

MINUTES

REGULAR MEETING OF THE WELLINGTON VILLAGE COUNCIL

**Wellington Village Hall
12300 Forest Hill Blvd.
Wellington, Florida 33414**

**Tuesday, May 27, 2014
7:00 p.m.**

Pursuant to the foregoing notice, a Regular Meeting of the Wellington Council was held on Tuesday, May 27, 2014 commencing at 7:00 p.m. at Wellington Village Hall, 12300 Forest Hill Boulevard, Wellington, FL 33414.

Council Members present: Bob Margolis, Mayor; John Greene, Vice Mayor; Matt Willhite, Councilman; Howard K. Coates, Jr., Councilman; and Anne Gerwig, Councilwoman.

Advisors to the Council: Paul Schofield, Manager; Laurie Cohen, Esq., Attorney; Awilda Rodriguez, Clerk; and Jim Barnes, Director of Operations.

1. **CALL TO ORDER** – Mayor Margolis called the meeting to order at 7:00 p.m.
2. **PLEDGE OF ALLEGIANCE** – Mayor Margolis led the Pledge of Allegiance.
3. **INVOCATION** - Keith Nevad, Youth Leader Pastor, The Pentecostals of The Palm Beaches, Wellington, delivered the Invocation.
4. **APPROVAL OF AGENDA**

Mr. Schofield presented the agenda for approval recommending two changes: (1) move Consent Agenda item 6A - Authorization to Negotiate a Contract to Provide Insurance Brokerage Services to the Regular Agenda as item 8C; and (2) move Consent Agenda item 6D - Authorization to Award a Contract for the Construction of the C-23 Multi-use Path and Bridle Trail to the Regular Agenda as Item 8D.

A motion was made by Vice Mayor Greene, seconded by Councilman Willhite, and unanimously passed (5-0) approving the Consent Agenda as amended.

5. PRESENTATIONS AND PROCLAMATIONS

- A. **14-379** PRESENTATION OF A MAYOR'S RECOGNITION PROCLAIMING THE MONTH OF MAY, 2014 AS LYME DISEASE AWARENESS MONTH IN THE VILLAGE OF WELLINGTON

Mr. Schofield introduced the Agenda item. Ms. Rodriguez read the Mayor's Recognition for Lyme Disease Awareness.

Ms. Danielle Thatcher thanked Council for the recognition and provided information on Lyme disease so that people were aware of how it is transmitted, what the symptoms are, the diagnosis and what

the treatments are. In addition, Ms. Thatcher noted that she had started a Facebook page, and the explained the work that they were doing to advocate for the disease. She spoke about her own experience in being diagnosed with the disease. Mayor Margolis spoke about the Village employee who was recently diagnosed with the disease as well as the experiences of a personal friend. Council presented Ms. Thatcher with the Mayor's Recognition.

6. CONSENT AGENDA

- B. 14-62** AUTHORIZATION TO RENEW A CONTRACT FOR THE SUPPLY AND DELIVERY OF TROPHIES, PLAQUES, AND MEDALS
- C. 14-335** AUTHORIZATION TO UTILIZE A GENERAL SERVICES ADMINISTRATION (GSA) CONTRACT AS A BASIS FOR PRICING FOR THE PURCHASE OF A NEW WEBSITE, DESIGN AND CONTENTMANAGEMENT SYSTEM
- E. 14-349** RESOLUTION NO. R2014-29 (VILLAGE GREEN PARCEL 6 VACATION/ABANDONMENT): A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AND BOARD OF SUPERVISORS OF ACME IMPROVEMENT DISTRICT VACATING 382 SQUARE FEET (0.009 ACRE) OF A 10-FOOT WIDE WATER EASEMENT WITHIN PARCEL 6 OF THE VILLAGE GREEN MULTIPLE USE PLANNED DEVELOPED (2815 STATE ROAD 7); AND PROVIDING AN EFFECTIVE DATE.
- F. 14-61** RESOLUTION NO. AC2014-03 (LEASE AGREEMENT BETWEEN ACME IMPROVEMENT DISTRICT AND J. ALDERMAN FARMS, INC. FOR THE K-PARK SITE): A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACME IMPROVEMENT DISTRICT, FLORIDA APPROVING THE LEASE FOR PROPERTY LOCATED ON THE CORNER OF STATE ROAD 7 AND STRIBLING WAY TO J. ALDERMAN FARMS, INC. FOR THE PURPOSE OF ORGANIC VEGETABLE FARMING AND AUTHORIZING THE PRESIDENT AND BOARD SECRETARY TO EXECUTE THE LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield presented the Consent Agenda recommending approval as amended.

Public Comments

A motion was made by Councilman Willhite, seconded by Vice Mayor Greene, and unanimously passed (5-0) to open the floor for public comments.

There being no public comments, a motion was made by Councilman Willhite, seconded by Vice Mayor Greene, and unanimously passed (5-0) to close the floor for public comments.

A motion was made by Councilman Willhite, seconded by Vice Mayor Greene, and unanimously passed (5-0) approving the Consent Agenda as amended.

8. REGULAR AGENDA

- A. 14-388** RESOLUTION NO. R2014-28 (TENNIS CENTER MANAGEMENT AND MAINTENANCE AGREEMENT): A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING RENEWAL OF AN EXISTING CONTRACT WITH CHEATHAM, INC. TO PROVIDE TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced the agenda item. He announced that Mr. Barnes and Mr. Poag would be presenting the item.

Ms. Cohen announced that she would be recusing herself from this item as she had a Conflict of Interest, and Ms. Megan Rogers, Assistant Village Attorney, would be handing the item. Ms. Cohen left the Council Chambers at this point.

Ms. Rodriguez read the resolution by title.

Mr. Barnes stated that this item was the renewal of the contract for Mr. Cheatham's services for Tennis Center Management and Maintenance Services based on the last approval Council issued for Mr. Cheatham's contract. He said that approving this contract gets them to the point where they will be operating out of the new tennis facility. Mr. Barnes pointed out that they would like to review that as they get closer to that date to determine whether they need to have the new operator in place before they move in and have them take over during the time of occupancy. He further noted that based on programs and payments for those programs, they might have to go month to month shortly after occupancy in order to facilitate the transition of payments for the new programs. Mr. Barnes said that he would be glad to address any questions related to that. Mr. Barnes said that Mr. Poag could expand on the details that were contained in the review of the contract.

Since the Village knows the timeframe for the new Tennis facility, Councilman Willhite thought it would be best to have the operator in place ahead of time so that they are in place the day the facility opens. He felt that since they know what the timeframe is for the completion of the building, they should back that date up to put the RFP out. Mr. Barnes said that was their intent and they did not foresee any problem in achieving that. He thought the only timing issue could be if they totally intend on having a new contractor open and start the new facilities that may preclude a delay in having registrations accepted in the normal sign-ups. Mr. Barnes said if they know ahead of time, they can advise registrants that the Village will be taking registrations but it won't happen until after a certain date.

With regard to the financial report that was completed by Mr. Poag, Councilman Coates asked if they had determined what the \$55,000 was for in the revenues. In response, Mr. Poag explained that staff contacted the accountant for the vendor, and noted that a portion of the annual maintenance fee was included in the sale revenue, and the other \$55,000 accounted for the second half of that. He said that up until the last two quarters of FY2013, the accountant was providing a lump sum of the \$27,500 into sales revenue when it should have been separated out. Mr. Poag said that was brought to their attention while doing the review noting that they had gone through all of the quarterly reports for FY2013 and looked at the P&L, pulled the sales number out and deducted the \$27,500 which gave them the actual amount that was used to calculate the 4% that the Village was supposed to be paid which was how they found the discrepancy noting they were reimbursed by the vendor.

Councilman Coates referred to \$110,000 in the numbers. Mr. Poag said that everything was accounted for and it was just a matter of code which was due to the accountant. The accountant verified that via an email to Mr. Poag that morning.

Councilman Coates questioned the breakdown of the officer's salary of \$152,000. Mr. Poag explained that Mr. Cheatham is the actual officer receiving that \$152,000. Councilman Coates recalled that several years ago when they inquired what the sole shareholder was making on this that the number was \$90,000 to \$92,000. He thought that was a very significant increase over the last several years and questioned whether that had been tracked. Mr. Poag said that the tax returns for 2011 and 2012 indicated that in 2011 the salary was \$118,000 and in 2012 it was \$154,000.

Public Comments

A motion was made by Councilman Willhite, seconded by Councilman Coates, and unanimously passed (5-0) to open the floor for public comments.

There being no public comments, a motion was made by Councilman Coates, seconded by Councilman Willhite, and unanimously passed (5-0) to close the floor for public comments.

Councilman Willhite noted that Mr. Barnes had indicated that they were utilizing the renewal of the contract, and asked if the contract had been amended regarding the timeframe, i.e., month to month. In response, Mr. Barnes said that he discussed with Ms. Rogers, Assistant Village Attorney that the Village did not want to be tied to a time frame until the new facility is open. He noted that Mr. Cheatham was contacted about that and he was amenable to that. Mr. Barnes said that Ms. Rogers said that was fine to do within the confines of the award by Council. Councilman Willhite then asked Ms. Rogers if an amendment was done to the contract with that understanding. Ms. Rogers responded affirmatively. She explained that every time the contract was renewed, staff prepared an amendment to the original contract, and in this amendment the language clarifies that at any point in time, prior to the May 1st date, the Village can cancel the contract, and any time after that, a 90-day notice period is required.

Vice Mayor Greene asked Mr. Barnes if any analysis had been done operating this facility as part of the Village's Parks & Recreation Department, and at what point would they look into that. Mr. Barnes said that wasn't done as part of this contract renewal, but it has been regularly done for the past 10 or 11 years. He said that they have had almost every delivery method for this service and this is the smallest out-of-pocket expenditure that the Village has based upon all of the different methods of delivery. He said that it was not done for this last amendment knowing that they would be going out for an RFP for this facility.

Vice Mayor Greene said in looking at the numbers of the salary, he felt that they will hear that the Village is paying a lot of money for those contract services. He wanted to ensure that the Village was doing their due diligence in looking at that and coming up with the best investment be it internal or contract.

Councilwoman Gerwig asked why Mr. Cheatham made the most money yet it is the Village's least out of pocket year. Mr. Barnes guessed that it was due to the success of the program as well as it is in Mr. Cheatham's best interest to deliver the best product and a lot of it.

Councilman Coates raised concern about the way the Village was looking at this. When the RFP is put out, he wanted to entertain proposals that address how the Village maximizes the revenue from the program. He said that when you look at all that the Village provides, he felt it was a sweet deal for a private enterprise when they don't have to provide anything back. He said had trouble justifying that arrangement. Councilman Coates wanted to hear from people who were not going to minimize the Village's outlay, but how they could maximize the resources. He wanted assurance that what has historically been a drain might be an accretive to what the Village does now. Councilman Coates said that he was not complimenting himself because tennis was doing well and the proprietor was making a lot of money because to him it is a bad deal that the Council made. He said that he constantly gets criticism from private enterprise when they look at the deal with tennis. Councilman Coates said that as stewards of the taxpayers' money they have an obligation to maximize that capital. He wanted staff to look at a different mindset when preparing the RFP. Mr. Barnes said that the RFP was written to leave it open for the proposers to response either way. He said that the last time this was bid out, the other proposer was deemed by the committee not to be as valid a proposer as Mr. Cheatham

because based on the usage time analyzed by the Committee and the available court time projected, the financial information submitted did not appear to make sense. Mr. Barnes agreed that staff would leave the RFP open. Councilman Coates said that he did not want people to look at the history of how tennis has been provided and think it was going to repeat itself because he would not support that type of situation where the Village provides the physical plan, the maintenance and allows them to make what they want and to give something back to the Village if they want. He said that he would be looking to something that would be accretive to the Village and appropriate for the type of facility that is constructed.

Councilman Coates indicated that he wanted to address the audit particularly some of the things that were noted were addressed. He referred to Finding #2 where the terms of the agreement required Mr. Cheatham to organize and conduct tennis tournaments and to provide an annual schedule. The recommendation was that the tournament schedule needed to be delivered in a timely manner. Councilman Coates asked if, based on the audit, was the underlying provision of the organization and conducting of the tennis tournaments satisfactory. Mr. Poag responded affirmatively. In light of what the Village pays regarding maintenance under the contract, Councilman Coates referred to the finding that indicated that the maintenance services for the tennis center was not measured or recorded. He asked if under the contract the Village has to pay Mr. Cheatham \$110,000 per year for him to maintain the Village's tennis courts. Mr. Poag said that was correct, and explained that Mr. Cheatham was generally in compliance, but there was no reporting being done to benchmark that the required maintenance was being performed. Councilman Coates was concerned that the Village was paying \$110,000 for the maintenance; however, there was no method to see if the Village was receiving the value for the service. He felt that this had to be addressed even with the renewals because he doesn't want to be in a position of having to answer to constituents that the money was being paid for maintenance; however, he was receiving an audit report that says that service was not being measured or recorded which he did not feel was acceptable. Mr. Poag said that at the time that the audit was done, the maintenance log was not in place; however, it had been put in place based upon the Village's recommendation. He said that they will have documentation moving forward to confirm that these areas are being addressed.

Councilwoman Gerwig questioned if the Village had received any complaints about the condition of the courts. Mr. Barnes said that the patrons have not complained and daily maintenance was being performed. He pointed out that if they were not being maintained, the courts would not be playable.

Mayor Margolis recalled when this first was an employee position after which the Village decided to go to a different model. He questioned whether the Village still had the data with the costs and fees associated with having an employee-operated program. In addition, Mayor Margolis asked Mr. Barnes if staff could survey some of the other municipalities that have tennis facilities and inquire what type of model works best for them. Mayor Margolis said that it may be that the Village decides to go back to an employee position. In anticipation of the new facility, he felt that they owed it to the community to look back and see if another model might be feasible. Mr. Barnes said that staff could do that.

A motion was made by Councilman Coates, seconded by Vice Mayor Greene, and unanimously passed (5-0) approving Resolution No. R2014-28 as presented.

B. 14-389 AUTHORIZATION TO CONTINUE WITH THE DEVELOPMENT OF THE 40TH STREET PROJECT USING THE ALIGNMENT PROPOSED BY THE DEVELOPER.

Mr. Schofield introduced the agenda item. He said that Mr. Riebe was present to make the

presentation. He noted that both the applicant and the interested parties were present. Mayor Margolis noted that a request was received from the attorney for the interested party to allow them additional time to address Council. Ms. Cohen said that Mr. Perry had requested additional time. She said that it was at the discretion of Council to add additional time to the three minutes he was entitled to and that Mr. Rosenbaum would have additional time as well. **Council consensus was to allow both parties to speak for 15 minutes.**

Mr. Riebe, Village Engineer, said that the purpose of the agenda item was to review and discuss the 40th Street alignment. In December of 2008, Council had approved a master plan amendment for Grand Prix Farms aka Grand Prix Village South. Mr. Riebe said that there were several conditions included in the approval specifically Conditions #'s 2, 3 and 4 that required that the developer build a roadway, provide alternate bridle trails and prior to the abandonment of the Lake Worth Road right-of-way either one had to post a surety bond, either build a road or execute a Developer Agreement which included provisions for surety and other items. Mr. Riebe advised Council that a copy of the master plan amendment had been provided to them. He said that along with that, to authorize staff to proceed with the developer alignment or some other alignment. Mr. Riebe pointed out that the criteria was in the 2008 master plan amendment, Wellington's engineering standards as well as a 2013 Letter of Understanding. He noted and showed that the 40th Street project was located along the C-24 canal, extends from the terminus of the Lake Worth Road and South Shore Blvd. and extends westward to South Road. He directed Council to the proposed alignment proposed by Tonkawa, property owner to the South of 40th Street just below the Showgrounds and Grand Prix Village South. He said that the development alignment on the west end is a straight alignment and there is a provision for a connection with the intersection of Gene Mische Way which provides access along the west side of the showgrounds. Mr. Riebe said that the typical section is a 22 foot roadway, 11 foot lanes, curb and gutter, guard rail, swale on the south side. The typical sections are about 40 feet wide. Mr. Riebe used 50th Street between 125th and Homeland as a comparison noting that the cross section that was used immediately north of the Wellington Preserve for Section 34 was almost identical to this cross section. As part of the overall plan, Mr. Riebe stated that there had to be an alternative bridle trail connectivity. He showed a slide of the existing bridle trails, the future permanent trails and the interim trail that will be used while the trails in Pod F are being constructed. He said it was his understanding, based on conversations with the developer, that the bridle trails that run between the C-4 canal and Gene Mische Way will be ready by December 2015 for the 2016 season. With regard to overall compliance, Mr. Riebe said that it meets the intent of the 2008 master plan amendment, provides the east/west connector between South Road and Lake Worth Road terminus; provides for bridle trail connectivity; meets the engineering standards and meets the 2013 Letter of Understanding. Based on the plans that are in, everything complies with the intent of the master plan amendment as well as Engineering standards. He then showed the alternative alignment at the west end. He said that the alignment could comply with the intent of the master plan amendment. He said that there are some of the same issues with that section of bridle trail between the C-4 canal and Gene Mische Way regardless of the alternative selected. He noted there will be a gap for a period of time until the bridle trail is connected between C-4 and that piece of the roadway that jogs north or if it goes straight, you would have to go to Gene Mische Way. He said that there were still some connectivity issues there, but they could meet the standards. The issue is that there would be a reduced amount of land available for abandonment on the north side. Mr. Riebe said that he was available to address Council's questions.

Councilman Coates asked Mr. Riebe whether he approved the developer proposed alignment. Mr. Riebe indicated that he had approved the 40th Street alignment proposed by the developer. Councilman Coates referred to Condition #2 of the approving resolution with the master plan amendment where the alignment would be approved by the Village Engineer where the alignment should consider and incorporate; if necessary alternate adequate bridle paths. He questioned what

Council was being asked to decide if in 2008 the Council decided that this was a Village Engineer issue. Ms. Cohen stated that she believed that it was an engineering issue, but there were property owners who disagreed with that decision. She said that Mr. Perry had requested that this item be placed on Council's Agenda; however, she did not believe it was a Council decision. She said that the fact that there was a court reporter in attendance called for by both parties told her that there could be a potential for litigation. She reiterated that at this juncture no legal arguments have been put forth or a complaint filed, and pursuant to the master plan it is an engineering decision.

Councilwoman Gerwig said that the 40th Street alignment was shown on the thoroughfare plan; however, the entire road has not been in use as it was blocked off at some point. She said that she asked when it became not in use and why. Mr. Schofield explained that would have happened in the 2002-2003 timeframe. He further explained that it was done as part of issuing the operating permit for Littlewood Farms, which is known today as Grand Prix Village South. He said that they had changed the access to be principally off of South Road, 40th Street from South Road to the east. He said that it was mostly just a sand road, was heavily travelled by horses, so there was a point where the Village required Littlewood Farms to block that right-of-way so that only horses would go down it. Councilwoman Gerwig asked if the Village ever abandoned that thoroughfare or right-of-way. Mr. Schofield indicated that they had not abandoned anything.

Councilman Willhite questioned if the April 8th letter from Mr. Riebe that was included in the packet created any conflict in what was in the original resolution. Ms. Cohen said that the Engineer was given the policy direction to accomplish the connection of the road, and this was the mechanism by which this was fulfilled. Mr. Riebe explained that there was no timeframe or trigger in the master plan amendment as is typically the case. He said that since there was no trigger included and the subdivision was being built, the Village needed to take some action to ensure that the road was completed as was required by the master plan amendment. In light of that, the Letter of Understanding was drafted to provide clarity to the developer and the Village so there was a mutual understanding of the requirements that were set forth; i.e., surety, remedy if not posted, and other such things. He said that they sat down and negotiated the requirement to move forward.

Councilman Willhite said that there was no specific timeframe in that resolution except for Condition #4C which addressed that certain things would be done, and he asked if Mr. Riebe's letter spoke to that. Mr. Riebe said that it was more for Conditions 2, 3 and 4. Councilman Willhite noted that there were some timestamps in the April 8th letter that had not been met. Ms. Cohen indicated that the bond was not posted by the date, but there was a condition put forth in the letter for that failure. Since that requirement was not met, Councilman Willhite questioned if that negated any issues or did the timeframe only impact the COs on that specific item in the letter. Ms. Cohen explained that the penalty related to withholding COs on certain lots noting that it was actually imposed when the bonds were not posted. She said that there was no other penalty in the letter of understanding for the failure to post the bond. She said that the letter included a requirement that the road be constructed by a date certain which is October 31st. Ms. Cohen said that the failure to post the bond itself did not negate the mutual obligations that were set forth in the letter.

Councilman Willhite said that the 2008 resolution spoke about the Village Engineer having to approve the plan which he has done. He indicated that it further spoke about abandoning the easement and then how the Village Council had to approve the document. He asked Ms. Cohen if the Council had to approve what Mr. Riebe approves. Ms. Cohen said that the letter agreement contemplated that and, as she understood from the comments made by Mr. Riebe at the Agenda Review, that the Village would abandon the Lake Worth right-of-way. In the letter agreement, it was clear that ultimately the decision whether to abandon that right-of-way or not was a Council decision. She said that there was some discussion that it had been understood; however, she didn't know if it was ever

explicitly agreed to, that would occur as part of this process.

Councilman Willhite thought that the Council was the only body that could execute the disbursement of property. Ms. Cohen said that Council would have to approve the vacation or abandonment of the right-of-way. Councilman Willhite questioned whether it indicated how much of the right-of-way had to be abandoned. He then said that they had discussed Village-owned bridle trails that are in their possession. He asked if they were to abandon the property to where the road goes, but the Village wanted to keep another 25 feet to continue a bridle trail in the Village's own property if that was something that the Village could do. Ms. Cohen said that the Village could do that explaining that the Village Council has the right to determine what property it was going to abandon, if any at all. She said that there is a process for abandoning a right-of-way under the Village's Code.

Councilman Willhite said if there was a thought that there needed to be additional setback or distance for the operation of the intersection because the current configuration didn't allow for that. He asked if that could that change how much of the right-of-way is used. He believed that what was proposed under the estimated amount of space at the intersection was for the vehicles to get into Gene Mische Way. Councilman Willhite asked if that changed any of the plans. Mr. Riebe explained that there was a lot of discussion about the turning radius at the intersections at South Road and Gene Mische Way, even Palm Beach Point Blvd. He explained that they are set up to handle large tractor-trailer vehicles. In terms of the right-of-way, it was not an impact, but if Council wanted a specific number of feet of the right-of-way it was at their discretion to do this. Mr. Riebe said that the way the master plan amendment was written it says that any piece of the Lake Worth Road extension that was not used would be available as surplus property and could be abandoned in favor of the applicant.

Councilman Coates referred to the last two sections of paragraph 4 of the April 8th letter. He asked if the Lake Worth right-of-ways are not abandoned within 45 days of the engineer's final design of the roadway was there no obligation to construct the roadway on the developer and the surety is released and the Village loses a road. Mr. Riebe said that was correct. He said that was the understanding based on discussions with people who previously worked here, with discussions with the developer, conversations with present staff members who had been involved in the 2008 timeframe. He pointed out that the 45 day window had not yet kicked in. He said that he has not given the developer a set of plans back that says they were approved by him. Mr. Riebe said that he has approved the conceptual of the alignment contingent on their meeting all of the engineering standards.

Councilman Coates said if all Council was being asked to consider was the alignment which Mr. Riebe was indicating had been approved, then he did not believe that Council had anything to decide at this time. He said that what he was hearing was that one of the issues was the vacating of the Lake Worth right-of-way which was not before Council which happened once the alignment was approved by Mr. Riebe. He said that until that time, there was nothing ripe for Council's consideration. Mr. Riebe stressed that it was only if they met the intent of the master plan amendment which he believed they did, they provide the east/west connector, is in one or two of the allotted right-of-ways that was provided for in the master plan amendment and met the engineering standards. He said that he believed they were about 98% there.

Councilman Coates asked if this was approved by Mr. Riebe and the Village has interpreted this that the approval of the alignment falls on the Engineer; why was he asking Council to approve authorization to continue development using the alignment proposed by the developer when the documents indicate that is Mr. Riebe's decision. In response, Mr. Riebe said it was being done on the side of caution, and from a practical standpoint there is potential for litigation.

Councilman Coates said if it was Mr. Riebe's job to decide on the alignment, then he should do that

and everything will fall where it may. He said if Council then needs to decide the vacating of the right-of-way, then they will make that decision at the appropriate time. Ms. Cohen indicated that she agreed with Councilman Coates' analysis as she felt that this was premature, it is an engineering function, and it was only on the agenda because it was requested by Mr. Perry who wanted to be heard on the issue. She felt that Council should take public comment.

Mayor Margolis said it was his understanding that if it wasn't for a request to make a presentation on this issue they would not be discussing this item as the Village Engineer would have decided that it complies with everything and they would be moving forward. He said that Mr. Riebe was not asking Council to take any stance on the abandonment or approve authorization to continue as it was his purview whether or not to approve this. He said that the next issue that Council could possibly hear would be the issue of the abandonment of the property. Mayor Margolis said that Council was only to listen to two presentations, thank the presenters and then move on. Ms. Cohen said that was her opinion of what Council's role was.

At this point, Mr. Perry made his presentation to Council.

1. Mr. Marty Perry, representing South Road Wellington LLP. Mr. Perry felt that direction had already been given; however, he wanted to comment on several issues that had been raised and discussed. He said that his client owns Glenspur which is immediately to the south of a portion of Grand Prix Village South and to the south of Country Place which are directly and immediately impacted by the proposed alignment. He said that the question was that they were relying upon Resolution No. R2008-75 which was approved by Council in 2008 which he felt was ambiguous. He felt that the reality was notwithstanding the fact the Council at that time, specifically in Section 1, #3, said that the specific route for the creation of the roadway identified in condition in #2 shall be approved by the Village Engineer, the alignment shall consider and incorporate if necessary alternate and adequate bridle paths. He referred to paragraph 4 specifically the language of #4C which he read into the record. He said that paragraph was intended to modify the abandonment of Lake Worth Road, but he felt that it clearly pointed out that the intent of the Council at that time was that they were not giving clear unbridled discretion to the Village Engineer, but rather was relying on him to look at the technical aspects of the proposed road alignment and to bring it back for them to review and approve. He referred to the April 8th letter agreement which doesn't require them to do the road at all if there was a failure which he felt was a modification of the resolution of approval. Mr. Perry did not feel that the Engineer had the authority to provide that type of relief if there was a failure when the minutes indicate that the requirement to build the road within the Lake Worth Road right-of-way was a requirement originally of the development. The 2008 resolution granted some relief by affording some alternatives to be considered. He said there were several complaints as to the utilization of the 40th Street right-of-way which was on the Village's Comprehensive Plan as a bridle path, and during the course of the meeting, Mr. Bellissimo said that it was his intention to provide some thoughtful insight and to be considerate of the public. Mr. Perry said that they have a development, Grand Prix Village South, and now coming soon before Council is the Country Place PUD amendment, that is throwing off the obligation to provide the right-of-way that was always intended to be part of Grand Prix Village. He thought that it was dumping it onto other property owners for their own financial benefit which is significant and substantial, and the Village of Wellington and the taxpayers are the only ones hurt. Mr. Perry said that they were looking at potentially approximately \$7 million of right-of-way according to Mr. Bellissimo's own statements and pointed out to him by Mr. Riebe in exchange for the cost of approximately \$1.9 million and at the expense of the property owners on the other side of the road. Mr. Perry said that in return they get a roadway that you have to dig the canal out in order to widen it to have 22 feet of pavement and 8-10 feet of drainage that comes up against their property which is the entire length of 40th Street. Mr. Perry said that the Lake Worth Road

right-of-way will be abandoned as they no longer need that because the right-of-way was given up by Mida Farms. In speaking to one of the current owners of Mida Farms, there was a willingness to give that right-of-way back if the Village wants it. Mr. Perry said that the only right-of-way that is an issue is the wetland areas. He said that they provided an alternative that skirts the wetlands, but leaves open the potential if the Village chose in the future to come back with the entire Lake Worth right-of-way where they fill in the lakes, get the right-of-way and move forward not at the expense of this while keeping all of the equestrian trails in place. Mr. Perry said that he could have Mr. Redenbaum make his statements; however, he would not do that. He explained that Mr. Redenbaum is a traffic engineer who looked at this to see what this roadway really accomplishes. Mr. Perry noted that there were serious issues pointed out, and he emailed Mr. Redenbaum's report to Council. He said that they won't find in the 2008 resolution any mention of Gene Mische Way noting that if the property owner did his research when purchasing the property, he would have noted that there was a cul de sac on the north side of the canal at the end of what was proposed to be Gene Mische Way. He said if you look at the proposed plan for Country Place; there are now two connections, one at Gene Mische Way and another one further to the east on Gene Mische Way that connects with Palm Beach Point Blvd which is a narrow strip of pavement with drainage area. Mr. Perry said if this is looked at from a traffic safety standpoint this belongs on 120th feet on the other side of the canal instead of just giving those 120 feet away. He suggested that this merited further study, and Council has the right to decide if this is the correct alignment whether it is done at this time or in conjunction with the request that has already been made for the abandonment of the right-of-way. He also pointed out that he believed putting the road at this location violated the Village's Comprehensive Plan which requires the rural roadways to be 120 feet in order to allow for bridle trails, etc. and safety of different types of vehicles, pedestrians and horses. Mr. Perry said that his client spent, as well as some of the other property owners, spent millions of dollars improving their property with no potential to see that this would happen within inches of their property.

2. Mr. Dan Rosenbaum. Mr. Rosenbaum pointed out that Resolution No. R2008-75 resolution for the master plan amendment preceded the purchase of the property by Mr. Perry's client which was transacted in 2011. He recalled that in 2008 the master plan was found to be consistent with the Comprehensive Plan, and most importantly, there was a determination with respect to how the roadway connection could be built as alternatives were set forth with that resolution. He said that there is a delineation in the resolution as to who makes the decision. Mr. Rosenbaum pointed out that the Village Engineer is uniquely qualified to make decisions concerning engineering roadways. He read item #3 which referenced the Village Engineer making the approval of the creation of the roadway which he had approved. Mr. Rosenbaum said that the resolution stated that the alignment shall consider and incorporate if necessary alternative adequate bridle paths which in this case will be north of the C-24 canal so it separates out the roadway traffic for the safety of the equestrians. He said that the other piece which appears to have gotten lost was the fact that Mr. Bellissimo agreed to a reduced density under R2008-75 from 64 dwelling units to 25 in what is now known as Grand Prix Village South. He said that Mr. Perry said that violated the Village's Comprehensive Plan, particularly the Transportation Element which he did not feel was correct. Mr. Rosenbaum said in looking at the goals and objectives of that element, rural collectors are designed to maximize safety and minimize traffic speed particularly in the Equestrian Preserve Area. Policy 1.1.11 states that Wellington shall take such additional appropriate steps as may be necessary to coordinate with the State Planning Agency with respect to Lake Worth Road and discussed that roadway was not shown as a connector to Southern Blvd under the Palm Beach County Comp Plan 2025 Roadway. He said that it also pointed out that not that the road as was indicated in the letter sent by Mr. Perry that it has to be a 120 feet right-of-way, it talks about the fact that the right-of-way is to be 120 feet on a rural collector road. He explained that was because the existing collectors have a 120 foot right-of-way and 40th Street does not like many of the roads like Pierson. Because the 120 foot right-of-way provides ample width for a four lane

divided configuration plus pedestrian and bicycles and swales; however, the roads in the Equestrian Preserve can only have two lanes of traffic which is in the Comprehensive Plan so there was no Comprehensive Plan violation and it is a red herring. He said that what wasn't a red herring were the agreements that had to be made in order to implement the intent and spirit of the 2008-75 resolution. Mr. Rosenbaum said that the April 1, 2013 letter starts out by explaining that the submission by the Far Niente/Bellissimo entities to the Engineering Department was rejected. He said then it talks about what is required by Condition #3, that Far Niente has provided a potential route for creation of the roadway identified in Condition #2. They reviewed it and it doesn't satisfactorily address the master plan amendment issues. The letter signed by Mr. Bellissimo and his entities and Mr. Riebe says that the Village would accept a route utilizing the existing 40th Street alignment as discussed. He said that paragraph 1 was precisely what came out of the presentation by Mr. Riebe. The plans were submitted by Mr. Sexton and his company, all the improvements that were required, all of the needed design criteria were incorporated into those plans which were submitted in May 2013. Mr. Rosenbaum said that they posted a bond of \$1.9 million to build approximately one mile of roadway and will do it by October 31, 2014 because they want to get done. He said that they wanted to get this done as there is nothing wrong with the roadway; except for one owner who does not like the roadway being close to his house. Mr. Rosenbaum indicated that he understood that; however, they purchased that property, and was on notice of all of the things that were being discussed, and it makes no sense to swing a whole piece of roadway to another right-of-way simply to accommodate one person. Mr. Rosebaum pointed out that the traffic speed is 25 mph so from a noise or visual perspective it will not matter if it is 60 or 70 feet one way or the other and it won't impact the enjoyment of his property. This alignment preserves the safety because the canal should be a little bit wide separates the bridle path from any potential vehicles. He said that no one has any intent except complying with the agreement. He said that when they ran into some muck problems, there was a slight delay in the positing of the bond, but they worked that out. As Mr. Riebe indicated, they suffered a penalty because of that which was built into the agreement. He said that everyone had to take the intent of what was at issue and build a road which Mr. Bellissimo and his entities paid entirely for. Mr. Rosenbaum said that everything was complied for, and they now have a joint application into the District to avoid any damage to the Preserve area, managed to avoid uprooting wetlands, put in a nice straight road which would alleviate the traffic burden at Pierson and South Shore and other portions of the Preserve, and only one property owner is holding it up. Mr. Rosenbaum agreed that every property owner has rights, but to disrupt the entire process was not in the best interest of the Village. Since the approval was at the discretion of the Village Engineer, he felt that this was impeding his authorization. Mr. Rosenbaum said that they don't want to be in a position to pull the bond back and say it is null and void as they are ready to go, and they are only waiting so that their construction plans are signed off and they can pull permits; they are ready for construction in July. He said that they want to cooperate noting that this was signed in April 2013, and in November 2013 in response to the request of Mr. Perry, a letter was written by Mr. Basehart explaining exactly what was being done, the planning that went into it, it can accommodate all vehicles, alternatives were evaluated, and the Village believed that the alignment chosen was the best alternative. Mr. Rosenbaum questioned why they were here pointing out that there was nothing legally wrong with it, nothing wrong from an engineering perspective, nothing from another technical perspective; it complies with the equestrian elements that need to be complied with, and takes care of traffic. Mr. Rosenbaum said that it wasn't about going forward with any actions from Council, and that Council will have to approve the abandonment, but at the appropriate time, but that wasn't until all of the construction plans have been approved and permits issued. While they appreciate the opportunity to be heard by Council, they didn't want to waste their time nor did they want to interfere with a process that has gone very well. He thanked Council for their time and hoped this can get resolved.

Mayor Margolis pointed out that the letter that was included in Council's packet from Mr. Riebe to Mr. Bellissimo was dated April 8th; however, the letter presented by Mr. Rosenbaum had an April 1st date. He asked if the letters were identical. Mr. Riebe said that the letters were close explaining that the April 8th letter was the letter they were working under. Mayor Margolis pointed out that Mr. Bellissimo signed the April 1st letter. Mr. Riebe explained that he signed the April 8th letter as well. Mayor Margolis questioned what the difference was in the two letters. Mr. Riebe said that the differences were so small, but he couldn't say what they were at this point, but he would be happy to provide that. Mayor Margolis said that he would like to see that for his own clarification.

Public Comment

A motion was made by Councilman Coates, seconded by Councilman Willhite, and unanimously passed (5-0) to open the floor for public comments.

There being no public comments, a motion was made by Councilman Coates, seconded by Vice Mayor Greene, and unanimously passed (5-0) to close the floor for public comments.

Vice Mayor Greene asked Mr. Riebe if his opinion and position was still the same as he expressed in his letter of April 2013. He asked if there was any contradiction between the 2008 resolution and the letter that was composed. Mr. Riebe felt that it was consistent with the intent of the master plan amendment. He said the fact that a sunset clause was included for the abandonment was so it did not carry on. He then referred to Condition #4 that says prior to the abandonment; one of three things had to be done: (1) provide surety and provide permitted plans; (2) build the road; or (3) enter into a Development Agreement. Mr. Riebe noted that this was a difficult negotiation, and the developer was insistent that there was an assurance that the Village would move forward with the abandonment and this would not linger on.

Vice Mayor Greene asked Mr. Riebe what were his next steps. Mr. Riebe said that they are presently reviewing the final set of plans, there may be some small comments that go back, plans are still needed for the signal at Lake Work Road, several minor bridle trail issues, but he felt they were about 95% complete. He expected that they would have a final set of plans for approval in the next three weeks. Vice Mayor Greene said that Mr. Riebe approved a conceptual plan, but which was not a certified approval. He said that Mr. Rosenbaum had eluded that they wanted to start July 1st for a completion date of October 31st and questioned whether that was doable. Mr. Riebe said that it was, but it was dependent on the South Florida Water Management District who issues the permit. The permit had been submitted, and they were waiting for them to issue the permit. He pointed out that they could start in July and could be completed by October.

Vice Mayor Greene said that they had discussed two options at the Agenda Review, and asked if there was a significant difference in cost between the two of them. Mr. Riebe felt that it was a wash and there were issues either way. He said that there was no need between curb and gutter or guardrail for those types of things in the alignment proposed by the developer. Vice Mayor Greene asked if there was a public benefit looking at both plans and making an engineering determination as to which option may provide an opportunity for a greater public purpose over the other. Mr. Riebe did not view them as one being better than the other as he felt they were both equal and met the intent. He said that when they started this agreement, the Village had just completed 50th Street so they had firsthand knowledge of a road with a very limited right-of-way and space, and he walked the 40th Street alignment several times, taken measurements. He said that he initially thought they had enough room to do something similar to 50th Street which was the genesis of that letter.

Knowing the 2008 resolution, the letter that had been drafted, and the testimony given at the meeting,

Vice Mayor Greene asked if there was anything presented to Council that was not accurate. He noted that the two parties gave two different interpretations. Mr. Riebe said that from what the staff has done they tried carefully to meet the intent of the master plan that the Council adopted and to comply with the engineering standards. He reiterated that they had some very difficult meetings with the developer and his agents to deal with issues and design considerations that the Village thought to be very important which they have complied with. He said that the interested party doesn't want a road close to their property, but pointed out that they have 60 acres and the buildings are quite a distance from the roadway. He said that their representation that this had to go to Council was if the developer selected Option C of Condition #4. Mr. Riebe pointed out that the Developer Agreement is a completely different document than moving forward with plans and posting surety and those types of things. He praised Mr. Perry and Simmons and White, but he believed that the alignment the Village has worked and he would not have signed off on it, if he didn't believe so.

Councilman Willhite questioned if there was any expiration on approvals and recommendations from advisory committees and that perhaps things may need to be re-evaluated since times have changed. Ms. Cohen said the Council can always decide to send an issue back to its advisory boards or committees. She did not believe there was any real expiration period although she did not know off hand. Mr. Schofield explained that development approvals typically have a three year time frame in order to begin construction. He said that once that begins, there is a requirement that they proceed with a new component done every two years until completion. Once that is done, then those rights continue to be vested. Mr. Schofield further explained that a change in the Code subsequent to the approval does not trigger a re-review of the process if they are continuing under their approval unless they are going to make a material change. He said that this original plan dates back to 1978 so in some case those standards are being applied. In any case, where the master plan has been amended or significantly changed the site plan, then current codes will kick in, but there is initially a three-year timeframe. In addition, they have to have a plat done at least some on part of E, F and G sometime within three years. He said that once they start they remain valid as long as they meet the first three years and subsequent to those two years. Councilman Willhite questioned whether anything had been started. Mr. Schofield did not believe any work had started on E, F and G.

Councilwoman Gerwig questioned when the three years would end. In response, Mr. Schofield said that it would end at the end of October.

Councilman Willhite asked if there was an application to add another connection into the roadway. In response, Mr. Riebe said that there was an application for Pod F that includes a second access road off of 40th Street which has to come to Council for approval. He said that they also have to come to Council for the master plan amendment. Councilman Willhite asked if it was premature to submit an application to ask for a road through the Village's property to a road that wasn't yet constructed. Mr. Riebe said that 40th Street is a road that is shown on a right-of-way map, and is a roadway in the Village's Transportation Element, and one where a surety has been posted. He said that if the developer doesn't build it, the Village has money in a bank so the Village could go and build the road. There is a high probability that 40th Street will be done.

Councilman Willhite asked Mr. Riebe on how many occasions he had with the Village where he had the sole authority/discretion of this magnitude as it related to Section 1, #3 of the 2008 Resolution. Mr. Riebe said that he has the authority for other small issues, but not this type of roadway alignment.

Councilman Willhite said if some of the alternative was done there was still a substantial amount of Lake Worth roadway for potential for abandonment and potentially for lessening litigation, so that the alternative could work. He said that he thought it would be great that the Village wasn't stuck between two landowners in the middle of litigation on this if somehow they could come to an agreement as to

what to do here.

Mayor Margolis asked if there was a meeting between the two parties. Mr. Riebe said that a meeting did occur, but there was no resolution.

Mayor Margolis indicated that there was no direction needed from Council. He thanked everyone for their presentations.

**C. 14-207 AUTHORIZATION TO NEGOTIATE A CONTRACT TO PROVIDE
INSURANCE BROKERAGE SERVICES**

Mr. Schofield introduced the agenda item.

At this time, Mayor Margolis announced that since he sits on the Florida League of Cities Pension Trust, the Village's Attorney advised him that he needed to recuse himself from this item. He left the Council Chambers at this point.

Mr. De La Vega advised the Council that on February 10th, an RFP was released seeking qualified firms to provide insurance brokerage services to the Village. On April 2nd, a total of 6 proposals were received, five of which were deemed responsive, one from the Florida League of Cities (FLOC) was deemed non-responsive. He explained that the FLOC provided a proposal for informational purposes only. Mr. De La Vega said that the FLOC wanted to convey to the Selection Committee that if another broker outside of the Gehring Group was chosen, the Village of Wellington would have to work directly with them. He said that information was provided to the Selection Committee. The Committee reviewed the five responsive proposals and made a recommendation to negotiate a contract with the highest ranked proposer which was the Gehring Group who ranked #1 in all five of the members' scores, Public Risk Insurance Agency (PRIA) was ranked #2 in all members' scores, and Gallagher was ranked #3 in all scores. Based on the discussion at the Agenda Review, staff proceeded to gather information from other municipalities on the possibility of adding a position, i.e., mid-level risk position or a Risk Manager. They found that for a mid-level risk position the average salary was approximately \$75,000 including benefits and the salary including benefits for a Risk Manager was approximately \$130,000. Mr. De La Vega calculated that the Village would need the risk professional and they calculated an estimate of \$100,000 per year including benefits in the event they would have to work with the League of Cities for Property and Casualty and Workers' Compensation Insurance in the event that portion was taken away from whatever broker was selected. In addition, he indicated he wanted to clarify something he mentioned at the Agenda Review. He said that he went back and looked at how the Village procured Property Insurance and Workers Comp noting that two years ago they had procured those services. He explained that the Village did their own RFP, there was a Selection Committee consisting of Village staff that evaluated those proposals and made a recommendation which was to award the contract to the FLOC. Mr. De La Vega said that the Gehring Group did not make a recommendation at that time or at the one previous to that. He said that they sat in on the Selection Committee meetings, provided information to them in response to their questions, and held an "Insurance 101" for the Committee, but they didn't make a recommendation which was contrary to what he said at the Agenda Review. He said that the recommendation was made by the Selection Committee which was given to Council for approval. Mr. De La Vega said that the Village requested financial statements as part of the RFP which was received from all of the proposals. He did point out that the PBIA; a wholly-owned subsidiary of Brown & Brown provided Brown & Brown financial statements. He said that staff asked if they could provide their own statements; however, they informed staff that their policy was to only provide that of their parent company. Mr. De La Vega indicated that all of the financial statements that were received were rated excellent by the Village's Finance Department. He said that they also discussed references at the

Agenda Review which was only provided to the Selection Committee. With regard to the references, a total of 6 references were received from the Gehring Group who received a perfect score from all of their references, and PRIA scored 4 3's, 7 4's, 1 4 ½ and 2 5's. The Selection Committee ranked the Gehring Group number one and made a recommendation for the Village to negotiate a contract with them.

Councilman Willhite said that the Selection Committee found PRIA to be a viable bidder and company. Mr. De La Vega said that PRIA was a responsive and responsible bidder. Councilman Willhite understood that the Inspector General does not weigh in on everything, but he expressed concern about the League submitting a proposal naming a specific company that they had to work. He said that the Gehring Group has worked for the Village; however, he was concerned with perception. He said that there is an \$88,000 dollar difference between them and the other bidder; however, the Gehring Group was rated number one although much of their scoring appeared to come from the number of their references. He indicated that was why he recommended they take only a defined number of references.

Councilman Willhite said that Mr. Schofield has talked about the Village becoming a self-insured entity in the future, and he asked him to elaborate on that. Mr. Schofield said that many entities the size of the Village are looking at self-insurance explaining that doesn't mean that the Village will be without insurance, but rather they insure for a great deal, but has re-insurance for catastrophic events. Mr. Schofield said that there was a premium under the Affordable Act that if you buy an insurance policy that self-insurers do not pay that which is in the 10-13% range. He said that discussion will come up when the Village discusses health insurance pointing out that last year the Village's health insurance increased 11%, and this year they are looking at a 13-14% increase. Mr. Schofield said that the Village was looking at a 20-24% increase in health insurance costs over two years. He said that as the Affordable Health Care kicks in, he did not expect those premiums to decrease.

Councilman Willhite questioned if it was a more viable option to contract with a company that could provide the same insurance at the same cost as the Village adding an employee to start working towards potentially being that self-insured entity. He said that it was \$110,000 for PRIA and \$198,000 for the Gehring Group. He said that with that difference, they could have an employee who works with the Village toward being self-insured if there are potential long-term savings. Councilman Willhite said that the Gehring Group is a broker in the middle of the insurance companies, and he asked if they would utilize the FLOC as the Village's insurer on an issue. Mr. De La Vega said that the Village does their own Requests for Proposals which are received and reviewed by the Selection Committee. The Gehring Group is only there to assist the Selection Committee in answering any technical questions, but in no way did they ever or will ever make a recommendation when it relates to Property & Casualty. Mr. Barnes added that Gehring Group serves as a subject matter expert, but they don't provide a recommendation nor do they evaluate any of the proposals. He further added that he understood Council's concern about perception; however, pursuant to their contract, they would receive the compensation whether the Village selected FLOC as the insurer or if they chose another company. While the perception may be there, it is not that they will receive any benefit for only the League which is why the Village only utilizes them as subject matter experts.

Councilman Willhite said that although many times, contracts are made based on the best price; in this case, it was recommended through the ranking that a company would provide better service but at an \$88,000 increase in cost. Mr. De La Vega indicated that was the consensus among the Selection Committee.

Councilman Coates questioned who decided upon the points assigned to each category. Mr. De La Vega said that he and Ms. Quickel will go through that and try to determine how many points are to be

awarded for each of the categories. He said that they have stayed with a 40/40/20 or 45/45/10 point system where price for something like this has been a smaller component of the entire evaluation.

Councilman Coates said that he had a problem with price being the smaller component because he felt that in speaking with taxpayers they would feel that price would have more than a 10% or 20% impact on their decision. He thought that the Village was somewhat handicapped by the way the scoring emphasizes each category. Although price is not the end all, Councilman Coates indicated that for him it had a significant impact because he wants to be fiscally responsible with the taxpayers' money. He said that he respected all of the members of the Selection Committee, and he expected the range of scores to be where he expected them to be. Councilman Coates said that he had no reason to question the judgment of the scoring which he knows from experience is difficult. He did feel that the way it was initially emphasized would inevitably lead to a result that price was given such little emphasis that they would be in a situation having to approve a contract where the Gehring Group was selected as the top provider; however, there is a very large difference between the first and second ranking which he was having difficulty justifying.

Based on staff's recommendation to approve and authorize a negotiation with the Gehring Group, Councilman Coates asked staff to convince him that the Village was getting value for the \$88,000 difference because he felt they were in a difficult position to have to defend approving a contract with such a gap. In response, Mr. De La Vega said there are five Selection Committee members who followed the process, and he didn't know what their rationale was with their scoring noting that some of the Selection Committees that the Council sat on utilized the same scoring. He felt it was very difficult for him to answer Councilman Coates' question at this point. Councilman Coates said that as it was said earlier, the Village places a huge emphasis on qualifications and experience. He asked why it was necessary in these types of contracts to have a greater emphasis on the non-monetary pricing aspect. Mr. Barnes said they tried to interpret some of the scores and looked at the history. He pointed out that the Village solicited requests for proposals not for a straight bid. He said that they minimized the importance of price because if price was the most important aspect, they would have done a straight bid. He said even with a straight bid, the Village has the ability to reject the bid to go with a best value for the Village. Councilman Coates raised the question whether they minimized the price so that there was not enough emphasis on that aspect of it. Mr. Barnes believed that there was still a fair amount of commodities that are viewed as strictly bids and in most of those cases; the Village goes with the lowest bid unless there is a viable reason.

Councilman Coates questioned whether the \$198,000 was a fixed number or was this strictly authorization to negotiate a lower price. Mr. Barnes indicated that it was authorization to negotiate. Mr. Barnes spoke about pricing in the private sector where most times they will make a decision somewhere in the middle between the high and low bid. He said in keeping with that thinking, if they threw out the low and high bids, they ended up with an average mean of about \$198,000. If they look at all five bids, they end up with a mean of \$185,000, and if they throw out the absolute low of \$110,000 and just look at the four, the \$110,000 looks like they could have another situation like they had with Orchidman although he wasn't saying that was the case. Councilman Coates said that there was such a disparity in the numbers that it raised a question in his mind whether or not it was a real bid and if they fully understood the scope of what was expected of them.

With regard to Vice Mayor Greene's question about the final cost, Mr. Barnes said that there would be the potential cost in adding an employee if the Village was going to eliminate some of the services the Village currently receives from the consultant and undertakes it themselves. The other cost would be if the Village elected to go with another vendor as there is a cost for on-line registration and processing. He said they now utilize Benetek which is a Gehring Group product and there is a cost to transition to another group's service. If they elect to stay with Benetek, they estimate the cost to be at

\$25,000 if that would even be feasible since it is a specific Gehring Group product. In addition, they haven't quantified the cost the time it would take staff to transition from a manual to an on-line system.

Councilwoman Gerwig raised the question about PRIA not providing their own financials, and questioned if they did not have their own since they are a separate entity. Mr. De La Vega said that they do have their own financials which staff had requested; however, since they already had financials from Brown & Brown since they also submitted a proposal. He said that the response from PRIA was that their policy did not allow them to release their own financials, but only that of their parent company. Councilwoman Gerwig felt that wasn't responsive to the Village's request, and questioned why that would be acceptable to the Village.

Councilwoman Gerwig said that she and Councilman Coates had some disparity about the cost for professional services. She asked him if he would be the least expensive attorney she could hire. Councilman Coates indicated he did not believe so. Councilwoman Gerwig pointed out that her engineering firm would also not be at the bottom of the price scale, but she felt that they provide more value because of their expertise and the way they do business. She believed that it was very difficult to rank services based on price, and she did not think that the bottom price for professional services would be the best value. Councilman Coates voiced his agreement with her. Councilwoman Gerwig also had doubts about bringing on a staff member that could compete with a broker as they are experts in their field and knows the intricacies of all of the products.

In the event that Village makes the decision to go to self-insurance, Councilwoman Gerwig asked if the Village would not need a broker for certain products. Mr. Schofield felt that the Village would need professional help because even if they elected to go in-house, they would not have the same level of expertise that any of the five companies would have. He said that even with self-insurance there is a re-insurance or co-insurance that would have to be dealt with.

Councilwoman Gerwig felt that the Selection Committee did a good job in evaluating these proposals and everything was done with transparency, particularly from the Florida League of Cities. She wanted to ensure that they always look differently at professional services because they add value in ways that aren't always transparent in the price and aren't always easy to quantify.

Vice Mayor Greene said that value was the important aspect of this. He appreciated Gehring's level of commitment which the Village expects from its business partners. He said he was fine with this if staff was saying that they are confident that the Village will work with an organization that will provide the best value, and will limit the internal resources that cost additional money. Vice Mayor Greene said that the only comment that Mr. Barnes had made the other day that gave him heartburn was about Gehring knowing the Village so well it would be difficult to replace them with someone else. He said that he never wants to be in a position where the Village is being held hostage by any vendor because they know the Village's system so well. He wanted to be careful that they don't enter into a long-term contractual relationship with anyone that prohibits the Village from ever making a change because it would cost too much in the future. With regard to self-insurance, he said that he knows that Palm Beach County Fire Rescue is self-insured so perhaps there might be some discussion between staff and that group to share some insight.

Councilman Willhite asked what were the local preference points that were given. Mr. De La Vega noted that three local preference points were given to the Gehring Group as they were the only local vendor that qualified under the Village's policy. Councilman Willhite said that was given for Palm Beach County, and asked what would be given for the western communities and Wellington. Mr. De La Vega said that western communities would be five additional points although no one had qualified and Palm Beach County is three. Councilman Willhite said that the scores were very close and said

that it went toward price as was raised by Councilman Coates. He believed that the Village needs to look at a more standardized aspect. He said that the Council is charged with the financial responsibility of the Village; however, only 20% is given to price; however, they are combining approach and methodology together at 40 points which he felt was an individual opinion is in those areas and how it benefits the Village. Councilman Willhite said that he has first-hand knowledge of self-insurance which seems to be working, but they could discuss that at another time. He referred to the letter from the Florida League of Cities which appeared as though they were responding to the Village's RFP as if they were going to be a bidder, and then pulled out and then sent the letter which he had a concern with. Mr. De La Vega explained that the letter was actually part of the League's proposal, so there wasn't a subsequent letter.

Ms. Cohen said that they had discussed the Florida League of Cities issue, and she wanted everyone to understand the Village had no control over the submission that was made by the League, and the Village did nothing wrong and in fact disqualified them as a bidder. She noted that the Lobbyist Selection was not a true competitive selection process, but a letter of interest. In order to assist the Council with the selection, a criteria was developed that could be applied by the Council. She pointed out that those types of skills are exempt from competitive bidding such as attorneys, accountants and professional services. Councilman Willhite said that for the lobbyist they still used the same criteria. Ms. Cohen said that Council used the process; however, it was not a competitive bid. Councilman Willhite believed that whatever the process is; it needs to be consistent which he felt make it fairer.

Mr. Barnes asked for consensus from Council that for future solicitations for professional services that the percentages should be 35/35/30. Councilwoman Gerwig said that she would not support that. Vice Mayor Greene indicated he would not support it as he felt the criteria should be dependent upon the type of the project. Councilman Coates and Councilman Willhite were supportive of having standardized criteria for proposals so that people know what they are applying for. Mr. De La Vega concurred that it would be difficult to have standardized criteria using K-Park as an example. There was no consensus from Council approving the percentages for professional services that had been recommended by Mr. Barnes.

Councilwoman Gerwig said if she was sitting on the Selection Committee and ranked the lowest dollar as her number one was there anything that would preclude her from assigning zero points to everyone else. Mr. De La Vega said she could do that. Councilman Coates believe that they could manipulate the scoring to achieve any results; however, he did not believe that was done in this case. He said the reason they were having the debate was because of the emphasis on the categories. Councilman Coates reiterated that they have to have more defined criteria and put more emphasis on the price function because the taxpayers will look at the bottom line. He said that he took some solace in the fact that they will try to negotiate the price down.

Vice Mayor Greene said that they were using price and cost interchangeably which he felt were very different. He thought the price that they pay someone could be very different from what it ends up costing which they have seen on several occasions.

Public Comment

A motion was made by Councilman Willhite, seconded by Councilman Coates, and unanimously passed (4-0) to open the floor for public comments.

There being no public comments, a motion was made by Councilman Willhite, seconded by Councilman Coates, and passed (4-0) to close the floor for public comments.

A motion was made by Councilman Coates, seconded by Vice Mayor Greene, and passed 3-1 with Councilman Willhite dissenting authorizing staff to negotiate a contract to provide insurance brokerage services.

At this point, Mayor Margolis re-entered the Council Chambers.

D. 14-387 AUTHORIZATION TO AWARD A CONTRACT FOR THE CONSTRUCTION OF THE C-23 MULTIUSE PATH AND BRIDLE TRAIL

Mr. Schofield introduced the agenda item. He said that Mr. Riebe would present this item.

Councilwoman Gerwig announced that she would be recusing herself on this item from the advice of the Village's Legal Counsel. She explained that she has a business relationship with the Palm Beach Point Homeowners Association who has provided input on this agenda item. She said that she didn't believe there would be any financial benefit; however, she was accepting Counsel's recommendation and was acting accordingly. She requested a Commission on Ethics Opinion with regard to this for the future.

Councilman Willhite asked Councilwoman Gerwig if she was asking staff to seek that opinion for her as he believed individual Council members made their own request to the Commission. In response, Councilwoman Gerwig said that she wanted Ms. Roger's assistance in crafting a letter to send to the Commission on her behalf. In response, Ms. Cohen said that the Village Attorney's Office would do that if asked.

Councilman Coates questioned whether this was an existing client. Councilwoman Gerwig said that it met the two-year standard of \$10,000 over the past 24 months. Since it exceeds the standard, the Village's Ethics Office has interpreted that there is a potential benefit to the members of the Homeowners Association; however, Councilwoman Gerwig wanted it to be defined for the future.

Councilman Coates stated that in his profession, he has existing clients and past clients, and the rules of ethics and rules of responsibility deal differently with existing clients versus past clients. He said if past clients are handled differently by the Commission on Ethics then that of the Florida Bar Rules of Professional Responsibility then he wanted to know because he had not focused on past clients. Ms. Cohen said that they are talking about two different standards. She explained that when Councilman Coates functions in his role as an attorney and are governed by the Rules of Professional Conduct, there is the Conflict of Interest Standards that are set forth in those rules which was why she recused herself from the Tennis Center item because she had previously represented a bidder in a protest. She said that the Commission on Ethics rules are different and they provide that if there has been \$10,000 worth of work done within the last two years and if there could be some potential benefit, then the councilmember would have to recuse themselves. Ms. Cohen said that the HOA has taken a position on this particular issue, although it does seem to be somewhat of a disconnect that there might be some financial benefit to the HOA; Ms. Rogers advised that she not participate. Ms. Cohen felt it was appropriate for Councilwoman Gerwig to request an opinion for future reference.

Mayor Margolis questioned what would happen if the Commission on Ethics reviewed Councilwoman Gerwig's issue and determined that she did not have to recuse herself, yet the Council has already voted on it. He questioned whether they should wait to vote on this issue until the opinion comes back. He noted a situation when that happened to Vice Mayor Greene where the Ethics Committee had a different opinion than the Village Attorney, and his not voting on the item changed the outcome. Ms. Cohen felt that whether to postpone this item or not was a decision that could be made by Council.

Councilwoman Gerwig felt that since Ms. Rogers had worked for the COE, her opinion carried a lot of weight to her. In the interest of proceeding, she did not believe there was any harm to recuse herself. Ms. Cohen said that there was no penalty if it turns out that Councilwoman Gerwig improperly recused herself; however, if she fails to recuse herself and it is found to be a conflict, there is a penalty. Ms. Cohen pointed out that the vote could benefit the HOA, and if that occurred that would be the violation.

Councilman Willhite said if Council members know ahead of time what is coming up and whether there is a potential conflict, they can ask for an opinion prior to the meeting. He didn't want to have to postpone items on the agenda to wait for an Ethics Opinion particularly since the Commission does not meet often. He felt if Council members made the request themselves it would be done quicker than waiting to give staff direction. Mayor Margolis added that he had obtained Ms. Rogers opinion on the Insurance item and for him, she is the decision-maker.

Ms. Cohen felt it would be beneficial for the Council to look ahead at the agendas to identify those issues they may have a potential conflict with, and then seek an opinion. Mayor Margolis said that the Council typically only gets the agenda one week prior to their meeting. Ms. Cohen didn't think they could get a full agenda earlier than that, but many times some of the issues that are going to be on the agenda are known. She noted that Ms. Rogers served as the attorney for the Ethics Commission, and is extremely competent in that area which was why she was designated as the Ethics Officer. She believed that Council should rely on her opinion. With regard to the benefit, she clarified that the potential issue that could disqualify Councilwoman Gerwig would be if the vote resulted in a benefit to the HOA because they are a client. Councilwoman Gerwig reiterated that she did not believe they would benefit.

At this point, Councilwoman Gerwig left the Council Chambers.

Ms. Riebe said that the proposed project was approved by Council in 2012 as part of the Capital Improvement Plan. It contemplated an 8 foot wide multiuse path along with a 12-15 foot bridle trail extending from the Wellington Environmental Preserve (Section 24) northward along Flying Cow Road and then to the C-23 canal right-a-way, extending eastward to Palm Beach Point Blvd, crossing there extending to Ousley Farms Road with the path extending north along the east side of Palm Beach Point Blvd. Mr. Riebe said that \$575,000 was budgeted for this. Mr. Riebe then showed a location map of the proposed alignment. He noted that the bridle trail along Flying Cow Road will be built now; but the multi-use path portion would be built in 2015 as part of the grant that was received from the Florida Department of Transportation. He said that the timing of that is based upon the requirements of the grant program.

Mr. Riebe said that as the Village started in the design process, staff met with the Palm Beach Point Homeowners Association (HOA) and some concerned residents. He said they had concerns about where the crossing occurred on Palm Beach Point Blvd. He said that staff then went out and designed and bid three different options: Option 1: provides for the crossing approximately 55 feet just north of the gatehouse and is the least expensive option and the cost just for that is \$335,321 including the rest of the projects is \$575,268. Benefits of Options #1 are that it is the lowest cost and provides the most direct path and has the least disruptive construction. The disadvantages are that it is close to the Gate House, has limited sight distance, and the HOA dislikes that option.

Councilman Coates said that he has looked at this site in the morning and saw a significant backup of traffic at the gate house. He questioned how that would work if the path is so close to the gate house in Option 1. In response, Mr. Riebe said that it was like any crosswalk noting that the distance has to be set up so they could stack a truck, i.e., 18 wheeler, 55 feet is tight as it is usually 68 feet long.

Councilman Coates said that this struck him as a significant safety issue, and he said that is an option that he would never really consider, but he was interested to see Mr. Riebe's view on this from an engineering standpoint. Mr. Riebe said that from an engineering standpoint, he did not like option 1, but provided it because it was the most direct route and would have the lowest cost.

Mr. Riebe said that Option 2 was being recommended by staff because it has the best value approach and meets the standards. The cost is about \$8,000 more than Option 1, and is slightly more than the budget allocation. He said if Council selects this option, they would reduce the number so that they are within the budget allocation which they can do internally. The pros of Option 2 were that it is second lowest option, is a relatively direct path, it is 120 feet north of the gate house; it is against the north right-of-way line of the C-23 canal, it meets the standards, disruption from construction is minimized to some extent and it provides for future flexibility as it can be taken further to the north. The disadvantages are that the HOA dislikes this option. He showed an aerial showing the stopping distance which includes the reaction time to stop the vehicles which is based upon the worst conditions, i.e., big truck and wet pavement.

Councilman Coates noted that the vehicles in the aerial were bumper to bumper, and questioned what was there to separate the vehicles so that horses could get through. Mr. Riebe said it was like any crosswalk noting that it was a State law that you can't block the crosswalk if there is someone there. He explained that the plan included a speed hump, and that the horse crossing was walked is marked and it is well delineated.

Mr. Riebe said that Option 3 was the most expensive \$482,000 which is about \$150,000 more than Option 1; it takes the bridle trail north about 560 feet north of the gate house, crosses over and then you would have to come down another 560 feet. The advantages are that it is preferred by the HOA. The disadvantages are that it requires a complete reconstruction of the road, it is the most disruptive, it is an indirect path, it is an additional 1,000 feet, it is the most expensive and exceeds the budget allocation by \$150,000, and they try to avoid mid-block crossings.

Councilman Coates pointed out that it appeared that Option 2 was also a mid-block crossing. Mr. Riebe indicated that it was, but it was slightly closer to the gate house where people are actually coming to a stop going in and there is a gate coming out of that subdivision.

Councilman Coates questioned why it would be necessary to reconstruct the road for Option 3. Mr. Riebe explained that there was no room along the west side of Palm Beach Point Blvd to accommodate a bridle trail and multi-use path. Mr. Riebe then showed Option 2 explaining that everything is contained within the right-of-way and it goes all the way to the north right-of-way line of the C-23 canal and then crosses over, so there was no requirement to go further north. He said that once you go further north, the right-of-way is so narrow and the existing roadway is so close to the existing property line on the west side, there is not enough room to accommodate a multi-use path, bridle trail and any required drainage swales. He said they would have to shift the roadway about 15 feet to the east.

Councilman Coates asked if there was a happy medium between Options #2 and #3 so they could use the existing right-of-way without the need for road realignment. Mr. Riebe said that once they break through the north right-of-way line for the C-23 canal; there was not enough right-of-way on Palm Beach Point Blvd. on the west side as it is private property. Mr. Riebe said that they looked at different ways of trying to do this, but there physically wasn't enough room.

Councilman Willhite indicated that Mr. Riebe said that Option #3 was preferred by the HOA, but asked if there was one that the HOA really wanted because he didn't believe they even wanted it at all

particularly since they just expended funds in making improvements to that roadway. Councilman Willhite said that the most logical path would be to go from Section 24 straight down that canal and not come north to the C-23 which cuts right through Palm Beach Point which he believed they also didn't want. Mr. Riebe said that he would have to look at that because he did not know if the Village had the rights to be in there. He said that when they originally talked with the HOA on this there was no real desire for it to be inside their gated community. Councilman Willhite noted that his desire has been for connectivity for the bridle paths. He noted that the HOA provided pictures with stacking by the gatehouse that looks like it goes all the way to Greenbrier. He questioned at what point would the crosswalk be located and where would they put it without shifting roads and taking people's private property on the west side of Palm Beach Point Blvd. or relocating the road. Councilman Willhite said that he has been frequently talking that there are golf carts and equestrians that come up Palm Beach Point Blvd to Greenbrier and then come down Owsley when they simply could go down the C-23 canal and not have to go into traffic. He felt that keeping them on the C-23 corridor seems to be the safest and most direct route. Councilman Willhite questioned whether they would have a safe crossing if they moved it 500 feet north. He hoped that people will stop approaching the gate house and it would be delineated in the road. He did not believe any one of the options afforded 100% safety, but neither was crossing South Shore or Pierson.

Vice Mayor Greene addressed the round-about on Flying Cow Road that leads to Section 24, and asked if the Village had an easement there. Mr. Riebe said that staff looked at the alignment, and preferred not to have that traffic internal. He said that the other issue was getting the multi-use path from the C-2 canal, connectivity and there would be at least two culvert crossings to end up where they needed to be. Councilman Willhite pointed out that a culvert was in the plan for the C-23 canal. Mr. Riebe said that culvert was actually a replacement of a small culvert. He said that culvert replacement will help the Village to operate Pump Station #8 during severe storms and pump water out of Basin B, particularly for the Palm Beach Point subdivision.

Vice Mayor Greene asked if there had been discussions with the HOA whether they would share in the cost if Option #3 was selected. Mr. Riebe said that he had met with Ms. Yarborough and Ms. Bauer, but they never had any conversations about that sharing the cost. He said that Ms. Yarborough seemed very practical and if it came down to it, Option #2 would be acceptable. Vice Mayor Greene asked if there was a sense of urgency to get this completed before next season. Mr. Riebe said that staff wanted to move forward now prior to the start of the storm season because of the culvert replacement.

Public Comment

A motion was made by Councilman Coates, seconded by Vice Mayor Greene, and unanimously passed (4-0) to open the floor for public comments.

1. Dan O'Rourke, 3310 Palm Beach Point Blvd., Wellington. Mr. O'Rourke expressed support for Option #3 because of aesthetics, traffic and it provides the best line of sight for the riders,
2. Eileen Yarborough, 360 Palm Beach Point Blvd., Wellington. Ms. Yarborough identified herself as the current President of the Homeowners Association. For the record, she said that the photographs the Council had were prior to the resident lane extension that was completed in 2013. She submitted letters from other residents who were out of town. Ms. Yarborough indicated that their community welcomed the connectivity, but their number one priority was rider and horse safety. She noted that the community was mandated by the Village to put the median that is in Option #1 and #2 because of the inadequate line of sight which she said was still obstructed. She noted that problem in bringing a path through there which is contrary to the purpose of the median. Ms. Yarborough said that when horses are taken out of the pack element, they act differently and

can be very explosive. She pointed out that good line of sight for the crossing at Pierson Road is a mid-block crossing and the riders can prepare; as it would be in Option #3. Although vehicles are supposed to stop at the crosswalk, she did not feel that would be a reality. She said that during her tenure on the Board, she did not recall any discussion about placing the crossing further in the community along the C-23 canal.

3. Rona Garm, 15150 Golden Point Lane, Wellington. Ms. Garm noted that she owned three other parcels in the Palm Beach Point community for a total of almost 25 acres. She spoke against Options #2 and #3 noting that riding her horse across Palm Beach Point Blvd terrified her. She noted the problem with the line of sight, the dangers it would create for the riders, pedestrians and drivers. Ms. Garm said that in looking at the map it appeared that this is a trail to nowhere. She also noted the lack of fences, etc. on Pierson to separate traffic from horses. She felt if they chose Option #3, the traffic would still be going into something that was unsafe. Ms. Garm felt this needed to be evaluated by the Equestrian Preserve Committee, and that the culvert should be installed separately.
4. Marty Freedman, 4481 Garden Point Trail, Wellington. Mr. Freedman noted that his farm consists of 27 acres. He felt this item should go before the Equestrian Preserve Committee. He then read a letter from an associate of his who was in litigation which explained why he felt that Option #3 was the safest and least disruptive of the three options, and was the location recommended in September 2013 by nationally-recognized traffic engineer Miles Moss. The letter addressed the problems with Option #1 and 2, and stated that the Palm Beach Point community unanimously endorsed Option #3. In addition, several members of the Equestrian Preserve Committee indicated their preference for Option #3, and were surprised their opinion was not sought.
5. Russ Finsness, 4450 Palm Beach Point Blvd, Wellington. Mr. Finsness said that he is a five-year member of the Board of Palm Beach Point and was serving his third year as Treasurer. With regard to the financial benefit, he stated that they contracted with Ms. Gerwig's firm to do a job which was done and they were paid. He did not believe the HOA would benefit financially from this, and thought other Councilmembers could be disqualified from voting on issues if they used the same logic. He thought they needed to tighten that up because they would not have anyone hearing items on certain cases. Mr. Finsness thought there were many horse crossings on Greebriar that were mid-block and that the speed was 35 mph, so he didn't think that should be a big issue. Mr. Finsness said they have had a massive building boom in their community which has greatly increased the tax base. He noted the money that their community has spent in making improvements in the community none of which cost Wellington one cent. He said that this project was owned by the Village, and he thought the Village should look at the big picture that the Village is coming out ahead by having Palm Beach Point be a superior equestrian community.
6. Cynthia Gardner, 13268 Polo Club Road, Wellington. Ms. Gardner stated that she was not a resident of Palm Beach Point, but was there because of her concerns regarding the trail. She thought the trail was wonderful as far as connectivity and that as Palm Beach Point develops and there is less area around the Horse Show to ride, the horses need a place to ride. Ms. Gardner expressed her support of Option #3 although it wasn't everything it could be. She outlined the problems she saw with the Option. She pointed out that this issue did not come before the Equestrian Committee although she had requested it. Ms. Gardner noted the discussion Council had at their Directions Workshop about possibly having the Equestrian Preserve Committee work on the Equestrian Master Plan, and the importance they sometimes place on that community, yet this important plan wasn't sent to them for their input.
7. Bart Novack, 15670 Cedar Grove Lane, Wellington. Mr. Novack stated that he was not a property owner in Palm Beach Point, but raised a concern as to whether or not the homeowners in that community were surveyed if they wanted this. He said if they were not, he questioned why the Village would be forcing them to have this.

Vice Mayor Greene read the following card into the record:

1. Katie Yarbrough, 3160 Palm Beach Point Blvd. Ms. Yarbrough supported Option #3.

There being no further comments to come before Council, a motion was made by Vice Mayor Greene, seconded by Councilman Willhite, and unanimously passed (4-0) to close the floor for public comments.

With regard to Mr. Finess's comments, Councilman Coates indicated that he does have relationships with residents in Palm Beach Point, certain past clients. He wanted to be clear that doesn't create any type of issue that would require his recusal. He felt if they include past clients that could encompass a broad umbrella of people where he would have to recuse himself as an attorney. Ms. Cohen explained that if Councilman Coates represented an individual who lives in the HOA, they are a member of a class, so she did not think that representation would create an issue. She further explained that what created an issue for Councilwoman Gerwig was that the association has taken an official position, and if her vote resulted in a benefit to the association, it might be a problem for her. Ms. Cohen did not feel that Councilman Coates' situation was the same because those individuals did not benefit any differently than any homeowner and they are part of a class of people who benefit similarly.

With regard to the ethics issues, Vice Mayor Greene pointed out that these are not the Village of Wellington policies, but the Village is under the jurisdiction of the State and County Ethics commissions as to what they can and cannot do.

Councilman Willhite addressed the question raised by the public about where the trail goes once it reaches Ousley Farms Road. He said that there is a bridle trail that goes along there which is on private property, and the Village is diligently working to get a 15 foot easement to put a dedicated bridle trail there. He said that it is presently used every day by horses and those owners of Grand Prix have allowed the use of that bridle trail to get to the showgrounds, so this connects it, as is the same as the one on the west side which is public land to be utilized as a bridle trail.

Councilman Willhite said that Mr. Riebe showed a bridle trail between Palm Beach Point and Ousley; however, it is clearly big enough to be multi-use which it is presently being used for. He said that his concern was for the motor vehicles, i.e., golf carts, motorcycles, etc., having to go up to Greenbriar and then come around because they then have to cross Ousley to get to the bridle trail and then cross Pierson to get back to the bridle trail. He felt that this was the link that connects them all and brings them all together. Councilman Willhite said that he couldn't say that out of the three options that one was any safer than the other one. He felt they were dealing with an unfortunate situation where they needed to make the connection. He said that the only thing was that they would put in all of the safety precautions as they have done at Pierson. Councilman Willhite thought if they were talking about sending this back to committees, he felt that they should include the Public Safety Committee if the big issue here is safety. He said that because Palm Beach Point is an equestrian-friendly community they understand there needs to be a crossing. He reiterated that he didn't know which option was the safest, but Mr. Riebe has done all of his engineering studies and found Option #2 to be viable which is within the Village's right-of-way which is the most logical one. He said that although it might not be the most desirable one for everyone, it was the most cost-effective and the easiest one to mitigate within the Village's own property without impacting any other people. Councilman Willhite said that he was supportive of that recommendation noting that he had walked that area with Mr. Riebe.

Vice Mayor Greene expressed frustration about something that should have been discussed with committees that have expertise on certain issues that didn't occur, and felt that they needed to do a better job with that. He referred to the comment made by Ms. Yarbrough about her not having an issue with the canal with people cutting through and using the trail system. Ms. Yarbrough said that

during her term of service on the board, it had never been the topic of discussion. She said that the only location that had ever been discussed was the one in the front. She said that she understood the path along the C-23 canal as it made more sense because there was an existing land bridge over the canal at Flying Cow Road. Ms. Yarbrough said that at the first meeting, Mr. O'Dell met with them at the site and there were some community members that wanted that crossing all the way down the intersection at Greenbriar which Engineering sees as even more of a nightmare than moving it down. She said that Option #3 is where the turnout is for their mailboxes so people have just negotiated the turn and they are coming into the four way intersection, so they will slow down. Ms. Yarbrough said that with Option #3, they would only be crossing in one lane in each direction as opposed to one or two, two incoming lanes one with standing traffic and the other with people going around the standing traffic. She noted how people accelerate as soon as they exit their gate.

Vice Mayor Greene asked Ms. Yarbrough if there was another option that hadn't been considered. Ms. Yarbrough felt that in a perfect world these horse paths should have been plotted out before Wellington grew into its present state as they would have platted Palm Beach Point differently. She said that although none of them were great options, she felt that Option #3 was the safest. She reiterated her earlier comments that her community welcoming connectivity, but that it be done safely.

Vice Mayor Greene referred to Option #3 noting that some of the improvements are on Village-owned property and questioned whether it would be fair to ask the residents in Palm Beach Point to share in that cost. Mr. Riebe said that all of the improvements would be within Wellington's right-of-way. He noted that Saddle Trail Park was participating in improvements and there are other communities that participate in those types of improvements. Vice Mayor Greene asked if cost-sharing had been discussed with the HOA as an option. Mr. Riebe said that had not be discussed. Vice Mayor Greene did not want to put an unfair burden on them, but they have had a very passionate group of people committed to safety. He said that he would feel more comfortable imposing a financial burden on them if that option was okay with them rather than shifting those burdens onto taxpayers when there is a less costly option. Ms. Yarbrough indicated that they would have to have another board meeting to further discuss that, and it would require a vote of the entire membership since it is outside of their plat and would be a significant expenditure. She said that for them it would be less than \$1,000 per unit, and when she looks at her tax bill, it is \$100 out of the Village pocket for 10 years. She felt that they have to make it as safe as possible, but she didn't believe there wouldn't be an accident. She reiterated that their main concern was safety.

Vice Mayor Greene said that he knew that Mr. Riebe wanted to get the culvert done, and he asked if it had to be done all at the same time. Mr. Riebe said that the crossing was the critical piece and since they were going to be tearing up the culvert, they wanted to do everything at one time which would be less disruptive. Vice Mayor Greene said if the Council makes the decision to acquire the Executive Course at the Wanderers Club would Option #3 be best in terms of a future tie in. Mr. Riebe said that people will take the most direct path that they can. He said that Option #2 meets the standards and provides a direct path. Vice Mayor Greene felt that safety was paramount, but it was questionable whether people would go the extra feet to cross. Mr. Riebe said that they know they won't because they have observed people's habits and have already observed some of those things out there at Palm Beach Point. He said that as part of the design they are going to install a three-rail fence that goes along parallel with the new roadway to prohibit anyone from going across the road as much as they can.

Vice Mayor Greene said that he hears that standards are met, and he likes to think that from time to time the Village exceeds standards. He felt that Wellington should have a higher standard. Mr. Riebe said that when he says they meet standards it is from a traffic standpoint. He said that what he was telling Council from an engineering standpoint was that they meet all of the required engineering

standards for that roadway. He said that he wasn't aware of anything more that they could do.

A motion was made by Councilman Willhite, seconded by Vice Mayor Greene, and unanimously passed (4-0) to go beyond 11:00 p.m.

Vice Mayor Greene said that if they know human behavior with people taking some more risks than they should, he asked if there were things they could do if they opt for Option #2 that would provide an additional layer of safety and higher standards than was meeting current traffic and other standards. Mr. Riebe said that they have speed humps that they plan to install for the crossing in both directions. They will install a solar equestrian/pedestrian flashing light, signs, well-reflectorized. He said that typically for a crossing, it is signage, the crossing and that meets the standard.

Councilman Coates addressed Vice Mayor Greene's comments about what was referred to committees. He said that Council has never had a policy where everything that is equestrian automatically gets referred to the Equestrian Preserve Committee, although he would not have a problem with that. He said that there was one point where there was a debate whether something could be originated with the advisory committees without first being precipitated by Council. He thought that perhaps they needed to institute a policy that anything that is equestrian-related goes to the Equestrian Preserve Committee. Councilman Coates recognized that many times issues are only sent to the committees at the request of Council.

Councilman Coates asked if there would be money available in the budget to pay for the extra construction costs if they went with Option #3. In response, Mr. Schofield indicated that he could always find the money to do a project; however, it would then have to impact another project. He further indicated that there is an assumption that the Equestrian Preserve Committee has never seen a trail plan which is incorrect as the C-23 has been in the trail plan and in the budget for several years. He noted that the Committee did not see the construction plans. He said that what goes before the Equestrian Preserve Committee is a Council-direction. He said they would be happy to send every construction project to a committee to be vetted if that was Council's direction. Mr. Schofield said that he could come up with \$175,000, and he would provide Council with a list of something else that could be cut. In terms of this year's budget, he said that they would have fewer than \$100,000 of unspent dollars, but it is a matter of changing priorities.

Councilman Coates said he was not convinced that it was fair that a disproportionate burden would be put on the Palm Beach Point residents to pay for Option #3 if the Council approved that option. He saw that this plan and the crossing benefitted all of the equestrian community, and not only Palm Beach Point. Taking that into consideration, Councilman Coates felt that any type of cost should be shared by the entire community because of the community-benefit which he felt was different than the Saddletrail project. Councilman Coates felt that Option #2 was a good option; however, he felt that Option #3 was a better option in terms of safety, particularly because of what he saw in that area. He felt that the furthest that the crossing is put, it would be safer. Even though it is an additional cost, he said he would support it in this particular instance since they continue to go with the Village's being the Equestrian Capital of the World and what the industry brings to the community. He said that he never wanted to be questioned for doing something that wasn't 100% focused on the safety of the equestrians and the horses that make this community so valuable. He believed they sent a message to the equestrian community by approving Option #3 that the Village is willing to pay a little more if it enhances the safety of the equestrians. Councilman Coates supported Option #3 if there was money in the budget to support it, and if not, then they should try to find another way to pay for it, but he didn't want to go with a less safe alternative because of the monetary situation.

Mr. Schofield said that there were some drawbacks to Option #3, and pointed out that the critical component at this time was the canal crossing. He suggested that if Council is unable to make the

decision on the crossing point at this time, they authorize the Engineer to move forward with the project for the canal crossing, and that the Village ensures that the 84 inch culvert is sized sufficiently so that whatever option is ultimately approved, the canal can at least be done at the point where they are coming into the hurricane season. He said that there would still be time to sit down and talk with the Homeowners Association, and send it back to any committee that Council desires.

Councilman Willhite pointed out how prices increase when they are delayed. He said that he was also concerned about safety, and questioned whether Option #3 was even the best one. He thought the Homeowners Association was only taking Option #3 because it had the least impact to them, and that they would like Option #4 which was to not have it at all if somehow connectivity could be accomplished. Councilman Willhite said that he was concerned about the cost, but he believed there was no cost that equated to safety. He reiterated that people will take the least path of resistance, and he didn't know if they could stop them from crossing in Options #1, #2 or #3 regardless of what was installed.

Councilman Coates thought that they approve the culvert, and then let the Equestrian Preserve Committee have input on this. Councilman Willhite didn't believe that the Committee would approve any of these options. He thought they should go with the Engineer's recommendation that has the least impact and has the best cost savings, but still addresses the safety issues.

Mayor Margolis concurred with Councilman Coates because he believed that Option #3 is the safest, but he was struggling with the difference in cost. He said that although Mr. Schofield said he could find the money, it could impact other projects. Mayor Margolis said that they discuss safety in the Village for equestrians and non-equestrians. He said that they have a Safe Neighborhood program that they have spent several millions of dollars to make those neighborhoods safer which affect the Village. He said that they give out grants of \$500.00 in those neighborhoods for whatever will make their neighborhood safer. He did not believe it was much of a difference between taking those same dollar grants and giving them to the Palm Beach Point neighborhood to make their neighborhood safer. Although he supported Option #3, he thought he was hearing that there could be another option. He would support either approving Option #3, if they wanted to move forward with the culvert, they could do so, and then could then go back to the drawing board and meet with the neighborhood to see if there was another option.

Mr. Schofield requested that if Council approved Option #3 that it be approved on the basis that staff will find the funding. He did not believe it was cost effective to have the cost go back to the neighborhood.

Vice Mayor Greene said that it appeared the decision was between Option #2 and #3; however, he felt they were going to spend taxpayer funds on something that wasn't going to be used. He said that he does like Option #3 because it satisfies the people who have spoken, but in all of these efforts to mitigate safety, he believed they could create a bigger safety issue because it was not in a place where people are going to cross. Vice Mayor Greene said that he would support moving forward on the culvert, but he thought there could be a better option that hadn't yet been discussed.

A motion was made by Vice Mayor Greene directing staff to move forward with the culvert and other items associated with this, but to hold off on the crossing and the proposed options.

Mr. Riebe pointed out that all of the components, including bridle trails along Flying Cow Road, the multiuse path along the C-23 canal and the one on the east side, could be built, but they won't be able to build the physical crossing at Palm Beach Point Blvd. He said that the issue was that there is a contractor who has bid a job who is assuming that he will get a project that is somewhere between

\$575,000 and \$722,000, but if they go back and say all they are going to do is put in a culvert, he might not want to move forward with that.

The motion died for a lack of a second.

A motion was made by Councilman Coates, approving Option #3 subject to Mr. Schofield's ability to find money within the budget to do the project at the estimated construction cost.

Mr. Schofield asked if the motion approving Option #3 provided him with the authority to make the budget transfer. Councilman Coates agreed that his motion included that.

The motion was seconded by Mayor Margolis. The motion was voted on, and died for lack of a majority with Councilman Coates and Mayor Margolis approving and Vice Mayor Greene and Councilman Willhite voting against.

Mr. Schofield said that he would come back to Council with more options.

A motion was made by Councilman Coates, seconded by Vice Mayor Greene, and unanimously passed (4-0) to refer the discussion of the construction of the C-23 Multi-Use Path and Bridle Trail to the Equestrian Preserve Committee and Public Safety Committee.

From a clarity standpoint, Mr. Riebe reminded Council that this was to award a contract, so they would not be doing so at this time.

At this point, Councilwoman Gerwig re-entered the Council Chambers.

9. PUBLIC FORUM

1. Bart Novack, 15670 Cedar Grove Lane, Wellington. Mr. Novack believed that a private company should not run the tennis courts. He also felt that K-Park was bought for open space and that it should remain that way. As an alternative to that, he suggested the Village selling 8 acres, and making 60 acres senior housing, funded by Wellington.

10. ATTORNEY'S REPORT

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

- Ms. Cohen reported that Wellington received a lawsuit from Palm Beach Polo Holdings Inc. with respect to the Big Blue Preserve. She would be forwarding a copy of the complaint to Council.
- She advised that they have prepared a pamphlet for distribution to boards and committees. She said that they will be providing training to the Education Committee, Equestrian Preserve Committee, Public Safety Committee, Senior Advisory Committee and Tree Board next week pertaining to ethics, public records, the Sunshine Law, quasi-judicial hearings, and Robert's Rules. She said this was the first of two trainings they will be doing. Ms. Cohen said that the pamphlet will be finalized with the idea that it can be given to any new board members who come in.

11. MANAGER'S REPORTS

- The next Regular Council meeting is scheduled for Tuesday, June 10, 2014 at 7:00 p.m. in the Council Chambers.
- He reported that he will be traveling next week, and would only be available intermittently. Mr. Barnes will be acting as Manager in his absence.

12. COUNCIL REPORTS

COUNCILWOMAN GERWIG: Councilwoman Gerwig presented the following report:

- Councilwoman Gerwig expressed her gratitude to those people who attended the Memorial Day event. She thanked American Legion Post #390 for their participation.
- She announced the dedication of the Rosemary Taliau Conference Room was scheduled for the next day at 3:00 p.m. She extended her apologies that she would not be able to attend as she had a conflict, but sent her regards to Rose's family.

VICE MAYOR GREENE: Vice Mayor Greene presented the following report:

- With regard to the Big Blue Preserve, Vice Mayor Greene noted that there was previous litigation regarding this and a court order. He requested a copy of the court order. Ms. Cohen said that she would provide that to Council. Vice Mayor Greene asked if there was a designated water level for the Preserve. He also asked Mr. Schofield to provide a status of that area. In response, Mr. Schofield said that there is a water regulations schedule based on the time of the year. He said that under the operating permit, the water elevation level should be at 15 beginning on June 1st which they will do. He said that it takes about 90 million to 100 million gallons to fill Big Blue at the point where their canals are already down, and if it does not start raining soon, they will have to request permission from South Florida to withdraw that although he didn't know if that would be granted. Vice Mayor Greene said that the beginning of June was typically the start of the rainy season and questioned why they would be pumping water into and not during the dry season. Mr. Schofield explained that was how the hydrology of hardwood wetlands works where in the rainy season, they are wet and in the dry season, they dry out. He said that in February, they are supposed to be down around 11.5 to 12 which is how the system naturally works. Mr. Schofield said that the permit recreates the natural hydro period which is wet in the summer and dry in the winter.
- Vice Mayor Greene asked if the cypress trees are a preserved species, and if so, have they been inspected. In response, Mr. Schofield said that they are a preserved species and noted that the Village was not aware of any removal of cypress trees. He said that there were some activities which was just mowing grass and removing exotics, but when they started clearcutting and backdragging land, the Village ordered stop work orders. Vice Mayor Greene asked if there was an explanation for that. Mr. Schofield said that he and Mr. Riebe had gone out and initially the work was just mowing and removing exotics; however, the next day he received a call from Mr. Riebe to go out and look at it because they had taken a bulldozer clearing it and backdragging it which changed the grade. He said that they were provided with the standards from the Village's code as to how the vegetation can be cleared. Mr. Schofield said that they are responsible for removing exotics and what they have a permit for, but when they go in and remove native trees and start clearcutting and backdragging they have been stopped.

COUNCILMAN COATES: Councilman Coates presented the following report:

- Councilman Coates said that he was out town and was unable to attend the Memorial Day event; however, he expressed his thanks to the Veterans and those people who made the ultimate sacrifice while serving their country.

COUNCILMAN WILLHITE: Councilman Willhite presented the following report:

- Councilman Willhite thanked staff for transitioning into utilizing some bio-fuel vehicles. He said that he had also requested that a staff member work on some green initiatives as there are grants available that were being utilized by other municipalities.
- He thanked the owners and operators at Trader Joe's as it has been bringing a lot of visitor business into the Village from other areas.

- He said that he had been in contact with the Boys & Girls Club of Wellington and they would like to host the League of Cities meeting. He said that the Village would pay the food expenditures and perhaps some staff time. He said that the League was looking for August 27th or November 26th for that meeting. Councilman Willhite thought it would be a good opportunity for the Village to spotlight the Boys & Girls Club. Mr. Schofield said that he would need direction on that. Council consensus was for Mr. Schofield to proceed with this.
- Councilman Willhite thanked staff, the veterans and everyone who came out for Wellington's Memorial Day event. He was very impressed with the turnout. He felt that what sets Wellington apart from some of the other observances was Wellington's parade.
- He recognized that May 18th through May 24th was National EMS Week. He thanked and recognized the EMS providers.
- He thanked Mr. Schofield for opening up some of the parks on Memorial Day.
- He asked if there was anything that the Village could do about fly mitigation which he felt was a problem.
- Councilman Willhite thanked all of Council for attending the last League meeting because it was the induction of the Board of Directors which he is a part of.

MAYOR MARGOLIS: Mayor Margolis presented the following report:

- With regard to the Big Blue Preserve, he asked if it was a violation of a court order whether they had to go through the Code process or do they move to litigation. In response, Ms. Cohen said that if there was a violation of a court order, the Village could file a motion for contempt. She assumed that if it occurred that it would be part of a counter-claim response. Mayor Margolis asked if they violated the court order, does the Village move from being reactive to proactive and litigate. Ms. Cohen said that service of the complaint was accepted, and she believed there was an issue that had recently arose which resulted in the complaint for Declaratory and Injunctive Relief. She believed there was a pending code violation. Mayor Margolis recalled going through this years ago that Judge Bronson issued a statement in the Village's favor. He questioned if it could just go through the Village's litigation if it was a violation. Ms. Cohen explained that the Village has an obligation to respond to the complaint in some manner. This is an issue that was worked on by Mr. Riedi's firm, and as such, was sent to him to respond to. Ms. Cohen would provide Council with a copy of Mr. Riedi's response.
- Mayor Margolis referenced an email from residents in the Isles regarding the dust. Mr. Schofield indicated that staff was drafting a response to that which he anticipated would be ready by the next morning. Mayor Margolis wanted them to understand that it was technically out of the Village's hands because the way they could pave 120th was to get more property for the road which they haven't been able to do. Mr. Schofield pointed out that additional right-of-way would be needed to install a bridle trail which they have not been able to obtain. He said that Council has directed staff to reactivate that and indicated that the right-of-way studies are done, as well as the preliminary alignment studies. Staff will provide options to Council; however, he didn't anticipate that would get done either in this budget year or in next year's. Mayor Margolis said that they may need to find additional options other than paving the road in order to alleviate their concerns, and he has asked staff to look at that.

13. ADJOURNMENT

There being no further business to come before Council, the meeting was adjourned.

Approved:

Bob Margolis, Mayor

Awilda Rodriguez, Clerk