road and North of the Northerly edge of an existing East-West canal, for a distance of 5,013.90 feet to the Westerly line of said Parcel 1 (see Note below); thence North 02 degrees 14 minutes 30 seconds East along the West line of Parcel 1, a distance of 2,633.81 feet to the point of Beginning. Containing 302.69 acres, more or less."

THE FOLLOWING PARCELS TO BE EXCLUDED:

**DESCRIPTIONS 02222 SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PARCEL 1:**

A parcel of land lying within part of Section 17 and part of Section 20, Township 43 South, Range 40 East, Palm Beach County, Florida, Commencing at the Northwest corner of Section 20, Township 43 South, Range 40 East, Palm Beach County, Florida, thence South 88° 22' 20" East 4795.07 feet along the North line of said Section 20 to the West right-of-way line of Levee L-8 and the Point of Beginning of the hereinafter described Parcel 1 thence South 0° 57' 24" West 2380.12 feet along the West right-of-way line of said Levee L-8, thence North 87° 28' 59" West 2400.89 feet along the North edge of the dike road, thence South 0° 57' 24" West 763.74 feet along a line parallel with the West right-of-way line of said Levee L-8, thence North 88° 23' 11" West 1649.67 feet to the East right-of-way line of the Florida Power & Light Co. corridor, as recorded in ORB 2315, P.823, public records of Palm Beach County,

Florida, thence North 0° 57' 12" East 3107.02 feet along said East right-of-way line of Florida Power & Light Co. to the North line of Section 20, Township 43 South, Range 40 East, thence North 0° 54' 15" East 5460.72 feet along said Florida Power & Light Co. right-of-way line to the North line of Section 17, Township 43 South, Range 40 East, thence South 87° 51' 09" East 4056.54 feet along the North line of said Section 17 to the West right-of-way line of Levee L-8, thence South 0° 57' 59" West 4559.81 feet along said L-8 right-of-way line, thence North 88° 21' 51" West 400.03 feet, thence South 0° 57' 59" West 287.21 feet, parallel with the West right-of-way line of Levee L-8, thence North 86° 45' 38" West 327.01 feet, thence at right angles to the preceding course South 3° 14' 22" West 100.00 feet, thence at right angles to the preceding course South 86° 45' 38" East 330.98 feet, thence South 0° 57' 59" West 306.71 feet parallel with the West right-of-way line of Levee L-8, thence South 88° 21' 50" East 400.03 feet to the West right-of-way line of Levee L-8, thence South 0° 57' 59" West 170.00 feet along the West right-of-way line of Levee L-8 to the Point of Beginning. Containing 746.97 Acres.

PARCEL 2

A parcel of land lying within Sections 29 and 32, Township 43 South, Range 40 East, Palm Beach County, Florida,

Commencing at the Northeast corner of Section 29, Township 43 South, Range 40 East, thence North 88° 52' 46" West 541.54 feet along the North line of said Section 29, to the West right-of-way line of Levee L-8, thence South 0° 57' 24" West 80.00 feet along said L-8 right-of-way line, to the Point of Beginning of the hereinafter described Parcel 2, thence South 0° 57' 24" West 5194.59 feet along said L-8 right-of-way line, to the South line of said Section 29, thence South 0° 57' 24" West 1758.82 feet along said L-8 right-of-way line, thence North 88° 23' 35" West 2706.86 feet, to a point on a line parallel with and 1330 feet East of the East right-of-way line of the Florida Power & Light Co. 500 Kv transmission line corridor, and the East line of the 130 feet wide Haul road easement, thence North 0° 56' 55" East 1761.41 feet along said line parallel with the West line of Section 32, Township 43 South, Range 40 East, along the East line of said 130 feet wide Haul road easement to the North line of said Section 32, thence North 0° 49' 13" East 3230.44 feet along a line parallel with the West line of Section 29, Township 43 South, Range 40 East, to the beginning of a curve concave to the East, having a radius of 3856.26 feet, thence Northeasterly 1343.81 feet along the arc of said curve through a central angle of 19° 57' 58" to a point of reverse curvature, and the beginning of a curve concave to the Northwest having a radius of 2050.00 feet, thence Northeasterly and North 634.36 feet along the arc of said curve through a central angle of 17° 43' 47" to the end of said curve at a line parallel with and 80 feet South of, measured at right angles to the North line of Section 29, Township 43 South, Range 40 East, thence South 88° 52' 46" East 2365.81 feet along said line parallel with and 80 feet South of the North line of said Section 29, to the Point of Beginning. Containing: 425.40 Acres.

PARCEL 3:

Commencing at the Southeast corner of Section 20, Township 43 South, Range 40 East, Palm Beach County, Florida,
thence North 88° 52' 46" West 541.54 feet along the South line of said Section 20, to the West right-of-way line of Levee L-8, and the Point of Beginning of the hereinafter described Parcel 3,
thence continue North 88° 52' 46" West 200.00 feet along the South line of said Section 20,
thence North 0° 57' 24" East 3049.86 feet along a line parallel with the West right-of-way line of Levee L-8,
thence South 87° 28' 59" East 200.07 feet to the West right-of-way line of Levee L-8,
thence South 0° 57' 24" West 3044.98 feet along the West right-of-way line of said Levee L-8 to the Point of Beginning. Containing 13.99 Acres.

**THE FOLLOWING PARCEL KNOWN AS THE POWER BLOCK:
PARCEL A**

DESCRIPTION: A parcel of land lying in Section 29, Township 43 South, Range 40 East, Palm Beach County, Florida, described as follows:

Commencing at the Northwest corner of said Section 29, Township 43 South, Range 40 East,

Thence South 88° 52' 46" East 745.00 feet along the North line of said Section 29 to the East line of Florida Power & Light Company 500 Kv transmission line corridor as recorded in ORB 2222, P 1696, public records of Palm Beach County, Florida.

thence South 0° 49' 13" West 589.00' along said East line, which is the same the West line of the Florida Power & Light Company 's Corbett Substation to the Southwest corner of said Corbett Substation, and the Point of Beginning of Parcel A

thence South 88° 52' 46" East 1200.00 feet along the South line of said Corbett Substation and its Easterly extension to a point,

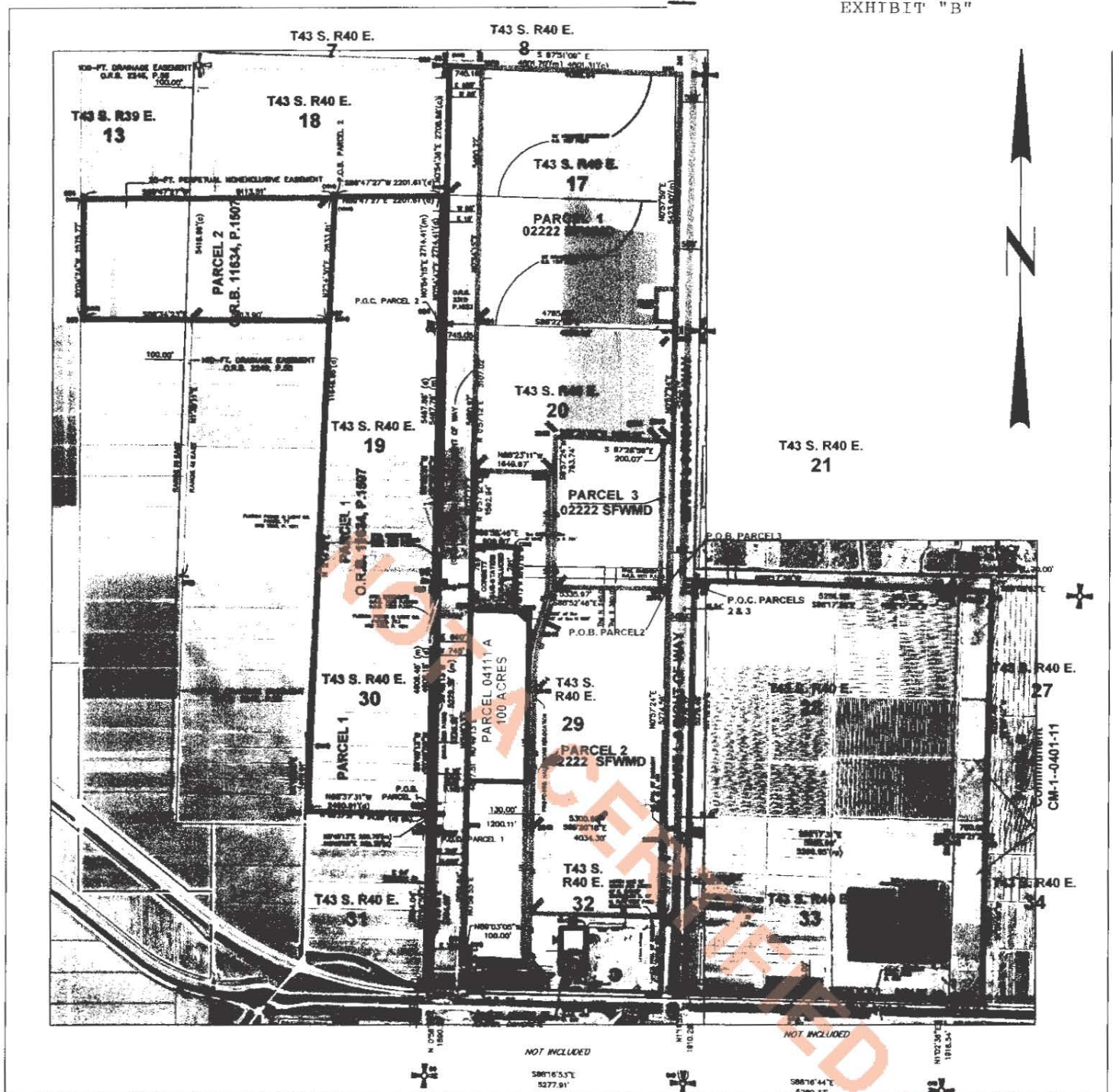
thence South 0° 49' 13" West 3630.04 feet along a line parallel with the East line of the Florida Power & Light Co.'s corridor to a point,

thence North 88° 52' 46" West 1200.00 feet along a line parallel with the North line of Section 29, to the East line of the Florida Power & Light Co. 500Kv transmission line corridor,

thence North 0° 49' 13" East 3630.04 feet along said F P & L Co. East line to the Point of Beginning.

Containing: 100.00 Acres (4,356,000 Acres)

This Parcel A is subject to certain anchor easements in favor of Florida Power & Light Co. which are described and shown on sheet 2 of 2, attached hereto and made a part hereof.



DESCRIPTIONS FOR: **PALM BEACH AGGREGATES, INC.**

PALM BEACH COUNTY

FLORIDA

Scale 1"=3000'	PAG SURVEYORS, INC. L.B. 3411 1016 Southeast 4th Street - Phone (561) 996-6615 Belle Glade, Fl 33430-4330	Date 12-09-04	Sheet 1
Note Book 43-40		Work Order No. 04-3-236	OF 1
No. _____	Page _____		



Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the Village of Wellington has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the Village of Wellington may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

AN ORDINANCE OF WELLINGTON, FLORIDA’S COUNCIL, ADOPTING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT (ISBA) WITH PALM BEACH COUNTY TO COORDINATE FUTURE LAND USE, PUBLIC FACILITIES, AND SERVICES IN ADVANCE OF FUTURE ANNEXATIONS WITHIN THE AREA DEFINED BY THE ISBA; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☒ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;

- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - ☐ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The Village of Wellington hereby publishes the following information:

- 1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

N/A

- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

N/A

- (b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

N/A

- (c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:**

N/A

3. **A good faith estimate of the number of businesses likely to be impacted by the ordinance:**

N/A

4. **Additional information the governing body determines may be useful (if any):**

N/A

Note: Wellington's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. Wellington's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.



Wellington Legal Notice

Please choose a category	Public Notices - Wellington
Title	ORDINANCE NO. 2026-15 (INTERLOCAL SERVICE BOUNDARY AGREEMENT)
Publish Date	07/22/2026
Publish Time	8:57 AM (EDT)
Description	AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, ADOPTING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT (ISBA) WITH PALM BEACH COUNTY TO COORDINATE FUTURE LAND USE, PUBLIC FACILITIES, AND SERVICES IN ADVANCE OF FUTURE ANNEXATIONS WITHIN THE AREA DEFINED BY THE ISBA; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
Attach Files (Optional)	 ISBA (2) Legal Ad - Final.pdf
Submitted by (Email Address)	smilachay@wellingtonfl.gov
Notifications	Yes
Send Out a Notification to Your Subscribers	Yes
Signature	



Legislation Text

File #: 26-7847, **Version:** 1

ITEM: ORDINANCE NO. 2026-16 (AMENDING CHAPTER 22 OF WELLINGTON'S CODE OF ORDINANCES TO CLARIFY THE PENALTY FOR GOLF CART VIOLATIONS AND CREATE A NEW ARTICLE ADDRESSING THE OPERATION OF MICROMOBILITY DEVICES ON PUBLIC RIGHTS-OF-WAY)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING CHAPTER 22 OF WELLINGTON'S CODE OF ORDINANCES, TITLED "TRAFFIC AND VEHICLES", TO CLARIFY THE PENALTY FOR GOLF CART VIOLATIONS IN SECTION 22-34 AND TO CREATE A NEW ARTICLE VII, SECTIONS 22-46 THROUGH 22-50, TITLED "MICRO-MOBILITY DEVICES", GOVERNING THE USE OF MICRO-MOBILITY DEVICES ON PUBLIC RIGHTS-OF-WAY IN WELLINGTON, CONSISTENT WITH STATE LAW; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Ordinance No. 2026-16 amending Chapter 22 of the Code of Ordinances to clarify the penalty for golf cart violations in section 22-34 and create a new Article VII, Sections 22-46 through 22-50, governing the operation of micro-mobility devices on public rights-of-way in Wellington consistent with state law.

EXPLANATION: Wellington's golf cart regulations, initially adopted in 2021 and amended and recodified as Article V of Chapter 22 of the Code of Ordinances in 2022 as part of Wellington's amendment to the Code of Ordinances in its entirety, regulates the operation of golf carts in Wellington and is enforced by the Palm Beach County Sheriff's Office ("PBSO").

Section 22-34 of the Code of Ordinances, titled "Enforcement; Penalties," presently provides for a graduated civil penalty for violations of the golf cart regulations. PBSO has requested a flat penalty rather than a graduated scale to facilitate enforcement by its deputies. The proposed ordinance would also modify the penalty for violations of the golf cart regulations to mirror the statutory language in section 316.212(9), Florida Statutes.

Similar to golf carts, Wellington has also seen a sharp increase in the presence of non-human-powered micromobility devices, namely, electric bicycles and motorized scooters, in and around Wellington, as well as an increase in the number of accidents involving these devices in Wellington and throughout the state of Florida. While state law imposes certain requirements on operators of micromobility devices, such as the requirement that operators under the age of 16 wear a helmet, sections 316.008, 316.20655, and 316.2128, of the Florida Statutes, permit a local government to adopt an ordinance governing the operation of electric bicycles, motorized scooters, and other micromobility devices on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction.

The proposed ordinance, which introduces a new article to Chapter 22 of the Code of Ordinances, addresses the operation of micromobility devices in Wellington consistent with Florida law. It includes identification requirements, speed limits, and location restrictions for non-human powered micromobility devices. Ordinance No. 2026-16 was approved by the Village Council on first reading with direction to include a provision imposing an age restriction of 15 for operators of non-human powered micromobility devices. The age restriction has been added to the proposed ordinance for Council's consideration on second reading.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: YES **QUASI-JUDICIAL:** NO

FIRST READING: **SECOND READING:** YES

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: NONE. Enforcement will continue to be provided by PBSO pursuant to Wellington's existing contract with the agency.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Ordinance No. 2026-16 amending Chapter 22 of the Code of Ordinances to clarify the penalty for golf cart violations in section 22-34 and create a new Article VII, Sections 22-46 through 22-50, governing the operation of micro-mobility devices on public rights-of-way in Wellington consistent with state law.

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WHEREAS, the Wellington Council is authorized and empowered to adopt and amend legislation to govern the affairs of its citizens and promote the public health, safety, and welfare of the community; and

WHEREAS, in 2021, in response to the increased presence of golf carts in and around Wellington, the Wellington Council adopted Ordinance No. 2021-10, authorizing the operation of golf carts on designated Wellington roads and designated multi-modal pathways subject to specific restrictions (the “Golf Cart Ordinance”) to promote the safe operation of golf carts in Wellington consistent with sections 316.008 and 316.212, Florida Statutes; and

WHEREAS, in 2022, the Golf Cart Ordinance was amended and re-codified as Article V of Chapter 22 of the Code of Ordinances as part of Wellington’s amendment to the Code of Ordinances in its entirety; and

WHEREAS, section 22-34 of the Code of Ordinances, titled Enforcement; Penalties, presently provides for a graduated civil penalty for violations of the Golf Cart Ordinance; and

WHEREAS, the Wellington Council now seeks to amend the civil penalty for violations of the Golf Cart Ordinance, consistent with state law, to provide clarity both to golf cart operators and to law enforcement officers who are tasked with enforcing violations of the Golf Cart Ordinance; and

WHEREAS, in addition to golf carts, Wellington has seen an increase in the use of non-human powered micromobility devices, namely, electric bicycles and motorized scooters, in and around Wellington; and

WHEREAS, there has also been an increase in the number of accidents involving non-human powered micromobility devices in Wellington and throughout the state of Florida; and

1 **WHEREAS**, sections 316.008, 316.20655, and 316.2128, Florida Statutes, permit
2 local governments to adopt ordinances governing the operation of electric bicycles,
3 motorized scooters, and other micromobility devices, consistent with Florida law; and
4

5 **WHEREAS**, given the prevalence of non-human powered micromobility devices
6 as a means of transportation in and around Wellington and increased concerns relating
7 to the safety of the operator, pedestrians, equestrian trail riders, and motorists, the
8 Wellington Council believes it is in the best interest of the community to adopt regulations
9 governing the operation of non-human powered micromobility devices in Wellington
10 consistent with state law, including identification requirements, [age restrictions](#), speed
11 limits, and location restrictions.
12

13 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF WELLINGTON,**
14 **FLORIDA THAT:**
15

16 **SECTION 1:** Chapter 22, Article V, Section 22-34 of the Code of Ordinances
17 Wellington, Florida is hereby amended to read as follows:
18

19 **Sec. 22-34: Enforcement; Penalties**
20

- 21 A. Violations of this article may be enforced by Law Enforcement Officers. A violation
22 of this article is a ~~civil~~ noncriminal traffic infraction punishable as a moving or
23 nonmoving violation, as applicable, pursuant to F.S. § 316.212 and F.S. ch 318. ~~by~~
24 ~~civil penalty in the amounts set forth below:~~

25
26 ~~First violation: Warning.~~

27
28 ~~Second violation: \$50.00.~~

29
30 ~~Third violation (and every violation thereafter): \$100.00.~~

- 31
32 B. When applicable, violations of this article may be enforced by Law Enforcement
33 Officers through the issuance of a Uniform Traffic Citation pursuant to Florida law.
34
35 C. The enforcement provisions of this section are supplemental in nature and are not
36 intended to prohibit Wellington from seeking any other remedy available at law or
37 in equity.
38

39 **SECTION 2:** Chapter 22 of the Code of Ordinances of Wellington, Florida is hereby
40 amended by adding Article VII, to be numbered Sections 22-46 through 22-50, which
41 Article reads as follows:
42

43 **Article VII – MICROMOBILITY DEVICES**
44

45 **Sec. 22-46: Purpose, ~~and Intent~~, and Applicability**
46

1 A. *Purpose and Intent:* The provisions of this article are intended to supplement
2 the applicable provisions of the Florida Uniform Traffic Control Law, Chapter
3 316, Florida Statutes, to promote the safe operation of Micromobility Devices,
4 particularly Electric Bicycles and Motorized Scooters, in areas where the
5 Village of Wellington has jurisdiction to regulate traffic consistent with the
6 authority granted in sections 316.008, 316.20655, and 316.2128, Florida
7 Statutes. Nothing contained in this article shall be construed to prevent Law
8 Enforcement Officers from enforcing the provisions of Chapter 316, Florida
9 Statutes, within Wellington.

10
11 B. *Applicability:* The provisions of this article do not apply to the operation of
12 Micromobility Devices within gated communities or on private or semi-private
13 property, including retail parking lots and private roads, within Wellington. The
14 operation of Micromobility Devices in these areas is governed by the applicable
15 association or property owner.

16 17 18 **Sec. 22-47: Definitions**

19
20 In addition to the definitions in section 22-3 and 22-30, the following definitions apply to
21 this article:

22
23 **Bicycle:** Every vehicle propelled solely by human power, having two tandem wheels,
24 and including any device generally recognized as a Bicycle though equipped with two
25 front or two rear wheels. The term does not include a scooter or similar device.

26
27 **Electric Bicycle:** A Bicycle or tricycle equipped with fully operable pedals, a seat or
28 saddle for the use of the rider, and an electric motor of less than 750 watts which meets
29 the requirements of one of the following three classifications:

30
31 A. "Class 1 electric bicycle" means an Electric Bicycle equipped with a motor that
32 provides assistance only when the rider is pedaling and that ceases to provide
33 assistance when the Electric Bicycle reaches the speed of 20 miles per hour.

34
35 B. "Class 2 electric bicycle" means an Electric Bicycle equipped with a motor that
36 may be used exclusively to propel the Electric Bicycle and that ceases to
37 provide assistance when the Electric Bicycle reaches the speed of 20 miles per
38 hour.

39
40 C. "Class 3 electric bicycle" means an Electric Bicycle equipped with a motor that
41 provides assistance only when the rider is pedaling and that ceases to provide
42 assistance when the Electric Bicycle reaches the speed of 28 miles per hour.

43
44 **Micromobility Device:** A motorized transportation device designed for individual use
45 which is typically 20 to 36 inches in width and 50 pounds or less in weight and which
46 operates at a speed of typically less than 15 miles per hour but no more than 28 miles

per hour. This term includes both a human-powered and a non-human-powered device such as a Bicycle, Electric Bicycle, Motorized Scooter, or any other device that is owned by an individual or part of a shared fleet.

Motorized Scooter: Any vehicle or Micromobility Device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground. The term does not include an Electric Bicycle.

Non-Human Powered Micromobility Device: A Micromobility Device equipped with a motor, regardless of whether the motor is in use by the operator. The term includes, but is not limited to, an Electric Bicycle and a Motorized Scooter. It does not include a Bicycle.

Sec. 22-48: Age, Identification, and Speed Restrictions ~~for Non-Human Powered Micromobility Devices~~

A. Age: A person operating a Non-Human Powered Micromobility Device must be at least 15 years old.

A.B. Identification: A person operating a Non-Human Powered Micromobility Device must possess a government-issued photographic identification while operating the device. A minor may comply with the requirements of this subsection by presenting a school-issued photographic identification badge.

C. Speed: The maximum speed for the operation of a Non-human Powered Micromobility Device on a sidewalk or canal-right-of way, including designated multi-modal pathways, as defined in section 22-20 of this chapter, is 15 miles per hour, except as otherwise provided by applicable law.

B.D. A person operating a Micromobility Device must abide by all applicable state, county, and Wellington traffic regulations.

Sec. 22-49: Prohibited Locations for Operation ~~of Micromobility Devices~~

A. Public Bridle Trails: A person may not operate a Non-Human Powered Micromobility Device on public bridle trails.

B. Wellington Facilities: Prohibitions on the operation of Micromobility Devices at Wellington facilities are addressed in chapter 14 of this Code and shall be enforced as set forth therein.

Sec. 22-50: Enforcement

A. This article may be enforced by Law Enforcement Officers.

1 B. A person who violates this article commits a noncriminal traffic infraction,
2 punishable as a pedestrian violation as provided in chapter 318, Florida Statutes.

3
4 C. The enforcement provisions of this section are supplemental in nature and are not
5 intended to prohibit Wellington from seeking any other remedy available at law or
6 in equity.
7

8 **SECTION 2.** Should any section, paragraph, sentence, clause, or phrase of this
9 Ordinance conflict with any section, paragraph, clause or phrase of any prior Wellington
10 Ordinance, Resolution, or Municipal Code provision; then in that event the provisions of
11 this Ordinance shall prevail to the extent of such conflict.
12

13 **SECTION 3:** Should any section, paragraph, sentence, clause, or phrase of this
14 Ordinance be declared by a court of competent jurisdiction to be invalid, such decision
15 shall not affect the validity of this Ordinance as a whole or any portion or part thereof,
16 other than the part so declared to be invalid.
17

18 **SECTION 4:** This Ordinance shall become effective immediately upon adoption of
19 the Wellington Council following second reading.
20

21 **PASSED** this _____ day of _____, 20__ upon first reading.
22

23 **PASSED AND ADOPTED** this _____ day of _____, 20 on second and
24 final reading.
25

26 **WELLINGTON**

FOR

AGAINST

27
28
29 BY: _____

30 Michael J. Napoleone, Mayor

31
32 _____

33 Maria Antuña, Vice Mayor

34
35 _____

36 Amanda Silvestri, Councilwoman

37
38 _____

39 Stephan A. Levin, Councilman

40
41 _____

42 Johnny Meier, Councilman
43

44 **ATTEST:**

45 BY: _____
46

Chevelle D. Hall, MMC, Village Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: _____
Laurie Cohen, Village Attorney

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1 **WHEREAS**, sections 316.008, 316.20655, and 316.2128, Florida Statutes, permit
2 local governments to adopt ordinances governing the operation of electric bicycles,
3 motorized scooters, and other micromobility devices, consistent with Florida law; and
4

5 **WHEREAS**, given the prevalence of non-human powered micromobility devices
6 as a means of transportation in and around Wellington and increased concerns relating
7 to the safety of the operator, pedestrians, equestrian trail riders, and motorists, the
8 Wellington Council believes it is in the best interest of the community to adopt regulations
9 governing the operation of non-human powered micromobility devices in Wellington
10 consistent with state law, including identification requirements, age restrictions, speed
11 limits, and location restrictions.
12

13 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF WELLINGTON,**
14 **FLORIDA THAT:**
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17 Wellington, Florida is hereby amended to read as follows:
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20

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22 of this article is a ~~civil~~ noncriminal traffic infraction punishable as a moving or
23 nonmoving violation, as applicable, pursuant to F.S. § 316.212 and F.S. ch 318. ~~by~~
24 ~~civil penalty in the amounts set forth below:~~

25
26 ~~First violation: Warning.~~

27
28 ~~Second violation: \$50.00.~~

29
30 ~~Third violation (and every violation thereafter): \$100.00.~~

- 31
32 B. When applicable, violations of this article may be enforced by Law Enforcement
33 Officers through the issuance of a Uniform Traffic Citation pursuant to Florida law.
34

- 35 C. The enforcement provisions of this section are supplemental in nature and are not
36 intended to prohibit Wellington from seeking any other remedy available at law or
37 in equity.
38

39 **SECTION 2:** Chapter 22 of the Code of Ordinances of Wellington, Florida is hereby
40 amended by adding Article VII, to be numbered Sections 22-46 through 22-50, which
41 Article reads as follows:
42

43 **Article VII – MICROMOBILITY DEVICES**
44

45 **Sec. 22-46: Purpose, Intent, and Applicability**
46

1 A. Purpose and Intent: The provisions of this article are intended to supplement
2 the applicable provisions of the Florida Uniform Traffic Control Law, Chapter
3 316, Florida Statutes, to promote the safe operation of Micromobility Devices,
4 particularly Electric Bicycles and Motorized Scooters, in areas where the
5 Village of Wellington has jurisdiction to regulate traffic consistent with the
6 authority granted in sections 316.008, 316.20655, and 316.2128, Florida
7 Statutes. Nothing contained in this article shall be construed to prevent Law
8 Enforcement Officers from enforcing the provisions of Chapter 316, Florida
9 Statutes, within Wellington.

10
11 B. Applicability: The provisions of this article do not apply to the operation of
12 Micromobility Devices within gated communities or on private or semi-private
13 property, including retail parking lots and private roads, within Wellington. The
14 operation of Micromobility Devices in these areas is governed by the applicable
15 association or property owner.

16 17 **Sec. 22-47: Definitions**

18
19 In addition to the definitions in section 22-3 and 22-30, the following definitions apply to
20 this article:

21
22 **Bicycle:** Every vehicle propelled solely by human power, having two tandem wheels,
23 and including any device generally recognized as a Bicycle though equipped with two
24 front or two rear wheels. The term does not include a scooter or similar device.

25
26 **Electric Bicycle:** A Bicycle or tricycle equipped with fully operable pedals, a seat or
27 saddle for the use of the rider, and an electric motor of less than 750 watts which meets
28 the requirements of one of the following three classifications:

29
30 A. "Class 1 electric bicycle" means an Electric Bicycle equipped with a motor that
31 provides assistance only when the rider is pedaling and that ceases to provide
32 assistance when the Electric Bicycle reaches the speed of 20 miles per hour.

33
34 B. "Class 2 electric bicycle" means an Electric Bicycle equipped with a motor that
35 may be used exclusively to propel the Electric Bicycle and that ceases to
36 provide assistance when the Electric Bicycle reaches the speed of 20 miles per
37 hour.

38
39 C. "Class 3 electric bicycle" means an Electric Bicycle equipped with a motor that
40 provides assistance only when the rider is pedaling and that ceases to provide
41 assistance when the Electric Bicycle reaches the speed of 28 miles per hour.

42
43 **Micromobility Device:** A motorized transportation device designed for individual use
44 which is typically 20 to 36 inches in width and 50 pounds or less in weight and which
45 operates at a speed of typically less than 15 miles per hour but no more than 28 miles
46 per hour. This term includes both a human-powered and a non-human-powered device

1 such as a Bicycle, Electric Bicycle, Motorized Scooter, or any other device that is owned
2 by an individual or part of a shared fleet.

3
4 **Motorized Scooter:** Any vehicle or Micromobility Device that is powered by a motor with
5 or without a seat or saddle for the use of the rider, which is designed to travel on not more
6 than three wheels, and which is not capable of propelling the vehicle at a speed greater
7 than 20 miles per hour on level ground. The term does not include an Electric Bicycle.

8
9 **Non-Human Powered Micromobility Device:** A Micromobility Device equipped with a
10 motor, regardless of whether the motor is in use by the operator. The term includes, but
11 is not limited to, an Electric Bicycle and a Motorized Scooter. It does not include a Bicycle.

12 13 **Sec. 22-48: Age, Identification, and Speed Restrictions**

14
15 A. Age: A person operating a Non-Human Powered Micromobility Device must be at
16 least 15 years old.

17
18 B. Identification: A person operating a Non-Human Powered Micromobility Device
19 must possess a government-issued photographic identification while operating the
20 device. A minor may comply with the requirements of this subsection by
21 presenting a school-issued photographic identification badge.

22
23 C. Speed: The maximum speed for the operation of a Non-human Powered
24 Micromobility Device on a sidewalk or canal-right-of way, including designated
25 multi-modal pathways, as defined in section 22-20 of this chapter, is 15 miles per
26 hour, except as otherwise provided by applicable law.

27
28 D. A person operating a Micromobility Device must abide by all applicable state,
29 county, and Wellington traffic regulations.

30 31 **Sec. 22-49: Prohibited Locations for Operation**

32
33 A. Public Bridle Trails: A person may not operate a Non-Human Powered
34 Micromobility Device on public bridle trails.

35
36 B. Wellington Facilities: Prohibitions on the operation of Micromobility Devices at
37 Wellington facilities are addressed in chapter 14 of this Code and shall be enforced
38 as set forth therein.

39 40 **Sec. 22-50: Enforcement**

41
42 A. This article may be enforced by Law Enforcement Officers.

43
44 B. A person who violates this article commits a noncriminal traffic infraction,
45 punishable as a pedestrian violation as provided in chapter 318, Florida Statutes.
46

C. The enforcement provisions of this section are supplemental in nature and are not intended to prohibit Wellington from seeking any other remedy available at law or in equity.

SECTION 2. Should any section, paragraph, sentence, clause, or phrase of this Ordinance conflict with any section, paragraph, clause or phrase of any prior Wellington Ordinance, Resolution, or Municipal Code provision; then in that event the provisions of this Ordinance shall prevail to the extent of such conflict.

SECTION 3: Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion or part thereof, other than the part so declared to be invalid.

SECTION 4: This Ordinance shall become effective immediately upon adoption of the Wellington Council following second reading.

PASSED this _____ day of _____, 20__ upon first reading.

PASSED AND ADOPTED this _____ day of _____, 20 on second and final reading.

WELLINGTON

FOR

AGAINST

BY: _____

Michael J. Napoleone, Mayor

Maria Antuña, Vice Mayor

Amanda Silvestri, Councilwoman

Stephan A. Levin, Councilman

Johnny Meier, Councilman

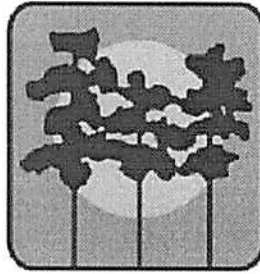
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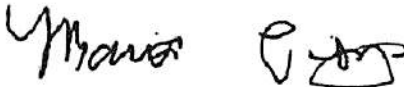
BY: _____

Chevelle D. Hall, MMC, Village Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: _____
Laurie Cohen, Village Attorney

**Wellington Legal Notice**

Please choose a category	Public Notices - Wellington
Title	NOTIVCE OF PUBLIC HEARING
Publish Date	07/20/2026
Publish Time	10:58 AM (EDT)
Description	ORDINANCE NO. 2026-16 AMENDING CHAPTER 22 OF WELLINGTON'S CODE OF ORDINANCES TO CLARIFY THE PENALTY FOR GOLF CART VIOLATIONS AND CREATE A NEW ARTICLE ADDRESSING THE OPERATION OF MICROMOBILITY DEVICES ON PUBLIC RIGHTS-OF-WAY AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, AMENDING CHAPTER 22 OF WELLINGTON'S CODE OF ORDINANCES, TITLED "TRAFFIC AND VEHICLES," TO CLARIFY THE PENALTY FOR GOLF CART VIOLATIONS IN SECTION 22-34 AND TO CREATE A NEW ARTICLE VII, SECTIONS 22-46 THROUGH 22-50, TITLED "MICROMOBILITY DEVICES," GOVERNING THE USE OF MICROMOBILITY DEVICES, ON PUBLIC RIGHTS-OF-WAY IN WELLINGTON CONSISTENT WITH STATE LAW; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Attach Files (Optional)	 2026-16 - Amendment to Chapter 22 (Golf Cart Penalty and Micromobility Devices on Public Rights-of-Way) 7.
Submitted by (Email Address)	mpisz@wellingtonfl.gov
Notifications	No
Signature	



Legislation Text

File #: 26-7850, **Version:** 1

ITEM: ORDINANCE NO. 2026-17 (OPERATION OF NON-HUMAN POWERED MICRO-MOBILITY DEVICES)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING CHAPTER 14, ARTICLE I, DIVISION 1, SECTIONS 14-1 (DEFINITIONS), 14-3 (ENFORCEMENT AUTHORITY), AND 14-4 (PENALTIES) OF THE CODE OF ORDINANCES TO INCLUDE A DEFINITION OF NEIGHBORHOOD PARK AND CLARIFY THAT VIOLATIONS OF THIS CHAPTER MAY BE ENFORCED BY LAW ENFORCEMENT OFFICERS; AMENDING CHAPTER 14, ARTICLE II, DIVISION 2, SECTION 14-21 (GAME AND SPORT ACTIVITY) OF THE CODE OF ORDINANCES TO CLARIFY THAT BICYCLES, SCOOTERS, AND OTHER SIMILAR ACTIVITIES ARE PROHIBITED INSIDE NEIGHBORHOOD PARKS AND IN OTHER PUBLIC RECREATIONAL AREAS; AND AMENDING CHAPTER 14, ARTICLE III, DIVISION 4, SECTION 14-26 (USE OF VEHICLES) OF THE CODE OF ORDINANCES TO PROHIBIT NON-HUMAN POWERED MICROMOBILITY DEVICES IN CERTAIN WELLINGTON PARKS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Ordinance No. 2026-17 amending Chapter 14 of the Code of Ordinances to prohibit the operation of non-human powered micromobility devices in certain Wellington parks or portions of Wellington parks and to clarify definitions and enforcement.

EXPLANATION: Wellington has recently experienced property damage at its neighborhood parks, boat docks, and other locations due to the apparent misuse of non-human powered micromobility devices, particularly electric bicycles and motorized scooters. The proposed amendments to Chapter 14, which governs Parks and Recreation, seek to clarify that the use of these devices is prohibited in certain Wellington parks and in certain areas of Wellington parks to protect against further property damage and promote the public safety.

More specifically, Chapter 14, Article III, Division 1, Section 14-21 of the Code of Ordinances, titled "Game and Sport Activity," currently prohibits roller skating, roller blading, bicycling, skateboarding, and any other similar activity on turf, basketball courts, tennis courts, and parking lots. The proposed amendment modifies section 14-21 to specifically identify electric bicycling and motorized scooting among the activities prohibited by this section and to clarify that such activities are also prohibited inside Neighborhood Parks, on boat docks, and on playground equipment. Section 14-1 is also amended to include a definition of Neighborhood Park that applies to the entire chapter.

Given the increased prevalence of non-human powered micromobility devices, particularly electric bicycles and motorized scooters, in and around Wellington, as well as the increase in accidents involving such devices in Wellington and throughout the state of Florida, the proposed ordinance also modifies section 14-26, which addresses the use of vehicles in parks. The changes include new language prohibiting the operation of non-human powered micromobility devices in specific park locations as part of an additional effort to protect against property damage and promote public safety in areas that see higher amounts of pedestrian traffic; namely:

- (1) Wellington Town Center

- (2) Neighborhood Parks
- (3) The Heart Trail at Village Park during the days and hours indicated on posted signage

Finally, the proposed ordinance amends sections 14-3 and 14-4, which address enforcement of Chapter 14. The change to section 14-3 clarifies that Chapter 14 can be enforced by both the Parks and Recreation Department and by law enforcement officers. The change to Chapter 14-4 modifies the penalty for violations of Chapter 14 to be consistent with the language in Chapter 162 of the Florida Statutes.

Ordinance No. 2026-17 was approved by the Village Council on first reading with direction to narrow the prohibition against operating on the Heart Trail at Village Park to only those times when the area is very congested; namely, on weekday evenings and on Saturdays during the school year and during special events. The proposed ordinance has been revised in accordance with that direction.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: YES **QUASI-JUDICIAL:** NO

FIRST READING: **SECOND READING:** YES

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: NONE

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Ordinance No. 2026-17 amending Chapter 14 of the Code of Ordinances to prohibit the operation of non-human powered micromobility devices in certain Wellington parks or portions of Wellington parks and to clarify definitions and enforcement.

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WHEREAS, the Wellington Council is authorized and empowered to adopt and amend legislation to govern the affairs of its citizens and promote the public health, safety, and welfare of the community; and

WHEREAS, Chapter 14, Article III, Division 2, Section 14-21 provides that roller skating, roller blading, bicycling, skateboarding, and any other similar activity is prohibited on turf, basketball courts, tennis courts, and parking lots; and

WHEREAS, Wellington has recently experienced property damage at its neighborhood parks, boat docks, and other locations due to the apparent misuse of non-human powered micromobility devices, particularly electric bicycles and motorized scooters, and other similar activities in such places; and

229

1 **WHEREAS**, Chapter 14, Article III, Division 2, Section 14-24 sets forth guidelines
2 for the use of vehicles in parks; and
3

4 **WHEREAS**, Wellington has seen an increase in the use of non-human powered
5 micromobility devices, particularly, electric bicycles and motorized scooters, in and
6 around Wellington, as well as an increase in the number of accidents involving such
7 devices in Wellington and throughout the State of Florida; and
8

9 **WHEREAS**, the Wellington Council believes it is in the best interest of Wellington
10 to amend Section 14-26 to restrict where non-human powered micromobility devices may
11 be operated in Wellington parks to protect the public from property damage and to
12 promote public safety in certain park locations that see higher amounts of pedestrian
13 traffic; and
14

15 **WHEREAS**, Chapter 14, Article I, Division 1, Sections 14-3 and 14-4 address the
16 enforcement and penalties for all of Chapter 14; and
17

18 **WHEREAS**, Section 14-3 provides that it is the duty and responsibility of the Parks
19 and Recreation employees to enforce Chapter 14 and section 14-4 further provides that
20 the penalty for violation of Chapter 14 involves a fine and/or imprisonment; and
21

22 **WHEREAS**, the Wellington Council believes it is in the best interest of Wellington
23 to amend sections 14-3 and 14-4 to clarify that enforcement of Chapter 14 may also be
24 by law enforcement officers.
25

26 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF WELLINGTON,**
27 **FLORIDA, THAT:**
28

29 **SECTION 1:** Chapter 14, Article I, Division 1, Section 14-1 of the Code of
30 Ordinances, Wellington, Florida is hereby amended to add a definition of Neighborhood
31 Park in alphabetical order to read as follows:
32

33 **Neighborhood Park:** A public recreational area located within walking or biking distance
34 to one of Wellington's neighborhoods and identified on Wellington's official website as a
35 Neighborhood Park.
36

37 **SECTION 2:** Chapter 14, Article I, Division 1, Section 14-3 of the Code of
38 Ordinances, Wellington, Florida is hereby amended to read as follows:
39

40 **Sec. 14-3: Enforcement Authority**
41

- 42 A. It shall be the duty and responsibility of the Department employees to enforce this
43 chapter. This chapter may also be enforced by Law Enforcement Officers.
44

1 B. It shall be unlawful for any person to do any act forbidden or fail to perform any
2 act required by this chapter or for any person to fail to comply with any lawful or
3 reasonable order given by Wellington employees.

4
5 C. The Council may adopt reasonable rules and regulations as are necessary to
6 manage, use, preserve, and govern park property and activities.

7
8 **SECTION 3:** Chapter 14, Article I, Division 1, Section 14-4 of the Code of
9 Ordinances, Wellington, Florida is hereby amended to read as follows:

10
11 **Sec. 14-4: Penalties**

12
13 A. Any person convicted of violating the provisions of this ~~section~~ chapter shall be
14 punished by a fine ~~not less than \$25.00 but not to exceed than \$500.00~~, or by
15 imprisonment not exceeding ~~90~~60 days, or both.

16
17 B. Any person found violating any provision of this chapter is subject to ejection and
18 arrest by a Law Enforcement Officer.

19
20 **SECTION 4:** Chapter 14, Article III, Division 2, Section 14-21 of the Code of
21 Ordinances, Wellington, Florida is hereby amended to read as follows:

22
23 **Sec. 14-21: Game and Sport Activity**

24
25 A. No person in a park shall take part in the playing of any games involving thrown
26 or otherwise propelled objects such as stones, arrows, golf balls, javelins, rockets,
27 or radio-controlled airplanes, except in areas set apart for such forms of recreation.
28 The playing or practicing by organized sponsored athletic teams of such games
29 as football, baseball, and the like, is prohibited except on fields, courts, or areas
30 designated for such use, or as directed by the Director or their authorized
31 representative.

32
33 B. Roller skating, roller blading, bicycling (including Electric Bicycles as defined in
34 chapter 22, article VII of this Code), skateboarding (including motorized
35 skateboards and hover boards), scootering (including Motorized Scooters as
36 defined in chapter 22, article VII of this Code), and any other similar activity is
37 prohibited in Neighborhood Parks, on turf, basketball courts, tennis courts, boat
38 docks, playground equipment, and in parking lots and shall be confined to those
39 areas specifically designated for such activities.

40
41 **SECTION 5:** Chapter 14, Article III, Division 4, Section 14-26 of the Code of
42 Ordinances, Wellington, Florida is hereby amended to read as follows:

43
44 **Sec. 14-26: Use of Vehicles**

- 1 A. No person shall operate a vehicle in a park except upon designated paved or
2 improved park roads or driveways, or in and upon designated areas or trails set
3 aside for use by such vehicles, unless directed by a law enforcement officer or
4 park employee to do so, or by official signs or markings.
5
6 B. No person, except in emergencies, shall change any parts, repair, wash, wax, or
7 polish, grease, or perform other maintenance on a vehicle on any park roadway,
8 driveway, parking lot, or other park property.
9
10 C. No person shall operate or park a motor vehicle, camper, bus, or trailer within a
11 Wellington park or parking lot except in those areas specifically designated by
12 signs to be used for such driving or parking unless authorized by the Director or
13 the Sheriff's Department. Any agents or employees of federal, state, county, or
14 municipal governmental bodies operating motor vehicles on official business shall
15 be exempt from the provisions hereof.
16
17 D. No person shall bed down, sleep, or camp overnight in a Wellington park, including
18 any parking area, nor shall camper trucks, buses, trailers, or other vehicles be
19 permitted to remain in a Wellington park unless authorized by the Director.
20
21 E. Non-Human Powered Micromobility Devices: No person shall operate a Non-
22 Human Powered Micromobility Device, as defined in chapter 22, article VII of this
23 Code, in any of the following Wellington park locations:
24
25 i. Wellington Town Center;
26
27 ii. Neighborhood Parks;
28
29 iii. The Heart Trail at Village Park during the days and hours indicated on
30 posted signage.
31

32 **SECTION 6:** Should any section, paragraph, sentence, clause, or phrase of this
33 Ordinance conflict with any section, paragraph, clause or phrase of any prior Wellington
34 Ordinance, Resolution, or Municipal Code provision; then in that event the provisions of
35 this Ordinance shall prevail to the extent of such conflict.
36

37 **SECTION 7:** Should any section, paragraph, sentence, clause, or phrase of this
38 Ordinance be declared by a court of competent jurisdiction to be invalid, such decision
39 shall not affect the validity of this Ordinance as a whole or any portion or part thereof,
40 other than the part so declared to be invalid.
41

42 **SECTION 8:** This Ordinance shall become effective immediately upon adoption
43 of the Wellington Council following second reading.
44

45 **PASSED** this _____ day of _____, 20____ upon first reading.
46

PASSED AND ADOPTED this _____ day of _____, 20 on second and final reading.

WELLINGTON

FOR

AGAINST

BY: _____

Michael J. Napoleone, Mayor

Maria Antuña, Vice Mayor

Amanda Silvestri, Councilwoman

Stephan A. Levin, Councilman

Johnny Meier, Councilman

ATTEST:

BY: Chevelle D. Hall, MMC, Village Clerk

Chevelle D. Hall, MMC, Village Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: _____

Laurie Cohen, Village Attorney

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WHEREAS, the Wellington Council is authorized and empowered to adopt and amend legislation to govern the affairs of its citizens and promote the public health, safety, and welfare of the community; and

WHEREAS, Chapter 14 of the Code of Ordinances governs Parks and Recreation within Wellington; and

WHEREAS, Chapter 14, Article III, Division 2, Section 14-21 provides that roller skating, roller blading, bicycling, skateboarding, and any other similar activity is prohibited on turf, basketball courts, tennis courts, and parking lots; and

WHEREAS, Wellington has recently experienced property damage at its neighborhood parks, boat docks, and other locations due to the apparent misuse of non-human powered micromobility devices, particularly electric bicycles and motorized scooters, and other similar activities in such places; and

WHEREAS, the Wellington Council believes it is in the best interest of Wellington to amend Section 14-1 to add a definition of neighborhood park and to amend Section 14-21 to specifically identify electric bicycling and motorized scooting among the activities prohibited by this section and to clarify that such activities are also prohibited inside neighborhood parks, on boat docks, and on playground equipment to promote public safety and protect the community from further damage to public property; and

1 **WHEREAS**, Chapter 14, Article III, Division 2, Section 14-24 sets forth guidelines
2 for the use of vehicles in parks; and
3

4 **WHEREAS**, Wellington has seen an increase in the use of non-human powered
5 micromobility devices, particularly, electric bicycles and motorized scooters, in and
6 around Wellington, as well as an increase in the number of accidents involving such
7 devices in Wellington and throughout the State of Florida; and
8

9 **WHEREAS**, the Wellington Council believes it is in the best interest of Wellington
10 to amend Section 14-26 to restrict where non-human powered micromobility devices may
11 be operated in Wellington parks to protect the public from property damage and to
12 promote public safety in certain park locations that see higher amounts of pedestrian
13 traffic; and
14

15 **WHEREAS**, Chapter 14, Article I, Division 1, Sections 14-3 and 14-4 address the
16 enforcement and penalties for all of Chapter 14; and
17

18 **WHEREAS**, Section 14-3 provides that it is the duty and responsibility of the Parks
19 and Recreation employees to enforce Chapter 14 and section 14-4 further provides that
20 the penalty for violation of Chapter 14 involves a fine and/or imprisonment; and
21

22 **WHEREAS**, the Wellington Council believes it is in the best interest of Wellington
23 to amend sections 14-3 and 14-4 to clarify that enforcement of Chapter 14 may also be
24 by law enforcement officers.
25

26 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF WELLINGTON,**
27 **FLORIDA, THAT:**
28

29 **SECTION 1:** Chapter 14, Article I, Division 1, Section 14-1 of the Code of
30 Ordinances, Wellington, Florida is hereby amended to add a definition of Neighborhood
31 Park in alphabetical order to read as follows:
32

33 **Neighborhood Park:** A public recreational area located within walking or biking distance
34 to one of Wellington's neighborhoods and identified on Wellington's official website as a
35 Neighborhood Park.
36

37 **SECTION 2:** Chapter 14, Article I, Division 1, Section 14-3 of the Code of
38 Ordinances, Wellington, Florida is hereby amended to read as follows:
39

40 **Sec. 14-3: Enforcement Authority**
41

- 42 A. It shall be the duty and responsibility of the Department employees to enforce this
43 chapter. This chapter may also be enforced by Law Enforcement Officers.
44

1 B. It shall be unlawful for any person to do any act forbidden or fail to perform any
2 act required by this chapter or for any person to fail to comply with any lawful or
3 reasonable order given by Wellington employees.
4

5 C. The Council may adopt reasonable rules and regulations as are necessary to
6 manage, use, preserve, and govern park property and activities.
7

8 **SECTION 3:** Chapter 14, Article I, Division 1, Section 14-4 of the Code of
9 Ordinances, Wellington, Florida is hereby amended to read as follows:
10

11 **Sec. 14-4: Penalties**
12

13 A. Any person convicted of violating the provisions of this ~~section~~ chapter shall be
14 punished by a fine ~~not less than \$25.00 but not to exceed than \$500.00~~, or by
15 imprisonment not exceeding ~~90~~60 days, or both.
16

17 B. Any person found violating any provision of this chapter is subject to ejection and
18 arrest by a Law Enforcement Officer.
19

20 **SECTION 4:** Chapter 14, Article III, Division 2, Section 14-21 of the Code of
21 Ordinances, Wellington, Florida is hereby amended to read as follows:
22

23 **Sec. 14-21: Game and Sport Activity**
24

25 A. No person in a park shall take part in the playing of any games involving thrown
26 or otherwise propelled objects such as stones, arrows, golf balls, javelins, rockets,
27 or radio-controlled airplanes, except in areas set apart for such forms of recreation.
28 The playing or practicing by organized sponsored athletic teams of such games
29 as football, baseball, and the like, is prohibited except on fields, courts, or areas
30 designated for such use, or as directed by the Director or their authorized
31 representative.
32

33 B. Roller skating, roller blading, bicycling (including Electric Bicycles as defined in
34 chapter 22, article VII of this Code), skateboarding (including motorized
35 skateboards and hover boards), scootering (including Motorized Scooters as
36 defined in chapter 22, article VII of this Code), and any other similar activity is
37 prohibited in Neighborhood Parks, on turf, basketball courts, tennis courts, boat
38 docks, playground equipment, and in parking lots and shall be confined to those
39 areas specifically designated for such activities.
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41 **SECTION 5:** Chapter 14, Article III, Division 4, Section 14-26 of the Code of
42 Ordinances, Wellington, Florida is hereby amended to read as follows:
43

44 **Sec. 14-26: Use of Vehicles**
45

- 1 A. No person shall operate a vehicle in a park except upon designated paved or
2 improved park roads or driveways, or in and upon designated areas or trails set
3 aside for use by such vehicles, unless directed by a law enforcement officer or
4 park employee to do so, or by official signs or markings.
5
6 B. No person, except in emergencies, shall change any parts, repair, wash, wax, or
7 polish, grease, or perform other maintenance on a vehicle on any park roadway,
8 driveway, parking lot, or other park property.
9
10 C. No person shall operate or park a motor vehicle, camper, bus, or trailer within a
11 Wellington park or parking lot except in those areas specifically designated by
12 signs to be used for such driving or parking unless authorized by the Director or
13 the Sheriff's Department. Any agents or employees of federal, state, county, or
14 municipal governmental bodies operating motor vehicles on official business shall
15 be exempt from the provisions hereof.
16
17 D. No person shall bed down, sleep, or camp overnight in a Wellington park, including
18 any parking area, nor shall camper trucks, buses, trailers, or other vehicles be
19 permitted to remain in a Wellington park unless authorized by the Director.
20
21 E. Non-Human Powered Micromobility Devices: No person shall operate a Non-
22 Human Powered Micromobility Device, as defined in chapter 22, article VII of this
23 Code, in any of the following Wellington park locations:
24
25 i. Wellington Town Center;
26
27 ii. Neighborhood Parks;
28
29 iii. The Heart Trail at Village Park during the days and hours indicated on
30 posted signage.
31

32 **SECTION 6:** Should any section, paragraph, sentence, clause, or phrase of this
33 Ordinance conflict with any section, paragraph, clause or phrase of any prior Wellington
34 Ordinance, Resolution, or Municipal Code provision; then in that event the provisions of
35 this Ordinance shall prevail to the extent of such conflict.
36

37 **SECTION 7:** Should any section, paragraph, sentence, clause, or phrase of this
38 Ordinance be declared by a court of competent jurisdiction to be invalid, such decision
39 shall not affect the validity of this Ordinance as a whole or any portion or part thereof,
40 other than the part so declared to be invalid.
41

42 **SECTION 8:** This Ordinance shall become effective immediately upon adoption
43 of the Wellington Council following second reading.
44

45 **PASSED** this _____ day of _____, 20____ upon first reading.
46

1 **PASSED AND ADOPTED** this ____ day of _____, 20 on second and
2 final reading.
3

4 **WELLINGTON**

5 **FOR**

AGAINST

6
7 BY: _____

8 Michael J. Napoleone, Mayor

9
10 _____
11 Maria Antuña, Vice Mayor

12
13 _____
14 Amanda Silvestri, Councilwoman

15
16 _____
17 Stephan A. Levin, Councilman

18
19 _____
20 Johnny Meier, Councilman

21
22 **ATTEST:**

23
24 BY: _____

25 Chevelle D. Hall, MMC, Village Clerk
26
27

28 **APPROVED AS TO FORM AND**
29 **LEGAL SUFFICIENCY**

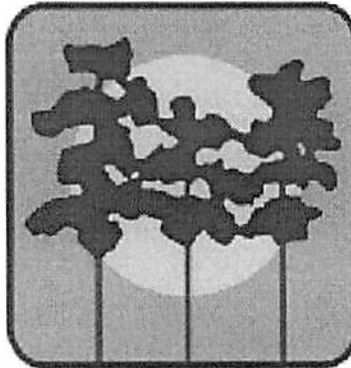
30
31
32 BY: _____

33 Laurie Cohen, Village Attorney
34
35
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38

Wellington Legal Notice

07/20/2026 10:47 AM (EDT)

Submitted by Maria Pisz (mpisz@wellingtonfl.gov)



Wellington Legal Notice

Please choose a category

Public Notices - Wellington

Title

NOTICE OF PUBLIC HEARING

Publish Date

07/20/2026

Publish Time

10:47 AM (EDT)

Description

ORDINANCE NO. 2026-17

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING CHAPTER 14, ARTICLE I, DIVISION 1, SECTIONS 14-1 (DEFINITIONS), 14-3 (ENFORCEMENT AUTHORITY), AND 14-4 (PENALTIES) OF THE CODE OF ORDINANCES TO INCLUDE A DEFINITION OF NEIGHBORHOOD PARK AND CLARIFY THAT VIOLATIONS OF THIS CHAPTER MAY BE ENFORCED BY LAW ENFORCEMENT OFFICERS; AMENDING CHAPTER 14, ARTICLE II, DIVISION 2, SECTION 14-21 (GAME AND SPORT ACTIVITY) OF THE CODE OF ORDINANCES TO CLARIFY THAT BICYCLES, SCOOTERS, AND OTHER SIMILAR ACTIVITIES ARE PROHIBITED INSIDE NEIGHBORHOOD PARKS AND IN OTHER PUBLIC RECREATIONAL AREAS; AND AMENDING CHAPTER 14, ARTICLE III, DIVISION 4, SECTION 14-26 (USE OF VEHICLES) OF THE CODE OF ORDINANCES TO PROHIBIT NON-HUMAN POWERED MICROMOBILITY DEVICES IN CERTAIN WELLINGTON PARKS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Attach Files (Optional)



Legal Advertisement re Ordinance 2026-17 E-Bikes and Scooters.pdf

Submitted by (Email Address)

mpisz@wellingtonfl.gov

Notifications

No

Signature



Legislation Text

File #: 26-7831, **Version:** 1

ITEM: 13492 EXOTICA LANE REQUEST FOR LIEN REDUCTION

REQUEST: Consideration of code compliance lien reduction request by the property owner from \$168,689.11 to \$1,000.00, for the property at 13492 Exotica Lane.

EXPLANATION: The property owner of 13492 Exotica Lane was cited for multiple code compliance violations. The Special Magistrate heard the case and ordered fines. The following is the history of the compliance actions, fines, and total liens.

NOH-12-79	
Violations	• LDR 7.14.8.G.1: There are no address numbers on the house. • LDR 7.5.4: No vegetation permit for the removal of the dead palm. Four live palms removed; no vegetation permit issued. • Code 36-22(B)(1): the roof, flashing & chimney are stained & discolored; pine needles on the roof, The garage door is deteriorating; The mailbox is in a state of deterioration (held together by wire).
Fines	\$168,650.00
Costs	\$39.11
Total Lien	\$168,689.11
Days of Noncompliance	• LDR 7.14.8.G.1: 4/20/2012 - 9/24/2012 (157 days) @ \$25.00 per day (\$3,925.00). • LDR 7.5.4: 4/20/2012 - 5/19/2026 (5,142 days) @ \$25.00 per day (\$128,550.00) • Code 36-22(B)(1): 4/20/2012 - 4/6/2016 (1,447 days) @ \$25.00 per day (\$36,175.00)
Case History	☐ The action was initiated based on a neighborhood improvement. ☐ The initial inspection on 10/6/2011 identified the violations. ☐ A NOV/NOH was sent on 1/31/2012. A follow-up inspection found the violations were not corrected. ☐ On 3/15/2012, the Special Magistrate entered an Order Finding the Violations. The Respondent was ordered to correct the following violations on or before 3/19/2012: 1. LDR 7.14.8.G.1 2. LDR 7.5.4 3. Code 36-22(B)(1) Or a fine not to exceed \$25.00 per day, per violation, would commence; costs of \$204.89 and a 5-year Cease & Desist were imposed. ☐ Fine Certification Hearing set for 5/17/2012.

	☐ The Fine Certification Hearing was held on 5/17/2012. The Special Magistrate ordered a fine of \$25.00 per day, per violation, commencing 4/20/2012; costs of \$380.99 and a 5-year Cease & Desist. 1. LDR 7.14.8.G.1 2. LDR 7.5.4 3. Code 36-22(B)(1)
--	--

Total Liens plus Costs: \$168,689.11

On July 7, 2026, Jorge Ramos submitted a Fine Reduction Request seeking to reduce the total outstanding lien amount of \$168,689.11 to \$1,000.00.

A copy of the Fine Reduction Request is attached.

The requested fine reduction amount, based on Resolution No. R2021-50, exceeds the authority of an administrative approval. The requested reduction is greater than 80 percent of the total, the lien reduction amount is greater than \$60,000, and the property is not homesteaded.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Due to the length of the violation, staff recommends the standard 20% settlement amount, which totals \$33,769.11 (inclusive of costs \$39.11).

[illegible]

WHEREAS, Section 2-38 of the Wellington Code of Ordinances provides that a lien arising from a fine imposed pursuant to this article runs in favor of the Village Council, and the Village Council may execute a satisfaction or release of lien entered pursuant to this article; and

WHEREAS, certified copies of the Orders Imposing Penalty/Lien were recorded in the Public Records of Palm Beach County, and thereafter became liens on the property; and

WHEREAS, Property owner, Jorge Ramos, submitted an application seeking a reduction of the liens associated with the code compliance actions; and

NOW THEREFORE BE IT RESOLVED BY WELLINGTON, FLORIDA'S COUNCIL THAT:

SECTION 2. The current and desired outstanding lien amount is \$168,689.11. The Village of Wellington Council agrees to reduce the liens to \$ _____, provided that payment is received by Wellington no later than 30 days from the date of this Resolution.

242

1 **SECTION 4.** If the Settlement Sum is paid in full no later than 30 days from
2 the date of this Resolution, Wellington will execute and record a satisfaction or
3 release of liens.
4

5 **SECTION 5.** If the Settlement Sum is not paid in full within 30 days from the
6 date of this Resolution, the full liens in the amount of **\$168,689.11** shall continue to be
7 due. No additional requests to compromise the lien shall be permitted.
8

9 **SECTION 6.** This Resolution shall be effective immediately upon adoption.
10

11 **PASSED AND ADOPTED** this _____ day of _____, 2026.
12

13 ATTEST:	13 WELLINGTON
14	
15 BY: _____	15 By: _____
16 Chevelle D. Hall, Wellington Clerk	16 Michael J. Napoleone, Mayor
17	

18
19 **APPROVED AS TO FORM AND**
20 **LEGAL SUFFICIENCY**
21

22 BY: _____
23 Laurie Cohen, Village Attorney

CASE NO. NOH - 12-79

RECEIVED
JUL 07 2026
Village of Wellington
Code Compliance Division

REQUEST FOR REDUCTION OF LIEN

**IF THE PROPERTY IS NOT IN COMPLIANCE, THE VILLAGE COUNCIL WILL NOT
CONSIDER A REQUEST FOR REDUCTION.**

INSTRUCTIONS: Please fill in all of the pages of this form completely. Be specific when writing your statement. This form must be signed by the applicant and requires notarization. Please return this form to the Clerk of the Special Magistrate at 12300 Forest Hill Boulevard, Wellington, FL 33414. You will be notified of the Village Council's decision. If you are claiming medical or financial hardship, attach supporting documentation (i.e. a doctor's statement or proof of income). If you have any questions, please call the Clerk of the Special Magistrate at (561) 753-2565.

Please note this reduction request is not a rehearing of the code compliance action or the Special Magistrate's previous orders but a review to determine if there were intervening matters that prevented the timely compliance of the violation, and/or the financial ability of the property owner to pay the full amount of the Lien.

Costs incurred by Wellington in the prosecution of a code compliance action and fees assessed in Wellington abatement actions are ineligible for reduction.

The Village Council will consider requests for reduction of fine only one time for each case. The Village Council's decision shall be the final action on the case.

Property Owner's Name JORGE RAMOSProperty Address 13492 EXOTICK LN WELLINGTON FL 33414Property Owner's Email OUTSTANDING@6MAIL.COMDaytime telephone number 954-592-3780Hardship claimed? ☐ medical ☒ financial ☒ other (specify) MISS COMMUNICATION

If the property owner is unable to complete this form, list the name of the person who is authorized to act for the property owner and their relationship. Attach a notarized affidavit from the property owner authorizing the representation.

Name _____ Relationship _____

Complete statements on pages 2-3 and provide a notarized signature on page 4. You should include the reasons why you did not comply with the Special Magistrate's Original Order within the time specified.

1. Explain how you have attempted to cooperate with Wellington personnel to achieve compliance of the Special Magistrate's Order.

I WAS never notified of any open case or order from the Special Magistrate, as soon as I learned about it, I reached out to Wellington Code Compliance to cooperate and understand what was needed

2. Did you or your representative appear at the Special Magistrate's previous hearing(s) concerning this matter? YES ☐ NO ☒

If no, please state the specific reasons why you did not appear at the hearing(s) and whether you notified Wellington personnel of the fact that you would not be present.

I WAS NOT NOTIFIED OF THE HEARINGS, SO I WAS UNAWARE THE MATTER WAS SCHEDULED

3. Have you ever been (previous to this case) found by the Special Magistrate/Code Enforcement Board to be in violation of the Code, which is the subject matter of the present case?

YES ☒ NO ☐ If yes, please explain what your response to the previous violation was.

A COUPLE OF YEARS AGO THERE WAS A ISSUE WITH THE ROOF and EARLY THIS YEAR THERE WERE VIOLATIONS REGARDING PAINT and ADD TREES TO THE PROPERTY THOSE WERE ALL CORRECTED AT THE TIME AND I WAS NOT AWARE OF ANY ONGOING CASE FROM THOSE MATTERS

4. Do you claim a homestead exemption on the property that is the subject of this case?

YES ☐ NO ☒

5. Were you the owner of the property at the time the Code Enforcement case against the property began? YES ☐ NO ☒ If no, did you become aware of the Code Enforcement proceedings, Order, or Lien prior to recording title to the property?

MY MOTHER WAS THE OWNER OF RECORD WHEN THE CODE ENFORCEMENT PROCESS BEGAN BUT I HAVE ALWAYS MANAGED THE PROPERTY. I RECEIVED TITLE BY QUITCLAIM DEED THREE YEARS AGO. I WAS NOT AWARE OF THIS PARTICULAR CASE UNTIL NOW.

6. What other liens exist against the property which is the subject matter of this Special Magistrate's case?

MORTGAGE HELD BY CACE AND A LINE OF CREDIT

7. Has the property been abandoned? YES ☐ NO ☒

8. Is the property in need of rehabilitation? YES ☐ NO ☒ If yes, explain.

9. Is Wellington's lien interfering with the sale or rehabilitation of the property or will the lien prevent the property from being conveyed to a new owner? YES ☐ NO ☒

10. Provide your suggestion for an amount you would like the lien reduced to

\$ 1'000.00 .

In a statement below, please provide your justification for requesting the lien reduction.

I RESPECTFULLY REQUEST THAT THE LIEN BE REDUCED TO \$1,000.00. I WAS UNAWARE OF THIS CODE ENFORCEMENT CASE UNTIL RECENTLY EVEN THOUGH I HAVE ALWAYS MANAGED THE PROPERTY. PREVIOUS VIOLATIONS WERE CORRECTED AT THE TIME, DUE TO CURRENT FINANCIAL DIFFICULTIES, I AM UNABLE TO PAY THE FULL AMOUNT, I AM COMMITTED TO RESOLVING THIS MATTER AND REQUEST YOUR UNDERSTANDING AND CONSIDERATION FOR THIS REDUCTION.

THANK YOU.

Signature Page, Notarization Required

I, JORGE RAMOS, do hereby submit this petition in request for a reduction in the lien imposed and in support offer the following statement;

Date: JUNE 30 2026

Signed: _____

Printed Name: JORGE RAMOS

STATE OF Florida

COUNTY OF Collier

The foregoing instrument was sworn to (affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence or** ☒ **online notarization**, this 30 day of June, 2026(year), by Jorge Ramos (name of person making statement), who is personally known to me or has produced Florida DL (type of identification) as identification.



Notary Public

Xinia Marcela Solis
Printed Signature

My Commission Expires: Sept 15, 2029

Property Detail

Location Address : 13492 EXOTICA LN
Municipality : WELLINGTON
Parcel Control Number : 73-41-44-04-01-039-0290
Subdivision : SUGAR POND MANOR OF WELLINGTON
Official Records Book/Page : 33011 / 1538
Sale Date : 08/16/2021
Legal Description : SUGAR POND MANOR OF WELLINGTONLT 29 BLK 39

Owner Information**Owner(s)**

RAMOS JORGE A &
 RAMOS PAOLA C

Mailing Address

8095 CALLE CANOVAS ST
 NAPLES FL 34114 2916

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
08/16/2021	\$10	33011 / 01538	WARRANTY DEED	RAMOS JORGE A &
11/14/2003	\$239,000	16222 / 00337	WARRANTY DEED	RAMOS MARIA C
10/01/1985	\$108,500	04684 / 01286	WARRANTY DEED	
06/01/1984	\$42,000	04273 / 01455	WARRANTY DEED	
10/01/1982	\$5,600	03814 / 00010	WARRANTY DEED	

Exemption Information

No Exemption Information Available.

No Homestead

Property Information

Total Number of Units Per Parcel : 1

***Total Square Feet :** 2824

Acres : .21

Property Use Code : 0100—SINGLE FAMILY

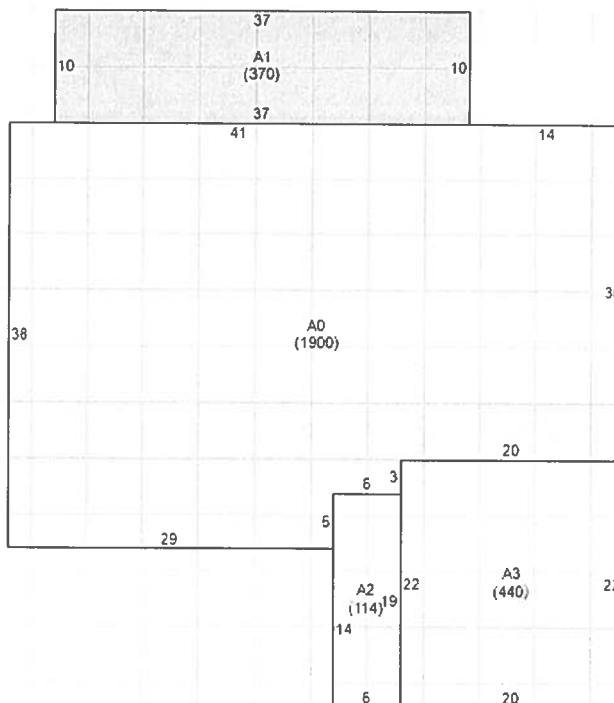
Zoning : PUD—PLANNED UNIT DEVELOPMENT (73-WELLINGTON)

Building Details**Structural Details**

Structural Element for Building 1		Sketch for Building 1
Bldg Type	SFR	
Exterior Wall 1	MSY: CB STUCCO	
Year Built	1985	
Air Condition Desc.	HTG & AC	
Heat Type	FORCED AIR DUCT	
Heat Fuel	ELECTRIC	
Bed Rooms	0	
Full Baths	2	
Half Baths	0	
Exterior Wall 2	NONE	
Roof Structure	GABLE/HIP	
Roof Cover	ASPHALT/COMPOSITION	
Interior Wall 1	DRYWALL	
Interior Wall 2	N/A	
Floor Type 1	CARPETING	
Floor Type 2	CERAMIC/QUARRY TILE	
Stories	1	

Subarea and Square Footage for Building 1

Code Description	square Footage
BAS Base Area	1900
FSP Finished Screened Porch	370
FOP Finished Open Porch	114
FGR Finished Garage	440
Total Square Footage	2824
Area Under Air	1900



Property Extra Feature

Description	Year Built	Units
No Extra Feature Available		

Property Land Details

Land Line #	Description	Zoning	Acres
1	SFR	PUD	0.2108

Appraisals

Tax Year	2025	2024	2023	2022	2021
Improvement Value	\$235,619	\$237,470	\$242,879	\$251,698	\$211,793
Land Value	\$219,900	\$219,900	\$199,892	\$114,564	\$80,118
Total Market Value	\$455,519	\$457,370	\$442,771	\$366,262	\$291,911

Assessed and Taxable Values

Tax Year	2025	2024	2023	2022	2021
Assessed Value	\$455,519	\$443,177	\$402,888	\$366,262	\$291,911
Exemption Amount	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$455,519	\$443,177	\$402,888	\$366,262	\$291,911

Taxes

Tax Year	2025	2024	2023	2022	2021
AD VALOREM	\$8,534	\$8,398	\$7,868	\$7,072	\$5,791
NON AD VALOREM	\$800	\$759	\$733	\$634	\$579
TOTAL TAX	\$9,334	\$9,157	\$8,601	\$7,706	\$6,370

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcapao.gov